

IN THE SUPREME COURT OF THE STATE OF NEVADA

CRAIG MUELLER,)	No. 83412	Electronically Filed
Appellant,)		Nov 29 2021 05:47 p.m.
Vs.)	Related Dist. Court Case,	Elizabeth A. Brown
)	8th Jud. Dist. Ct.	Clerk of Supreme Court
CHRISTINA HINDS.)	Case No. D-18-571065-D	
)	Dept. C	
Respondent,)		
)	CHILD CUSTODY FAST	
)	TRACK STATEMENT	
)		
)		

APPENDIX VOLUME I

/s/ Michael J. Mcavaoyamaya

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DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

Plaintiff,

VS.

CRAIG MUELLER

Defendant.

)
)
)
)
) CASE NO. D-18-571065-D
) DEPT NO. C
)
) UNDER SUBMISSION

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDERS

THIS MATTER came before the Court for Trial of this post-divorce matter for one half-day on April 1, 2021 and one full-day on May 10, 2021 with closing arguments due by stipulation of the parties on June 18, 2021. Plaintiff, **Christina Hinds (“Christina”)**, was present and represented by Attorney Marshal Willick and Attorney Lorien Cole, and Defendant, Craig **Mueller (“Craig”)**, was present and represented by Attorney Michael MacAvoyamaya. The Court heard the testimony from the parties and their witnesses, received exhibits admitted by the Court, and, after review of the pleadings and papers on file herein, after considering and weighing the 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
21

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.¹ 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

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20
21 ¹ 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-
21

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 fully [*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
22 contract and is governed by the general principals of contract law.

23 ***Grisham v. Grisham***, 128 Nev. ____, 289 P.2d 230, 234 (Adv. Op. No. 60,
24 December 6, 2012) and ***Anderson v. Sanchez***, 132 Nev. ____, ____ P3d ____
25 (Adv. Op. No. 34, April 28, 2016). In the context of family law, parties are
26 permitted to contract in any lawful manner. ***Rivero v. Rivero***, 125 Nev.
27 410, 429, 216 P.3d, 226 (2009).

28 ////

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,
collectible by all legal means, and shall accrue interest on the
unpaid principal balance at the Nevada Legal Interest rate
starting September 21, 2019 and continuing until this obligation
has been paid in full. (***See MSA*** page 8, lines 20-27, and page 9,
lines 1-2.)

10 **Craig's Defenses**

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

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

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.

1 iii. Joint savings account at Bank of Nevada, account
2 #7006, with a balance of \$29,087.70.

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

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

10 COURT FINDS that Craig then argues Christina did not provide
11 account statements from the accounts from February 2019, when she filed
12 her *General Financial Disclosure Form*, through June 2019, when the
13 **parties settled their case at Cristina's deposition. Craig's complaint is not**
14 persuasive. The Meadows Bank Account was a joint account to which Craig
15 had access at any time to obtain information. Moreover, when the parties
16 finalized the transitional aspects of their settlement, Cristina provided the
17 current financial statements for each of the accounts. Thereafter, the *MSA*
18 expressly itemized the balances in each of the accounts, including Bank of
19 Nevada Money Market Account #7006 with a balance of \$29,087.70; Joint
20 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
21 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 ////

21

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 (9th 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 19² 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 ////

24 Page 28 of 38

25

² 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

21 Page 29 of 38

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
22 marriage. I can hear your mother’s voice marry him and steal his
23 money. You are not now or have no proof that you have ever
24 been my friend. Fuck you you miserable thief burn in hell you
25 cunt. I am preparing a bar complaint and a lawsuit.

26 ////

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

21 Page 31 of 38

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 ////

21

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 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.**

Dated this 26th day of July, 2021

Rebecca L. Burton

5B9 812 4462 337F
 Rebecca L. Burton
 District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Cristina Hinds, Plaintiff

CASE NO: D-18-571065-D

vs.

DEPT. NO. Department C

Craig Mueller, Defendant.

AUTOMATED CERTIFICATE OF SERVICE

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

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JOEL SELIK

Joel@SelikLaw.com

Eight Judicial District Court Clark County, Nevada

EXHIBIT BOOK INDEX

Christina Hinds v. Craig Mueller

Case Number: D-18-571065-D

PRESIDING JUDGE Rebecca Burton					PLAINTIFF'S ATTORNEY Michael J. McAvoy-Amaya, Esq.	DEFENDANT'S ATTORNEY Lorien Cole, Esq.
TRIAL DATE (S) April 1, 2019 1:30 P.M.					COURT REPORTER	COURTROOM DEPUTY
PLF. NO.	DEF. NO.	DATE OFFERED	MARKED	ADMITTED	DESCRIPTION OF EXHIBITS* AND WITNESSES	
					Exhibit A – June 20, 2019 Settlement Transcript MUELLER1-10	
					Exhibit B – Hinds Financial Disclosure 2/2019 MUELLER328-338	
					Exhibit C – Meadows Account Statements MEULLER138-148	
					Exhibit D - Hinds CitiBank Account Statements CH000200-229	
					Exhibit E – Hinds Liens On Craig's Property MUELLER566-575	
					Exhibit F - Counsel Settlement Accounting Emails MUELLER151-181	
					Exhibit G - 2015 Meadows Bank Account Statements 2015 MUELLER576-578	
					Exhibit H - Mueller BoN Statements #1388 5/15/20-6/15/20 MUELLER599-600	
					Exhibit I - Stipulated Decree of Divorce MUELLER503-510	
					Exhibit J - Stipulated Parenting Agreement MUELLER480-502	
					Exhibit K - Marriage Settlement Agreement Executed MUELLER579-598	
					Exhibit L – Joint Preliminary Injunction MUELLER618-620	
					Exhibit M – Minute Order 2/22/2019 MUELLER621-623	
					Exhibit N – Mueller Hinds BoN Statements 11/2018-5/2019 MUELLER624-680	
					Exhibit O – Hinds Expert Witness Report 6/14/2019 MUELLER374-477	
					Exhibit P – Hinds American Express Statements CH000078-141	
					Exhibit Q – Counsel Emails RE: Equalization Payment Loan MUELLER681-683	
					Exhibit R – Hinds December 2018 Financial Discl. MUELLER 684-692	

Exhibit A

Hinds v. Mueller

Reporter's Partial Transcript of Deposition of Cristina Hinds

June 20, 2019



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6/20/2019

1
2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4 * * * * *
5 CRISTINA HINDS,)
6 Plaintiff,)
7 vs.) CASE NO. D-18-571065-D
8)
9 CRAIG A. MUELLER,)
10 Defendant.)
11)
12
13 REPORTER'S PARTIAL TRANSCRIPT OF
14 DEPOSITION OF CRISTINA HINDS
15 Taken on Thursday, June 20, 2019
16 At 10:20 a.m.
17 At 2470 St. Rose Parkway
18 Suite 206
19 Henderson, Nevada
20
21
22
23
24
25 Reported by: Janice David, CCR No. 405

3

1 MR. SMITH: All right. We're going back on
2 the record. This was said and -- and in partiality we
3 took the deposition of Mrs. Hinds.
4 In the interim between the break we have
5 negotiated a resolution. I believe the terms are
6 agreed. We're going to allow the parties to address
7 that if they -- if they're going to make this deal.
8 So, here is the -- the terms as I understand
9 them. And if --
10 Dawn, if you want to read the -- what you
11 understand to be the division of property.
12 MS. THRONE: Okay, that Cristina will be
13 awarded the house at 3 Starbrook as her sole and
14 separate property, subject to the debt; her interest
15 in Two Fat Chicks LLC; 80,000, which is half of the
16 cash the parties have in their -- their three savings
17 accounts; her vehicle.
18 MR. MUELLER: Is that -- she's already taken
19 her half of that money out of the money mark -- or the
20 bank. The rest of the money --
21 MR. SMITH: The money is going to be divided
22 from the cash accounts. That's what we talked about.
23 That's what you agreed upon.
24 MR. MUELLER: Including the earlier withdrawal
25 she --

2

1 APPEARANCES:
2 For the Plaintiff: MICHELLE A. HAUSER
3 DAWN R. THRONE
4 ATTORNEYS AT LAW
5 THRONE & HAUSER
6 1070 W. Horizon Ridge Parkway
7 Suite 100
8 Henderson, Nevada 89012
9 For the Defendant: RADFORD J. SMITH
10 ATTORNEY AT LAW
11 RADFORD J. SMITH, CHARTERED
12 2470 St. Rose Parkway
13 Suite 206
14 Las Vegas, Nevada 89074
15
16
17
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EXHIBITS MARKED FOR IDENTIFICATION
(NOT ATTACHED)

4

1 MR. SMITH: No. It's going to be the full
2 amount that's contained, because the money that she
3 took -- okay. We're not -- do we want to make this
4 deal or not?
5 MR. MUELLER: I do want to make the deal.
6 She's already taken a hundred and forty thousand --
7 MR. SMITH: No. She put that money back.
8 That's -- that money is already in the account.
9 MR. MUELLER: Okay. All right. Then, well, I
10 withdraw my objection.
11 MS. THRONE: Okay. So, they're going to -- we
12 believe it's about a hundred and sixty thousand in the
13 three savings accounts. -- equally divide that.
14 Cristina will get her Infiniti, and you're
15 going to pay off the debt on that. She's going to get
16 the IRA that's in her name. And that's her share of
17 the community property.
18 Craig will receive the business as his sole
19 and separate property, subject to any debts associated
20 with the business. He will be confirmed that the boat
21 known as Mojave Moon is his sole and separate
22 property. And that does not currently have a debt.
23 The Boston Whaler is confirmed as his sole and
24 separate property. He gets half of the cash in the
25 three savings accounts. He's awarded his Malibu,

<p style="text-align: right;">5</p> <p>1 subject to the debt, and the IRA, and invest -- go in 2 his name. 3 MR. SMITH: Doesn't he have a truck or 4 something? Is that owned by the firm or -- 5 MS. THRONE: Oh, yeah. No. 6 MR. MUELLER: It's just a junk truck I bought 7 back from -- 8 MR. SMITH: I want it to be in there. I don't 9 want to say we forgot it. 10 MS. THRONE: Yes. He is awarded the 2002 GMC 11 Tahoe, I think it is. 12 MR. SMITH: Yes. 13 MS. THRONE: And Cristina is confirmed that 14 her interest in Jack & Gracie LLC is her sole and 15 separate property. It's confirmed that Craig's sole 16 and separate property includes the house at 2429 Crane 17 in North Las Vegas, subject to the debt; 808 South 18 Seventh Street, Las Vegas, Nevada, which is owned free 19 and clear. 20 MR. SMITH: I thought there was a debt 21 associated with that. 22 Weren't you paying a mortgage or something 23 like that on there? 24 MS. THRONE: No. He converted it to a 25 personal loan.</p>	<p style="text-align: right;">7</p> <p>1 file their 2018 joint -- personal tax returns jointly, 2 will be jointly responsible for what's owed on that 3 for '18. 4 MR. SMITH: Is that okay? 5 MR. MUELLER: That's fine. 6 MS. THRONE: They also need to do a 2018 tax 7 return for Mueller, Hinds & Associates and a final tax 8 return for Mueller, Hinds & Associates so they can 9 close that entity up. 10 MR. SMITH: They dissolve it after that? 11 MS. THRONE: Dissolve it after that. I think 12 it's already on -- suspended with the secretary of 13 state. 14 MR. SMITH: Okay. 15 MS. THRONE: Craig's new law firm, which is 16 Mueller & Associates -- 17 MR. MUELLER: Yes. 18 MS. THRONE: -- is awarded to him as his sole 19 and separate property. 20 MR. SMITH: Which is essentially Mueller; 21 right? 22 MS. THRONE: Same thing. And Cristina has a 23 new entity that is Cristina Hinds, Attorney. 24 MS. HINDS: Cristina A. Hinds, Attorney. 25 MS. THRONE: Yes. That is his sole and</p>
<p style="text-align: right;">6</p> <p>1 MR. SMITH: Okay. So, you're paying the 2 personal loan now? 3 MR. MUELLER: It is the legacy of -- 4 MR. SMITH: But You're paying that mortgage. 5 MR. CRAIG: It's my responsibility. 6 MR. SMITH: Okay. All right. 7 MS. THRONE: The Pennsylvania house that's in 8 Glen Rock, Pennsylvania as his -- is free and clear. 9 That's his sole and separate property, also. 10 We agreed that there will be an equalization 11 payment of \$450,000 and that will be paid in cash 12 within sixty days. 13 MR. SMITH: Well, let's -- let's say within 14 sixty or -- or ninety days prior -- or prior, 15 depending on when the loan closes. 16 MS. THRONE: Okay. Ninety days. But Craig 17 will have a commitment letter on or before the date 18 the pretrial memorandums are due in this case. 19 Otherwise, we're going to proceed to trial on -- 20 MR. SMITH: We'll proceed to trial on the 21 financial issues. 22 MS. THRONE: On the financial issues. 23 MR. SMITH: And since you did this, why don't 24 you do the custody? 25 MS. THRONE: Okay. The parties are going to</p>	<p style="text-align: right;">8</p> <p>1 separate property, subject to any debts and 2 obligations. 3 Each party is going to indemnify and defend 4 the other against any debts, obligations associated 5 with the assets they're being awarded as well as they 6 each have their own American Express accounts with 7 balances currently. They will be solely responsible 8 for their own American Express credit card debts. 9 Each will pay their own attorney's fees, 10 costs, and expert witness fees. The only exception is 11 that Craig has made a check payable to Throne & Hauser 12 for \$6,550. He agrees that if there is any problems 13 with that, he'll make sure that's good. 14 The -- Craig will pay Cristina child support 15 at the current top cap, which is \$1,165 per month per 16 child, starting July 1st. Craig will also be liable 17 for private school for the -- both children as an 18 additional child support, an upward deviation on his 19 child support obligation. 20 The parties have agreed that Cristina can 21 maintain health insurance coverage under the group 22 policy that is currently probably still under the name 23 of Mueller, Hinds & Associates, but she will be 24 responsible for her share of that premium. 25 MR. SMITH: Is that -- have you transferred</p>

9

1 that insurance over to your new firm?
 2 MR. MUELLER: I don't know. I've got --
 3 MR. SMITH: Let's just say it this way, that
 4 the current insurance will -- that the parties will
 5 make all -- take all reasonable steps and sign any
 6 documents necessary to retain Cristina's coverage
 7 under that policy even if it includes entering into
 8 some sort of employment relationship, provided that
 9 the employment relationship is going to be limited to
 10 the work that Cristina does for the firm, for Craig's
 11 new firm or Mueller & Hinds, however they have to do
 12 that, and that -- that Cristina will cover whatever
 13 the cost is of the premium or associated with her
 14 insurance.
 15 What about the kids? Do you cover them under
 16 the health insurance?
 17 MR. MUELLER: Yes.
 18 MR. SMITH: Okay. And then divide up health
 19 insurance costs; right?
 20 MS. THRONE: Right. Yes. So, Craig will
 21 continue to provide that health insurance for the two
 22 children.
 23 MR. SMITH: Anything unreimbursed.
 24 MS. THRONE: Yes, all unreimbursed medical,
 25 dental, orthodontic, eyeglasses --

11

1 MR. MUELLER: Or even over there for three
 2 weekends, you know, will be a good time.
 3 MR. SMITH: Let me just point out to you that
 4 meth addicts get every other weekend.
 5 MS. HINDS: No. That's fine.
 6 MR. SMITH: All right. Friday through -- but
 7 you got to -- you -- provided you have a place to stay
 8 with them and at your mom's house.
 9 MR. MUELLER: My mom's house.
 10 MR. SMITH: The near the school and near
 11 Cristina's house, let's just say that within proximity
 12 so that you can regularly and easily get them to
 13 school and pick them up from the house. Usually the
 14 receiving parent does the transportation. You guys
 15 can work out whatever you want but -- and -- unless
 16 you pick them up from school, and then all exchanges
 17 are just at school.
 18 MS. THRONE: All right. So, do we want to put
 19 a time -- school is out right now.
 20 Do we want to put a time on the Friday and
 21 Sunday?
 22 MR. SMITH: What time will you pick them up on
 23 Friday, Craig?
 24 MR. MUELLER: They get out at 3:30. I or
 25 one -- some -- Mom will be there -- I can't say Mom

10

1 MR. SMITH: 30/30.
 2 MS. THRONE: -- 50/50 and on the 30/30 rule.
 3 MR. SMITH: That just means you got to get
 4 receipts to her within thirty days and vice versa.
 5 MS. THRONE: With regard to the parties' two
 6 minor children, the parties will share joint legal
 7 custody. And we'll incorporate all the standard terms
 8 on that. They have agreed to a custody agreement that
 9 will be a springing to joint physical custody, in the
 10 event that the phases are complied with.
 11 Currently under phase 1 Craig -- as long as
 12 Craig is living in his current apartment, until he
 13 moves into a house near Cristina and the school where
 14 he can have the children more, he's going to have
 15 visitation every other weekend from Saturday morning
 16 until Sunday evening.
 17 Do we want to put specific times?
 18 MR. MUELLER: Friday. No. I -- I'd like to
 19 get them from Friday afternoon until Sunday night.
 20 MR. SMITH: Cristina?
 21 MS. HINDS: Well, he doesn't have a place to
 22 live.
 23 MR. SMITH: Provided that we -- he takes care
 24 of it at his mom's house? Do you want to do it that
 25 way?

12

1 anymore, I guess.
 2 MR. SMITH: What time will you be able to pick
 3 them up now?
 4 MR. MUELLER: I'll pick them up at 3:30,
 5 whenever they -- or 3:15 when they get out.
 6 MS. HINDS: They're not in school right now.
 7 MR. SMITH: Would that work for you, 3:30,
 8 even if you're --
 9 MR. MUELLER: We'll make it five o'clock now.
 10 MR. SMITH: Okay, five o'clock and then 3:30,
 11 then, after school.
 12 MS. THRONE: And then make it the same on
 13 Sunday, 5 p.m. or...
 14 MR. SMITH: Five p.m. That works.
 15 MR. MUELLER: That's fine.
 16 MS. THRONE: Okay. All right. So, we'll do
 17 that.
 18 And when does he want to start that? This
 19 weekend? Or is it next weekend? I just want them
 20 both to be on the same page.
 21 MR. SMITH: You said he had them last weekend;
 22 right?
 23 MS. HINDS: (No audible response.)
 24 MR. SMITH: Do you want to -- do you want to
 25 go this weekend again, or do you want to go the

13

1 weekend after that?
 2 Every other weekend would mean you --
 3 MR. MUELLER: Well, I'm taking them to -- for
 4 the Fourth of July. So...
 5 MR. SMITH: How does that work out?
 6 MR. MUELLER: So, is there one more weekend?
 7 MS. HINDS: Fourth of July is...
 8 MS. THRONE: This coming weekend is
 9 Cristina's, which is the 22nd, 23rd. And I think he's
 10 going to have the next two weekends after that,
 11 because he's planning on being gone.
 12 MR. MUELLER: Yeah. That's fair.
 13 MR. SMITH: That's reasonable.
 14 MS. THRONE: Okay. So, his --
 15 MR. SMITH: And then Cristina would have the
 16 weekend after that, and then you would start
 17 alternating them after that.
 18 MS. THRONE: Right. So -- so, Cristina will
 19 get the weekend of July -- July 13 and 14 as her first
 20 weekend under this plan. And then Craig will have the
 21 20th and 21st of July and rotating from there?
 22 MR. SMITH: Okay.
 23 MS. THRONE: Sound good? And then we will go
 24 to -- as soon as Craig finds a home near Cristina and
 25 the kids' school, we're going to go to phase 2, which

15

1 MR. SMITH: -- six months instead of
 2 January 1st?
 3 MR. MUELLER: It's January. Six months will
 4 be fine.
 5 MR. SMITH: All right.
 6 MS. THRONE: Do you want to designate -- is
 7 Monday, Tuesday -- who gets Monday, Tuesday and who
 8 gets Wednesday, Thursday?
 9 MR. MUELLER: I'll take Wednesday and
 10 Thursdays.
 11 MS. THRONE: Okay, Dad Wednesday and Thursday.
 12 And then if Dad -- six months of him living in the
 13 home under phase 2 is not completed and he's not
 14 consistent in that, then we're agreeing to Mom having
 15 a -- primary custody as the final order, subject to
 16 Dad's visitation, which we can send them to mediation
 17 to do.
 18 MR. SMITH: All right.
 19 Craig, do you understand that? That means
 20 that you got to jump through those hoops for six
 21 months and keep that time frame. It will be absent an
 22 emergency. I mean, obviously there may be times that
 23 Cristina is working and she's going to need you to
 24 take the time. That -- that's just the way it works
 25 with kids.

14

1 will be every other weekend from Friday, either from
 2 pickup from school -- school is in session. -- or
 3 5 p.m. if it's not, to Monday morning, either drop off
 4 at school or seven o'clock in the morning exchange if
 5 he's got to go to a -- work or later. If he --
 6 they're not in school on Monday, it's not going to
 7 matter to you either if he's -- doesn't have court,
 8 but you guys are going to have to work out the Monday
 9 morning, before he goes to work or when he drops them
 10 off at school.
 11 And then on the weeks he does not have the
 12 children on the weekend, he would have them from
 13 Thursday after school until Friday after school, is
 14 his custodial time. They're in school. Then Mom
 15 would pick them up on Friday after school. But -- and
 16 he'll drop them off. But if they're not in school,
 17 they can spend Friday with Dad.
 18 MR. SMITH: All right.
 19 MS. THRONE: And we're going to -- if he does
 20 that consistently on his visitation, absent emergency,
 21 he's exercising his visitation for six months, then we
 22 go to phase 3, which will be the final order of shared
 23 custody, doing a two, two, three.
 24 Do we want to designate who's going to have
 25 Monday, Tuesday --

16

1 But if you just show up and you say, no, I
 2 don't -- you know, I don't feel like taking the kids
 3 this time or I would rather do something else --
 4 MR. MUELLER: -- flake and won't do what I
 5 said I'd do.
 6 MR. SMITH: But this is what you agreed to and
 7 you agreed to --
 8 MR. MUELLER: I agreed to it. All right.
 9 Fine.
 10 MS. THRONE: And then for holidays do we want
 11 to just put department C's standard as the default
 12 holiday plan --
 13 MR. SMITH: Unless we want to do something
 14 different, but, yeah, we'll do that as the default.
 15 I think I've given you a parenting plan. So,
 16 if you want to, I'll send it to you in Word. And if
 17 you want to do the parenting plan part, I'll put --
 18 I'll do the -- I'll probably do an MSA into a decree,
 19 and then we'll just incorporate it all into the decree
 20 and keep it.
 21 The file is sealed; right?
 22 MS. THRONE: Yes.
 23 MR. SMITH: Okay. So, we're good.
 24 All right. So, is there anything else that we
 25 need to put on the record?

17

1 MR. MUELLER: No.
2 MS. THRONE: Forget anything?
3 MS. HINDS: I don't think there is anything
4 else.
5 MR. SMITH: Okay. I think what's clear is we
6 have -- if we have forgot something, it's not
7 material. We've definitely addressed the material
8 terms. And so if there is something that we haven't
9 contemplated in terms of some obscure thing or
10 something that we forgot in terms of an asset that's
11 not material, we'll be able to work that out through
12 counsel.
13 And it's my understanding that I'll propose
14 language to you in regard to the deal in terms of a
15 marital settlement agreement; you'll work with the
16 parenting plan I gave you. You're not committed to
17 that plan, but it's something you can start with in
18 terms of working those provisions into it. And then
19 we'll get that finalized.
20 Both parties understand that we haven't put
21 every term on the record in terms of the agreement but
22 these terms are the essential terms to the agreement;
23 they're sufficient enough to enter into a contractual
24 relationship; they contain all the material terms in
25 terms of the overall deal; and the rest of it will all

19

1 MR. MUELLER: There is only just so much I can
2 do so fast. Okay? I've moved the business. I've got
3 things done. I would like to get my stuff out of
4 there. I -- nothing I would love better than a garage
5 with a nice work bench in it.
6 MR. SMITH: So, you have tools; right? You
7 told me you had some tools.
8 MR. MUELLER: I've got three generations of
9 tools: grandpa's, great grandpa's. I got a bunch of
10 tools.
11 MR. SMITH: Are there tools, and is that going
12 to be an issue: the tools, or are there certain tools
13 you would like to keep or...
14 MS. HINDS: Oh, no. There is -- his stuff
15 is -- there was a -- I mean, like -- I had like a
16 hammer. There is not anything -- I had like a hammer
17 and a wrench.
18 MR. SMITH: You'll leave a hammer and a
19 wrench.
20 MR. MUELLER: And I'm sure you don't object if
21 I take the tool bench I built out of there.
22 MS. HINDS: No, but you have to fix the wall,
23 though.
24 MR. SMITH: Got things attached to it or
25 something? So, you'll fix the -- he'll -- he'll agree

18

1 be what's commonly referred to as transitional sort of
2 things, like who pays what, when, and for who and then
3 documents that are commonly contained in a marital
4 settlement agreement, such as legal provisions, that
5 we as lawyers, the four of us here, have seen many,
6 many times in terms of no party deemed drafter, time
7 is of the essence, each party enters into the
8 agreement voluntarily, et cetera?
9 Do you understand those -- those things are
10 not yet -- we didn't read those things into the
11 record, but those are implied to be part of this deal.
12 Is that all -- does everybody agree?
13 MS. HINDS: (No audible response.)
14 MS. THRONE: Yes.
15 MS. HINDS: Yes.
16 MR. SMITH: You have to answer orally, like I
17 told you.
18 MR. MUELLER: Yes.
19 MR. SMITH: So, I want to canvass Craig.
20 MS. THRONE: I have one more question to make
21 sure we're all on the same page. I know Craig still
22 has clothes, personal stuff at 3 Starbrook.
23 Does he want any furniture, just so she knows
24 what he's going to get? And he probably can't get it
25 until he gets a house. So...

20

1 to fix the wall.
2 MR. MUELLER: Stucco. It's not a problem.
3 MR. SMITH: Okay.
4 MS. THRONE: I'm not saying you have to pick
5 that stuff up immediately or something like that. I
6 know you probably can't until you have a house to put
7 it into. But I want her to understand what you're
8 expecting to take from the house generally.
9 MR. SMITH: Other than the tools and the
10 personal belongings, is there anything else you want
11 from the house?
12 MR. MUELLER: Do you want the bedroom set?
13 MS. HINDS: Well, I mean, I don't have the
14 money to buy one. If you don't want it --
15 MR. MUELLER: Then you can have it. That's an
16 expensive bedroom set. I was going to put a light
17 sand finish and go back and re-stain the floor damage
18 along -- the water damage along the floor from the --
19 so, if you want the bedroom set, it's yours.
20 The couch in the TV room, that's a very
21 expensive leather couch. As you know, it's worn very
22 well.
23 Do you want that or keep it?
24 MS. HINDS: Well, I don't have the money to
25 buy furniture, Craig. You know that.

21

1 MR. MUELLER: That's fine. All right. Let's
2 think for a second. What else is there?
3 The other couch we threw away, because it
4 was -- the sun faded it.
5 MR. SMITH: How about this: How about, since
6 he wants this couch --
7 MR. MUELLER: No. No. No. She can have it.
8 I'm sorry.
9 MR. SMITH: Fine. No. No. That's fine.
10 MS. THRONE: We don't want you guys to have
11 problems later.
12 MR. SMITH: That's fine. If --
13 MS. THRONE: Or if he wants to make a list, if
14 he wants to think about it more, just so that we have
15 a full understanding --
16 MR. SMITH: Well, what I'm saying is, you may
17 not have enough money now, but in conceivably ninety
18 days you'll have enough money to buy yourself, you
19 know, a new couch.
20 So, Craig, I was just saying, if you want that
21 couch, I mean, it's reasonable. Usually we divide
22 up -- you have A/B list, so somebody creates two
23 lists, and then you figure out how the stuff is going
24 to be divided. But if you're saying you just want a
25 couch and your tools, I don't think that's

23

1 MR. SMITH: You get the kids' furniture?
2 She's already --
3 MR. MUELLER: She can keep the kids'
4 furniture.
5 MR. SMITH: What else?
6 MR. MUELLER: Stuff in the attic, I don't want
7 any of the toddlers and tiaras, trophies or anything.
8 Don't throw -- I was going to keep those wooden trains
9 for grandkids if -- someday.
10 MS. HINDS: I haven't thrown anything out.
11 MR. MUELLER: No. I just want...
12 MS. HINDS: Yes.
13 MS. THRONE: You're okay with him taking
14 those?
15 MS. HINDS: Uh-huh.
16 MR. MUELLER: Bicycles?
17 MS. HINDS: Well, the kids use the bikes.
18 MR. MUELLER: I wasn't talking about the kids'
19 bikes. There are two adult bikes.
20 MS. HINDS: Mine and Mike's?
21 MR. MUELLER: Yours and Mike's. All right.
22 That's fine.
23 MS. HINDS: Is there -- how many bikes are
24 there? There is an extra bike.
25 Why don't you take the Mongoose, the white

22

1 unreasonable.
2 Is there anything else you want out of the
3 house?
4 MR. MUELLER: I would like that couch back.
5 That was a really nice couch, and I --
6 MS. HINDS: Are you talking about the one we
7 bought or yours?
8 MR. MUELLER: The one in the TV room, the side
9 TV room.
10 MR. SMITH: Is that the one you bought, or is
11 that yours?
12 MS. HINDS: Well, just take it. Yeah. You're
13 talking about the one that you always had; right?
14 MR. SMITH: Right.
15 MR. MUELLER: Just one in the back.
16 MS. HINDS: Oh, yeah. You can have it.
17 MR. MUELLER: If you don't mind --
18 MS. HINDS: Yeah, other than the one the kids
19 use and the dog -- the dog uses all the time.
20 MS. THRONE: So, you have more than one couch
21 in this house; right?
22 MS. HINDS: Yeah. No. Take the furniture.
23 MS. THRONE: Good.
24 MR. MUELLER: I can get my books back, the
25 kids' stuff, gets -- gets the -- get the furniture.

24

1 one?
2 MR. MUELLER: All right. Well --
3 MS. HINDS: Yeah. There is an extra bike
4 there you can have.
5 MS. THRONE: So, it sounds like for the most
6 part you guys can work this out.
7 And you understand he's not going to be able
8 to get this stuff from the house until he gets a
9 bigger place to live than he's currently living. So,
10 you'd better keep it safe.
11 MR. SMITH: Probably will correspond with you
12 having a lot more money to buy whatever you need to
13 buy anyway. So, it works out just fine.
14 MS. THRONE: I want it to be on the record
15 you're agreeing it's going to be there safe for him.
16 MS. HINDS: But I have a question, though.
17 So, what if -- so, what happens to the
18 10,000-dollar-a-month order? Does that -- is that in
19 effect until this -- I get a settlement, or do I
20 not -- I didn't contemplate not having anything for
21 like three months.
22 MR. SMITH: Well, he's got to pay the child
23 support. The order was due through this month. So --
24 MR. MUELLER: Yeah. Another --
25 MS. HINDS: No. No, just a monthly payment.

25

1 MR. MUELLER: She's didn't order it. I didn't
2 order it.
3 MS. HINDS: I'm talking about the 10,000.
4 MR. MUELLER: The answer is, if you're
5 starving to death over there, I'll kick you some
6 bucks. I definitely don't have a problem with that,
7 as long as I've got it.
8 MS. HINDS: I know, but you've never had it.
9 That's the thing, or else you would use it. Okay.
10 Yeah.
11 MS. THRONE: So, maybe until he can give her
12 the four fifty, he can give her like five a month on
13 top of the child support that will be credited against
14 the four fifty.
15 MR. MUELLER: All right.
16 MS. HINDS: No.
17 MS. THRONE: That gives her a little bit of
18 money.
19 MR. MUELLER: We'll -- I have some deep
20 reservations about -- I have three really slow weeks
21 for criminal law. So, I don't know if it's a trend or
22 it's just a bad, bad month. That's just the way it
23 goes. But I'll see what happens.
24 MS. HINDS: But all the money I have in
25 savings I'm going to spend in the next three months.

27

1 Whereupon --
2 CRAIG MUELLER, having been first duly sworn to
3 tell the truth, the whole truth, and nothing but the
4 truth, was examined and testified as follows:
5 * * * * *
6 MR. SMITH: Mr. Mueller, we're placing on the
7 record today an agreement that you've heard the terms
8 of.
9 Do you understand the terms of the agreement
10 that have been read into the record?
11 MR. MUELLER: Yes.
12 MR. SMITH: And you understand that this
13 agreement will be -- even though there is no writing,
14 that this agreement will be considered a stipulation
15 electronically signed by your testimony under oath as
16 to the acceptance of that agreement and be enforceable
17 just like any -- any stipulation would be enforceable
18 under EDCR 7.50? Are you aware of that?
19 MR. MUELLER: I do. I am.
20 MR. SMITH: And I understand that you're not
21 certainly happy with these terms, but you understand
22 that you've agreed to these terms and once you've
23 walked out of this room, there is no changing these
24 terms?
25 MR. MUELLER: Yes.

26

1 MS. THRONE: I know.
2 MR. MUELLER: All right. The answer is, I
3 will -- I propose I'll just -- I'll give you 5,000
4 every two weeks, it total for the four fifty. That
5 will keep you for --
6 MR. SMITH: You're going to probably end up
7 taking it from your savings anyway.
8 MR. MUELLER: I'm hoping not to, but I'm going
9 to have to.
10 MS. THRONE: You can live with that?
11 MS. HINDS: Yeah.
12 MS. THRONE: Then you have money to live.
13 MS. HINDS: Well, yeah, just until -- just
14 until the -- I don't want to spend every -- if -- I
15 know my expenses are \$10,000 a month just for the
16 house. I can only spend -- then I won't have any
17 money left from the -- okay.
18 MS. THRONE: Okay. I think we've got all the
19 material terms on there.
20 I know she has been sworn in. Do you want to
21 swear him in?
22 MR. SMITH: Yeah.
23 Do you want to, Madam Court Reporter, swear
24 Mr. Mueller in?
25

28

1 MR. SMITH: You understand that?
2 MR. MUELLER: I am. My reservation is not --
3 MR. SMITH: Okay. Let's -- that's the deal
4 we've got here. So, is -- your reservation is what?
5 MR. MUELLER: This all seems to be contingent
6 on me continuing to make money at a -- at the current
7 pace, and I have some concerns because of the change
8 in the advertising scheme last month. But I will
9 honor the contractual obligation.
10 MR. SMITH: Well, the contractual
11 obligation -- you understand that the four fifty
12 you're paying her has no -- it can't be changed even
13 if you don't make the money that you're making now?
14 MR. MUELLER: Yes. I am well-aware that I am
15 going to be in debt.
16 MR. SMITH: Okay. All right. So, has -- all
17 right.
18 And so you understand it's a binding
19 agreement?
20 MR. MUELLER: Yes, I do.
21 MR. SMITH: And you're -- all right. I don't
22 have anything else.
23 MR. MUELLER: Are we done?
24 MS. THRONE: Mr. Mueller, are you under the
25 influence of any alcohol or drugs today that would

29

1 affect your ability to understand?
 2 MR. MUELLER: If only I were. No, I'm not.
 3 MS. THRONE: I'm sure we would all like a
 4 drink after this.
 5 Cristina, have you heard all the terms we put
 6 on the record regarding custody --
 7 MS. HINDS: Yes.
 8 MS. THRONE: -- division of assets? And do you
 9 understand those terms?
 10 MS. HINDS: Yes, other than the question I
 11 just asked you.
 12 MS. THRONE: And that the -- you understand
 13 that we're making a binding agreement today that you
 14 will not be able to change after we're done with this
 15 record; right?
 16 MS. HINDS: Yes.
 17 MS. THRONE: Under EDCR 7.50, we're going to
 18 make this a binding global settlement agreement for
 19 both of you.
 20 Are you voluntarily entering into this global
 21 settlement agreement with Mr. Mueller?
 22 MS. HINDS: Yes.
 23 MS. THRONE: Have all your questions regarding
 24 these terms been answered?
 25 MS. HINDS: Just the one question I had.

31

1 don't get that? He gave me 2500. So, he owes me --
 2 do I just not get that now? Because he should have
 3 already paid me on the 1st and the 15th.
 4 MR. MUELLER: It does not matter. I --
 5 MR. SMITH: She's correct about that.
 6 MR. MUELLER: Guys, I've got \$17,000 to cover
 7 payroll on Friday. I have to cover. I'm going to
 8 operate at a loss this month. All right? I've got a
 9 back -- huge backlog, and all it is going to be is
 10 more money, more money, more money. I am now going to
 11 take a huge loan to buy back my law practice from her.
 12 I'll do absolutely my best. Okay? Now -- and --
 13 MR. SMITH: The question is, is it going to be
 14 credited this month against your loan, or is it not
 15 going to be credited? What's your -- what's the
 16 agreement?
 17 MS. HINDS: What was already owed. I mean,
 18 it was already -- he's already supposed to have paid
 19 me on the 1st of the month.
 20 MS. THRONE: Let's compromise. The 2500 he
 21 gave you and the 2500 the following Friday, so 5,000.
 22 Plus you did take a little bit from the firm at the
 23 beginning of the month. Call it good. Those won't be
 24 credited against his four hundred and fifty. The July
 25 payments will be credited, and he'll make those.

30

1 MS. THRONE: We're going to -- he's agreed to
 2 give you \$5,000 every two weeks to pay your living
 3 expenses. That will be credited against the four
 4 fifty. And he'll pay that until he comes up with the
 5 full lump-sum payment.
 6 And when did you want to start that?
 7 MR. MUELLER: I gave her \$2500 earlier this
 8 week. I'll give her 2500 tomorrow. We'll call it
 9 5,000 for this week and then -- or then I'll give her
 10 2500 next week, see if that -- how that works out.
 11 MS. THRONE: Okay. So, if you want to -- yes.
 12 If it makes it easier for you to pay weekly, to pay
 13 her 2500 weekly, we'll give you credit against the
 14 four hundred and fifty.
 15 MR. SMITH: All right.
 16 MS. THRONE: But that gives her money to keep
 17 living.
 18 MR. SMITH: Well, plus you'll have your
 19 savings. I know you don't want to use it, but you'll
 20 have that at least as a backup.
 21 All right. Anybody -- anybody else got
 22 anything they want to place onto the record?
 23 Cristina? Anything, Craig?
 24 MS. HINDS: Sorry. I just had a question.
 25 So, Craig owed me \$10,000 for this month. So, I just

32

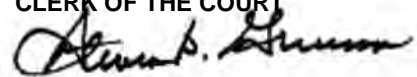
1 Is that a fair compromise on that issue?
 2 MR. SMITH: Craig?
 3 MR. MUELLER: As long as the money comes in,
 4 she can have it. Absolutely
 5 MR. SMITH: Well -- okay.
 6 MR. MUELLER: Yeah. Yes. I -- yes. I'll
 7 pay. It doesn't -- yes. It doesn't -- yes. I will
 8 pay and pay and pay and pay and pay. I got it.
 9 MR. SMITH: All right. We're done for the
 10 day. Thank you.
 11 MS. HINDS: Okay.
 12 (Off the record.)
 13 MS. THRONE: Electronic, yeah.
 14 * * * * *
 15 (Whereupon, the deposition was concluded at 6:06 p.m.)
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

6/20/2019

33

1
2
3 CERTIFICATE OF REPORTER
4
5 I, Janice David, a Certified Court
Reporter licensed by the State of Nevada, do hereby
6 certify:
7 That I reported the deposition of the witness,
CRISTINA HINDS, commencing on June 20, 2019, at the
8 hour of 10:20 a.m.;
9 That prior to being examined, the
witness was by me first duly sworn to testify to the
10 truth, the whole truth, and nothing but the truth;
that I thereafter transcribed my related shorthand
11 notes into typewriting and that the typewritten
transcript of said deposition is a complete, true, and
12 accurate record of testimony provided by the witness
at said time.
13 I further certify (1) that I am not a relative
or employee of an attorney or counsel of any of the
14 parties, nor a relative or employee of any attorney or
counsel involved in said action, nor a person
15 financially interested in the action, and (2) that
pursuant to Rule 30(e), transcript review by the
16 witness was not requested.
17 IN WITNESS WHEREOF, I have hereunto set my hand
in my office in the County of Clark, State of Nevada,
18 this 24th day of June, 2019.
19
20
21 Janice David, CCR No. 405
22
23
24
25

Exhibit B

**GFDF**

THRONE & HAUSER
Michelle A. Hauser, Esq.
Nevada Bar No. 007738
1070 W. Horizon Ridge Pkwy #100
Henderson, Nevada 89012
(702) 800-3580
michelle@thronehauser.com
Attorney for Plaintiff

District Court, Family Division
Clark County, Nevada

CRISTINA HINDS <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> CRAIG MUELLER <p style="text-align: center;">Defendant.</p>	Case No.: <u>D-18-571065-D</u> Dept. No.: <u>C</u>
---	---

AMENDED GENERAL FINANCIAL DISCLOSURE FORM**A. Personal Information:**

1. What is your full name? (*first, middle, last*) Cristina Ann Hinds
2. How old are you? 45 3. What is your date of birth? June 7, 1973
4. What is your highest level of education? Masters Degree/J.D.

B. Employment Information:

1. Are you currently employed/self-employed? (☒ mark one)

☐ No
☒ Yes

If yes, complete the table below. Attach an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
05/2006	Mueller, Hinds & Assoc	Attorney	8:30a.m. -2:15p.m	M-Thursday

2. Are you disabled? (☒ mark one)

☒ No
☐ Yes

If yes, what is the level of your disability? _____
 What agency certified you disabled? _____
 What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than two years, completed the following information.

Prior Employer: _____ Date of Hire: _____ Date of Termination: _____
 Reason for leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

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

B. Determine your Gross Monthly Income.

Hourly Wage

	X		=	\$0.00	X	52 weeks	=	\$0.00	÷	12 Months	=	\$0.00
Hourly wage		Number of hours worked per week		Weekly Income				Annual Income				Gross Monthly Income

Annual Salary

\$	÷	12 Months	=	\$0.00
Annual Income				Gross Monthly Income

C. Other Sources of Income

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income:			
Bonuses:			
Car, Housing, or Other Allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay:			
Pension/Retirement Pay:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support:			
Child Support:			
Workman's Compensation:			
Other:			
Total Average Other Income Received			\$0.00
Total Average Gross Monthly Income (add totals from B and C above)			\$0.00

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (Automatically deducted from paycheck):	
2.	Federal Health Savings Plan:	
3.	Federal Income Tax:	
4.	<div style="text-align: right;">Amount for you: _____</div> <div style="text-align: right;">For Opposing Party: _____</div> <div style="text-align: right;">For your Child(ren): _____</div> Health Insurance	\$0.00
5.	Life, Disability, or Other Insurance Premiums:	
6.	Medicare:	
7.	Retirement, Pension, IRA, or 401(k):	
8.	Savings:	
9.	Social Security:	
10.	Union Dues:	
11.	Other (Type of Deduction):	
Total Monthly Deductions:		\$0.00

Business/Self-Employment Income and Expense Schedule**A. Business Income:**

What is your average gross (pre-tax) monthly income/revenue from self employment or businesses?
\$96,344.88 *For 100% of Mueller, Hinds & Associates, CHTD only.

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising/Political Contributions			\$3,346.82
Car and Truck used for business			\$1,476.83
Commissions, wages, contractors			\$34,563.78
Business Entertainment/Travel			\$2,329.16
Insurance, including health			\$3,872.60
Legal and Professional			\$1,613.83
Mortgage or rent			\$5,800.00
Pension and profit-sharing plans			\$0.00
Repairs and maintenance			\$1,379.51
Office expenses/Supplies			\$7,467.81
Taxes and Licenses			\$242.00
Utilities			\$1,010.94
Other: Client expenses			\$5,895.21
Total Average Business Expenses:			\$68,998.49

Personal Expense Schedule (Monthly)

- A.** Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance				
Car Loan/Lease Payment				
Cell Phone				
Child Support (not deducted from pay)				
Clothing, Shoes, Etc. . .	\$300.00	X		
Credit Card Payments (minimum due)				
Dry Cleaning	\$100.00			X
Electric	\$356.00			X
Food (groceries & restaurants)	\$1,300.00			X
Fuel	\$254.45	X		
Gas (for home)	\$78.00			X
Health Insurance (if not included in mortgage)	\$0.00			
HOA	\$152.50			X
Home Insurance (if not included in mortgage)	\$356.00			X
Home Phone				
Internet/Cable & Phone	\$245.00			X
Lawn Care	\$135.00			X
Membership Fees	\$346.00			X
Mortgage/Rent/Lease	\$2,977.64			X
Pest Control	\$80.00			X
Pets	\$100.00			X
Pool Service	\$120.00			X
Property Taxes (if not included in mortgage)	\$429.00			X
Housekeeping	\$541.00			X
Sewer	\$0.00			X
Student Loans				
Unreimbursed Medical Expense	\$60.00			X
Water	\$400.00			X
Other: Children's Expenses	\$7,450.83			X
Total Monthly Expenses	\$15,781.42			

Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attach a separate sheet if needed.

	Child's Name	Child's DOB	With whom is the child living?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1.	Elizabeth Mueller	05/19/06	both	yes	yes/dyslexia
2.	William Mueller	09/21/07	both	yes	no
3.					
4.					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone		\$46.00		
Child Care	\$130.00	\$130.00		
Clothing	\$300.00	\$300.00		
Education	\$1,614.00	\$1,400.83		
Entertainment	\$200.00	\$200.00		
Extracurricular & Sports	\$700.00	\$500.00		
Health Insurance (if not deducted from pay)				
Summer Camp/Programs	\$850.00	\$1,000.00		
Transportation Cost				
Unreimbursed Medical Expenses	\$80.00			
Vehicle				
Other:				
Total Monthly Expenses	\$3,874.00	\$3,576.83	\$0.00	\$0.00

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of 18. If more than four adult household members, attach a separate sheet.

Name	Age	Person's Relationship to You (i.e., sister, friend, cousin, etc.)	Monthly Contribution

Personal Asset and Debt Chart

- A.** Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

No.	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	3 Starbrook Drive	\$1,000,000.00	\$525,000.00	=	\$475,000.00	Cristina (Sep. Prop)
2.	808 S. 7 th Street	unknown	unknown	=	\$0.00	Craig
3.	2429 Crane Court, NLV, NV	\$267,735.00	unknown	=	\$267,735.00	Craig
4.	38 Glenn, Pennsylvania	\$154,055.00	\$0.00	=	\$154,055.00	Craig
5.	83 Balantree, Ashville, N.C.	unknown	unknown	=	\$0.00	unknown
6.	Retirement	\$6,000.00	\$0.00	=	\$6,000.00	Cristina
7.	Retirement	unknown	unknown	=	\$0.00	Craig
8.	Yacht	unknown	unknown	=	\$0.00	Mueller Hinds & Assc
9.	2017 Chevy Malibu	unknown	unknown	=	\$0.00	Mueller Hinds & Assc
10.	2014 Infinity QX80	\$27,000.00	\$9,000.00	=	\$18,000.00	Mueller Hinds & Assc
11.	Personal Bank Accts (see attachment 2)	\$347,660.72	\$0.00	=	\$347,660.72	See attachment 2
12.	Business interests (see attach. 1)	unknown	unknown	=	\$0.00	See attachment 1
13.	Life Insurance	unknown	unknown	=	\$0.00	Both
14.	New vehicle	unknown	unknown	=	\$0.00	Craig
15.	Nevada PERS	unknown	unknown	=	\$0.00	Craig
TOTAL VALUE OF ASSETS		\$1,802,450.72	\$534,000.00	=	\$1,268,450.72	

- B.** Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than five unsecured debts, attach a separate sheet.

No.	Description of Credit Card or Other Unsecured Debt	Total Amount Owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	American Express	\$63,534.37	Cristina
2.			
3.			
4.			
5.			
TOTAL UNSECURED DEBT		\$63,534.37	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) have retained an attorney for this case.
2. As of today's date, the attorney has been paid a total of \$25,400 on my behalf.
3. I have a credit with my attorney has been paid in the amount of \$0
4. I currently owe my attorney a total of \$9,000
5. I owe my prior attorney a total of \$0

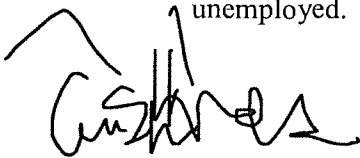
IMPORTANT: Read the following paragraphs carefully and initial each one.

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

_____ I have attached a copy of my three most recent pay stubs to this form.

_____ I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

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



Signature

2/11/19

Date

X:\Hinds, Cristina\Pleadings\Drafts\General-FDF-self-calculating.wpd

CERTIFICATE OF SERVICE


Pursuant to NRCP 5(b), I certify that I am an employee of the THRONE & HAUSER and that on this 13th day of February 2019, I caused the above and foregoing **GENERAL FINANCIAL DISCLOSURE**

FORM, to be served as follows:

- ☒ [X] Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☐ [] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☐ [] pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means;
- ☐ [] by hand delivery with signed Receipt of Copy.

To the litigant(s) listed below at the address, e-mail address, and/or facsimile number indicated below:

Melvin Grimes, Esq.
melg@grimes-law.com
olivian@grimes-law.com
Attorney for Defendant



An Employee of the THRONE & HAUSER

Cristina Hinds v Craig Mueller
Attachment 1 to Plaintiff's Financial Disclosure Form
Business Entities

<u>Name of business</u>	<u>Gross Value</u>	<u>Amount owed</u>	<u>Net Value</u>	<u>Owner's name(s)</u>
Mueller, Hinds & Assoc.	Unknown	Unknown	Unknown	Both
LVLAXCON, LLC	Unknown	Unknown	Unknown	Craig
25% of Two Fat Chicks LLC	Unknown	Unknown	Unknown	Cristina (SP)
48% of Jack & Gracie LLC	Unknown	Unknown	Unknown	Cristina (SP)

*This business owns commercial building at 600 S. 8th Street, Las Vegas, Nevada 89101 and has the following bank accounts:

Bank of Nevada (Jack & Gracie LLC)	Balance	\$5,524.08
Meadows Bank (Jack & Gracie LLC)	Balance	\$9,915.00

Cristina Hinds v Craig Mueller
Attachment 2 to Plaintiff's Financial Disclosure Form
Known Personal Bank Accounts

	<u>Name of Institution</u>	<u>Acct. #</u>	<u>Current Value</u>	<u>Owner's name(s)</u>
1.	Bank of Nevada Checking	2159	\$896.36	Cristina
2.	Bank of Nevada Money Market	7006	\$17,011.16	Joint
3.	Meadows Bank	0032	\$107,891	Joint
4.	Bank of Nevada Checking	1388	\$30,000 (est.)	Craig
5.	Citibank - ckng	2427	\$49,000	Cristina (SP)
6.	Citibank - sav	2435	\$107,891	Cristina
7.	Citibank -sav	6154	\$2,002.06	Cristina (SP)

8.	Bank of America	9462	\$25,244.94	Craig & Cheryl Mueller
9.	Bank of America	9459	<u>\$7,724.20</u>	Craig & Cheryl Mueller
TOTAL:			\$347,660.72	

Exhibit C

Cristina A Hinds
 Craig A Mueller
 3 Starbrook Dr
 Henderson NV 89052

Date 3/29/19
 Account Number
 Enclosures

Page 1
 3030000032

Savings Account(s)

Simplify your life with online bill payments - no more writing checks, stuffing envelopes and searching for stamps. Meadows Bank Bill Pay makes it easy to pay bills to individuals or businesses right now or schedule future or recurring payments anytime, anywhere from any secure internet connection. Get started today by logging in to your Online Banking account through a personal computer or through the mobile app on any smartphone or tablet.

Savings Account			
Account Number	3030000032	Statement Dates	12/31/18 thru 3/31/19
Previous Balance	215,782.71	Days in the statement period	91
Deposits	.00	Average Ledger	118,562.24
1 Withdrawals	107,891.00	Average Collected	118,562.24
Service Charge	.00	Interest Earned	147.90
Interest Paid	147.90	Annual Percentage Yield Earned	0.50%
Ending Balance	108,039.61	2019 Interest Paid	147.90

DEPOSITS AND OTHER CREDITS

Date	Description	Amount
3/31	Interest Deposit	147.90

DEBITS AND OTHER WITHDRAWALS

Date	Description	Amount
1/09	Withdrawal	107,891.00-

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
12/31	215,782.71	1/09	107,891.71	3/31	108,039.61

INTEREST RATE SUMMARY

Date	Rate
12/30	0.500000%

Date 3/29/19
Account Number
Enclosures

Page 2
3030000032

Savings Account

3030000032 (Continued)

*** END OF STATEMENT ***

Cristina A Hinds
 Craig A Mueller
 3 Starbrook Dr
 Henderson NV 89052

Date 6/28/19
 Account Number
 Enclosures

Page 1
 3030000032

Savings Account(s)

On September 10th, we will be upgrading to a new Online Banking and Mobile Banking Platform. This new streamlined platform will allow you to customize your online banking dashboard with the features and functions that you use most often. It will also provide you with more security for your accounts through a 2 factor authentication process. More information coming soon!

Savings Account	3030000032	Statement Dates	4/01/19 thru 6/30/19
Account Number		Days in the statement period	91
Previous Balance	108,039.61	Average Ledger	98,479.17
Deposits	.00	Average Collected	98,479.17
3 Withdrawals	23,500.00	Interest Earned	122.84
Service Charge	.00	Annual Percentage Yield Earned	0.50%
Interest Paid	122.84	2019 Interest Paid	270.74
Ending Balance	84,662.45		

DEPOSITS AND OTHER CREDITS

Date	Description	Amount
6/30	Interest Deposit	122.84

DEBITS AND OTHER WITHDRAWALS

Date	Description	Amount
5/17	Withdrawal	15,000.00-
6/04	Withdrawal	7,000.00-
6/27	Withdrawal	1,500.00-

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
4/01	108,039.61	6/04	86,039.61	6/30	84,662.45
5/17	93,039.61	6/27	84,539.61		

INTEREST RATE SUMMARY

Date	Rate
3/31	0.500000%

Date 6/28/19
Account Number
Enclosures

Page 2
3030000032

Savings Account

3030000032 (Continued)

*** END OF STATEMENT ***

Cristina A Hinds
 Craig A Mueller
 3 Starbrook Dr
 Henderson NV 89052

Date 9/27/19
 Account Number
 Enclosures

Page 1
 3030000032

Savings Account(s)

On September 10th we upgraded to a new Online/Mobile Banking Platform. For our mobile banking users, download the new Mobile Banking App from the App Store or the Google Play Store, depending on your device. Contact our Support Team at hereforyou@meadowsbank.com or 702-471-2233.

Savings Account	3030000032	Statement Dates	7/01/19 thru 9/29/19
Account Number		Days in the statement period	91
Previous Balance	84,662.45	Average Ledger	13,944.35
Deposits	.00	Average Collected	13,944.35
2 Withdrawals	84,662.45		
Service Charge	.00		
Interest Paid	.00		
Ending Balance	.00	2019 Interest Paid	270.74

DEBITS AND OTHER WITHDRAWALS

Date	Description	Amount
7/15	Withdrawal	1,000.00-
7/16	Closing Withdrawal	83,662.45-

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance
7/01	84,662.45	7/15	83,662.45
		7/16	Balance .00

INTEREST RATE SUMMARY

Date	Rate
6/30	0.500000%

*** END OF STATEMENT ***

Front Image

RECEIVED FROM

 MEADOWS BANK



SAVINGS WITHDRAWAL

DATE 1-9-19

ACCOUNT NUMBER

303 0000032

AMOUNT One hundred seven thousand eight hundred ninety
one DOLLARS

SIGNATURE  \$

AMOUNT OF WITHDRAWAL

107891.00

⑆5781⑈0002⑆ 3030000032⑈

42

ifaDirect 1-800-274-9212 00CL1140

APPDX. at 072

Image # 707710820000148

Front Image

RECEIVED FROM

 MEADOWS BANK

SAVINGS WITHDRAWAL

ACCOUNT NUMBER

DATE

5-17-19

303 000000 32

AMOUNT

Fifteen thousand dollars

DOLLARS

SIGNATURE



AMOUNT OF WITHDRAWAL

15,000.00

⑆5781⑆0002⑆ 3030000032⑆

12/4/2019 1:33 PM

MUELLER144

Mueller Meadows-000047

APPDX. at 072

Page 1

APPDX. at 073

Image # 709510820000456

Front Image

RECEIVED FROM
MEADOWS BANK

SAVINGS WITHDRAWAL

ACCOUNT NUMBER
3030000032

DATE 6/3/19

AMOUNT Seven thousand dollars — DOLLARS

SIGNATURE [Signature] \$

AMOUNT OF WITHDRAWAL 7000.00

1578100021 3030000032

12/4/2019 1:33 PM

MUELLER145

APPDX. at 073
Mueller Meadows-000048 Page 1

Front Image

RECEIVED FROM
 MEADOWS BANK

SAVINGS WITHDRAWAL

ACCOUNT NUMBER
3030000032

DATE 6/27/19

AMOUNT One Thousand five hundred DOLLARS

SIGNATURE  \$ 1500.00

AMOUNT OF WITHDRAWAL

1578100021 3030000032

12/4/2019 1:34 PM

MUELLER146

Mueller Meadows-000049 APPDX. at 074 Page 1

Front Image

RECEIVED FROM

 MEADOWS BANK

SAVINGS WITHDRAWAL

DATE

7/15/19

ACCOUNT NUMBER

3030000032

AMOUNT

One thousand

00/100

DOLLARS

SIGNATURE



AMOUNT OF WITHDRAWAL

1000.00

\$

⑆5781⑈0002⑆ 3030000032⑈

7/15/19 1-800-274-9212 QJCL1140

Front Image

MEADOWS BANK

Universal Debit

Prepared by: [Signature] Approved by: [Signature] Date: 7.16.19

42 - Savings Withdrawal
60 - Internal Transfer Debit
65 - Closing Withdrawal
69 - Counter Cash Withdrawal-MMKT

76 - Encoding Error Debit Adjstmnt

transfer to checking, close savings
Henderson

Cristina Nunds
CUSTOMER NAME
CUSTOMER SIGNATURE

Account Number: 303 000 003 2

Tran Code: 66 \$

Amount: 83662.45

578100951 303000032 66

Exhibit D

January 9 - January 31, 2019
Citi Priority Account 2427

Page 1 of 4

**CRISTINA A HINDS
3 STARBROOK DR
HENDERSON NV**

89052-6627

**CITI PRIORITY SERVICES
PO Box 769007**

San Antonio, Texas 78245

For banking call: Citi Priority Services at (888) 275-2484*

For speech and hearing impaired customers only: TTY 800-788-6775

Website: www.citibank.com

Citi Priority is a service of Citibank, N.A. The following summary portion of the statement is provided for informational purposes.

Value of Accounts	Last Period	This Period
Citibank Accounts		
Checking		
Checking	0.00	49,000.93
Savings		
Insured Money Market Accounts	0.00	110,033.01
Citi Priority Relationship Total	\$0.00	\$159,033.94

Earnings Summary	This Period	This Year
Citibank Accounts		
Checking		
Checking	0.93	0.93
Savings		
Insured Money Market Accounts	139.95	139.95
Citi Priority Relationship Total	\$140.88	\$140.88

* To ensure quality service, calls are randomly monitored and may be recorded.

January 9 - January 31, 2019

Page 2 of 4

CRISTINA A HINDS

Citi Priority Account 2427

Citi Priority Account Package Fees

When determining your fees for this statement period, Citibank considered the combined average monthly balances during the prior month in all of your qualifying accounts that you asked us to combine. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements.

*Monthly Service Fees are waived with \$50,000 in combined average monthly balances from deposits, retirement accounts, and investments.

All fees assessed in this statement period will appear as charges on your next Citibank monthly statement (to the account that is currently debited for your monthly service fee).

Fees	Your Combined Balance Range \$25,000-\$49,999
Monthly Service Fee*	None

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

CheckingChecking
Activity**Interest Checking 42010842427**

Date	Description	Amount Subtracted	Amount Added	Balance
01/09/19	Opening Balance			0.00
01/09/19	Deposit Teller		49,000.00	49,000.00
01/31/19	Interest for 23 days, Annual Percentage Yield Earned 0.03%		0.93	49,000.93
	Total Subtracted/Added	0.00	49,000.93	
01/31/19	Closing Balance			49,000.93

SavingsCiti@
Savings
Account Activity**Citi@ Savings 42010842435**

Date	Description	Amount Subtracted	Amount Added	Balance
01/09/19	Opening Balance			0.00
01/09/19	Deposit Teller		107,891.00	107,891.00
01/31/19	Interest for 23 days, Annual Percentage Yield Earned 2.17%		139.90	108,030.90
	Total Subtracted/Added	0.00	108,030.90	
01/31/19	Closing Balance			108,030.90

January 9 - January 31, 2019
CRISTINA A HINDS
Citi Priority Account 2427

Page 3 of 4

Savings Continued

Citi®
Savings
Account Activity

Citi® Savings 42010846154

Date	Description	Amount Subtracted	Amount Added	Balance
01/09/19	Opening Balance			0.00
01/09/19	Deposit Teller		2,002.06	2,002.06
01/31/19	Interest for 23 days, Annual Percentage Yield Earned 0.04%		0.05	2,002.11
	Total Subtracted/Added	0.00	2,002.11	
01/31/19	Closing Balance			2,002.11

January 9 - January 31, 2019
CRISTINA A HINDS
Citi Priority Account 2427

Page 4 of 4

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.

CITIBANK ACCOUNTS

The products reported on this statement have been combined onto one monthly statement at your request. Opening and closing dates of the statement period are disclosed with the opening and closing balance for each bank product in the applicable transaction activity section. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS

FDIC Insurance:

The following bank deposits are FDIC insured up to applicable limits: Checking, Interest Checking, Insured Money Market Account, Certificates of Deposit and IRA & Keogh funds held in bank deposits.

CERTIFICATES OF DEPOSIT

Certificates of Deposit (CD) information may show dashes in certain fields if on the date of your statement your new CD was not yet funded or your existing CD renewed but is still in its grace period.

IN CASE OF ERRORS

In Case of Errors or Questions about Your Electronic Fund Transfers:

If you think your statement or record is wrong, or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown on the first page of your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You are entitled to remedies for error resolution for an electronic funds transfer in accordance with the Electronic Funds Transfer Act and federal Regulation E or in accordance with laws of the state where your account is located as may be applicable. See your Client Manual for details.

Give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

The following special procedures apply to errors or questions about international wire transfers or international Citibank Global Transfers to a recipient located in a foreign country on or after October 28, 2013:

Telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you within 180 days of the date we indicated to you that the funds would be made available to the recipient of that transfer. At the time you contact us, we may ask for the following information: 1) your name, address and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number and/or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer in an amount necessary to resolve the error for those cases where bank error is found). We will determine whether an error has occurred within 90 days after you contact us. If we determine that an error has occurred, we will promptly correct that error in accordance with the error resolution procedures under the Electronic Fund Transfer Act and federal Regulation E or in accordance with the laws of the state where your account is located as may be applicable. See your Client Manual for details.

IRAs AND KEOGH Plans Citibank, N.A. is custodian of your Citibank IRA and trustee of your Citibank Keogh Plan.

CREDIT PRODUCTS

Checking Plus Line of Credit - Fixed Rate and Variable Rate

Average Daily Balance: The Average Daily Balance is computed by taking the beginning balance on your account each day, adding any new advances and adjustments as of the day they are made, and subtracting any payments as of the day received, credits as of the day issued, and any unpaid Interest Charges or other fees and charges. This gives you a daily balance. Add up all the daily balances for the statement period and divide the total by the number of days in the statement period. This gives you the Average Daily Balance. For Checking Plus (variable rate), the Daily Periodic Rate and the corresponding Annual Percentage Rate may vary.

Interest Charge: The Interest Charge is computed by applying the Daily Periodic Rate to the "daily balance" of your account for each day in the statement period. To get the "daily balance" we take the beginning balance each day, add any new advances and adjustments, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. You may verify the amount of the Interest Charge by (1) multiplying each of the average daily balances by the number of days this rate was in effect, and then (2) multiplying each of the results by the applicable Daily Periodic Rate, and (3) adding these products together. (All of these numbers can be found in the table called "Interest Charge Calculation". Each average daily balance is disclosed as Balance Subject to Interest Rate. The daily periodic rate is the Annual Percentage Rate divided by 365, except in leap years when it will be divided by 366.) For Checking Plus (variable rate), the Daily Periodic Rate and the corresponding Annual Percentage Rate may vary.

Interest Charges are assessed on loans as of the day we pay your check or otherwise make funds available to you from your account. The total Interest Charges paid during the year will be shown on your statement. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Payment Instructions: You can make payments online via www.citibank.com, by phone - call (888) 275-2484, at any Citibank branch, Citicard Banking Center, or by mail. If paying by mail, you must include your account number and send your payment to: Citibank, N.A., PO Box 78003, Phoenix, AZ 85062-8003

Other Information: Checks drawn against a business account are not acceptable as payment for a personal loan obligation.

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- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
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Citibank, N.A. Member FDIC

February 1 - February 28, 2019
Citi Priority Account 2427

Page 1 of 4

CRISTINA A HINDS
3 STARBROOK DR
HENDERSON NV

89052-6627

CITI PRIORITY SERVICES
PO Box 769007

San Antonio, Texas 78245

For banking call: Citi Priority Services at (888) 275-2484*

For speech and hearing impaired customers only: TTY 800-788-6775

Website: www.citibank.com

Citi Priority is a service of Citibank, N.A. The following summary portion of the statement is provided for informational purposes.

Value of Accounts	Last Period	This Period
Citibank Accounts		
Checking		
Checking	49,000.93	49,002.06
Savings		
Insured Money Market Accounts	110,033.01	110,211.39
Citi Priority Relationship Total	\$159,033.94	\$159,213.45

Earnings Summary	This Period	This Year
Citibank Accounts		
Checking		
Checking	1.13	2.06
Savings		
Insured Money Market Accounts	178.38	318.33
Citi Priority Relationship Total	\$179.51	\$320.39

* To ensure quality service, calls are randomly monitored and may be recorded.

February 1 - February 28, 2019
 CRISTINA A HINDS
 Citi Priority Account 2427

Page 2 of 4

Citi Priority Account Package Fees

When determining your fees for this statement period, Citibank considered the combined average monthly balances during the prior month in all of your qualifying accounts that you asked us to combine. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements.

*Monthly Service Fees are waived with \$50,000 in combined average monthly balances from deposits, retirement accounts, and investments.

All fees assessed in this statement period will appear as charges on your next Citibank monthly statement (to the account that is currently debited for your monthly service fee).

Fees	Your Combined Balance Range \$100,000-\$249,999
Monthly Service Fee*	None

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

Checking

Checking
Activity

Interest Checking 42010842427

Date	Description	Amount Subtracted	Amount Added	Balance
02/01/19	Opening Balance			49,000.93
02/28/19	Interest for 28 days, Annual Percentage Yield Earned 0.03%		1.13	49,002.06
02/28/19	Closing Balance			49,002.06

Savings

Citi®
Savings
Account Activity

Citi® Savings 42010842435

Date	Description	Amount Subtracted	Amount Added	Balance
02/01/19	Opening Balance			108,030.90
02/28/19	Interest for 28 days, Annual Percentage Yield Earned 2.17%		178.32	108,209.22
02/28/19	Closing Balance			108,209.22

Citi®
Savings
Account Activity

Citi® Savings 42010846154

Date	Description	Amount Subtracted	Amount Added	Balance
02/01/19	Opening Balance			2,002.11
02/28/19	Interest for 28 days, Annual Percentage Yield Earned 0.04%		0.06	2,002.17
02/28/19	Closing Balance			2,002.17

February 1 - February 28, 2019
CRISTINA A HINDS
Citi Priority Account 2427

Page 3 of 4

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.

CITIBANK ACCOUNTS

The products reported on this statement have been combined onto one monthly statement at your request. Opening and closing dates of the statement period are disclosed with the opening and closing balance for each bank product in the applicable transaction activity section. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS

FDIC Insurance:

The following bank deposits are FDIC insured up to applicable limits: Checking, Interest Checking, Insured Money Market Account, Certificates of Deposit and IRA & Keogh funds held in bank deposits.

CERTIFICATES OF DEPOSIT

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Citibank, N.A. Member FDIC

February 1 - February 28, 2019
CRISTINA A HINDS
Citi Priority Account [REDACTED] 2427

Page 4 of 4

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March 1 - March 31, 2019
Citi Priority Account

2427

Page 1 of 4

CRISTINA A HINDS
3 STARBROOK DR
HENDERSON NV

89052-6627

CITI PRIORITY SERVICES
PO Box 769007

San Antonio, Texas 78245

For banking call: Citi Priority Services at (888) 275-2484*

For speech and hearing impaired customers only: TTY 800-788-6775

Website: www.citibank.com

Citi Priority is a service of Citibank, N.A. The following summary portion of the statement is provided for informational purposes.

Value of Accounts	Last Period	This Period
Citibank Accounts		
Checking		
Checking	49,002.06	44,050.32
Savings		
Insured Money Market Accounts	110,211.39	110,409.23
Citi Priority Relationship Total	\$159,213.45	\$154,459.55

Earnings Summary	This Period	This Year
Citibank Accounts		
Checking		
Checking	1.14	3.20
Savings		
Insured Money Market Accounts	197.84	516.17
Citi Priority Relationship Total	\$198.98	\$519.37

* To ensure quality service, calls are randomly monitored and may be recorded.

March 1 - March 31, 2019

Page 2 of 4

CRISTINA A HINDS

Citi Priority Account 2427

Citi Priority Account Package Fees

When determining your fees for this statement period, Citibank considered the combined average monthly balances during the prior month in all of your qualifying accounts that you asked us to combine. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements.

*Monthly Service Fees are waived with \$50,000 in combined average monthly balances from deposits, retirement accounts, and investments.

All fees assessed in this statement period will appear as charges on your next Citibank monthly statement (to the account that is currently debited for your monthly service fee).

Fees	Your Combined Balance Range \$100,000-\$249,999
Monthly Service Fee*	None

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

CheckingChecking
Activity**Interest Checking 42010842427**

Date	Description	Amount Subtracted	Amount Added	Balance
03/01/19	Opening Balance			49,002.06
03/05/19	Check # 102	2,223.00		46,779.06
03/08/19	Cash Withdrawal 03/07 11:31p #9732 Citibank ATM 10211 S EAST AV, HENDRSON, NV	500.00		46,279.06
03/08/19	Check # 104	930.95		45,348.11
03/08/19	Check # 103	1,298.93		44,049.18
03/29/19	Interest for 31 days, Annual Percentage Yield Earned 0.03%		1.14	44,050.32
	Total Subtracted/Added	4,952.88	1.14	
03/31/19	Closing Balance			44,050.32

All transaction times and dates reflected are based on Eastern Time.

Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.

SavingsCiti®
Savings
Account Activity**Citi® Savings 42010842435**

Date	Description	Amount Subtracted	Amount Added	Balance
03/01/19	Opening Balance			108,209.22
03/29/19	Interest for 31 days, Annual Percentage Yield Earned 2.17%		197.77	108,406.99
03/31/19	Closing Balance			108,406.99

March 1 - March 31, 2019

Page 3 of 4

CRISTINA A HINDS

Citi Priority Account 2427

Savings

Continued

Citi® Savings Account Activity	Citi® Savings 42010846154				
	Date	Description	Amount Subtracted	Amount Added	Balance
	03/01/19	Opening Balance			2,002.17
	03/29/19	Interest for 31 days, Annual Percentage Yield Earned 0.04%		0.07	2,002.24
	03/31/19	Closing Balance			2,002.24

March 1 - March 31, 2019

Page 4 of 4

CRISTINA A HINDS

Citi Priority Account [REDACTED] 2427

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.

CITIBANK ACCOUNTS

The products reported on this statement have been combined onto one monthly statement at your request. Opening and closing dates of the statement period are disclosed with the opening and closing balance for each bank product in the applicable transaction activity section. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS

FDIC Insurance:

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Citibank is an Equal Housing Lender.



Citibank, N.A. Member FDIC

April 1 - April 30, 2019
Citi Priority Account

2427

Page 1 of 4

CRISTINA A HINDS
3 STARBROOK DR
HENDERSON NV

89052-6627

CITI PRIORITY SERVICES

PO Box 769007

San Antonio, Texas 78245

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Value of Accounts	Last Period	This Period
Citibank Accounts		
Checking		
Checking	44,050.32	44,051.41
Savings		
Insured Money Market Accounts	110,409.23	39,657.86
Citi Priority Relationship Total	\$154,459.55	\$83,709.27

Earnings Summary	This Period	This Year
Citibank Accounts		
Checking		
Checking	1.09	4.29
Savings		
Insured Money Market Accounts	38.87	555.04
Citi Priority Relationship Total	\$39.96	\$559.33

* To ensure quality service, calls are randomly monitored and may be recorded.

Messages From Citi Priority

Help protect yourself from fraud
Awareness is the key to protecting yourself from fraud. Never provide personal information in response to an unsolicited request by fax, phone, email or mail. Immediately delete suspicious emails without opening them. Always be aware of the source of checks that are deposited to your account. Avoid becoming a victim and protect your information and your accounts.
If you have any questions, please call us at 1-800-274-6660. In the NY metro area call 1-800-627-3999.

April 1 - April 30, 2019
CRISTINA A HINDS
Citi Priority Account

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Citi Priority Account Package Fees

When determining your fees for this statement period, Citibank considered the combined average monthly balances during the prior month in all of your qualifying accounts that you asked us to combine. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements.

*Monthly Service Fees are waived with \$50,000 in combined average monthly balances from deposits, retirement accounts, and investments.

All fees assessed in this statement period will appear as charges on your next Citibank monthly statement (to the account that is currently debited for your monthly service fee).

Fees	Your Combined Balance Range \$100,000-\$249,999
Monthly Service Fee*	None

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

Checking

Checking
Activity

Interest Checking 42010842427

Date	Description	Amount Subtracted	Amount Added	Balance
04/01/19	Opening Balance			44,050.32
04/30/19	Interest for 30 days, Annual Percentage Yield Earned 0.03%		1.09	44,051.41
04/30/19	Closing Balance			44,051.41

Savings

Citi®
Savings
Account Activity

Citi® Savings 42010842435

Date	Description	Amount Subtracted	Amount Added	Balance
04/01/19	Opening Balance			108,406.99
04/05/19	ACH Electronic Debit AMERICAN EXPR ACH PMT 1	70,790.24		37,616.75
04/30/19	Interest for 30 days, Annual Percentage Yield Earned 1.01%		38.80	37,655.55
	Total Subtracted/Added	70,790.24	38.80	
04/30/19	Closing Balance			37,655.55

Citi®
Savings
Account Activity

Citi® Savings 42010846154

Date	Description	Amount Subtracted	Amount Added	Balance
04/01/19	Opening Balance			2,002.24
04/30/19	Interest for 30 days, Annual Percentage Yield Earned 0.04%		0.07	2,002.31
04/30/19	Closing Balance			2,002.31

April 1 - April 30, 2019
CRISTINA A HINDS
Citi Priority Account

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Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.

CITIBANK ACCOUNTS

The products reported on this statement have been combined onto one monthly statement at your request. Opening and closing dates of the statement period are disclosed with the opening and closing balance for each bank product in the applicable transaction activity section. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS

FDIC Insurance:

The following bank deposits are FDIC insured up to applicable limits: Checking, Interest Checking, Insured Money Market Account, Certificates of Deposit and IRA & Keogh funds held in bank deposits.

CERTIFICATES OF DEPOSIT

Certificates of Deposit (CD) information may show dashes in certain fields if on the date of your statement your new CD was not yet funded or your existing CD renewed but is still in its grace period.

IN CASE OF ERRORS

In Case of Errors or Questions about Your Electronic Fund Transfers:

If you think your statement or record is wrong, or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown on the first page of your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You are entitled to remedies for error resolution for an electronic funds transfer in accordance with the Electronic Funds Transfer Act and federal Regulation E or in accordance with laws of the state where your account is located as may be applicable. See your Client Manual for details.

Give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

The following special procedures apply to errors or questions about international wire transfers or international Citibank Global Transfers to a recipient located in a foreign country on or after October 28, 2013:

Telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you within 180 days of the date we indicated to you that the funds would be made available to the recipient of that transfer. At the time you contact us, we may ask for the following information: 1) your name, address and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number and/or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer in an amount necessary to resolve the error for those cases where bank error is found). We will determine whether an error has occurred within 90 days after you contact us. If we determine that an error has occurred, we will promptly correct that error in accordance with the error resolution procedures under the Electronic Fund Transfer Act and federal Regulation E or in accordance with the laws of the state where your account is located as may be applicable. See your Client Manual for details.

IRAs AND KEOGH Plans Citibank, N.A. is custodian of your Citibank IRA and trustee of your Citibank Keogh Plan.

CREDIT PRODUCTS

Checking Plus Line of Credit - Fixed Rate and Variable Rate

Average Daily Balance: The Average Daily Balance is computed by taking the beginning balance on your account each day, adding any new advances and adjustments as of the day they are made, and subtracting any payments as of the day received, credits as of the day issued, and any unpaid Interest Charges or other fees and charges. This gives you a daily balance. Add up all the daily balances for the statement period and divide the total by the number of days in the statement period. This gives you the Average Daily Balance. For Checking Plus (variable rate), the Daily Periodic Rate and the corresponding Annual Percentage Rate may vary.

Interest Charge: The Interest Charge is computed by applying the Daily Periodic Rate to the "daily balance" of your account for each day in the statement period. To get the "daily balance" we take the beginning balance each day, add any new advances and adjustments, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. You may verify the amount of the Interest Charge by (1) multiplying each of the average daily balances by the number of days this rate was in effect, and then (2) multiplying each of the results by the applicable Daily Periodic Rate, and (3) adding these products together. (All of these numbers can be found in the table called "Interest Charge Calculation". Each average daily balance is disclosed as Balance Subject to Interest Rate. The daily periodic rate is the Annual Percentage Rate divided by 365, except in leap years when it will be divided by 366.) For Checking Plus (variable rate), the Daily Periodic Rate and the corresponding Annual Percentage Rate may vary.

Interest Charges are assessed on loans as of the day we pay your check or otherwise make funds available to you from your account. The total Interest Charges paid during the year will be shown on your statement. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Payment Instructions: You can make payments online via www.citibank.com, by phone - call (888) 275-2484, at any Citibank branch, Citicard Banking Center, or by mail. If paying by mail, you must include your account number and send your payment to: Citibank, N.A., PO Box 78003, Phoenix, AZ 85062-8003

Other Information: Checks drawn against a business account are not acceptable as payment for a personal loan obligation.

Request for Credit Balance Refunds: If your statement shows a credit balance it means your loan payments have exceeded the total amount you owe. You may request a full refund of the credit balance by writing to us at the address shown on the first page of your statement.

You are entitled to remedies for error resolution for an electronic funds transfer in accordance with the Electronic Funds Transfer Act and federal Regulation E or in accordance with laws of the state where your account is located as may be applicable. See your Client Manual for details.

Billing Rights Summary - What To Do If You Think You Find A Mistake On Your Statement.

If you think there is an error on your statement, write to us at the address shown on the first page of your statement (Attn: Checking Plus).

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of the Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

CREDIT CARDS

Information about your Citibank credit card account(s) on this statement is summary information as of your last credit card statement.

You will continue to receive your regular monthly credit card statement(s).

Citibank credit cards are issued by Citibank, N.A. AAdvantage® is a registered trademark of American Airlines, Inc. Citi, Citi and Arc Design and other marks used herein are service marks of Citigroup Inc. or its affiliates, used and registered throughout the world.

Citibank is an Equal Housing Lender.



Citibank, N.A. Member FDIC

April 1 - April 30, 2019
CRISTINA A HINDS
Citi Priority Account [REDACTED] 2427

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May 1 - May 31, 2019
Citi Priority Account

2427

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CRISTINA A HINDS
3 STARBROOK DR
HENDERSON NV

89052-6627

CITI PRIORITY SERVICES
PO Box 769007

San Antonio, Texas 78245

For banking call: Citi Priority Services at (888) 275-2484*

For speech and hearing impaired customers only: TTY 800-788-6775

Website: www.citibank.com

Citi Priority is a service of Citibank, N.A. The following summary portion of the statement is provided for informational purposes.

Value of Accounts	Last Period	This Period
Citibank Accounts		
Checking		
Checking	44,051.41	38,825.33
Savings		
Insured Money Market Accounts	39,657.86	38,758.08
Citi Priority Relationship Total	\$83,709.27	\$77,583.41

Earnings Summary	This Period	This Year
Citibank Accounts		
Checking		
Checking	1.05	605.34
Savings		
Insured Money Market Accounts	3.22	558.26
Citi Priority Relationship Total	\$4.27	\$1,163.60

* To ensure quality service, calls are randomly monitored and may be recorded.

May 1 - May 31, 2019
CRISTINA A HINDS
Citi Priority Account

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Citi Priority Account Package Fees

When determining your fees for this statement period, Citibank considered the combined average monthly balances during the prior month in all of your qualifying accounts that you asked us to combine. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements.

*Monthly Service Fees are waived with \$50,000 in combined average monthly balances from deposits, retirement accounts, and investments.

All fees assessed in this statement period will appear as charges on your next Citibank monthly statement (to the account that is currently debited for your monthly service fee).

Fees	Your Combined Balance Range \$50,000-\$99,999
Monthly Service Fee*	None

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

Checking

Checking
Activity

Interest Checking 42010842427

Date	Description	Amount Subtracted	Amount Added	Balance
05/01/19	Opening Balance			44,051.41
05/10/19	Check # 122	905.25		43,146.16
05/10/19	Check # 121	1,200.00		41,946.16
05/14/19	Debit Card Purchase 05/09 02:55p #9732 CITY OF LAS VEGAS DSC 7022296281 NV 19131 Specialty Retail stores	50.00		41,896.16
05/15/19	Check # 123	1,000.00		40,896.16
05/16/19	Debit PIN Purchase JONATHAN G STILL M D LAS VEGAS NVUS05180	395.00		40,501.16
05/17/19	Debit Card Purchase 05/15 05:58p #9732 HENDERSON/UTILITY SVC 7022675900 NV 19136 Phones, Cable & Utilities	287.17		40,213.99
05/17/19	Check # 124	410.57		39,803.42
05/21/19	Interest Adj Q1 2019 \$600 Priority Offer		600.00	40,403.42
05/23/19	Debit Card Purchase 05/20 02:40p #9732 CITY OF LAS VEGAS DSC 7022296281 NV 19142 Specialty Retail stores	200.00		40,203.42
05/24/19	Check # 125	714.43		39,488.99
05/31/19	Check # 126	664.71		38,824.28
05/31/19	Interest for 31 days, Annual Percentage Yield Earned 0.03%		1.05	38,825.33
	Total Subtracted/Added	5,827.13	601.05	
05/31/19	Closing Balance			38,825.33

All transaction times and dates reflected are based on Eastern Time.

May 1 - May 31, 2019
CRISTINA A HINDS
Citi Priority Account

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Checking Continued

Checks Paid

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
121	05/10	1,200.00	122	05/10	905.25	123	05/15	1,000.00	124	05/17	410.57
125	05/24	714.43	126	05/31	664.71						

* indicates gap in check number sequence

Number Checks Paid: 6

Totaling: \$4,894.96

SavingsCiti®
Savings
Account Activity**Citi® Savings 42010842435**

Date	Description	Amount Subtracted	Amount Added	Balance
05/01/19	Opening Balance			37,655.55
05/09/19	Cash Withdrawal 06:40p #9732 Citibank ATM 10211 S EAST AV, HENDRSON, NV	300.00		37,355.55
05/13/19	Cash Withdrawal 05/11 04:02p #9732 Non Citi ATM 2420 E SUNSET RD LAS VEGAS NVUS051	303.00		37,052.55
05/15/19	Cash Withdrawal 06:52p #9732 Citibank ATM 10211 S EAST AV, HENDRSON, NV	300.00		36,752.55
05/31/19	Interest for 31 days, Annual Percentage Yield Earned 0.10%		3.15	36,755.70
	Total Subtracted/Added	903.00	3.15	
05/31/19	Closing Balance			36,755.70

*All transaction times and dates reflected are based on Eastern Time.*Citi®
Savings
Account Activity**Citi® Savings 42010846154**

Date	Description	Amount Subtracted	Amount Added	Balance
05/01/19	Opening Balance			2,002.31
05/31/19	Interest for 31 days, Annual Percentage Yield Earned 0.04%		0.07	2,002.38
05/31/19	Closing Balance			2,002.38

May 1 - May 31, 2019
CRISTINA A HINDS
Citi Priority Account

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Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.

CITIBANK ACCOUNTS

The products reported on this statement have been combined onto one monthly statement at your request. Opening and closing dates of the statement period are disclosed with the opening and closing balance for each bank product in the applicable transaction activity section. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS

FDIC Insurance:

The following bank deposits are FDIC insured up to applicable limits: Checking, Interest Checking, Insured Money Market Account, Certificates of Deposit and IRA & Keogh funds held in bank deposits.

CERTIFICATES OF DEPOSIT

Certificates of Deposit (CD) information may show dashes in certain fields if on the date of your statement your new CD was not yet funded or your existing CD renewed but is still in its grace period.

IN CASE OF ERRORS

In Case of Errors or Questions about Your Electronic Fund Transfers:

If you think your statement or record is wrong, or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown on the first page of your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You are entitled to remedies for error resolution for an electronic funds transfer in accordance with the Electronic Funds Transfer Act and federal Regulation E or in accordance with laws of the state where your account is located as may be applicable. See your Client Manual for details.

Give us the following information: (1) your name and account number; (2) the dollar amount of the suspected error; (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

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Telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you within 180 days of the date we indicated to you that the funds would be made available to the recipient of that transfer. At the time you contact us, we may ask for the following information: 1) your name, address and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number and/or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer in an amount necessary to resolve the error for those cases where bank error is found). We will determine whether an error has occurred within 90 days after you contact us. If we determine that an error has occurred, we will promptly correct that error in accordance with the error resolution procedures under the Electronic Fund Transfer Act and federal Regulation E or in accordance with the laws of the state where your account is located as may be applicable. See your Client Manual for details.

IRAs AND KEOGH Plans Citibank, N.A. is custodian of your Citibank IRA and trustee of your Citibank Keogh Plan.

CREDIT PRODUCTS

Checking Plus Line of Credit - Fixed Rate and Variable Rate

Average Daily Balance: The Average Daily Balance is computed by taking the beginning balance on your account each day, adding any new advances and adjustments as of the day they are made, and subtracting any payments as of the day received, credits as of the day issued, and any unpaid interest charges or other fees and charges. This gives you a daily balance. Add up all the daily balances for the statement period and divide the total by the number of days in the statement period. This gives you the Average Daily Balance. For Checking Plus (variable rate), the Daily Periodic Rate and the corresponding Annual Percentage Rate may vary.

Interest Charge: The Interest Charge is computed by applying the Daily Periodic Rate to the "daily balance" of your account for each day in the statement period. To get the "daily balance" we take the beginning balance each day, add any new advances and adjustments, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. You may verify the amount of the Interest Charge by (1) multiplying each of the average daily balances by the number of days this rate was in effect, and then (2) multiplying each of the results by the applicable Daily Periodic Rate, and (3) adding these products together. (All of these numbers can be found in the table called "Interest Charge Calculation". Each average daily balance is disclosed as Balance Subject to Interest Rate. The daily periodic rate is the Annual Percentage Rate divided by 365, except in leap years when it will be divided by 366.) For Checking Plus (variable rate), the Daily Periodic Rate and the corresponding Annual Percentage Rate may vary.

Interest Charges are assessed on loans as of the day we pay your check or otherwise make funds available to you from your account. The total Interest Charges paid during the year will be shown on your statement. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Payment Instructions: You can make payments online via www.citibank.com, by phone - call (888) 275-2484, at any Citibank branch, Citicard Banking Center, or by mail. If paying by mail, you must include your account number and send your payment to: Citibank, N.A., PO Box 78003, Phoenix, AZ 85062-8003

Other Information: Checks drawn against a business account are not acceptable as payment for a personal loan obligation.

Request for Credit Balance Refunds: If your statement shows a credit balance it means your loan payments have exceeded the total amount you owe. You may request a full refund of the credit balance by writing to us at the address shown on the first page of your statement.

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Billing Rights Summary - What To Do If You Think You Find A Mistake On Your Statement.

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In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of the Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

CREDIT CARDS

Information about your Citibank credit card account(s) on this statement is summary information as of your last credit card statement.

You will continue to receive your regular monthly credit card statement(s). Citibank credit cards are issued by Citibank, N.A. AAdvantage® is a registered trademark of American Airlines, Inc. Citi, Citi and Arc Design and other marks used herein are service marks of Citigroup Inc. or its affiliates, used and registered throughout the world.

Citibank is an Equal Housing Lender.



Citibank, N.A. Member FDIC

June 1 - June 30, 2019
Citi Priority Account

2427

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CRISTINA A HINDS
3 STARBROOK DR
HENDERSON NV

89052-6627

CITI PRIORITY SERVICES
PO Box 769007

San Antonio, Texas 78245

For banking call: Citi Priority Services at (888) 275-2484*

For speech and hearing impaired customers only: TTY 800-788-6775

Website: www.citibank.com

Citi Priority is a service of Citibank, N.A. The following summary portion of the statement is provided for informational purposes.

Value of Accounts	Last Period	This Period
Citibank Accounts		
Checking		
Checking	38,825.33	36,428.91
Savings		
Insured Money Market Accounts	38,758.08	38,761.17
Citi Priority Relationship Total	\$77,583.41	\$75,190.08

Earnings Summary	This Period	This Year
Citibank Accounts		
Checking		
Checking	0.93	606.27
Savings		
Insured Money Market Accounts	3.09	561.35
Citi Priority Relationship Total	\$4.02	\$1,167.62

* To ensure quality service, calls are randomly monitored and may be recorded.

June 1 - June 30, 2019
CRISTINA A HINDS
Citi Priority Account

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Citi Priority Account Package Fees

When determining your fees for this statement period, Citibank considered the combined average monthly balances during the prior month in all of your qualifying accounts that you asked us to combine. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements.

*Monthly Service Fees are waived with \$50,000 in combined average monthly balances from deposits, retirement accounts, and investments.

All fees assessed in this statement period will appear as charges on your next Citibank monthly statement (to the account that is currently debited for your monthly service fee).

Fees	Your Combined Balance Range \$50,000-\$99,999
Monthly Service Fee*	None

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

Checking

Checking
Activity

Interest Checking 42010842427

Date	Description	Amount Subtracted	Amount Added	Balance
06/01/19	Opening Balance			38,825.33
06/03/19	Debit PIN Purchase VONS STORE 1795 Henderson NVUS05154	95.63		38,729.70
06/07/19	Check # 127	784.82		37,944.88
06/14/19	Check # 128	784.82		37,160.06
06/18/19	Debit PIN Purchase ULTA 3 #100 LAS VEGAS NVUS05153	25.27		37,134.79
06/25/19	Debit PIN Purchase WALGREENS STORE 11001 SHENDERSON NVUS05159	68.32		37,066.47
06/28/19	Debit Card Purchase 06/25 06:12p #9732 JUANS FLAMING FAJITAS HENDERSON NV 19178 Restaurant/Bar	38.49		37,027.98
06/28/19	Check # 129	600.00		36,427.98
06/28/19	Interest for 30 days, Annual Percentage Yield Earned 0.03%		0.93	36,428.91
	Total Subtracted/Added	2,397.35	0.93	
06/30/19	Closing Balance			36,428.91

All transaction times and dates reflected are based on Eastern Time.

Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.

June 1 - June 30, 2019

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CRISTINA A HINDS

Citi Priority Account 2427

Savings

Citi® Savings Account Activity	Citi® Savings 42010842435			
	Date	Description	Amount Subtracted	Amount Added
	06/01/19	Opening Balance		
	06/28/19	Interest for 30 days, Annual Percentage Yield Earned 0.10%		3.02
	06/30/19	Closing Balance		
				36,755.70
				36,758.72
				36,758.72
Citi® Savings Account Activity	Citi® Savings 42010846154			
	Date	Description	Amount Subtracted	Amount Added
	06/01/19	Opening Balance		
	06/28/19	Interest for 30 days, Annual Percentage Yield Earned 0.04%		0.07
	06/30/19	Closing Balance		
				2,002.38
				2,002.45
				2,002.45

June 1 - June 30, 2019
CRISTINA A HINDS
Citi Priority Account

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Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.

CITIBANK ACCOUNTS

The products reported on this statement have been combined onto one monthly statement at your request. Opening and closing dates of the statement period are disclosed with the opening and closing balance for each bank product in the applicable transaction activity section. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS

FDIC Insurance:

The following bank deposits are FDIC insured up to applicable limits: Checking, Interest Checking, Insured Money Market Account, Certificates of Deposit and IRA & Keogh funds held in bank deposits.

CERTIFICATES OF DEPOSIT

Certificates of Deposit (CD) information may show dashes in certain fields if on the date of your statement your new CD was not yet funded or your existing CD renewed but is still in its grace period.

IN CASE OF ERRORS

In Case of Errors or Questions about Your Electronic Fund Transfers:

If you think your statement or record is wrong, or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown on the first page of your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You are entitled to remedies for error resolution for an electronic funds transfer in accordance with the Electronic Funds Transfer Act and federal Regulation E or in accordance with laws of the state where your account is located as may be applicable. See your Client Manual for details.

Give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

The following special procedures apply to errors or questions about international wire transfers or international Citibank Global Transfers to a recipient located in a foreign country on or after October 28, 2013:

Telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you within 180 days of the date we indicated to you that the funds would be made available to the recipient of that transfer. At the time you contact us, we may ask for the following information: 1) your name, address and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number and/or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer in an amount necessary to resolve the error for those cases where bank error is found). We will determine whether an error has occurred within 90 days after you contact us. If we determine that an error has occurred, we will promptly correct that error in accordance with the error resolution procedures under the Electronic Fund Transfer Act and federal Regulation E or in accordance with the laws of the state where your account is located as may be applicable. See your Client Manual for details.

IRAs AND KEOGH Plans Citibank, N.A. is custodian of your Citibank IRA and trustee of your Citibank Keogh Plan.

CREDIT PRODUCTS

Checking Plus Line of Credit - Fixed Rate and Variable Rate

Average Daily Balance: The Average Daily Balance is computed by taking the beginning balance on your account each day, adding any new advances and adjustments as of the day they are made, and subtracting any payments as of the day received, credits as of the day issued, and any unpaid interest charges or other fees and charges. This gives you a daily balance. Add up all the daily balances for the statement period and divide the total by the number of days in the statement period. This gives you the Average Daily Balance. For Checking Plus (variable rate), the Daily Periodic Rate and the corresponding Annual Percentage Rate may vary.

Interest Charge: The Interest Charge is computed by applying the Daily Periodic Rate to the "daily balance" of your account for each day in the statement period. To get the "daily balance" we take the beginning balance each day, add any new advances and adjustments, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. You may verify the amount of the Interest Charge by (1) multiplying each of the average daily balances by the number of days this rate was in effect, and then (2) multiplying each of the results by the applicable Daily Periodic Rate, and (3) adding these products together. (All of these numbers can be found in the table called "Interest Charge Calculation". Each average daily balance is disclosed as Balance Subject to Interest Rate. The daily periodic rate is the Annual Percentage Rate divided by 365, except in leap years when it will be divided by 366.) For Checking Plus (variable rate), the Daily Periodic Rate and the corresponding Annual Percentage Rate may vary.

Interest Charges are assessed on loans as of the day we pay your check or otherwise make funds available to you from your account. The total Interest Charges paid during the year will be shown on your statement. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Payment Instructions: You can make payments online via www.citibank.com, by phone - call (888) 275-2484, at any Citibank branch, Citicard Banking Center, or by mail. If paying by mail, you must include your account number and send your payment to: Citibank, N.A., PO Box 78003, Phoenix, AZ 85062-8003

Other Information: Checks drawn against a business account are not acceptable as payment for a personal loan obligation.

Request for Credit Balance Refunds: If your statement shows a credit balance it means your loan payments have exceeded the total amount you owe. You may request a full refund of the credit balance by writing to us at the address shown on the first page of your statement.

You are entitled to remedies for error resolution for an electronic funds transfer in accordance with the Electronic Funds Transfer Act and federal Regulation E or in accordance with laws of the state where your account is located as may be applicable. See your Client Manual for details.

Billing Rights Summary - What To Do If You Think You Find A Mistake On Your Statement.

If you think there is an error on your statement, write to us at the address shown on the first page of your statement (Attn: Checking Plus).

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of the Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

CREDIT CARDS

Information about your Citibank credit card account(s) on this statement is summary information as of your last credit card statement.

You will continue to receive your regular monthly credit card statement(s).

Citibank credit cards are issued by Citibank, N.A. AAdvantage® is a registered trademark of American Airlines, Inc. Citi, Citi and Arc Design and other marks used herein are service marks of Citigroup Inc. or its affiliates, used and registered throughout the world.

Citibank is an Equal Housing Lender.



Citibank, N.A. Member FDIC

July 1 - July 31, 2019
Citi Priority Account

2427

Page 1 of 6

CRISTINA A HINDS
3 STARBROOK DR
HENDERSON NV

89052-6627

CITI PRIORITY SERVICES
PO Box 769007

San Antonio, Texas 78245

For banking call: Citi Priority Services at (888) 275-2484*

For speech and hearing impaired customers only: TTY 800-788-6775

Website: www.citibank.com

As a reminder, if your combined average monthly balance is less than the minimum amount required to waive a Monthly Service Fee and Non-Citibank ATM fee for your banking package, you may be charged a Monthly Service Fee and Non-Citibank ATM fee.

Citi Priority is a service of Citibank, N.A. The following summary portion of the statement is provided for informational purposes.

Value of Accounts	Last Period	This Period
Citibank Accounts		
Checking		
Checking	36,428.91	22,877.27
Savings		
Insured Money Market Accounts	38,761.17	36,162.54
Citi Priority Relationship Total	\$75,190.08	\$59,039.81

Earnings Summary	This Period	This Year
Citibank Accounts		
Checking		
Checking	0.63	606.90
Savings		
Insured Money Market Accounts	3.04	564.39
Citi Priority Relationship Total	\$3.67	\$1,171.29

* To ensure quality service, calls are randomly monitored and may be recorded.

Messages From Citi Priority

Share the benefits of Citi.
Refer Friends and Family and Earn Cash Rewards.
Talk with your Personal Banker about how to earn a cash bonus with our
Member-Get-Member program when your referral opens an eligible Citibank checking account.
Enrollment required.

July 1 - July 31, 2019
CRISTINA A HINDS
Citi Priority Account

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2427

Citi Priority Account Package Fees

When determining your fees for this statement period, Citibank considered the combined average monthly balances during the prior month in all of your qualifying accounts that you asked us to combine. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements.

*Monthly Service Fees are waived with \$50,000 in combined average monthly balances from deposits, retirement accounts, and investments.

All fees assessed in this statement period will appear as charges on your next Citibank monthly statement (to the account that is currently debited for your monthly service fee).

Fees	Your Combined Balance Range \$50,000-\$99,999
Monthly Service Fee*	None

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

Checking

Checking
Activity

Interest Checking 42010842427

Date	Description	Amount Subtracted	Amount Added	Balance
07/01/19	Opening Balance			36,428.91
07/01/19	Debit PIN Purchase HOMETGOODS 2950 SAINT R HENDERSON NVUS05156	43.00		36,385.91
07/01/19	Debit PIN Purchase DILLARDS 944 GALLERIA HENDERSON NVUS05153	51.95		36,333.96
07/01/19	Debit PIN Purchase DILLARDS 944 GALLERIA HENDERSON NVUS05153	247.30		36,086.66
07/02/19	Check # 130	10,000.00		26,086.66
07/10/19	Debit PIN Purchase SAMSCLUB #6261 LAS VEGAS NVUS05153	76.78		26,009.88
07/10/19	Debit Card Purchase 07/07 01:25p #9732 VONS #1795 HENDERSON NV 19190 Food & Beverages	178.92		25,830.96
07/11/19	Debit Card Purchase 07/09 06:00p #9732 DILLARDS 944 GALLERIA HENDERSON NV 19191 Retail stores	127.95		25,703.01
07/12/19	Debit PIN Purchase VONS STORE 1795 Henderson NVUS05154	188.10		25,514.91
07/12/19	Debit PIN Purchase SAMSCLUB #6261 LAS VEGAS NVUS05153	261.99		25,252.92
07/12/19	Debit Card Purchase 07/09 10:43p #9732 SHETHINX.COM 347-277-8711 NY 19192 Specialty Retail stores	94.00		25,158.92
07/12/19	Debit Card Purchase 07/10 05:54p #9732 NO LINES BY DESIGN LAS VEGAS NV 19192 Medical Services	550.00		24,608.92
07/15/19	Debit PIN Purchase SAM'S Club LAS VEGAS NVUS05153	7.90		24,601.02
07/15/19	Debit Card Purchase 07/11 12:54p #9732 LV MARGARITA MAN 17028394400 NV 19193 Misc Personal Services	214.00		24,387.02
07/15/19	Check # 131	200.00		24,187.02
07/16/19	Debit PIN Purchase VONS STORE 1795 Henderson NVUS05154	224.61		23,962.41
07/16/19	Debit Card Purchase 07/14 06:37p #9732 REGAL CINEMAS COLONNAD LAS VEGAS NV 19196 Recreational Services	16.50		23,945.91

July 1 - July 31, 2019
CRISTINA A HINDS
Citi Priority Account

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2427

Checking Continued

Checking
Activity
Continued

Interest Checking 42010842427

Date	Description	Amount Subtracted	Amount Added	Balance
07/16/19	Debit Card Purchase 07/14 06:41p #9732 REGAL CINEMAS COLONNAD LAS VEGAS NV 19196 Recreational Services	24.97		23,920.94
07/17/19	Debit Card Purchase 07/15 11:02p #9732 I LOVE HENDERSON INC HENDERSON NV 19197 Restaurant/Bar	78.47		23,842.47
07/18/19	Debit PIN Purchase TARGET T- 695 S Green Henderson NVUS05154	107.33		23,735.14
07/19/19	Debit PIN Purchase VICTORIA'S SECRET 0093 LAS VEGAS NVUS05156	101.41		23,633.73
07/19/19	Debit PIN Purchase DILLARDS 941 FASHION S LAS VEGAS NVUS05153	108.68		23,525.05
07/22/19	Debit PIN Purchase CVS/PHARMACY #05 05942-Las Vegas NVUS05159	119.10		23,405.95
07/22/19	Debit PIN Purchase TRADER JOE'S # 280 HENDERSON NVUS05154	173.01		23,232.94
07/22/19	Check # 132	285.00		22,947.94
07/26/19	Debit Card Purchase 07/23 11:27a #9732 SHELL OIL 57443457809 HENDERSON NV 19206 Autos (rental, service, gas)	71.30		22,876.64
07/31/19	Interest for 31 days, Annual Percentage Yield Earned 0.03%		0.63	22,877.27
	Total Subtracted/Added	13,552.27	0.63	
07/31/19	Closing Balance			22,877.27

All transaction times and dates reflected are based on Eastern Time.

Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.

Savings

Citi®
Savings
Account Activity

Citi® Savings 42010842435

Date	Description	Amount Subtracted	Amount Added	Balance
07/01/19	Opening Balance			36,758.72
07/05/19	Cash Withdrawal 06:46p #9732 Citibank ATM 10211 S EAST AV, HENDRSON, NV	300.00		36,458.72
07/12/19	ACH Electronic Debit AMERICAN EXPR ACH PMT W4334 1	2,301.67		34,157.05
07/31/19	Interest for 31 days, Annual Percentage Yield Earned 0.10%		2.97	34,160.02
	Total Subtracted/Added	2,601.67	2.97	
07/31/19	Closing Balance			34,160.02

All transaction times and dates reflected are based on Eastern Time.

July 1 - July 31, 2019
CRISTINA A HINDS
Citi Priority Account

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2427

Savings Continued

Citi® Savings Account Activity	Citi® Savings 42010846154		Amount Subtracted	Amount Added	Balance
	Date	Description			
	07/01/19	Opening Balance			2,002.45
	07/31/19	Interest for 31 days, Annual Percentage Yield Earned 0.04%		0.07	2,002.52
	07/31/19	Closing Balance			2,002.52

July 1 - July 31, 2019
CRISTINA A HINDS
Citi Priority Account

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Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.

CITIBANK ACCOUNTS

The products reported on this statement have been combined onto one monthly statement at your request. Opening and closing dates of the statement period are disclosed with the opening and closing balance for each bank product in the applicable transaction activity section. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS

FDIC Insurance:

The following bank deposits are FDIC insured up to applicable limits: Checking, Interest Checking, Insured Money Market Account, Certificates of Deposit and IRA & Keogh funds held in bank deposits.

CERTIFICATES OF DEPOSIT

Certificates of Deposit (CD) information may show dashes in certain fields if on the date of your statement your new CD was not yet funded or your existing CD renewed but is still in its grace period.

IN CASE OF ERRORS

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- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of the Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
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- We can apply any unpaid amount against your credit limit.

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Citibank is an Equal Housing Lender.



Citibank, N.A. Member FDIC

July 1 - July 31, 2019
CRISTINA A HINDS
Citi Priority Account [REDACTED] 2427

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010/R1/20F013
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Exhibit E

Inst #: 20200320-0000834
Fees: \$42.00
03/20/2020 11:48:27 AM
Receipt #: 4024561
Requestor:
JUNES LEGAL SERVICES
Recorded By: TAH Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

APN No. 139-34-410-231

Recording requested by:

The Willick Law Group

Return to:


Name The Willick Law Group

Address 3591 East Bonanza Road, Suite 200

City/State/Zip Las Vegas, Nevada 89110-2101

Judgment Against Defendant Craig A. Mueller
(Title on Document)

Electronically Filed
12/26/2019 6:09 PM
Steven D. Grierson
CLERK OF THE COURT



Marquis Aurbach Coffing
Terry A. Coffing, Esq.
Nevada Bar No. 4949
Rachel S. Tygret, Esq.
Nevada Bar No. 14120
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
tcoffing@maclaw.com
rtygret@maclaw.com
Attorneys for Plaintiff

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

CRISTINA HINDS,

Plaintiff,

Case No.: D-18-571065-D
Dept. No.: C

vs.

CRAIG A. MUELLER,

Defendant.

JUDGMENT AGAINST DEFENDANT CRAIG A. MUELLER

THIS MATTER having come before this Court on December 13, 2019; Terry A. Coffing, Esq. and Rachel S. Tygret, Esq. of the law firm of Marquis Aurbach Coffing appearing on behalf of Cristina Hinds and Michael McAvoyamaya, Esq., appearing on behalf of Defendant, Craig A. Mueller.

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This Court, having reviewed the papers and pleadings on file herein, the evidence and declaration on file herein, the papers and pleadings filed in this matter, and oral argument of counsel, hereby enters **JUDGMENT** as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

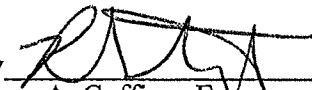
1. That judgment is hereby entered in favor of Plaintiff, Cristina Hinds and against Defendant, Craig A. Mueller in the sum of \$291,923.27, with interest at the statutory legal rate from December 13, 2019 until paid in full and which shall be collected by any and all legal means possible.

IT IS SO ORDERED this 20 day of December, 2019.


DISTRICT COURT JUDGE 4

Respectfully Submitted By.

MARQUIS AURBACH COFFING

By 
Terry A. Coffing, Esq.
Nevada Bar No. 4949
Rachel S. Tygret, Esq.
Nevada Bar No. 14120
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorney(s) for Plaintiff



MAR 11 2020

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

AFFIDAVIT FOR RECORDING JUDGMENT

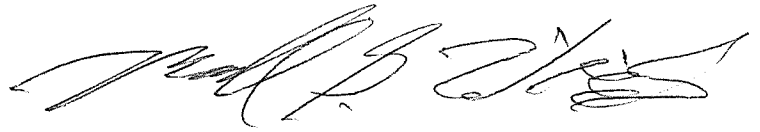
PURSUANT TO NRS 17.150

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

Marshal S. Willick, Esq., being duly sworn, states:

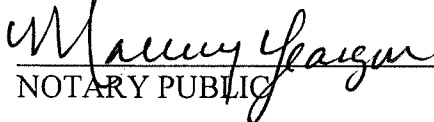
1. Affiant has personal knowledge of the facts and circumstances set forth herein. A Judgment Against Defendant Craig A. Mueller was filed on December 26, 2019, in the Eighth Judicial District Court, County of Clark, Las Vegas, Nevada, under Cristina Hinds vs. Craig A. Mueller, Case #D-18-571065-D, in the amount of \$291,923.27, with interest at the statutory legal rate from December 13, 2019, until paid in full and which shall be collected by any and all legal means possible. This is referenced on page two of the Judgment Against Defendant Craig A. Mueller.
2. Affiant believes that the following information pertains to the Judgment debtor:
 - a. Judgment debtor is natural person and his name and address is Craig A. Mueller, owner of real property located 808 S. 7th Street, Las Vegas, NV 89101 (APN# 139-34-410-231);
 - b. Judgment debtor's social security number is XXX-XX-3731;
 - c. The judgment debtor's drivers license number is unknown in the State of Nevada;
 - d. Judgment debtor's date of birth is March 15, 1961;

e. Judgment creditor is Cristina Hinds.

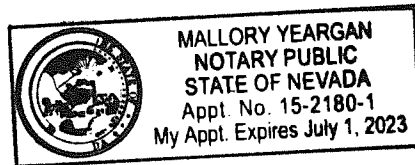


MARSHAL S. WILLICK, ESQ.

SUBSCRIBED AND SWORN to before me
this 11th day of March, 2020


NOTARY PUBLIC

P:\wp19\HINDS, C\DRAFTS\00429985.WPD/vj



Inst #: 20200228-0004827
Fees: \$42.00
02/28/2020 04:36:02 PM
Receipt #: 4004995
Requestor:
JUNES LEGAL SERVICES
Recorded By: KVHO Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

APN# 124-20-810-129

11-digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/owner.aspx>

Judgment Against Defendant Craig A. Mueller

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested By:

Victoria Javiel

Return Documents To:

Name Willick Law Group

Address 3591 E. Bonanza Rd., Ste. 200

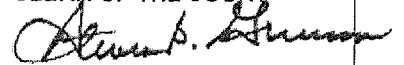
City/State/Zip Las Vegas, Nevada 89110-2101

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

Electronically Filed
12/26/2019 6:09 PM
Steven D. Grierson
CLERK OF THE COURT



Marquis Aurbach Coffing
Terry A. Coffing, Esq.
Nevada Bar No. 4949
Rachel S. Tygret, Esq.
Nevada Bar No. 14120
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
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tcoffing@maclaw.com
rtygret@maclaw.com
Attorneys for Plaintiff

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

CRISTINA HINDS,

Plaintiff,

Case No.: D-18-571065-D

Dept. No.: C

vs.

CRAIG A. MUELLER,

Defendant.

JUDGMENT AGAINST DEFENDANT CRAIG A. MUELLER

THIS MATTER having come before this Court on December 13, 2019; Terry A. Coffing, Esq. and Rachel S. Tygret, Esq. of the law firm of Marquis Aurbach Coffing appearing on behalf of Cristina Hinds and Michael McAvoyamaya, Esq., appearing on behalf of Defendant, Craig A. Mueller.

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This Court, having reviewed the papers and pleadings on file herein, the evidence and declaration on file herein, the papers and pleadings filed in this matter, and oral argument of counsel, hereby enters **JUDGMENT** as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

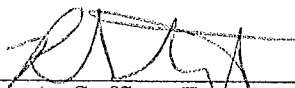
1. That judgment is hereby entered in favor of Plaintiff, Cristina Hinds and against Defendant, Craig A. Mueller in the sum of \$291,923.27, with interest at the statutory legal rate from December 13, 2019 until paid in full and which shall be collected by any and all legal means possible.

IT IS SO ORDERED this 20 day of December, 2019.


DISTRICT COURT JUDGE &

Respectfully Submitted By.

MARQUIS AURBACH COFFING

By 
Terry A. Coffing, Esq.
Nevada Bar No. 4949
Rachel S. Tygret, Esq.
Nevada Bar No. 14120
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorney(s) for Plaintiff



FEB 26 2020

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

AFFIDAVIT FOR RECORDING JUDGMENT

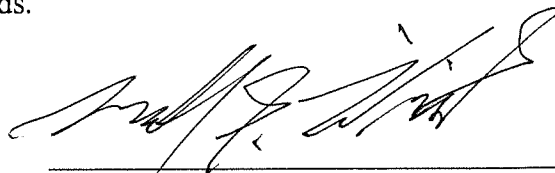
PURSUANT TO NRS 17.150

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

Marshal S. Willick, Esq., being duly sworn, states:

1. Affiant has personal knowledge of the facts and circumstances set forth herein. A Judgment Against Defendant Craig A. Mueller was filed on December 26, 2019, in the Eighth Judicial District Court, County of Clark, Las Vegas, Nevada, under Cristina Hinds vs. Craig A. Mueller, Case #D-18-571065-D, in the amount of \$291,923.27, with interest at the statutory legal rate from December 13, 2019, until paid in full and which shall be collected by any and all legal means possible. This is referenced on page two of the Judgment Against Defendant Craig A. Mueller.
2. Affiant believes that the following information pertains to the Judgment debtor:
 - a. Judgment debtor is natural person and his name and address is Craig A. Mueller, owner of real property located 2429 Crane Court North Las Vegas, Nevada 89084 (APN# 124-20-810-129);
 - b. Judgment debtor's social security number is XXX-XX-3731;
 - c. The judgment debtor's drivers license number is unknown in the State of Nevada;
 - d. Judgment debtor's date of birth is March 15, 1961;

e. Judgment creditor is Cristina Hinds.



MARSHAL S. WILICK, ESQ.

SUBSCRIBED AND SWORN to before me
this 28th day of February, 2020


NOTARY PUBLIC

P:\wp19\HINDS,CDRAFTS\00428699.WPD/vj

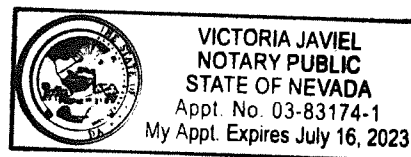


Exhibit F

Craig Mueller

From: Radford Smith <rsmith@radfordsmith.com>
Sent: Sunday, July 28, 2019 10:54 AM
To: Craig Mueller; 'cmules@aol.com'
Cc: Deana DePry; Kimberly Stutzman
Subject: FW: Revise MSA
Attachments: Mueller - MSA revised.pdf; Hinds v. Mueller - savings account balances 06.20.19.pdf

Craig,

Consistent with our discussion this morning, Ms. Throne has sent over a revised MSA with terms that Cristina has approved. I haven't completely reviewed the changes yet because I want to get this to you right away. The changes should be your prepayment of the funds due to Christina toward the living expenses (\$2500 per week). You have paid three weeks in July, all of which will be credited against the equalizing payment of \$450k. The two payments of \$2500 that are still due for June will not be credited to the equalization balance. All payments prepaid for July, August and through September 30 are all credited against the equalization payment. That should take the loan that you need to secure to \$420k.

Also consistent with our discussion this morning, I will credit 8k toward your final bill in exchange for a payment to reimburse Throne & Hauser for fees they would not have incurred had we timely provided a pre-approval letter. The net cost to you is zero since I am providing you a discount. I suggest we take those funds also from your portion of the Meadows bank funds.

I will send by separate cover the Parenting Plan that Ms. Hauser sent over a few minutes ago that should only have the following changes: 1) Splitting the two week vacation in to one week blocks (that's one of the options under Judge Burton's default holiday plan we agreed to follow); 2) Confirmation that you have insurance for the children, and, 3) indicating that you are responsible for unpaid medical bills for the children due to the lapse of the insurance.

Finally, in the same email Ms. Hauser has attached a proposed Decree of Divorce that should do nothing more than incorporate the parenting plan and MSA.

Please review the documents carefully, and let me know your position on the proposed changes. I will also review them and let you know my concerns, if any.

Best,

Radford

Radford J. Smith, Esq.
Board Certified Family Law Specialist
Radford J. Smith, Chartered
2470 St. Rose Parkway – Ste. 206
Henderson, Nevada 89074
(702) 990-6448

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From: Dawn Throne <Dawn@thronehauser.com>
Sent: Sunday, July 28, 2019 10:12 AM
To: Radford Smith <rsmith@radfordsmith.com>
Cc: Michelle Hauser <Michelle@thronehauser.com>
Subject: Revise MSA

Radford,

Pursuant to all our discussions today, please find the revised MSA. I have highlighted where we made changes. Also, the exact information on the savings account balances is attached so it all makes sense to you. The good news is that the savings had \$190,000 on 6/20/2019 rather than the \$180,000 we thought. ☺

Dawn R. Throne, Esq. / Attorney at Law

Partner



THRONE & HAUSER

State Bar of Nevada Certified Family Law Specialist

1070 West Horizon Ridge Pkwy., #100

Henderson, NV 89012

P: 702-800-3580

F: 702-800-3581

Email: dawn@thronehauser.com

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To ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding U.S. tax penalties.

Craig Mueller

From: Radford Smith <rsmith@radfordsmith.com>
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Cc: Deana DePry; Kimberly Stutzman
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Radford

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****NOTICE****

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HINDS v. MUELLER

**Savings Account Balances
as of 6/20/2019**

I.	Citibank	\$75,190.08
II.	Meadows Bank	\$86,039.61
III.	Bank of Nevada #7006	<u>\$29,087.70</u>
	TOTAL	\$190,317.39
	$\frac{1}{2} =$	\$95,158.69