

# IN THE SUPREME COURT OF THE STATE OF NEVADA

## INDICATE FULL CAPTION:

CRAIG A. MUELLER,  
Appellant,

v.

CHRISTINA A. HINDS,  
Respondent.

No. 83412

Electronically Filed  
Aug 30 2021 07:01 p.m.

DOCKETING Elizabeth A. Brown  
CIVIL APPEALS Clerk of Supreme Court

## GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

## WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department Family Court Dept. C  
County Clark County Judge Rebecca L. Burton  
District Ct. Case No. D-18-571065-D

**2. Attorney filing this docketing statement:**

Attorney Michael J. Mcavoy-Amaya Telephone (702) 299-5083  
Firm Mcavoy Amaya & Revero Attorneys  
Address 1100 East Bridger Ave.  
Las Vegas, Nevada, 89101

Client(s) Craig Mueller

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Marshall Willick Telephone 702/438-4100  
Firm Willick Law Group  
Address 3591 E. Bonanza Road, Ste. 200  
Las Vegas, NV 89110-2101

Client(s) CHRISTINA HINDS

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal:  |
| <input type="checkbox"/> Judgment after jury verdict           | <input type="checkbox"/> Lack of jurisdiction                                      |
| <input type="checkbox"/> Summary judgment                      | <input type="checkbox"/> Failure to state a claim                                  |
| <input type="checkbox"/> Default judgment                      | <input type="checkbox"/> Failure to prosecute                                      |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief     | <input type="checkbox"/> Other (specify): _____                                    |
| <input type="checkbox"/> Grant/Denial of injunction            | <input checked="" type="checkbox"/> Divorce Decree:                                |
| <input type="checkbox"/> Grant/Denial of declaratory relief    | <input type="checkbox"/> Original <input checked="" type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination        | <input type="checkbox"/> Other disposition (specify): _____                        |

**5. Does this appeal raise issues concerning any of the following?**

- ☒ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None.

**8. Nature of the action.** Briefly describe the nature of the action and the result below:  
Judgement in post-divorce matter modifying the Parties' original decree of divorce.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Did the Court abuse its discretion when concluding that the Plaintiff's breach of a term of the MSA regarding distribution of money was not material, and sua sponte modifying the Parties' MSA and Divorce Decree to excuse the Plaintiff's breach.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

None.

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☒ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: *Lehrer McGovern Bovis v. Bullock Insulation*, 124 Nev. 1102, 1118, 197 P.3d 1032, 1042 (2008); *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005); *Grisham v. Grisham*, 128 Nev. 679, 685, 289 P.3d 230, 234-35 (2012); *Certified Fire Prot. v. Precision Constr.*, 128 Nev. 371, 378, 283 P.3d 250, 255 (2012); *Waltz v. Waltz*, 110 Nev. 605, 609, 877 P.2d 501, 503 (1994); *Havas v. Alger*, 85 Nev. 627, 631, 461 P.2d 857, 859-60 (1969); *Allstate Ins. Co. v. Thorpe*, 123 Nev. 565, 570, 170 P.3d 989, 992 (2007); *Cain v. Price*, 415 P.3d 25, 29 (Nev. 2018)

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This case is presumptively assigned to the Court of Appeals pursuant to NRAP 17(b)(7) and (10).

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 2

Was it a bench or jury trial? yes

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?  
No.

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** Jul 26, 2021

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

**17. Date written notice of entry of judgment or order was served** 7/27/2021

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)**

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

**19. Date notice of appeal filed** 8/16/2021

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If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP4(a)

---

**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

- |   |                                       |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)            | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3)            | <input type="checkbox"/> NRS 703.376  |
| <input type="checkbox"/> Other (specify) _____    |                                       |

(b) Explain how each authority provides a basis for appeal from the judgment or order: This is an appeal "A final judgment entered in an action or proceeding commenced in the court in which the judgment is rendered." NRAP 3A(b)(1).



**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

CRAIG MUELLER  
CHRISTINA HINDS

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Christina Hinds brought a post judgment motion to enforce the MSA and Decree, and to hold Craig Mueller in contempt. The Court found that Craig in contempt.

Craig Mueller moved to set aside the Decree due to material breach by Christina before the Decree was entered, and fraud in the inducement. The Court found that Christina breached the MSA when she took Craig's \$36,841 in the parties' joint bank account in July 2019 prior to executing the MSA and Decree. The Court ruled the breach immeteri

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Craig Mueller  
Name of appellant

Michael J. Mcavoy-Amaya, Esq.  
Name of counsel of record

8/30/2021  
Date

/s/ Michael J. Mcavoy-Amaya  
Signature of counsel of record

Nevada, Clark  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 30 day of August, 2021, I served a copy of this completed docketing statement upon all counsel of record:

- ☒ By personally serving it upon him/her; or
- ☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

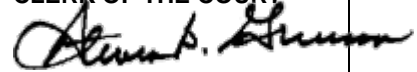
Via the electronic filing system: Willick Law Group, 3591 E. Bonanza Road, Ste. 200  
Las Vegas, NV 89110-2101, marshal@willicklawgroup.com

Dated this 30th day of August, 2021

/s/ Michael J. McAvoy-Amaya  
Signature

NEO

Electronically Filed  
7/26/2021 4:01 PM  
Steven D. Grierson  
CLERK OF THE COURT



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\* \* \*

Cristina Hinds, Plaintiff  
vs.  
Craig Mueller, Defendant.

Case No: D-18-571065-D  
Department C

**NOTICE OF ENTRY OF ORDER**

Please take notice that a FINDINGS OF FACT, CONCLUSIONS OF  
LAW AND ORDERS was entered in the foregoing action and the  
following is a true and correct copy thereof.

Dated: July 26, 2021

/s/ Lourdes Child  
Lourdes Child  
Judicial Executive Assistant  
Department C

NEO

## CERTIFICATE OF SERVICE

I hereby certify that on the above file stamp date:

☒ I mailed, via first-class mail, postage fully prepaid, the foregoing  
NOTICE OF ENTRY OF ORDER to:

Marshal Shawn Willick, Esq.  
3591 E. Bonanza Rd. Suite 200  
Las Vegas, NV 89110

Michael J. Mcavoyamaya, Esq.  
4539 Paseo Del Ray  
Las Vegas, NV 89121

/s/ Lourdes Child  
Lourdes Child  
Judicial Executive Assistant  
Department C

1 ORDR

2 DISTRICT COURT, FAMILY DIVISION

3 CLARK COUNTY, NEVADA

4 CHRISTINA HINDS, )

5 Plaintiff, )

6 vs. )

7 CRAIG MUELLER )

8 Defendant. )

CASE NO. D-18-571065-D

DEPT NO. C

UNDER SUBMISSION

9  
10 FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDERS

11 THIS MATTER came before the Court for Trial of this post-divorce  
12 matter for one half-day on April 1, 2021 and one full-day on May 10, 2021  
13 with closing arguments due by stipulation of the parties on June 18, 2021.  
14 Plaintiff, Christina Hinds (“Christina”), was present and represented by  
15 Attorney Marshal Willick and Attorney Lorien Cole, and Defendant, Craig  
16 Mueller (“Craig”), was present and represented by Attorney Michael  
17 MacAvoyamaya. The Court heard the testimony from the parties and their  
18 witnesses, received exhibits admitted by the Court, and, after review of the  
19 pleadings and papers on file herein, after considering and weighing the  
20 credibility of the parties, their witnesses, and their exhibits, and good cause

1 appearing therefor, the Court issues its *Findings of Fact, Conclusions of*  
2 *Law, and Orders* as set forth herein.

### 3 FINDINGS OF FACTS AND CONCLUSIONS OF LAW

#### 4 Jurisdiction

5 The Court has continuing subject matter jurisdiction over this post-  
6 divorce case and personal jurisdiction over the parties.

#### 7 Procedural History

8 COURT FINDS that on July 29, 2019 the parties filed a *Stipulated*  
9 *Decree of Divorce* (“*Decree*”) which incorporated their *Stipulation and*  
10 *Order Re: Parenting Agreement and Child Support* (“*Parenting*  
11 *Agreement*”) and their *Marital Settlement Agreement of Christina Hinds*  
12 *and Craig Mueller* (“*MSA*”) with *Notice of Entry of Order* filed and served  
13 the same day.

14 COURT FINDS that on November 8, 2019, Christina brought the  
15 matter back before the Court seeking contempt against Craig for his alleged  
16 failures to pay \$427,500 property equalization, to pay the 2014 Infinity  
17 QX80 loan, to pay the children’s uncovered healthcare expenses, and to  
18 provide dental and vision coverage for the children; and for attorney fees.

19 COURT FINDS that on November 20, 2019, Craig opposed Christina’s  
20 motion and brought a countermotion seeking to set aside or modify the

1 *Decree* and *MSA* to allow Craig credit in the amount of \$158,076.73 against  
2 his property equalization obligation to Cristina based on Cristina's alleged  
3 misappropriation of community funds, to eliminate Craig's obligation to  
4 pay the 2014 Infinity QX80 loan, and to award sanctions to Craig based on  
5 Cristina's alleged violation of the *Joint Preliminary Injunction* and for  
6 attorney fees.

7 COURT FINDS that on December 13, 2019, the Court denied Craig's  
8 request to be relieved of the obligation to pay for the 2014 Infinity QX80  
9 loan; denied without prejudice Cristina's request for uncovered healthcare  
10 expenses for lack of specificity; and recognized the parties stipulated that  
11 Cristina would provide dental and vision insurance for the children and  
12 Craig's child support would increase by \$51.54 to cover one-half of the cost.  
13 All other issues were set for an Evidentiary Hearing on April 7, 2020  
14 (subsequently rescheduled by the Court to July 30, 2020 due to the  
15 pandemic then continued by the parties for the same reason to April 1,  
16 2021).

17 COURT FINDS that on March 27, 2020, Cristina raised additional  
18 issues of contempt against Craig for Craig's alleged failure to comply with  
19 the children's agreed sleeping arrangements; to reimburse \$1,485.56 to  
20 Cristina for his share of the children's uncovered healthcare expenses; to



1 pay the children's private school expenses; to supervise the parties' son at  
2 Boy Scout activities; to provide travel arrangements for the children to  
3 Cristina; to keep the children safe by allowing them to sleep on a boat that  
4 presents a fire risk; to not engage in name calling, foul language and  
5 disparagement; to not discuss the litigation with the children; to enroll in  
6 Our Family Wizard; and for additional attorney fees.

7 COURT FINDS that on April 17, 2020, Craig opposed Cristina's  
8 motion and asked the Court to set aside or modify the *Decree* and *MSA* to  
9 eliminate the restrictions on the children's sleeping arrangements and to  
10 recognize the boat as Craig's separate property for the purpose of further  
11 reducing the property equalization obligation; and for additional attorney  
12 fees.

13 COURT FINDS that on May 28, 2020, the Court acknowledged Craig's  
14 reimbursement to Cristina of the children's uncovered healthcare expenses  
15 was pending; set a date for Craig's compliance with enrollment in Our  
16 Family Wizard; and denied Craig's request to modify the parties' agreement  
17 concerning the children's sleeping arrangements.

18 COURT FINDS that on April 1, 2021, at the commencement of the  
19 Evidentiary Hearing, the parties resolved the following issues by  
20 stipulation: on March 30, 2021, Craig paid all unreimbursed healthcare

1 expenses and insurance premiums to Cristina, paid the overdue payments  
2 on the 2014 Infinity QX80, and joined Our Family Wizard; no later than  
3 April 15, 2021, Craig will transfer funds in the amount of \$30,000 to  
4 Cristina's IOLTA trust account (resolving a new issue not before the Court);  
5 Craig is credited the sum of \$10,500 against the property equalization  
6 obligation for payments he made during these proceedings and \$36,871  
7 against the property equalization obligation for funds awarded to him  
8 pursuant to the *Decree* and *MSA* that were taken by Cristina.

9 COURT FINDS that by the conclusion of the Evidentiary Hearing,  
10 several other alleged contempt issues became moot or were abandoned  
11 leaving for resolution at the Evidentiary Hearing Cristina's request to  
12 enforce the *MSA*; Craig's request to set aside or modify the *MSA* on the  
13 basis of Cristina's alleged violation of the *JPI*, Cristina's fraud in the  
14 inducement, assets omitted due to fraud or mistake, Cristina's breach of the  
15 *MSA* which made Craig's performance impossible, and/or re-  
16 characterization of property; Cristina's request to find Craig in contempt  
17 and sanction him for his violations of the *Decree*; Cristina's request for the  
18 Court to determine Craig's manner of payment; and both parties' request  
19 for attorney fees and costs.

20 ////

1 Enforcement of Property Equalization Obligation

2 COURT FINDS that on May 16, 2018, the underlying divorce action  
3 was commenced by Cristina.

4 COURT FINDS that on December 27, 2018, the *Joint Preliminary*  
5 *Injunction* (“*JPI*”) was issued to Cristina, and on December 27, 2018, it was  
6 served on Craig through counsel.

7 COURT FINDS that during the pendency of the divorce proceedings,  
8 each party accused the other of financial shenanigans, with most of the  
9 allegations (as well as a pending *Order to Show Cause* action) against  
10 Craig.

11 COURT FINDS that on June 20, 2019, the parties met for Cristina’s  
12 deposition. Craig was present and represented by Attorney Radford Smith,  
13 and Christina was present and represent by Judge Dawn Throne.<sup>1</sup> During  
14 the deposition, the parties took a break and negotiated settlement of their  
15 case. As a result of their negotiations, the parties gave up numerous claims  
16 against each other, settled their case, were sworn in and canvassed by  
17 counsel, acknowledged all material terms were agreed and the matter was  
18 concluded pursuant to EDCR 7.50 despite all of the particulars not yet in

19 Page 6 of 38  
20

21 <sup>1</sup> In November 2020, Attorney Dawn Throne was elected to the position of District Court Judge in new Department U, and in January 2021, Attorney Dawn Thrown commenced her position on the bench.

1 writing and later worked out the details in their *MSA* which was  
2 incorporated into the *Decree*.

3 COURT FINDS that the deposition transcript reflected the parties  
4 agreed that they would equally divide their savings accounts containing a  
5 total of about \$160,000 (which is about \$80,000 to each party).

6 COURT FINDS that the deposition transcript evidenced the parties  
7 agreed Craig would make an equalization payment to Cristina in the  
8 amount of \$450,000 (less some offsets to \$427,500). It was contemplated  
9 that Craig would have to obtain a loan to pay the obligation.

10 COURT FINDS that the parties understood and agreed as evidenced  
11 by the deposition transcript that all material terms were placed on the  
12 record and that any further finalization would be considered merely  
13 transitional.

14 COURT FINDS that to ensure neither party backed out of the  
15 agreement, the *MSA* contains multiple provisions through which the  
16 parties acknowledged that they intended to settle all rights and obligations  
17 including any claims that were raised or could have been raised (*see MSA*,  
18 *Item 2, Purpose of Agreement*, page 2, lines 11-19); they made full and fair  
19 disclosures, performed all discovery they wanted, and waived any further  
20 discovery (*see MSA*, *Item 4, Warranty of Full Disclosure*, page 3, lines 5-

17); they entered into the agreement voluntarily after ample time to review and contemplate the effect of their agreement (*see MSA*, Item 21, *Voluntary Agreement*, page 14, lines 7-17); they were represented by counsel of their choosing and fully understood the legal effect of their agreement (*see MSA*, Item 22, *Attorney Representation*, page 14, lines 18-26, and page 15, lines 1-2); they represented the *MSA* is the entire agreement which supersedes all prior oral or written agreements or understandings (*see MSA*, Item 26, *Entire Agreement*, page 15, lines 25-28, and page 16, line 1); and they expressly represented that their agreement is binding and enforceable (*see MSA*, Item 35, page 17, line 27).

COURT FINDS that to further protect the parties' agreement, the *Decree* also contains multiple provisions through which the parties promised they made a full disclosure of their property (*see Decree*, page 3, lines 24-28, and page 4, lines 1-28); waived any right to further discovery beyond the discovery performed and received (*see Decree*, page 4, lines 24-28, and page 4, lines 2-8); agreed to comply with the terms of the *Decree* (*see Decree*, page 5, lines 16-20); agreed to dissolve the *JPI* (*see Decree*, page 5, lines 22-23); and to sum it up, they stated:

IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED that each party acknowledges they have read this Stipulated Decree of Divorce and the aforementioned *MSA*,

1 and they filly [sic] understand the contents therein. They also  
2 accept the same as equitable and just, and the parties agree that  
3 the resolution encompassed in this Decree and MSA has been  
4 reached through negotiation and in the spirit of compromise,  
5 and that there has been no promise, agreement, or  
6 understanding of either of the parties to the other except as set  
7 forth herein, which have been relied upon by either as a matter  
8 of inducement to enter into this agreement, and each party  
9 hereto has had the opportunity to be independently advised by  
10 an attorney. The parties further acknowledge that the parties'  
11 resolution is a global resolution of their case and that each  
12 provision herein is made in consideration of all the terms in the  
13 Decree and MSA. The parties further acknowledge that they  
14 have entered into this resolution without undue influence or  
15 coercion, or misrepresentation, or for any other cause except as  
16 stated therein. (*See Decree*, page 5, Lines 25-27, and page 6,  
17 lines 1-14.)

18 COURT FINDS that Cristina is age 48 and has been practicing law for  
19 over 15 years and; and Craig is age 60 and has been practicing law for over  
20 20 years. Each party initialed every page of the *MSA*.

21 An agreement to settle pending divorce litigation constitutes a  
contract and is governed by the general principals of contract law.  
*Grisham v. Grisham*, 128 Nev. \_\_\_\_, 289 P.2d 230, 234 (Adv. Op. No. 60,  
December 6, 2012) and *Anderson v. Sanchez*, 132 Nev. \_\_\_\_, \_\_\_\_ P3d \_\_\_\_  
(Adv. Op. No. 34, April 28, 2016). In the context of family law, parties are  
permitted to contract in any lawful manner. *Rivero v. Rivero*, 125 Nev.  
410, 429, 216 P.3d, 226 (2009).

////

1 COURT FINDS that pursuant to the *MSA*, Craig is obligated to pay  
2 Cristina property equalization in the amount of \$450,000 as follows:

3 9. ***Payments to Christina:*** The parties agree that  
4 CRISTINA shall receive an equalization payment in the amount  
5 of Four Hundred Fifty Thousand Dollars (\$450,000.00) that  
6 Craig shall pay to Cristina in cash on or before September 20,  
7 2019. In the event Craig fails to pay this lump sum to Cristina  
8 on or before September 20, 2019, the net balance owed to her,  
9 which is \$427,500 as set forth below, is reduced to judgment,  
10 collectible by all legal means, and shall accrue interest on the  
11 unpaid principal balance at the Nevada Legal Interest rate  
12 starting September 21, 2019 and continuing until this obligation  
13 has been paid in full. (See *MSA* page 8, lines 20-27, and page 9,  
14 lines 1-2.)

15  
16 *Craig's Defenses*

17 "A stipulation may be set aside upon a showing that it was entered  
18 into through mistake, fraud, collusion, accident or some ground of like  
19 nature. Whether a stipulation should be set aside on such grounds is  
20 generally left to the discretion of the trial court." *Citicorp Servs., Ins. v.*  
21 *Lee*, 99 Nev. 511, 513, 665 P.2d 265, 266-67 (1983) (internal citations  
removed).

COURT FINDS that Craig claimed several defenses to avoid  
enforcement of his property equalization obligation to Cristina alleging  
Cristina violated the *JPI*, fraudulently induced Craig to sign the *MSA*,  
omitted community property by fraud or mistake, and/or breached the

1 MSA making Craig's performance impossible. Craig also asked to re-  
2 characterize the yacht as his separate property to allow him credit against  
3 his property equalization obligation to Cristina.

4 COURT FINDS that Craig accused Cristina of taking \$140,000 from  
5 the parties' Joint Meadows Bank Account and never returning it. This issue  
6 was discussed at the settlement conference. Attorney Smith testified that  
7 bank statements provided to him at Cristina's deposition evidenced that the  
8 funds had been returned. Craig did not personally review the statements,  
9 because he had walked out of the room at that time. Craig raised the issue  
10 again in these proceedings. Testimony together with bank statements  
11 admitted into evidence established that on April 23, 2015, Christina  
12 withdrew \$140,000 from the Joint Meadows Bank Account to finance a  
13 venture with her mother flipping a house. On November 25, 2015, after the  
14 house sold, Cristina deposited the sum of \$140,000 back into the same  
15 Joint Meadows Bank Account thus returning the funds long before  
16 commencement of the underlying divorce action two and a half years later.  
17 Accordingly, the \$140,000 from the Joint Meadows Bank Account was not  
18 missing or omitted.

19 COURT FINDS that, switching gears, Craig then made a confusing  
20 argument that the issue was not Cristina's 2015 withdrawal of \$140,000



1 from the Joint Meadows Bank Account (although he kept bringing it up  
2 which was distracting and convoluted his theory of the case), but additional  
3 funds that Cristina removed from the community before the parties signed  
4 the *Decree* in violation of the *JPI* which Craig argues is grounds to either  
5 offset or set aside Craig's agreed financial obligations to Cristina.

6 COURT FINDS that the amount of the offset Craig asked the Court to  
7 find was never clear and hard to follow. In his *Opposition and*  
8 *Countermotion* filed on November 20, 2019, Craig originally sought an  
9 offset of \$158,076.73. During the Evidentiary Hearing, Craig provided  
10 evidence of various transactions by Cristina between several bank accounts,  
11 totaling up the sums in different ways which did not add clarity. By his  
12 *Closing Brief*, Craig did not identify a sum and asked instead to throw out  
13 the *MSA* and allow the parties to renegotiate the property equalization  
14 amount.

15 COURT FINDS that Craig argues the Joint Meadows Bank Account  
16 held a balance of nearly \$216,000 in January 2019, and he relied upon  
17 receipt of that sum when he agreed to settle the case which is flatly rebutted  
18 by the deposition transcript reflecting the parties understood they were  
19 equally dividing \$160,000 total from all of their savings accounts which  
20 means Craig would only receive \$80,000 from all the accounts.

1 COURT FINDS that on February 13, 2019, Cristina filed a *General*  
2 *Financial Disclosure Form* identifying several bank accounts including  
3 Bank of Nevada Money Market Account #7006 with a balance of  
4 \$17,011.16; Joint Meadows Bank Account #0032 with a balance of  
5 \$107,891; Citibank Savings Account #2427 with a balance of \$49,000; and  
6 Citibank Savings Account #2435 with a balance of \$107,891; and Citibank  
7 Savings #6154 with a balance of \$2,002.06 for a total of \$266,784.06.  
8 Cristina explained that she moved one-half of the balance of the Joint  
9 Meadows Bank Account #0032 to her own Citibank Savings Account  
10 #2435. Thus, prior to that transaction, the Joint Meadows Bank Account  
11 did hold a balance of just about \$216,000.

12 COURT FINDS that at the time of settlement, however, Cristina did  
13 not represent that the Joint Meadows Bank Account still contained  
14 \$216,000 nor could Craig have relied upon that sum pursuant to the  
15 express terms of the *MSA* which stated:

16 As of June 20, 2019, the parties had the following funds in  
17 personal savings accounts that are community property:

18 i. Two savings accounts at Citibank in the name of  
19 Christina Hinds, account #2435 and #6145, with a total balance  
20 of \$75,190.08.

21 ii. Joint savings account at Meadows Bank, account  
#0032, with a balance of \$86,039.61.

iii. Joint savings account at Bank of Nevada, account #7006, with a balance of \$29,087.70.

(See MSA page 4, lines 7-17.)

COURT FINDS that, through counsel, Cristina also provided to Craig copies of bank statements to back up the balances recited in the *MSA*. Thus, Cristina did not make a false representation of the balance of the Joint Meadows Bank Account to Craig at the time the material terms of their settlement was placed on the record through the deposition transcript on June 20, 2019.

COURT FINDS that Craig then argues Christina did not provide account statements from the accounts from February 2019, when she filed her *General Financial Disclosure Form*, through June 2019, when the parties settled their case at Cristina's deposition. Craig's complaint is not persuasive. The Meadows Bank Account was a joint account to which Craig had access at any time to obtain information. Moreover, when the parties finalized the transitional aspects of their settlement, Cristina provided the current financial statements for each of the accounts. Thereafter, the MSA expressly itemized the balances in each of the accounts, including Bank of Nevada Money Market Account #7006 with a balance of \$29,087.70; Joint Meadows Bank Account #0032 with a balance of \$86,039.61; and Citibank

1 Savings Accounts #2427 and #6154 with a combined balance of \$75,190.08  
2 for a total of \$190,317.39. Craig was certainly on notice when he signed the  
3 *MSA* of the actual balances in the bank accounts and that the Citibank  
4 Checking Account No. 2427, which contained a balance of \$49,000 (the  
5 source of which was insurance proceeds on a ring belonging to Cristina that  
6 had been stolen) had been depleted, but he did not ask for any further  
7 discovery nor did he provide evidence that he asked about the money spent  
8 in the interim and Cristina lied about the existence of accounts or the  
9 balances in those accounts.

10 COURT FINDS that Craig testified he was angry, felt betrayed, only  
11 skimmed the *MSA*, and was too busy to review documents. Nevertheless,  
12 Craig made an agreement with Cristina and signed the *MSA*. Craig is a  
13 litigator who has practiced law in Nevada for many years and certainly  
14 knew the consequences of signing a document he claims he did not read.

15 COURT FINDS that Craig alternatively argued that he relied upon the  
16 receipt of \$190,000 when he agreed to settle the case. Craig's argument is  
17 likewise flatly contradicted by the deposition transcript evidencing that the  
18 parties agreed to equally divide the total of about \$160,000 in their savings  
19 accounts and further agreed that any specifics beyond that representation  
20 was not material. Thus, the only sum Craig could have reasonably relied

1 upon in entering into the parties' agreement on June 20, 2019 is the sum of  
2 \$80,000 representing 50% of the \$160,000 estimated in the accounts.

3 COURT FINDS that while the *MSA* does indeed reference the sum of  
4 \$190,000 -- which represents the actual total of the parties itemized  
5 savings accounts (which means the accounts contained about \$30,000  
6 more than referenced at the deposition which is to Craig's benefit) -- the  
7 *MSA* equally divides that sum between the parties as follows:

8 The parties have agreed to equally divide the balances in  
9 these accounts as of June 20, 2019, which together total  
10 \$190,317.39, one-half equals \$95,158.69. To accomplish this  
11 division, Cristina shall be awarded the following: \$75,190.08  
12 balance in the Citibank accounts and \$29,968.61 from the  
13 Meadows Bank account. Craig will receive \$66,071 from the  
14 Meadows Bank and \$29,087.70 in Bank of Nevada account  
15 #7006. (*See MSA* page 4, lines 18-24.)

16 COURT FINDS that the \$66,071 Craig was to receive from the Joint  
17 Meadows Bank Account was reduced by the express terms of the *MSA*  
18 which provides on Page 9, Item 9.1, that \$6,700 was to be paid to Cristina  
19 for temporary support arrears; and on Page 9, Item 9.2, that \$22,500 was  
20 to be paid to Cristina to prepay a portion of the property equalization  
21 obligation leaving Craig with \$36,871. Thus, the Court is persuaded that  
the only sum Craig could have reasonably relied upon when he signed the  
*MSA* is that Craig was to receive the sum of \$36,871 from the Joint

1 Meadows Bank Account and the sum of \$29,087.70 from the Bank of  
2 Nevada Account for a total of \$65,958.70 but these specifics are  
3 transitional in nature, not material as expressly acknowledged by the  
4 deposition transcript.

5 *Joint Preliminary Injunction*

6 COURT FINDS that when the parties settled, they expressly dissolved  
7 the *JPI* and waived any claims as to monies not identified in the *MSA*.

8 COURT CONCLUDES that Craig has no claim for violation of the *JPI*.

9 *Christina Fraudulently Induced Craig to Sign the MSA*

10 To establish a cause of action for fraud in the inducement, Craig must  
11 establish by clear and convincing evidence that (1) Cristina made a false  
12 representation, (2) Cristina had knowledge of the falsity of the  
13 representation, (3) Cristina intended to induce Craig to rely on the  
14 representation, (4) Craig justifiably relied on the representation, and (5)  
15 Craig suffered damages as a result of this reliance. *J.A. Jones Constr. Co. v.*  
16 *Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 290, 89 P.3d 1009, 1018  
17 (2004).

18 COURT FINDS Craig argues that because Cristina withdrew from the  
19 Joint Meadows Bank Account the sum of \$36,871 that belonged to him  
20 between the date of their oral agreement (when the sum was sitting in the

1 Joint Meadows Bank Account) and the signing of the formal agreement  
2 (when the sum was no longer sitting in the Joint Meadows Bank Account),  
3 Cristina lied to induce Craig into entering the agreement. The Court is not  
4 persuaded that Craig has proven a claim for fraud in the inducement. The  
5 parties reached their agreement on June 20, 2019 at the time they were  
6 sworn in and placed the material terms on the record through the  
7 deposition transcript and acknowledged that the matter was settled under  
8 EDCR 7.50. One of the material terms was that the parties would equally  
9 divide their savings accounts in the amount of about \$160,000. Any other  
10 specifics – including that Craig would receive \$36,871 from the Joint  
11 Meadows Bank Account as part of his 50% share -- was acknowledged to be  
12 transitional -- not material.

13 COURT CONCLUDES that Craig did not meet his burden to prove by  
14 clear and convincing evidence that Cristina made any false representation  
15 inducing Craig to entered into the parties agreement.

16 *Community Property Omitted by Fraud or Mistake*

17 NRS 125.150(3) states:

18 A party may file a postjudgment motion in any action for  
19 divorce, annulment or separate maintenance to obtain  
20 adjudication of any community property or liability omitted  
from the decree or judgment as the result of fraud or mistake. A  
motion pursuant to this subsection must be filed within 3 years

1 after the discovery by the aggrieved party of the facts  
2 constituting the fraud or mistake. The court has continuing  
3 jurisdiction to hear such a motion and shall equally divide the  
4 omitted community property or liability between the parties  
5 unless the court finds that:

6 (a) The community property or liability was included in a  
7 prior equal disposition of the community property of the parties  
8 or in an unequal disposition of the community property of the  
9 parties which was made pursuant to written findings of a  
10 compelling reason for making that unequal disposition; or

11 (b) The court determines a compelling reason in the  
12 interests of justice to make an unequal disposition of the  
13 community property or liability and sets forth in writing the  
14 reasons for making the unequal disposition.

15 If a motion pursuant to this subsection results in a  
16 judgment dividing a defined benefit pension plan, the judgment  
17 may not be enforced against an installment payment made by  
18 the plan more than 6 years after the installment payment.

19 COURT FINDS that Craig did not identify any assets that were  
20 missing (the \$36,871 was not “missing” it was accounted for but taken by  
21 Cristina when she withdrew all of the funds and closed the Joint Meadows  
Bank Account), agreed to end discovery and expressly waived any further  
claim in this case. Moreover, with regard to any other funds, Craig’s failure  
to pay attention or read documents, or choice not to conduct further  
discovery does not constitute a lie by Cristina and does not entitle Craig to a  
one-sided belated accounting of Cristina’s expenditures all of which  
predated the parties’ agreement, and neither does Craig’s one-sided  
“mistake” which is waived by the express terms of the *Decree* and the *MSA*.



1 COURT CONCLUDES that Craig did not meet his burden to prove his  
2 claim for omitted assets.

3 *Material Breach*

4 “When parties exchange promises to perform, one party's material  
5 breach of its promise discharges the non-breaching party's duty to  
6 perform.” Restatement (Second) of Contracts § 237 (Am. Law Inst. 1981).  
7 Additionally, a material breach of contract also “gives rise to a claim for  
8 damages.” *Id.* at § 243(1). Thus, the injured party is both excused from its  
9 contractual obligation *and* entitled to seek damages for the other party's  
10 breach. *See id.* § 243 cmt. a, illus. 1.” *Cain v. Price*, 134 Nev. 193, 196–97,  
11 415 P.3d 25, 29 (2018).

12 COURT FINDS that Cristina promised to equally divide the parties’  
13 savings accounts with Craig as part of the global resolution of their divorce  
14 case. But before Craig tried to access his half by taking \$36,871 from the  
15 Joint Meadows Bank Account, Cristina withdrew all of the monies from the  
16 Joint Meadows Bank Account, including the sum of \$36,871 assigned to  
17 Craig, and closed the account. Craig expected to have immediate access to  
18 the funds awarded to him pursuant to the parties’ agreement. Accordingly,  
19 Cristina breached the *MSA*.

20 ////

1 COURT FINDS that at a hearing on May 28, 2020, nearly a year  
2 before the Evidentiary Hearing, Cristina admitted that Craig is entitled to  
3 an offset of \$36,871 from his property equalization obligation to her.

4 COURT FINDS that Craig's argument that Cristina's withdrawal of  
5 \$36,871 was a material breach excusing his payment of the property  
6 equalization obligation in the much larger amount of \$427,500 is not  
7 persuasive. Craig's argument is based upon his alleged need to use the  
8 \$36,871 as collateral to secure a loan to pay the property equalization  
9 obligation to Cristina. While the evidence indicated that Cristina expected  
10 Craig to obtain a loan to pay the \$427,500 property equalization obligation  
11 on time, Craig's ability to obtain the loan was not a condition to timely  
12 payment of the \$427,500 property equalization obligation to Cristina.  
13 Moreover, Craig provided no credible evidence of a loan application, nor  
14 evidence of a loan denial, nor convincing evidence that the lack of \$36,871  
15 in Craig's hand interfered in any way toward qualifying for a \$427,500  
16 loan. Craig admitted that his poor credit interfered with qualifying for a  
17 loan. If Craig had to commit the \$36,871 as collateral for the loan, he  
18 would not be able to spend it. Craig was able to obtain dollar for dollar  
19 credit against the sum of \$427,500 he owed to Cristina. Accordingly, the  
20 Court finds that Cristina's removal of the sum of \$36,871 from the Joint

1 Meadows Bank Account was not a material breach excusing Craig's  
2 performance under the *MSA* to pay to Cristina the property equalization  
3 obligation.

4 COURT FINDS that Cristina's conduct does, however, establish  
5 unclean hands, *Lamb v. Lamb*, 83 Nev. 425, 433 P.2d 265 (1967) ("[n]o  
6 party to an action can with right or reason, ask the aid and assistance of a  
7 court in hearing his demands while he stands in an attitude of contempt to  
8 (the court's) legal orders and processes") *Id.* at 429, which the Court takes  
9 into consideration with regard to Cristina's request for further relief in the  
10 form of attorney fees.

11 COURT CONCLUDES that while Cristina breached the *MSA*, Craig  
12 has not met his burden to prove that Cristina's breach was "material."

13 *Re-characterization of Property*

14 COURT FINDS that Craig argued the *MSA* should be set aside,  
15 because the yacht is his separate property. But, Judge Throne testified that  
16 Anthem Forensics traced community property funds to Craig's yacht and a  
17 report was prepared and distributed to everyone a few days before the  
18 settlement negotiations. Thus, that ship sailed on the issue when Craig  
19 entered into the *MSA* waiving all claims against Cristina.

20 ////

1 COURT FINDS incidentally that Craig's inference Cristina took  
2 advantage of him is not persuasive. Craig was awarded, among other  
3 things, over \$95,000 in cash (although some of it was owed to Cristina and  
4 Cristina took \$36,871 of that cash), three real properties, the parties' well-  
5 established law firm, a yacht, another boat, and two vehicles. Craig does  
6 not get to keep the benefit of the bargain for himself while forcing Cristina  
7 into the further discovery and accounting he expressly waived.

8 *Outstanding Sum Due*

9 COURT FINDS the MSA obligates Craig to pay to Cristina the sum of  
10 \$427,500 for property equalization on or before September 20, 2019. Craig  
11 himself admitted during his testimony "the equalization payment, we can't  
12 litigate that again. That's actually fraud as well, but that's fine. It's been  
13 agreed to." But, Craig has not satisfied this obligation. Craig has, however,  
14 paid Cristina the sum of \$10,500 and he is entitled to a credit in the  
15 amount of \$36,871 as conceded by Cristina. Accordingly, Craig owes to  
16 Cristina the outstanding sum of \$380,129 plus statutory interest accruing  
17 from September 21, 2019.

18 Contempt

19 This Court maintains contempt power to address "[d]isobedience or  
20 resistance to any lawful writ, order, rule or process issued by the court or

1 judge at chambers.” NRS 22.010(3). Contempt proceedings may be  
2 criminal or civil in nature. *Lewis v. Lewis*, 132 Nev. Adv. Op. 46 (2016). A  
3 civil contempt action is remedial in nature because it is meant to secure  
4 compliance with the court order. *Id.* A civil contempt “must be proven by  
5 clear and convincing evidence” by the charging party and the burden of  
6 proof always lies with the charging party. *In re Battaglia*, 653 F.2d 419,  
7 422 (9<sup>th</sup> Cir. 1981).

8 “An order on which a judgment of contempt is based must be clear  
9 and unambiguous, and must spell out the details of compliance in clear,  
10 specific and unambiguous terms so that the person will readily know  
11 exactly what duties or obligations are imposed on him.” *Div. of Child &*  
12 *Family Servs., v. Eighth Judicial Dist. Court*, 120 Nev. 445, 454–55  
13 (2004).

14 Pursuant to NRS 22.030(2), before the Court has jurisdiction to hear  
15 the contempt, an affidavit must be filed of the facts constituting the  
16 contempt and served without which the Court lacks jurisdiction. *Awad v.*  
17 *Wright*, 106 Nev. 407,409-410 (1990). Moreover, the deficiency cannot be  
18 cured by proof at a hearing. *Awad v. Wright*, 106 Nev. 407,409-410  
19 (1990).

20 ////

1 COURT FINDS that in her *Closing Brief*, Cristina asks for contempt  
2 against Craig on the following issues: (1) Craig's failure to pay the  
3 children's healthcare bills; (2) Craig's failure to pay the Infiniti loan; (3)  
4 Craig's failure to sign up for Our Family Wizard; (4) Craig's violations of  
5 the Mutual Behavior Order; and Craig's failure to pay Throne & Hauser  
6 \$8,000 in attorney fees.

7 COURT FINDS that the purpose of contempt is to compel compliance  
8 with the Court's orders. By the conclusion of the Evidentiary Hearing,  
9 Craig brought current the children's healthcare bills and the Infiniti loan,  
10 and Craig signed up for Our Family Wizard. While these issues may  
11 warrant an award of attorney fees to Cristina who had to bring these  
12 proceedings to gain Craig's compliance, it is no longer appropriate to find  
13 Craig in contempt.

14 COURT FINDS that the MSA provides "Cristina shall be awarded a  
15 lump sum of \$8,000 toward her attorney's fees and costs in this case from  
16 Craig, which shall be paid directly to Throne & Hauser on or before August  
17 5, 2019 (*see MSA* page 10, lines 1-4). Craig's compliance with his obligation  
18 under the *MSA's* obligation to pay Throne & Hauser \$8,000 in attorney  
19 fees was never mentioned in Cristina's affidavits or declarations.  
20 Accordingly, the Court lacks jurisdiction to consider his alleged failure to

1 pay contempt. Additionally, the evidence was not clear that Judge Throne  
2 was not paid. Finally, the issue was never mentioned prior to the  
3 Evidentiary Hearing and is not properly before the Court.

4 COURT FINDS that the only issue of contempt left for resolution by  
5 this Court are allegations that Craig violated the parties' *Mutual Behavior*  
6 *Order* contained in the parties' *Parenting Agreement*.

7 COURT FINDS that on March 27, 2020, Cristina filed and  
8 electronically served a second *Motion for an Order to Show Cause, et al.*  
9 containing the *Declaration of Cristina Hinds* stating that Craig violated the  
10 *Parenting Agreement* prohibiting name-calling or foul language (see page  
11 9, lines 17-19) and prohibiting disparagement (see page 9, line 22) by  
12 calling Cristina "a liar and a thief" and a "dirty lying fucking cunt."

13 COURT FINDS that on May 11, 2020, Cristina electronically filed and  
14 served the *Declaration of Marshal S. Willick Esq.* clarifying the contempt  
15 issues.

16 COURT FINDS that on March 23, 2021, Cristina electronically filed  
17 and served a *Supplement* containing the *Declaration of Cristina Hinds*  
18 further clarifying and updating the request for contempt against Craig with  
19 the following specific allegations:

20 ////

1 “On August 1, 2019, Craig sent me a message calling me a  
2 “goddamn dishonest criminal!!” “PS Fuck your mother too!” and  
3 “I know what truly awful trailer park dweller you are ... Just  
4 Fuck you!”

5 “On August 1, 2019, Craig send (sic) me a message on  
6 Facebook calling me a “Miserable gold digging cunt!”

7 “On August 2, 2019, Craig sent me a message on Facebook  
8 calling me “miserably selfish cunt,” and calling my mother a  
9 “wack job.”

10 “In August 2019, Craig sent me a text saying “You are a  
11 golf (sic) digging, trailer park piece of shit Fuck you!” ... “You are  
12 stupid, lazy and selfish.”

13 “On August, 2019, Craig sent me a text saying “FUCK YOU  
14 and Fuck your miserable cunt mother,” “Fuck you and your  
15 fucking shit family!” “Fuck you and your shit mother.”

16 “On January 7, 2020, Craig sent me a message on  
17 Facebook saying I am “mentally ill, a pathological liar or a  
18 criminal mastermind.”

19 “On January 9, 2020, Craig sent me a message on  
20 Facebook calling me a “miserable thief,” and telling me “burn in  
21 hell you cunt.”

COURT FINDS that on March 30, 2021, Cristina’s *Order to Show Cause* was issued by the Court with *Notice of Entry* served electronically on March 31, 2021, specifying that it was Cristina’s position Craig violated the *Mutual Behavior Order* included in the *Parenting Agreement* filed on July 29, 2019, page 9, line 10, through page 12, line 23, which states in relevant part:



1           The parties shall limit their communication to Our Family  
2           Wizard (“OFW”), except in the event of an emergency regarding  
3           either child, or pursuant to the provisions below. The parties  
4           shall not use name-calling or foul language in any of their  
5           communication with each other. The communication shall be  
6           limited to issues associated with the care and support of their  
7           CHILDREN, and in the absence of an emergency, shall be  
8           limited to one OFW message per day. (See Page 9, Lines 15-21.)

9           COURT FINDS that in support of her request for contempt, Cristina  
10          provides Exhibit 19<sup>2</sup> which evidenced that on August 1, 2019, Craig sent the  
11          following messages to Cristina on Facebook which were also identified in  
12          her *Declaration of Cristina Hinds* filed on March 23, 2021:

13                   Just Fuck you you Goddamn dishonest criminal!!

14                   PS Fuck your mother too!!

15                   My attitude toward you and your family has changed now  
16                   that I know what truly awful trailer park dwellers you are. I  
17                   treated you like family you treated me like an employee.

18                   Just Fuck You!

19                   Miserable gold digging cunt!

20          COURT FINDS that Cristina proved Craig sent to her five separate  
21          statements hitting “send” in between containing name-calling and/or  
22          profanity in violation of the *Mutual Behavior Order* which is a clear and  
23          ////

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<sup>2</sup> Exhibit 20 is duplicative of Exhibit 19.

1 unambiguous directive that “[t]he parties shall not use name-calling or foul  
2 language in any of their communication with each other.”

3 COURT FINDS that in support of her request for contempt, Cristina  
4 provides Exhibit 19 which evidenced that on August 2, 2019, Craig sent the  
5 following message to Cristina on Facebook which were also identified in her  
6 *Declaration of Cristina Hinds* filed on March 23, 2021:

7 Fuck you you god damned miserably selfish cunt. I hated  
8 almost every minute of my life with you and your god damned  
wack job mother!

9 COURT FINDS that Cristina proved Craig sent to her one statement  
10 containing name-calling and/or profanity in violation of the *Mutual*  
11 *Behavior Order* which is a clear and unambiguous directive that “[t]he  
12 parties shall not use name-calling or foul language in any of their  
13 communication with each other.”

14 COURT FINDS that in support of her request for contempt, Cristina  
15 provides Exhibit 19 which evidenced that on January 7, 2020, Craig sent  
16 the following message to Cristina on Facebook which was also identified in  
17 her *Declaration of Cristina Hinds* filed on March 23, 2021:

18 That conversation with you yesterday was the most  
19 upsetting interaction I have ever had. I am now convinced you  
20 are mentally ill, a pathological liar or a criminal mastermind.  
Our relationship went south very early on in our marriage when  
I realized you will say or do whatever is necessary to always be

1 right. Lie invent facts whatever. You deep insecurity destroys  
2 you. I learned very early on that ever [sic] conversation was the  
3 same. It is not your fault, I told so and if I had done it it would  
4 be different, except you never actually did anything except steal.  
5 My instincts are correct. I will never talk to you again. I will  
6 never be alone in the same room with you again. You need help.

7 COURT FINDS that Cristina proved Craig sent to her one more  
8 message containing name-calling and/or profanity in violation of the  
9 *Mutual Behavior Order* which is a clear and unambiguous directive that  
10 “[t]he parties shall not use name-calling or foul language in any of their  
11 communication with each other.”

12 COURT FINDS that in support of her request for contempt, Cristina  
13 provides Exhibit 19 which evidenced that on January 9, 2020, Craig sent  
14 the following message to Cristina on Facebook which was also identified in  
15 her *Declaration of Cristina Hinds* filed on March 23, 2021:

16 Christina I worked my ass off for 10 years to pay for house  
17 and your mothers building. You like. You stole from me. You  
18 schemed. You committed insurance fraud. You used my firm for  
19 family nepotism, your knowingly hired alcoholics, ignored your  
20 duties and blamed me when we were making less money. I  
21 walked way with less money than when I came into the  
marriage. I can hear your mother’s voice marry him and steal his  
money. You are not now or have no proof that you have ever  
been my friend. Fuck you you miserable thief burn in hell you  
cunt. I am preparing a bar complaint and a lawsuit.

////

1 COURT FINDS that Cristina proved Craig sent to her one more  
2 statement containing name-calling and/or profanity in violation of the  
3 *Mutual Behavior Order* which is a clear and unambiguous directive that  
4 “[t]he parties shall not use name-calling or foul language in any of their  
5 communication with each other.”

6 COURT FINDS that in support of her request for contempt, Cristina  
7 provides Exhibit 21 which evidenced that in August 2019, Craig sent the  
8 following texts to Cristina which were also identified in her *Declaration of*  
9 *Cristina Hinds* filed on March 23, 2021:

10 There is no words in English for how much you have  
11 reduced me life. You are a golf digging, trailer park piece of shit  
Fuck you!

12 You are stupid, lazy and selfish. Behind every great man is  
13 a great woman. Behind every unhappy man is a miserable  
14 selfish cunt. You married me with the sole idea of what would  
improve your life. I gave your fat, stupid alcoholic ex boyfriend  
a job instead of getting any help in the

15 . . . .

16 FUCK YOU and Fuck your miserable cunt mother

17 . . . .

18 Fuck You and your fucking shit family!

19 . . . .

20 Fuck you and your shit mother

1                    Fuck you and your shit mother

2                    COURT FINDS that Cristina proved Craig sent to her six separate  
3 statements hitting “send” in between containing name-calling and/or  
4 profanity in violation of the *Mutual Behavior Order* which is a clear and  
5 unambiguous directive that “[t]he parties shall not use name-calling or foul  
6 language in any of their communication with each other.”

7                    COURT FINDS that any other messages are either not sent to Cristina  
8 (no order prohibits Craig from sending messages directly to Cristina’s  
9 mother insulting Cristina’s mother) or were not included in Cristina’s  
10 *Declaration of Cristina Hinds* filed on March 23, 2021 over which the  
11 Court lacks jurisdiction.

12                    COURT FINDS that Cristina admitted during her testimony that Craig  
13 has not sent any further messages in violation of the *Mutual Behavior*  
14 *Order* since early January 2020 (over 1-1/2 years ago).

15                    COURT CONCLUDES that Cristina proved by clear and convincing  
16 evidence that Craig committed 14 acts of contempt during a limited  
17 timeframe in August 2019 and two days in January 2020 and those vile  
18 messages have not been repeated for over 1-1/2 years mitigating Craig’s  
19 acts of contempt. The purpose of civil contempt is to obtain compliance  
20 with Court orders which Craig has done over the last 1-1/2 years.

1 Therefore, the Court no longer finds it appropriate to sanction Craig for the  
2 past contempts with fines. The Court would find it appropriate to award  
3 Cristina attorney fees and costs as sanctions for having to bring this matter  
4 before the Court which likely motivated Craig's compliance.

5 *Method of Craig's Future Payment of Obligations Owed to Cristina*

6 COURT FINDS that Cristina's *Order to Show Cause* against Craig did  
7 not ask to hold Craig in contempt for his failure to pay the property  
8 equalization payment by September 20, 2019. Even if she had, there is that  
9 problem of Cristina's own contempt which she seems to want the Court to  
10 ignore because she volunteered the offset. Accordingly, the Court would  
11 not find it appropriate to hold Craig in contempt due to Cristina's unclean  
12 hands in taking Craig's \$36,871 from the Joint Meadows Bank Account  
13 awarded to him pursuant to the terms of the *MSA*. Notably, Cristina's  
14 breach of the *MSA* occurred before Craig's breach.

15 COURT FINDS that Cristina asked to enforce the amount of the  
16 property equalization payment that Craig has not paid.

17 COURT FINDS that Christina moves this Court to order Craig to pay  
18 \$5,000 monthly payments towards the property equalization obligation in  
19 the now current amount of \$380,129. Neither party provided any evidence  
20 that Craig is able to pay \$5,000 per month. More importantly, Cristina

1 failed to provide any legal authority allowing the Court jurisdiction to  
2 modify the parties' contractual *MSA*.

3 COURT FINDS that Cristina also asks that Craig's property settlement  
4 obligation be reduced to judgment with the option to execute against  
5 Craig's assets if possible. But, *MSA* already reduces to judgment the  
6 original sum of \$427,500 "collectible by all legal means" if it was not paid  
7 by September 20, 2020.

8 COURT FINDS that the *MSA* already contains the remedy for Craig's  
9 lack of payment which is that the judgment "shall accrue interest on the  
10 unpaid principal balance at the Nevada Legal Interest rate starting  
11 September 21, 2019 and continuing until this obligation has been paid in  
12 full."

13 *Attorney Fees*

14 COURT FINDS that each party seeks their attorney fees and costs.

15 COURT FINDS that the *MSA* provides that "[s]hould either party  
16 bring an action to enforce or interpret this Marital Settlement Agreement,  
17 the non-prevailing party in the action shall pay the reasonable attorney's  
18 fees and costs incurred by the prevailing party in that action." (*See MSA*,  
19 page 10, lines 7-11).

20 ////

1 COURT FINDS that Cristina has been successful in obtaining  
2 enforcement of the property equalization obligation, but Cristina breached  
3 the MSA by taking funds that belong to Craig. Eventually, Cristina  
4 admitted that Craig is entitled to an offset against his property equalization  
5 obligation for those funds. Accordingly, Cristina is entitled to an award of  
6 her reasonable attorney fees and costs that she incurred only after her  
7 concession that Craig is entitled to an offset in the amount of \$36,871.

8 COURT FINDS that the remaining requests for relief arising out of the  
9 *Stipulation and Order Re: Parenting Agreement and Child Support* were  
10 resolved as follows: Cristina's request to hold Craig in contempt for his  
11 alleged failures to comply with the children's agreed sleeping arrangements  
12 (abandoned); to reimburse \$1,485.56 to Cristina for his share of the  
13 children's uncovered healthcare expenses (cured two days before the  
14 Evidentiary Hearing); to pay the children's private school expenses  
15 (abandoned); to supervise the parties' son at Boy Scout activities  
16 (abandoned); to provide travel arrangements for the children to Cristina  
17 (abandoned); to keep the children safe by allowing them to sleep on a boat  
18 that presents a fire risk (abandoned); to not engage in name calling, foul  
19 language and disparagement (granted with 14 contempts found mitigated  
20 by the passage of time with no further violations); to not discuss the



1 litigation with the children (abandoned); to enroll in Our Family Wizard  
2 (cured two days before the Evidentiary Hearing); and Craig's request to  
3 eliminate the restrictions on the children's sleeping arrangements (denied).

4 COURT FINDS that Cristina is also entitled to attorney fees and costs  
5 pursuant to EDCR 7.60(b) concerning the matters Craig brought into  
6 compliance just two days before the Evidentiary Hearing.

7 ORDERS

8 NOW, THEREFORE, based upon the foregoing *Findings of Fact and*  
9 *Conclusions of Law* and good cause appearing therefor

10 IT IS HEREBY ORDERED that the sum of \$380,129 is reduced to  
11 judgment, collectible by all legal means, and shall accrue interest on the  
12 unpaid principal balance at the Nevada Legal Interest rate and continuing  
13 until this obligation has been paid in full. Said judgment supersedes all  
14 prior judgments in this case.

15 IT IS FURTHER ORDERED that in calculating statutory interest, the  
16 sum of \$390,629 (\$427,500 less \$36,871) shall accrue statutory interest  
17 from September 21, 2019 until the date Craig paid \$10,500 at which point  
18 statutory interest shall accrue against the sum of \$380,129 (\$390,629 less  
19 \$10,500) until satisfied in full.

20 ////

1 IT IS FURTHER ORDERED that Craig's request to set aside the *MSA*  
2 on the basis that the *JPI* was violated is denied.

3 IT IS FURTHER ORDERED that Craig's request to set aside the *MSA*  
4 on the basis of fraud in the inducement is denied.

5 IT IS FURTHER ORDERED that Craig's request to adjudicate omitted  
6 community property by fraud or mistake is denied.

7 IT IS FURTHER ORDERED that Craig's request to find that Cristina  
8 materially breached the *MSA* excusing his performance or voiding the *MSA*  
9 is denied.

10 IT IS FURTHER ORDERED that Craig's request to re-characterize his  
11 yacht as his separate property is denied.

12 IT IS FURTHER ORDERED that Cristina's request for \$5,000 monthly  
13 payments from Craig toward the property equalization obligation is denied.

14 IT IS FURTHER ORDERED that Cristina's request to hold Craig in  
15 contempt for his communication with Cristina and her mother is denied.

16 IT IS FURTHER ORDERED that Cristina's request to hold Craig in  
17 contempt for his failure to pay Attorney Throne \$8,000 is denied.

18 IT IS FURTHER ORDERED that no later than August 10, 2021,  
19 Cristina shall file a *Memorandum of Fees and Costs* to include a *Brunzell*  
20 *Affidavit* and accompanied by her attorney's billing statement which shall

1 expressly set out only those attorney fees and costs consistent with the  
2 findings herein. No later than August 25, 2021, Craig shall be entitled to  
3 file a response, together with his own attorney's billing statement for  
4 comparison purposes. The matter shall be continued to the Court's In-  
5 Chambers calendar on August 25, 2021 for decision without further  
6 hearing.

7 Dated this 26th day of July, 2021

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10 Rebecca L. Burton  
11 District Court Judge  
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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Cristina Hinds, Plaintiff

CASE NO: D-18-571065-D

7 vs.

DEPT. NO. Department C

8 Craig Mueller, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 7/26/2021

15 Lorien Cole	lorien@willicklawgroup.com
16 Reception Reception	email@willicklawgroup.com
17 Mallory Yeargan	Mallory@willicklawgroup.com
18 Craig Mueller	craig@craigmuellerlaw.com
19 Dawn Throne	dawn@thronehauser.com
20 Radford Smith	rsmith@radfordsmith.com
21 John Schaller	johns@craigmuellerlaw.com
22 Lynn Shoen	Lynn@craigmuellerlaw.com
23 Craig Mueller	electronicservice@craigmueller.law.com
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JOEL SELIK

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