

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

\* \* \* \* \*

Electronically Filed  
Dec 17 2021 04:52 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

CRAIG A. MUELLER,

Appellant,

vs.

CRISTINA A. HINDS,

Respondent.

S.C. No.:

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

**RESPONDENT'S APPENDIX**

**Attorney for Appellant:**

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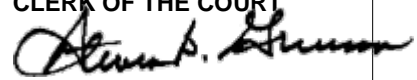
## VOLUME II

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

CRISTINA HINDS,

Plaintiff,

Case No.: D-18-571065-D

Dept. No.: C

vs.

CRAIG A. MUELLER,

Defendant.

**REPLY IN SUPPORT OF PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE  
 WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT FOR VIOLATION OF  
 THIS COURT'S ORDERS AND FOR ATTORNEY FEES AND COSTS; OPPOSITION  
 TO DEFENDANT'S COUNTERMOTION TO MODIFY DECREE OF DIVORCE AND  
 MARITAL SETTLEMENT AGREEMENT WITH REGARD TO EQUALIZATION  
 PAYMENT TO CRISTINA HINDS DUE TO CRISTINA HINDS' MISAPPROPRIATION  
 OF COMMUNITY FUNDS; FOR SANCTIONS; AND FOR ATTORNEYS FEES AND  
 OTHER RELATED RELIEF**

Plaintiff, Cristina Hinds ("Cristina") by and through her attorneys of record, Terry A. Coffing, Esq. and Rachel S. Tygret, Esq. of Marquis Aurbach Coffing, hereby submits her Reply in Support of her Motion for Order to Show Cause and Opposition to Plaintiff's Countermotion.

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1 This Reply is based upon the Points and Authorities below, the attached exhibits, any and  
2 all pleadings and papers on file in this matter, and any oral argument to take place at the hearing.

3 Dated this 27th day of November, 2019.

4  
5 MARQUIS AURBACH COFFING

6  
7 By /s/ Terry A. Coffing  
8 Terry A. Coffing, Esq.  
9 Nevada Bar No. 4949  
10 Rachel S. Tygret, Esq.  
11 Nevada Bar No. 14120  
12 10001 Park Run Drive  
13 Las Vegas, Nevada 89145  
14 Attorney(s) for Cristina Hinds

11 **I. MEMORANDUM OF POINTS AND AUTHORITIES**

12 **A. INTRODUCTION**

13 As this Court is aware, the parties to this case, CRISTINA HINDS (hereinafter  
14 “Cristina”) and CRAIG A. MUELLER (hereinafter “Craig”), were divorced by Decree of  
15 Divorce (the “Decree”) filed with this Court on July 29, 2019. The Decree of Divorce was  
16 predicated on the terms and conditions that were *mutually agreed upon* between both Cristina  
17 and Craig and was drafted after *months* of discovery, depositions, and negotiations between the  
18 parties and their respective counsel.

19 Craig is now attempting to claim that the MSA and Decree need to be modified because:  
20 (1) despite being represented by competent counsel (and being an attorney himself) and having  
21 an opportunity to review both documents, Craig “had no idea” about some of the terms in the  
22 agreement (such as taking on the obligation for Cristina’s vehicle); (2) that despite being an  
23 owner with unfettered access to the accounts in dispute (as well as this particular subject being  
24 discussed *ad nauseam* during Cristina’s deposition and during the final negotiations), he was  
25 completely unaware of the funds that Cristina allegedly misappropriated at the time the Decree  
26  
27  
28

1 was signed<sup>1</sup>; and (3) that he should not be obligated to pay Cristina the agreed upon equalization  
2 payment.

3 The truth is that Craig was more than aware of the terms of the divorce and had ample  
4 time to review the MSA and Decree of Divorce prior to signing the same. Based on the  
5 countless number of outright lies embedded in Craig's Opposition and Countermotion, it is clear  
6 that Craig *never* intended on honoring his obligations under the MSA and intends on embroiling  
7 the Parties in unending litigation in an effort to shirk his obligations to Cristina and their minor  
8 children.

9 **B. LEGAL ARGUMENT**

10 **1. An Order To Show Cause is Appropriate in this Matter against Craig**  
11 **A. Mueller**

12 It's extremely difficult to respond to Craig's Opposition and Countermotion when its  
13 solely predicated on unsupported "facts" and fails to actually oppose the underlying Motion. In  
14 fact, Craig does not even dispute that he has not paid his financial obligation to Cristina. Instead,  
15 Craig attempts to obfuscate the issues by arguing that he was "unaware" of his obligations  
16 (despite signing the MSA and Decree of Divorce) therefore he is entitled to a modification.

17 **a. Cristina Did Not Misappropriate Funds Entitling Craig to an**  
18 **Offset**

19 Craig claims that it was not until *after* the Decree of Divorce was entered that he  
20 "learned" of Cristina's alleged violation of the JPI. The joint accounts were constantly discussed  
21 and at issue in this matter.<sup>2</sup> In fact, Craig was a joint-owner of the accounts, had access to the  
22 accounts, and was even provided with statements during discovery. The fact that, after months  
23 of discovery and the disclosure of thousands of bank statements, Craig is only *now* claiming that  
24 Cristina somehow managed to "misappropriate" hundreds of thousands of dollars without his  
25 knowledge, is completely disingenuous and an outright lie.

26 <sup>1</sup> Cristina denies and will prove that she never misappropriated these funds.

27 <sup>2</sup> In fact, as this Court will recall, Cristina's Motion for an Order to Show Cause was granted on February  
28 22, 2019 for *Craig's* misappropriation of funds.

1 Throughout the entirety of this divorce litigation, Cristina complied with her ongoing  
2 obligation to provide updated discovery, which included bank statements for the parties'  
3 accounts. Based on Craig's own exhibits, Cristina's alleged "misappropriation" of community  
4 funds dated back to 2017.<sup>3</sup> At no point in time prior to settlement did Craig raise this alleged  
5 violation of the JPI. In fact, on July 15, 2019, approximately *two weeks* before the Decree of  
6 Divorce was entered, Cristina provided Craig with updated bank statements in accordance with  
7 her ongoing discovery obligations.<sup>4</sup> Again, Craig failed to raise this issue of a violation of the  
8 JPI. This is because Craig's allegations are simply not true.

9 Prior to the divorce being finalized, the parties engaged a CPA to conduct a thorough  
10 forensic accounting of the parties' accounts. Again, if Cristina had been taking money from the  
11 accounts that she was not entitled to, it would have been documented and taken into account  
12 during the settlement discussions. What the accounting *did* find is that funds had to be regularly  
13 transferred from their savings account to their business account to cover administrative expenses  
14 and payroll. After these transfers were made, *Craig* would then go and withdraw cash from the  
15 business account for his personal use.

16 Finally, the Meadows and Bank of Nevada accounts were discussed extensively during  
17 Cristina's deposition.<sup>5</sup> Part of this discussion was the fact that Craig had spent tens of thousands  
18 of dollars in excess of what this Court ordered on February 22, 2019.<sup>6 7</sup> Again, despite having  
19 full access to the bank accounts and being provided with every single statement via discovery,  
20

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21 <sup>3</sup> It should be noted that the "evidence" provided by Craig fails to identify *who* withdrew money from the  
22 bank accounts and simply shows a "withdrawal".

23 <sup>4</sup> The Twenty-Fourth Supplemental Disclosure is attached hereto as "**Exhibit 1**".

24 <sup>5</sup> It should also be noted that during Craig's deposition, he specifically stated that he believed neither  
25 party had violated the JPI.

26 <sup>6</sup> This "spending" included Craig writing checks payable to his girlfriend, a check to an unknown woman,  
27 purchasing a boat, etc.

28 <sup>7</sup> Obviously, should this particular issue move forward to an evidentiary hearing, discovery will be  
required to obtain the deposition transcripts and/or additional depositions will be needed to determine  
what exactly was discussed.

1 there was absolutely no discussion or allegation that Cristina had “misappropriated” funds. The  
2 reason for this is clear; it simply did not happen.

3 **b. Craig is Obligated to Pay the Infiniti Payment**

4 Craig argues that he had “no idea that he was required to pay Cristina’s car payment” and  
5 that Cristina has more than enough funds to pay for the vehicle. Again, this is completely belied  
6 by the fact that Craig signed the MSA, which clearly states that he reviewed the document prior  
7 to initialing every single page and signing the document. Now, four months later, Craig is  
8 “playing dumb” and trying to evade yet another obligation.

9 Craig also states that because Cristina has substantial assets, hundreds of thousands of  
10 dollars in cash, and is employed as a full time attorney, this somehow absolves him of his  
11 obligations under the MSA *that he agreed to*. Furthermore, Craig’s assertions regarding  
12 Cristina’s assets is simply untrue – the fact that Cristina had to file the underlying motion in  
13 order to get Craig to pay the equalization payment is proof of this. Even if this were true, it does  
14 not change the fact that the car payment was specifically negotiated into the MSA, which was  
15 agreed to by both parties.

16 The bottom line is that Craig was obligated to pay for Infiniti and he refused to do so.  
17 Cristina could not afford to make the payments on the vehicle and as a result, had to return the  
18 leased vehicle to Infiniti. As such, Craig should be sanctioned in the amount that would have  
19 been due and owing on the remainder of the lease period.

20 **c. Medical Bills for the Children**

21 Cristina has been sending the bills to Craig at the only fax number he has provided. That  
22 said, Craig claims that the medical expenses have been “paid in full” as evidenced by an email  
23 attached to his motion. This “evidence” is an email simply stating that the bills have been paid.  
24 No proof of payment was provided and Cristina has not received any sort of reimbursement for  
25 the bills she had to personally cover. Unless and until Craig can provide *actual proof* that these  
26 bills have been paid and/or Cristina has been reimbursed for the out of pocket expenses, Craig  
27 should be held in contempt for failure to abide by Court orders to do so.

1                                   **d.       Dental and Vision Insurance for the Children**

2           Cristina appreciates the fact that Craig is willing to pay for the dental and vision coverage  
3 and requests that he be ordered to pay for the coverage as of the date coverage began and for  
4 coverage moving forward, regardless of the coverage costs.<sup>8</sup>

5                                   **C.       OPPOSITION TO CRAIG'S COUNTERMOTION**

6                                   **1.       Cristina did not violate the Joint Preliminary Injunction**

7           As mentioned above, Craig's allegation that Cristina misappropriated hundreds of  
8 thousands of dollars is not supported by the evidence and is, in fact, completely untrue. Again,  
9 the parties submitted to a thorough forensic accounting of *all* accounts prior to settling this  
10 matter. The final accounting showed that withdrawals from the joint accounts went directly into  
11 the business operating accounts. Additionally, the forensic accountant noted that there was no  
12 way to determine *who* made these withdrawals. During the pendency of their divorce, both  
13 parties continued to transfer funds between accounts in order to ensure the business account did  
14 not go negative and had enough funds in order to make payroll. The accounting, as well as proof  
15 provided by Cristina, showed that Craig routinely took more than the \$10,000 he was allotted by  
16 the Court and was responsible for the cash withdrawals from the business operating account.

17           Finally, the idea that both Craig and his counsel failed to notice hundreds of thousands of  
18 dollars missing from the bank accounts despite having a forensic accounting and business  
19 valuation completed, is completely preposterous. The movement of money from the parties'  
20 accounts was well documented given that both parties had access to the accounts and were  
21 provided with the final accounting and valuations.

22           Craig has provided absolutely no proof that Cristina withdrew these funds let alone that  
23 these withdrawals were violations of the JPI. Furthermore, had Cristina violated the JPI, Craig  
24 should have brought it to the Court's attention at the time the alleged violations occurred, not  
25 *four* months after the Decree is entered and in response to Cristina's request for an Order to

26 \_\_\_\_\_  
27 <sup>8</sup> As of right now, the monthly cost for dental and vision coverage through Cristina's is \$51.54/month,  
28 however the premium is subject to change each year, so Cristina would ask that Craig be responsible for  
the coverage regardless of the monthly premium cost, so long as the coverage remains the same.

1 Show Cause. Craig's motion reeks of vengeance, spite, and was filed for one purpose: to further  
2 harm Cristina financially and emotionally.

3 **2. There is No Basis to Modify the Marital Settlement Agreement**

4 Craig argues that, based on Cristina's misappropriation of funds (which is an absolute  
5 lie), the Marital Settlement Agreement should be modified to reduce the property equalization  
6 payment.

7 **a. NRCP 60(b) Does Not Apply In This Situation**

8 There is no evidence or basis to apply NRCP 60(b)(3) in this particular situation. Craig  
9 specifically claims that Cristina engaged in fraudulent activity, therefore, he is entitled to relief in  
10 the form of a revised MSA. As set forth below, this is simply not the case and Craig's requested  
11 relief should be denied.

12 Craig argues, without any evidence, that Cristina engaged in fraudulent acts by  
13 withdrawing funds from the bank and that, at the time the parties signed the MSA, Craig  
14 "believed he had over \$200,000 in the Meadows Money Market Account and "substantial funds  
15 in the Bank of Nevada Money Market Account". This is completely belied by the MSA wherein  
16 the following was specifically stated on page 4:

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

- 19 • Two savings accounts at Citibank in the name of Cristina Hinds, account  
20 #2435 and \$6145, with a total balance of \$75,190.08;
- 21 • Joint Savings account at Meadows Bank, account #0032 with a balance of  
22 \$86,039.61; and
- Joint Savings account at Bank of Nevada, account #7006, with a balance  
of \$29,087.70

23 The *parties have agreed* to equally divide the balances in these accounts as of  
24 June 20, 2019, which together total \$190,317.39, one half equals \$95,158.69. To  
25 accomplish this division, Cristina shall be awarded the following: \$75,190.08  
26 balance in the Citibank accounts and \$19,968.61 from the Meadows Bank  
27 account. Craig will receive \$66,071 from the Meadows Bank and \$29,087.70 in  
28 Bank of Nevada account #7006." (Emphasis added).<sup>9</sup>

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<sup>9</sup> See relevant parts of pages 3-9 of the MSA attached hereto as **Exhibit 2**.

1 The MSA further stated on page 6 that \$66,071 of the above award to Craig was to be used to  
2 satisfy certain obligations of Craig to Cristina set forth in Section 9 of the MSA leaving him with  
3 \$36,871 in the Meadows Bank account. Further down on page 8 of the MSA states, again, that  
4 the *parties agree* to a property equalization payment with the terms and schedule of payments set  
5 forth in detail.

6 Again, for Craig to claim that he believed he was receiving “200,000 in the Meadows  
7 Money Market Account and “substantial funds in the Bank of Nevada Money Market Account”  
8 is a blatant lie and completely belied by the MSA that was initialed and signed by Craig.

9 **3. In the Event This Matter is Set for an Evidentiary Hearing, Craig**  
10 **Should Be Obligated to Immediately Pay the \$291,923.27**

11 In the event the Court is inclined to explore Craig’s allegations further by opening  
12 discovery and/or setting an evidentiary hearing on the matter, Cristina would ask that Craig be  
13 obligated to *immediately* pay the \$291,923.27 that he does not dispute is owed. As of the filing  
14 of this Reply and Opposition, Craig has failed to pay *any* of his outstanding obligations and is  
15 even currently delinquent in his child support payments. Cristina elected to forego monthly  
16 alimony payments and allowed Craig to keep a substantial amount of the material assets in  
17 exchange for this property equalization payment; the fact that she has yet to be paid is causing  
18 her irreparable harm and should be remedied as soon as possible.

19 **II. CONCLUSION**

20 It is clear that Craig entered into this divorce in bad faith and never intended on abiding  
21 by the MSA and Decree of Divorce. As such, the Court’s intervention is needed to enforce the  
22 agreed upon terms and ensure that Craig follows through on his obligations. Based on the  
23 foregoing, Cristina respectfully requests that the Court grant the following relief:

- 24 1. Issue an Order to Show Cause Why Craig Should Not be Held in Contempt for  
25 Violation of this Court’s Orders as enumerated in the original motion;
  - 26 2. That Craig be Ordered to Pay Cristina’s Attorney’s Fees and Costs
  - 27 3. That Craig take nothing by way of his Countermotion;
- 28

1           4.       That Craig be ordered to immediately pay, at the very least, \$291,923.27 to  
2 Cristina; and

3           5.       For such other relief as the Court deems just and proper on the premises.  
4

5           Dated this 27th day of November, 2019.  
6  
7  
8

MARQUIS AURBACH COFFING

9  
10  
11           By /s/ Terry A. Coffing  
12 Terry A. Coffing, Esq.  
13 Nevada Bar No. 4949  
14 Rachel S. Tygret, Esq.  
15 Nevada Bar No. 14120  
16 10001 Park Run Drive  
17 Las Vegas, Nevada 89145  
18 Attorney(s) for Cristina Hinds  
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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **REPLY IN SUPPORT OF PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT FOR VIOLATION OF THIS COURT'S ORDERS AND FOR ATTORNEY FEES AND COSTS; OPPOSITION TO DEFENDANT'S COUNTERMOTION TO MODIFY DECREE OF DIVORCE AND MARITAL SETTLEMENT AGREEMENT WITH REGARD TO EQUALIZATION PAYMENT TO CRISTINA HINDS DUE TO CRISTINA HINDS' MISAPPROPRIATION OF COMMUNITY FUNDS; FOR SANCTIONS; AND FOR ATTORNEYS FEES AND OTHER RELATED RELIEF** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 27th day of November, 2019. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>10</sup>

Craig A. Mueller, Esq.  
Electronicservice@craigmuellerlaw.com

efile@naimicerceo.com  
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rsmith@radfordsmith.com

/s/ Cally Hatfield  
Cally Hatfield, an employee of  
Marquis Aurbach Coffing

<sup>10</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

# Exhibit 1

1 **Dawn R. Throne, Esq.**  
2 Nevada Bar No. 006145  
3 **Michelle A. Hauser, Esq.**  
4 Nevada Bar No. 007738  
5 THRONE & HAUSER  
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10 email: [michelle@thronehauser.com](mailto:michelle@thronehauser.com)  
11 Attorney for Plaintiff

DISTRICT COURT  
CLARK COUNTY, NEVADA

11 **Cristina Hinds,**

12 Plaintiff,

13 vs.

14 **Craig Mueller,**

15 Defendant.

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

17 **PLAINTIFF'S TWENTY-FOURTH SUPPLEMENTAL**  
18 **DISCLOSURES PURSUANT TO NRCP 16.2**

19 **COMES NOW** Plaintiff, Cristina Hinds, by and through her attorneys, **Dawn**  
20 **R. Throne, Esq., and Michelle A. Hauser, Esq.,** of the law office of THRONE &  
21 HAUSER, and supplements her document disclosures pursuant to NRCP 16.2 as  
22 follows:  
23

24 **DOCUMENTS**

- 25 1. Meadows Bank, joint account statement, account ending #0032, dated  
26 06/28/19, attached hereto and designated as Bates Label Nos. **PL09389-**  
27 **PL09390.**  
28

2. Bank of Nevada, joint account statement, account ending # 7006, dated 06/30/19, attached hereto and designated as Bates Label Nos. **PL09391**.
3. Bank of Nevada, Mueller Hinds & Associates, IOLTA account statement, account ending #2754, dated 03/31/19, 04/30/19, 05/31/19 and 06/30/19, attached hereto and designated as Bates Label Nos. **PL09392-PL009407**.
4. Bank of Nevada, Mueller Hinds & Associates, checking account statement, account ending #3258, dated 03/31/19, 04/30/19, 05/31/19 and 06/30/19, attached hereto and designated as Bates Label Nos. **PL09408-PL09454**.
5. Citibank account statement for Cristina Hinds, account ending #2427, dated 04/01/19-04/31/19, 05/01/19-05/31/19 and 06/01/19-06/30/19, attached hereto and designated as Bates Label Nos. **PL09455-PL09466**.
6. American Express Platinum Card statements for Cristina Hinds, account ending #7001, dated 03/11/19, 04/10/19, 05/10/19 and 06/10/19, attached hereto and designated as Bates Label Nos. **PL09467-PL09506**.
7. Check Images from Wells Fargo Bank account ending # 0085, attached hereto and designated as Bates Label Nos. **PL09507-PL09525**.

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1 8. Sierra Health and Life Explanation of Benefits for Elizabeth Mueller,  
2 dated 07/02/19, attached hereto and designated as Bates Label Nos.

3 **PL09526-PL09527.**

4  
5 **DATED** this 15<sup>th</sup> day of July, 2019.

6 THRONE & HAUSER

7  
8 

9 **Dawn Throne, Esq.**

10 Nevada Bar No. 006145

11 **Michelle A. Hauser, Esq.**

12 Nevada Bar No. 007738

13 1070 W. Horizon Ridge Pkwy., Suite 100

14 Henderson, Nevada 89012

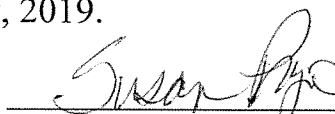
15 Attorney for Plaintiff

16 **CERTIFICATE OF SERVICE**

17 **A COPY of "Plaintiff's Twenty-Fourth Supplemental Disclosure Pursuant**  
18 **to NRCP 16.2"** in the above-captioned case was served via electronic service,  
19 pursuant to NEFCR 9, as follows:

20 Radford J. Smith, Esq.  
21 [kstutsman@radfordsmith.com](mailto:kstutsman@radfordsmith.com)  
22 [ddepry@radfordsmith.com](mailto:ddepry@radfordsmith.com)  
23 [shill@radfordsmith.com](mailto:shill@radfordsmith.com)  
24 [jhoeft@radfordsmith.com](mailto:jhoeft@radfordsmith.com)  
25 Attorney for Defendant

26 **DATED** this 15<sup>th</sup> day of July, 2019.

27 

28 An employee of THRONE & HAUSER

# Exhibit 2

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 **DISCLOSURE AND DIVISION OF ASSETS AND LIABILITIES**

5       4.     **Warranty of Full Disclosure:** Each party acknowledges that he or she has  
6 made full and fair disclosure of the property and interests in property owned or believed to  
7 be owned by the other either directly or indirectly prior to the date of their resolution on  
8 June 20, 2019. The parties acknowledge that they are aware that each party would have  
9 been able to continue to utilize methods of discovery to investigate each other's property  
10 interests as part of the prosecution of their divorce action. Both parties further acknowledge  
11 that they have performed all discovery they deem necessary, and that they have instructed  
12 their counsel to forego additional discovery. The parties waive any further disclosure of  
13 property, assets or income from the other.  
14  
15  
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18       5.     **Assets to CRISTINA:** CRISTINA shall receive as her sole and separate  
19 property, free of all claims of CRAIG, the following:  
20

21             a.     The residence located at 3 Starbrook Drive, Las Vegas, Nevada, 89052,  
22 Parcel No. 190-08-115-007, subject to any encumbrances, indemnifying and holding  
23 CRAIG harmless therefrom. CRISTINA shall be responsible for any and all costs  
24 associated with this property or obligations;  
25  
26

27 \_\_\_\_\_  
28 <sup>1</sup>The parties have resolved all issues regarding the care, custody, and support of their minor children. The  
Stipulation and Order Regarding Parent/Child Issues shall be submitted as part of the parties' Decree of  
Divorce.

- 1           b.     Her fifty percent (50%) interest in Two Fat Chicks, LLC;
- 2           c.     Her forty-eight percent (48%) interest in Jack & Gracie LLC;
- 3           d.     Her new entity, Cristina A. Hinds, Attorney, subject to any and all costs
- 4                 or obligations associated with this entity, holding Craig harmless therefrom;
- 5           e.     As of June 20, 2019, the parties had the following funds in personal
- 6                 savings accounts that are community property:
- 7                 i.     Two saving accounts at Citibank in the name of Cristina Hinds,
- 8                         account #2435 and #6145, with a total balance of \$75,190.08;
- 9                 ii.    Joint savings account at Meadows Bank, account #0032, with a
- 10                       balance of \$86,039.61; and
- 11                 iii.   Joint savings account at Bank of Nevada, account #7006, with a
- 12                       balance of \$29,087.70.
- 13
- 14
- 15
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18           The parties have agreed to equally divide the balances in these accounts as of June

19           20, 2019, which together total \$190,317.39, one-half equals \$95,158.69. To accomplish

20           this division, Cristina shall be awarded the following: \$75,190.08 balance in the Citibank

21           accounts and \$19,968.61 from the Meadows Bank account. Craig will receive \$66,071

22           from the Meadows Bank and \$29,087.70 in Bank of Nevada account #7006.

23

24

- 25           f.     The 2014 Infinity QX880, VIN No.;
- 26           g.     The parties agree to cooperate to divide the remaining personal
- 27                 property, furniture, and furnishings, but Cristina shall receive the following:
- 28

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- 1 i. Her hammer and her wrench;  
2  
3 ii. The bedroom set;  
4  
5 iii. The children's furniture; and,  
6  
7 iv. The children's bicycles;  
8  
9 h. All checking, savings, money, retirement, life insurance, or other  
10 accounts in CRISTINA's name alone; and,  
11  
12 i. All clothing, jewelry, watches, furniture, furnishings, and personal  
13 effects, in her possession or control.

14 6. *Assets to Craig*: CRAIG shall receive as his sole and separate property, free  
15 of all claims of CRISTINA, the following:

16 a. The business of Mueller Hinds & Associates n/k/a Mueller &  
17 Associates, subject to any encumbrances, indemnifying and holding CRISTINA harmless  
18 therefrom. CRAIG shall be responsible for any and all costs and obligations associated  
19 with this business, including, but not limited to, the cost of filing the 2018 and final 2019  
20 tax returns for Mueller Hinds & Associates. By no later than September 30, 2019, the  
21 Mueller Hinds and Associates bank accounts shall be closed, including checking account  
22 ending in #3258 and IOLTA account ending in #2754;  
23

24 b. The residence located at 2429 Crane Court, North Las Vegas, Nevada,  
25 89084, Parcel No. 124-20-810-129, subject to any encumbrances, indemnifying and  
26  
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1 holding CRISTINA harmless therefrom. CRAIG shall be responsible for any and all costs  
2 associated with this property or obligations;  
3

4 c. The property located at 808 South 7th Street, Las Vegas, Nevada,  
5 89101, Parcel No. 139-34-410-231, subject to any encumbrances, indemnifying and  
6 holding CRISTINA harmless therefrom. CRAIG shall be responsible for any and all costs  
7 associated with this property or obligations;  
8

9 d. The property located at 38 Glen Avenue, Glen Rock, Pennsylvania,  
10 17327, York County Parcel No. 640000201320000000, subject to any encumbrances,  
11 indemnifying and holding CRISTINA harmless therefrom. CRAIG shall be responsible  
12 for any and all costs associated with this property or obligations;  
13  
14

15 e. \$29,087.70 balance in Bank of Nevada account #7006 and \$66,071  
16 from the Meadows Bank savings account, which \$66,071 shall be used to satisfy certain  
17 obligations of Craig to Cristina as set forth in more detail below;  
18

19 f. The boat known as Mojave Moon. CRAIG owns this boat free and  
20 clear. CRAIG shall be responsible for any and all costs associated with this boat.  
21

22 g. The 1964 Boston Whaler;  
23

24 h. 2017 Chevy Malibu, subject to any encumbrances, indemnifying and  
25 holding CRISTINA harmless therefrom;  
26

27 i. 2002 GMC Tahoe;  
28

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1 j. The parties agree to cooperate to divide the remaining personal  
2 property, furniture, and furnishings, but Craig shall receive the following:  
3

4 i. His tools, including the tools from his father, grandfather, and  
5 great grandfather except for one hammer and one wrench as stated above;  
6

7 ii. His tool bench that he built provided the he repairs the stucco on  
8 the wall;  
9

10 iii. The leather couch in the TV Room, which was his prior to the  
11 marriage;  
12

13 iv. His books;

14 v. His wooden trains, last known to be in the attic; and,

15 vi. His white Mongoose bicycle;  
16

17 k. All checking, savings, money, retirement, life insurance, or other  
18 accounts in CRAIG's name alone; and,  
19

20 l. All clothing, jewelry, watches, furniture, furnishings, and personal  
21 effects in his possession or control.  
22

23 7. **Debts to Cristina:** CRISTINA shall take as her sole and separate obligation,  
24 and shall indemnify and hold CRAIG harmless from the following obligations:

25 a. All debts associated with assets awarded to CRISTINA hereunder,  
26 except as otherwise provided herein;  
27

28 b. CRISTINA's American Express Credit Card debt in her name;

1 c. All credit card or other obligations in her sole name; and

2 d. Any obligations not specifically referenced herein incurred in  
3  
4 CRISTINA's name alone and/or with any person or entity other than CRAIG.

5 8. ***Debts to Craig:*** CRAIG shall take as his sole and separate obligation, and shall  
6  
7 indemnify and hold CRISTINA harmless from the following obligations:

8 8.1. All debts associated with assets awarded to CRAIG hereunder, except  
9  
10 as otherwise provided herein;

11 8.2. The debt and obligation associated with the 2014 Infinity QX80  
12  
13 awarded to CRISTINA;

14 8.3. CRAIG's American Express Credit Card debt in his name;

15 8.4. All credit card or other obligations in his sole name; and,

16  
17 8.5. Any obligations not specifically referenced herein incurred in CRAIG's  
18  
19 name alone and/or with any person or entity other than CRISTINA.

20 9. ***Payments to Cristina:*** The parties agree that CRISTINA shall receive an  
21  
22 equalization payment in the amount of Four Hundred Fifty Thousand Dollars  
23  
24 (\$450,000.00) that Craig shall pay to Cristina in cash on or before September 20, 2019. In  
25  
26 the event Craig fails to pay this lump sum to Cristina on or before September 20, 2019, the  
27  
28 net balance owed to her, 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

1 the Nevada Legal Interest rate starting September 21, 2019 and continuing until this  
2 obligation has been paid in full.  
3

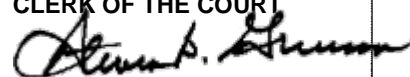
4 9.1. Craig shall pay Cristina the \$10,000 for June as and for the previously  
5 ordered temporary support, which **shall not** be credited towards the \$450,000 equalization  
6 payment addressed above. Cristina acknowledges that she has received \$3,300 from Craig  
7 already for June 2019 - \$2,500 in a check from Craig and \$800 withdrawn from the  
8 Mueller Hinds & Associates checking account on June 3, 2019. The remaining \$6,700  
9 owed to Cristina for June 2019, shall be deducted from the amount Craig is awarded from  
10 the savings account at Meadows Bank, leaving Craig \$59,371 from Meadows Bank.  
11  
12

13 9.2. Commencing on July 1, 2019, Craig has agreed to pay Cristina \$2,500  
14 per week, which **shall** be credited towards the \$450,000 equalization payment addressed  
15 above. Cristina acknowledges that she has received payments of \$2,500 for the weeks  
16 ending July 5<sup>th</sup>, July 12<sup>th</sup> and July 19<sup>th</sup> from Craig. Instead of paying these payments  
17 weekly, Craig will pre-pay the amount due for July 26, 2019 through September 20, 2019  
18 by paying Cristina \$22,500 from his \$59,371 from Meadows Bank, which then leaves  
19 Craig \$36,871 from Meadows Bank.  
20  
21  
22

23 9.3. Commencing on July 1, 2019, as reflected in the parties' Parenting  
24 Agreement, Craig shall also pay child support in the amount of \$2,330 per month. Cristina  
25 acknowledges that she has already received payment of July's child support from Craig.  
26  
27  
28

6

6



1 **Marquis Aurbach Coffing**  
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 4 Rachel S. Tygret, Esq.  
 5 Nevada Bar No. 14120  
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 11 rtygret@maclaw.com  
 12 Attorneys for Plaintiff

13 **DISTRICT COURT**  
 14 **FAMILY DIVISION**  
 15 **CLARK COUNTY, NEVADA**

16 CRISTINA HINDS,

17 Plaintiff,

Case No.: D-18-571065-D

Dept. No.: C

18 vs.

19 CRAIG A. MUELLER,

20 Defendant.

21 **JUDGMENT AGAINST DEFENDANT CRAIG A. MUELLER**

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

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

4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**


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

9  
10 **IT IS SO ORDERED** this 20 day of December, 2019.

11   
12 DISTRICT COURT JUDGE 

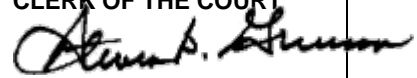
13 Respectfully Submitted By.

14  
15 MARQUIS AURBACH COFFING

16   
17 By \_\_\_\_\_  
18 Terry A. Coffing, Esq.  
19 Nevada Bar No. 4949  
20 Rachel S. Tygret, Esq.  
21 Nevada Bar No. 14120  
22 10001 Park Run Drive  
23 Las Vegas, Nevada 89145  
24 Attorney(s) for Plaintiff  
25  
26  
27  
28

7

7



**MOTION**  
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email@willicklawgroup.com  
Attorney for Plaintiff

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

CRISTINA HINDS,  
Plaintiff,

vs.

CRAIG A. MUELLER,  
Defendant.

CASE NO: D-18-571065-D  
DEPT. NO: C

DATE OF HEARING: N/A  
TIME OF HEARING: N/A

ORAL ARGUMENT Yes X No \_\_\_\_

**PLAINTIFF'S MOTION TO  
ENFORCE THE PARTIES STIPULATED DECREE OF DIVORCE  
AND STIPULATION AND ORDER RE: PARENTING AGREEMENT  
AND CHILD SUPPORT,  
FOR AN ORDER TO SHOW CAUSE,  
AND  
FOR ATTORNEY'S FEES AND COSTS**

**I. INTRODUCTION**

Defendant, Craig Mueller, fails and refuses to abide by orders in the *Stipulated Decree of Divorce*, and the *Stipulation and Order Re: Parenting Agreement and Child Support*. Modifications of custody and visitation are required; fees should be awarded.

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**POINTS AND AUTHORITIES**

**II. FACTS**

The parties were married for 14 years before they were divorced on July 29, 2019. They have two minor children, daughter E.M., age 13, and son W.M., age 12.

The parties were divorced on July 29, 2019, pursuant to the *Stipulated Decree of Divorce*, and the *Stipulation and Order re: Parenting Agreement and Child Support*, filed with the Court on July 29, 2019. Both documents were detailed. Both parties are lawyers, and both were represented by competent counsel.

At that time, the parties agreed to a “springing” joint physical custody schedule of William and Elizabeth – basically, if Craig did as he promised he would do, he could eventually work his way from limited visitation to a joint custody arrangement.

He didn’t. On February 26, 2020, a letter was sent pursuant to EDCR 5.501, to Craig’s counsel addressing all issues and the multitude of ways Craig was violating the terms of the stipulated orders.<sup>1</sup> We never received a response, nevertheless the requested “written confirmation that all of the deficiencies, ongoing violations, and omissions listed above have been rectified, will not be repeated, and have been corrected.”

**III. ARGUMENT**

**A. Craig is Routinely Violating the Stipulated Order Regarding the Children’s Sleeping Arrangements**

Without revisiting the whole history leading to the concerns and then the stipulation addressing them, the parties’ Stipulation and Order Re: Parenting Agreement and Child Support has *very* specific provisions regarding Craig’s obligations as to the children’s sleeping arrangements while with him: they were to stay *only* at Craig’s

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<sup>1</sup> See Exhibit 1.

1 mother's home,<sup>2</sup> where they would have their own beds and a safe environment. The  
2 stipulated order is explicit that Craig shall **only** continue to have the physical custody  
3 of the children provided in the order "provided that he and the children are staying at  
4 his mother's home."

5 Craig has routinely and continuously had them sleep elsewhere, with the 13-year-  
6 old daughter sharing a bed with her father while her 12-year-old brother sleeps on the  
7 floor, or with the children sharing a bed. Our 5.501 letter noted that **all** of those  
8 locations and variations were inappropriate (and in violation of the stipulated orders).

9 Craig ignored the notice and warning. On March, 13, 2020, during Craig's  
10 weekend visitation, her daughter's phone locator indicated she again spent the night at  
11 824 Riverdawn Place, Las Vegas, Nevada 89138. This is believed to not be the only  
12 further violation since our ignored 5.501 letter.

13 In short, Craig has not complied and will not comply with his obligations as set  
14 out in "Phase One" of the custodial order, and has abandoned his efforts to progress  
15 toward joint custody, or retain the limited custodial rights he was provided.

16 Given Craig's choices, his ability to keep the children for overnight visitation  
17 should be suspended, effective immediately. A daytime only visitation schedule should  
18 be implemented. Further restrictions, based on Craig's prolific violations of the  
19 stipulated behavioral order (partially documented in our 5.501 letter) should be  
20 explicitly considered; if Craig does not give adequate assurances of non-repetition, his  
21 access to the children should be reduced to the degree necessary.

22  
23 **B. Craig Has Not Reimbursed Cristina for Medical Expenses Pursuant**  
24 **to 30/30 Rule as Outlined in Their Stipulated Decree of Divorce**

25 Craig has failed to reimburse Cristina for the children's medical expenses  
26 beginning back in March, 2019. He has made one payment of \$1,314.07, but still owes  
27

28  

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29 <sup>2</sup> 2332 Hazel Valley Court, Henderson, NV 89044.

1 \$1,485.56, despite Cristina providing receipts and to Craig via facsimile.<sup>3</sup> All bills  
2 were sent to Craig with a request for reimbursement; he has ignored all such  
3 communications.

4 All such sums should be reduced to judgment, with a specific short pay-by date  
5 as he is already in violation of the existing 30/30 rule order, and with reduction to  
6 judgment of all sums in case he continues to ignore the obligation.

7  
8 **C. Craig Has Not Paid for Tuition to Bishop Gorman Where Elizabeth**  
9 **Has Chosen to Attend for High School**

10 Craig agreed and has been ordered to pay the children's private school expenses.  
11 He has apparently failed to respond to any of Cristina's requests relating to where the  
12 children will go to school next year. In fact, despite repeated reminders sent to his  
13 counsel, Craig still refuses to even sign up for Our Family Wizard as a means to  
14 *discuss* these issues (which is itself a separate violation of the parties' stipulated child  
15 agreements).

16 The deadlines to sign up and provide payment authorizations for school is March  
17 5, 2020. Elizabeth and William currently attend Henderson International. William  
18 wishes to continue to attend Henderson International. However, Elizabeth will be in the  
19 9th grade, and Henderson International only goes to the 8th grade, so it is necessary  
20 that she change schools. Elizabeth wants to attend Bishop Gorman High School. She  
21 has applied and been accepted.

22 Payment should be required immediately, in accordance with the existing  
23 stipulated orders, and reduced to judgment in case refusal to pay continues.

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<sup>3</sup> See Exhibit 2.

1       **D.     Boy Scouts**

2       Craig has consistently dropped William and the other scouts off at scouting  
3 activities, despite Craig being the scout leader. We are advised that the applicable  
4 rules of scouting state that scouts may *not* be left unattended at activities, and in the  
5 current climate of the Scouts organization filing for bankruptcy as a result of multiple  
6 lawsuits related to sex abuse and other failures of adequate supervision and care, that  
7 rule seems unlikely to be relaxed any time soon.

8       As with everything else, Craig has ignored the notice, and is apparently still  
9 dropping William off unattended. Unless Craig responds to this filing by claiming that  
10 he has not and will not drop William off unattended, his ability to supervise William's  
11 scouting activities should be suspended.

12  
13       **E.     Craig Failed to Notify Cristina of Travel Arrangements with the**  
14       **Parties' Children**

15       The parties' *Stipulation and Order re: Parenting Agreement and Child Support*  
16 filed July 29, 2019, ordered the parties to do the following at page 4, lines 1-7:

17       Each party shall provide the other party with a travel itinerary (including  
18 trip dates, planned destination by address, and an estimated date and time  
19 of arrival back at the CHILDREN's place of residence) prior to traveling  
20 with the CHILDREN, and telephone numbers at which the CHILDREN  
21 can be reached, whenever the CHILDREN will be away from the party's  
22 home overnight. The party traveling with the CHILDREN shall provide  
23 the itinerary to the other party when the travel plans are made, but no later  
24 than fourteen (14) days prior to travel. The parties acknowledge,  
25 however, that either party may make last minute travel plans for short  
26 vacations that do not interfere with the other party's custodial or  
27 designated vacation time, and for such vacations during their own  
28 custodial time, a parent must provide an itinerary at the time the travel  
arrangements are made, or within (12) hours of travel, whichever is  
earlier.

29       Craig failed to timely comply with notifying Cristina he wanted to take the kids  
30 out of town for Christmas, 2019. Despite that, Cristina allowed the children to travel  
31 to Florida to visit Craig's family but was very clear that the children were not to stay  
32 on Craig's boat, because of several safety concerns.

1 The Coast Guard refused to certify the boat to be rented or leased because it  
2 contains wood and is deemed a fire hazard and therefore unsafe. Further, Craig's  
3 stateroom is on the other side of the 80 foot yacht from where he has the children stay,  
4 with a separate stairway; if a fire should occur, Craig would be able to escape, but the  
5 children would not.

6 For purposes of this motion, Craig's violation of the notice provision is most  
7 notable, but his disregard for the children's safety (and ignoring of Cristina's request)  
8 should be considered by the Court in its fashioning of further custody and visitation  
9 orders.

10  
11 **F. Craig Should Be Ordered to Show Cause Why He Should Not Be**  
12 **Held in Contempt and Sanctioned Accordingly for His Violations of**  
13 **the *Stipulation and Order Re: Parenting Agreement and Child Support***

14 NRS 22.010 provides in pertinent part:

15 The following acts or omissions shall be deemed contempts:

- 16 1. Disorderly, contemptuous or insolent behavior toward the judge  
17 while the judge is holding court, or engaged in judicial duties at  
18 chambers, or toward masters or arbitrators while sitting on a reference  
19 or arbitration, or other judicial proceeding.  
20 2. A breach of the peace, boisterous conduct or violent disturbance in  
21 the presence of the court, or in its immediate vicinity, tending to  
22 interrupt the due course of the trial or other judicial proceeding.  
23 3. Disobedience or resistance to any lawful writ, order, rule or process  
24 issued by the court or judge at chambers.

25 Further, NRS 22.100 dictates the penalties for contempt, as follows:

- 26 1. Upon the answer and evidence taken, the court or judge or jury, as  
27 the case may be, shall determine whether the person proceeded against  
28 is guilty of the contempt charged.  
29 2. Except as otherwise provided in NRS 22.110, if a person is found  
30 guilty of contempt, a fine may be imposed on him not exceeding \$500  
31 or he may be imprisoned not exceeding 25 days, or both.  
32 3. In addition to the penalties provided in subsection 2, if a person is  
33 found guilty of contempt pursuant to subsection 3 of NRS 22.010, the  
34 court may require the person pay to the party seeking to enforce the

1 writ, order, rule or process the reasonable expenses, including, without  
2 limitation, attorneys fees, incurred by the party as a result of the  
contempt.

3 The unambiguous *Stipulation and Order re: Parenting Agreement and Child*  
4 *Support* filed July 29, 2019, ordered Craig to do the following at page 6, lines 6-16:

5 Dad is currently residing in a studio apartment. As long as Dad continues  
6 to reside in the studio apartment, Mom shall have Primary Physical  
7 Custody of the two minor children, to wit: William and Elizabeth, subject  
8 to Dad's visitation. Until such time that Dad relocates to a new home near  
9 where Cristina's home, which is located at 3 Starbrook Drive, Las Vegas,  
10 Nevada 89052, near the children's school, and out of his studio apartment,  
Dad shall have the children in his care every other weekend commencing  
July 19, 2019, from Friday at 5:00 p.m., or after school until Sunday at  
5:00 p.m. Dad shall only have the children in his care provided that he  
and the children are staying at his mother's home located at 2332 Hazel.  
Valley Court, Henderson, Nevada 89044.

11 The clear and unambiguous behavioral order is so labeled and set out starting at  
12 page 9 of the stipulated order, explicitly prohibiting (at lines 17-18) name-calling or  
13 foul language, prohibiting disparagement (at line 22), prohibiting talking to the children  
14 about the case (at page 12, lines 3-8), and requiring use of Our Family Wizard  
15 ("OFW") for communications related to the children (at page 9, line 15).

16 Payment under the 30/30 rule is explicitly required by the stipulated order at  
17 page 16, lines 1-18. Craig's explicit promise and obligation to pay for private  
18 schooling is at page 15, lines 3-7.

19 Craig's repeated rants to the children, including telling the children that their  
20 mother is "a liar and a thief," refusal to sign up for OFW, refusal to pay for medical  
21 expenses, refusal to pay for schooling, his insistence on harassing communications  
22 outside of OFW, and his directly addressing Cristina and others as "dirty lying fucking  
23 cunts" violated each of those provisions, and are further acts of contempt of the  
24 stipulated order.<sup>4</sup>

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<sup>4</sup> See, e.g., Exhibit 3 (text messages from Craig).

1       **G.     Cristina Should Receive an Award of her Attorney’s Fees and Costs**

2       The fees requested are reasonable pursuant to NRS 18.010(b) and NRS  
3 125.105(3). With specific reference to Family Law matters, the Supreme Court has  
4 recently re-adopted “well-known basic elements,” which in addition to hourly time  
5 schedules kept by the attorney, are to be considered in determining the reasonable value  
6 of an attorney’s services qualities, commonly referred to as the *Brunzell* factors:<sup>5</sup>

7               1.     *The Qualities of the Advocate:* his ability, his training,  
8               education, experience, professional standing and skill.

9               2.     *The Character of the Work to Be Done:* its difficulty, its intricacy, its  
10              importance, time and skill required, the responsibility imposed and the  
11              prominence and character of the parties where they affect the importance of  
12              the litigation.

13             3.     *The Work Actually Performed by the Lawyer:* the skill, time and  
14              attention given to the work.

15             4.     *The Result:* whether the attorney was successful and what benefits  
16              were derived.

17       Each of these factors should be given consideration, and no one element should  
18 predominate or be given undue weight.<sup>6</sup> Additional guidance is provided by reviewing  
19 the “attorney’s fees” cases most often cited in Family Law.<sup>7</sup>

20       The *Brunzell* factors require counsel to rather immodestly make a representation  
21 as to the “qualities of the advocate,” the character and difficulty of the work performed,  
22 and the work *actually* performed by the attorney.

23       The supervising counsel is A/V rated, a peer-reviewed and certified (and re-  
24 certified) Fellow of the American Academy of Matrimonial Lawyers, and a Certified

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25               <sup>5</sup> *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

26               <sup>6</sup> *Miller v. Wilfong*, 121 Nev. 119, P.3d 727 (2005).

27               <sup>7</sup> Discretionary Awards: Awards of fees are neither automatic nor compulsory, but within the  
28 sound discretion of the Court, and evidence must support the request. *Fletcher v. Fletcher*, 89 Nev.  
540, 516 P.2d 103 (1973), *Levy v. Levy*, 96 Nev. 902, 620 P.2d 860 (1980), *Hybarger v. Hybarger*,  
103 Nev. 255, 737 P.2d 889 (1987).

1 Specialist in Family Law.<sup>8</sup> Lorien K. Cole, who assisted with drafting this *Motion*,  
2 worked under counsel's direction and is a Certified Specialist in Family Law.

3 The fees charged by paralegal staff are reasonable, and compensable, as well.  
4 The tasks performed by staff in this case were precisely those that were "some of the  
5 work that the attorney would have to do anyway [performed] at substantially less cost  
6 per hour."<sup>9</sup> As the Court reasoned, "the use of paralegals and other nonattorney staff  
7 reduces litigation costs, so long as they are billed at a lower rate," so "reasonable  
8 attorney's fees' . . . includes charges for persons such as paralegals and law clerks."

9 Mallory Yeargan, paralegal with the WILICK LAW GROUP, was primarily the  
10 paralegal on this case. She has been a paralegal for a total of sixteen years, assisting  
11 attorneys in several aspects of law.

12 As to the "character and quality of the work performed," we believe this *Motion*  
13 is adequate, both factually and legally; we have diligently reviewed the applicable law,  
14 explored the relevant facts, and believe that we have properly applied one to the other.

15 The work actually performed will be provided to the Court by way of a  
16 *Memorandum of Fees and Costs* (redacted as to confidential information), consistent  
17 with the requirements under *Love*.<sup>10</sup>

#### 19 IV. CONCLUSION

20 Based on the above, Cristina respectfully requests the Court to issue the  
21 following orders:

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25 <sup>8</sup> Per direct enactment of the Board of Governors of the Nevada State Bar, and independently  
26 by the National Board of Trial Advocacy. Mr. Willick was privileged (and tasked) by the Bar to write  
the examination that other would-be Nevada Family Law Specialists must pass to attain that status.

27 <sup>9</sup> *LVMPD v. Yeghiazarian*, 129 Nev. 760, 312 P.3d 503 (2013), citing to *Missouri v. Jenkins*,  
491 U.S. 274, 295-98 (1989).

28

<sup>10</sup> *Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1998).

1. Enforce the terms of the *Stipulation and Order Re: Parenting Agreement and Child Support* against Craig in favor of Cristina, modifying Craig's custodial time to daytime only and further restricting it as necessary to obtain compliance with the behavioral order, Scouting rules, and other matters addressed specifically above.
2. Require immediate payment of the medical reimbursement arrears, the Bishop Gorman schooling costs, and all other sums required for payment by Craig but remaining unpaid as of the hearing of this *Motion*. Reduce all such sums to judgment anyway, in the event Craig does not pay by the ordered date, so collections may be had without further court proceedings.
3. Issue an *Order to Show Cause* ordering Craig to show cause why he should not be held in contempt for failing to comply with the terms of the *Decree of Divorce*.
4. Order Craig to pay 100% of the fees incurred by Cristina to obtain compliance with the terms of the stipulated order detailed above.
5. For such other and further relief this Court deems just and appropriate.

**DATED** this 27th day of March, 2020.

Respectfully submitted by:

WILLYCK LAW GROUP

/s/ Marshal S. Willick. Esq.

MARSHAL S. WILLYCK, ESQ.  
Nevada Bar No. 2515  
LORIEN K. COLE, ESQ.  
Nevada Bar No. 11912  
3591 E. Bonanza Road, Suite 200  
Las Vegas, Nevada 89110-2101  
(702) 438-4100  
Attorney for Plaintiff

## DECLARATION OF CRISTINA HINDS

1. I, Cristina Hinds, declare that I am competent to testify to the facts contained in the preceding filing.

2. I am the Plaintiff in the above captioned case.

3. I have read the preceding filing, and it is true to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true. The factual averments contained in the preceding filing are incorporated herein as if set forth in full.

4. According to our Agreement, Craig is to have the children in his care provided that they stay at his mother's home located at 2332 Hazel Valley Court, Henderson, NV 89044.

5. For over a month, Craig has been having the kids stay the night at various places which includes his studio apartment where our son sleeps in the sleeping bag on the floor, and Craig shares a bed with our daughter.

6. My daughter's Iphone notified me that she was present at 824 Riverlawn Place, Las Vegas, NV, during Craig's weekend visitation. My daughter also verbally verified that she and her brother stayed both nights at this location and that she and her brother shared a bed.

7. Craig has failed to reimburse me for the children's medical expenses, beginning back in March, 2019. He made one payment of \$1,314.07, on November 19, 2019, but still owes \$1,485.56.

8. I have continued to provide receipts and request for reimbursement to Craig via facsimile, but he has ignored them.

9. Craig has failed to respond to any of my requests for where the children will go to school next year.

10. The court order is that Craig is to agree in writing where they attend school and shall pay 100% of any and all cost for our children to attend private school. The

1 deadlines to sign up and provide payment authorizations for school was March  
2 5, 2020.

3 11. Both children currently attend Henderson International. Our son wishes to  
4 continue to attend Henderson International. However, our daughter will be in  
5 the 9th grade, so it is necessary that she change schools. She wants to attend  
6 Bishop Gorman High School; she has applied and been accepted.

7 12. Additionally, while our son is in Craig's care, he drops him and the other scouts  
8 off at scouting activities. Craig is the scout master, and I have repeatedly told  
9 him that the former scout master explained to me that the scouts cannot be left  
10 unattended at activities. Craig continues to leave them unattended.

11 13. Craig failed give me proper notice he wanted to take the kids out of town for  
12 Christmas. Despite that, I let the children go to Florida to visit Craig's family but  
13 told him that the kids could not to stay on his boat for safety reasons.

14 14. I am concerned for the safety of the kids staying on the boat. It is not certified  
15 and has been deemed a fire hazard; if fire occurred on the boat, Craig would be  
16 able to escape but the kids would not.

17 15. Craig has told the kids that I am a liar and a thief. He has refused to sign up for  
18 Our Family Wizard for communication, or communicate rationally or acceptably  
19 regarding the children or anything else.

20 \*\*\*\*\*

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1 16. I have had to block his calls and messages sent outside of OFW because he has  
2 sent me texts calling me and my mother “dirty lying fucking cunts”.

3  
4 **I declare under penalty of perjury under the laws of the State of**  
5 **Nevada (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is true and**  
6 **correct.**

7 **EXECUTED** this 27th day of March, 2020.

8 /s/ Cristina Hinds

9 CRISTINA HINDS

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## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILLICK LAW GROUP and that on this 27th day of March, 2020, I caused the documents entitled document 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.
- [ ] Pursuant to NRCP 5(b)(2)(D), by email by duly executed consent for service by electronic means.
- [ ] By hand delivery with signed Receipt of Copy.
- [ ] By First Class, Certified U.S. Mail.
- [ ] By placing same to be deposited for mailing in the United States Mail, Certified, Return Receipt Requested, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

To the address, email address, and/or facsimile number indicated below:

Michael J. McAvoy-Amaya, Esq.  
4539 Paseo Del Ray  
Las Vegas, NV 89121  
[mmcavoyamayalaw@gmail.com](mailto:mmcavoyamayalaw@gmail.com)

/s/ Mallory Yeargan

An Employee of the WILLICK LAW GROUP

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DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

CRISTINA HINDS,

Plaintiff/Petitioner

-v.-

CRAIG A. MUELLER,

Defendant/Respondent

Case No. D-18-571065-DDepartment C

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

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

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

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

-Or-

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

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

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

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

—.

☐ Other Excluded Motion (must specify) \_\_\_\_\_.

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

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

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

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

-Or-

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

-Or-

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

**Step 3.** Add the filing fees from Step 1 and Step 2.

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

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

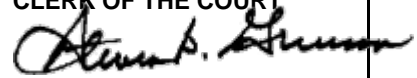
Party filing Motion/Opposition: Willick Law Group Date: 3/27/20  
/s/ Mallory Yeargan

Signature of Party or Preparer: \_\_\_\_\_

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**EXBTS**  
WILICK LAW GROUP  
MARSHAL S. WILICK, ESQ.  
Nevada Bar No. 2515  
3591 E. Bonanza Road, Suite 200  
Las Vegas, NV 89110-2101  
Phone (702) 438-4100; Fax (702) 438-5311  
email@willicklawgroup.com  
Attorney for Plaintiff

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

CRISTINA HINDS,  
Plaintiff,

vs.

CRAIG A. MUELLER,  
Defendant.

CASE NO: D-18-571065-D  
DEPT. NO: C

DATE OF HEARING:  
TIME OF HEARING:

**EXHIBITS TO  
PLAINTIFF'S MOTION TO  
ENFORCE THE PARTIES' STIPULATED DECREE OF DIVORCE  
AND STIPULATION AND ORDER RE: PARENTING AGREEMENT  
AND CHILD SUPPORT,  
FOR AN ORDER TO SHOW CAUSE,  
AND  
FOR ATTORNEY'S FEES AND COSTS**

Plaintiff, Cristina Hinds, by and through her attorneys, the WILICK LAW GROUP, submits the attached documents as Exhibits to *Plaintiff's Motion to Enforce the Parties' Stipulated Decree of Divorce and Stipulation and Order Re: Parenting Agreement and Child Support; for an Order to Show Cause, and for Attorney's Fees and Costs*, filed , 2020.

1 Exhibit 1. Letter from the Willick Law Group to Michael Mcavoyamaya,  
2 Esq., dated February 26, 2020.

3 Bates Nos. CH000230-CH000233

4 Exhibit 2. Medical Bills and Reimbursement Requests from Cristina Hinds  
5 to Craig Mueller.

6 Bates Nos. CH000234-CH000276

7 Exhibit 3. Text Messages between Cristina Hinds and Craig Mueller; Text  
8 Messages between Craig Mueller and Cristina's Mother, Patricia.

9 Bates Nos. CH000277-CH000282

10  
11 **DATED** this 27th day of March, 2020.

12  
13 Respectfully Submitted By:  
14 WILICK LAW GROUP

15 /s/ Marshal S. Willick, Esq.

16 MARSHAL S. WILICK, ESQ.  
17 Nevada Bar No. 2515  
18 3591 East Bonanza Road, Suite 200  
19 Las Vegas, Nevada 89110-2101  
20 (702) 438-4100  
21 Attorney for Plaintiff  
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## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Willick Law Group and that on this 27th day of March, 2020, I caused the above and foregoing document entitled to be served as follows:

- ☒ 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.
- ☐ by First Class, Certified U.S. Mail.

To the persons listed below at the address, email address, and/or facsimile number indicated:

Michael J. McAvoy-Amaya, Esq.  
4539 Paseo Del Ray  
Las Vegas, NV 89121  
mmcavoyamayalaw@gmail.com

/s/ Marshal S. Willick, Esq.

An Employee of the Willick Law Group

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**EXHIBIT “1”**

**EXHIBIT “1”**

**EXHIBIT “1”**

# WILICK LAW GROUP

A DOMESTIC RELATIONS & FAMILY LAW FIRM  
3591 EAST BONANZA ROAD, SUITE 200  
LAS VEGAS, NV 89110-2101  
PHONE (702) 438-4100 • FAX (702) 438-5311  
WWW.WILICKLAWGROUP.COM

## ATTORNEYS

MARSHALLS. WILICK \*†‡❖❖  
TREVOR M. CREEL  
LORIE K. COLE

\* ALSO ADMITTED IN CALIFORNIA (INACTIVE)  
† FELLOW, AMERICAN ACADEMY OF MATRIMONIAL LAWYERS  
‡ FELLOW, INTERNATIONAL ACADEMY OF FAMILY LAWYERS  
❖ NEVADA BOARD CERTIFIED FAMILY LAW SPECIALIST  
❖ BOARD CERTIFIED FAMILY LAW TRIAL ADVOCATE  
BY THE NATIONAL BOARD OF TRIAL ADVOCACY



## LEGAL ASSISTANTS

DEISY MARTINEZ-VIERA  
MARY STEELE  
BRENDA GRAGEOLA  
JUSTIN K. JOHNSON  
VICTORIA JAVIEL  
MALLORY YEARGAN  
KRISTINA M. MARCUS  
EILEEN C. TORTUGA

## FIRM ADMINISTRATOR

FAITH FISH

## E-MAIL ADDRESSES:

[FIRST NAME OF INTENDED RECIPIENT]@WILICKLAWGROUP.COM

February 26, 2020

Michael J. McAvoy-Amaya, Esq.  
4539 Paseo del Ray Dr.  
Las Vegas, NV 89121

**Re:** *Hinds v. Mueller*, Case No. D-18-571065-D  
By email only to mmcavoyamayalaw@gmail.com

Dear Mr. McAvoy-Amaya:

I presume that you noted our substitution into the case. There are a number of issues in play which, if attended to appropriately, could lessen the scope of the current litigation, which otherwise looks likely to mushroom on several fronts.

### I. CHILD ISSUES

1. According to the Agreement (at 6), during "Phase One" Craig is only to have the children in his care provided that they stay at his mother's home located at 2332 Hazel Valley Court, Henderson, NV 89044. We are informed that he is not abiding by the Agreement; specifically, that for over a month, Craig has been having the kids stay the night at various places which include his studio apartment where William sleeps in the sleeping bag on the floor and Craig shares a bed with Elizabeth, and at other times has the 12-year-old son and 13-year-old daughter share a bed – *all* of which are inappropriate.

If there is a single additional instance of *any* of those things – staying at such places, having kids sleeping on the floor, Craig or William sleeping in the same bed with Elizabeth – we will immediately move to suspend his visitation indefinitely. Already it seems that "Dad [can't] complete all three phases" so unless every aspect addressed here is immediately and

permanently rectified, we will consider that he has abandoned any intention of ever moving to joint physical custody, and will ask the Court to so find.

2. Additionally, we are informed that while William is in his care, Craig drops him and the other scouts off at scouting activities. Apparently, Craig is the scout master. We are advised that the applicable rules of scouting state that scouts may not be left unattended at activities, and in the current climate of the scouts filing for bk as a result of multiple lawsuits related to sex abuse and other failures of adequate supervision and care, that seems unlikely to be relaxed any time soon.

If that happens again, we will ask the Court to relieve Craig of his ability to supervise William for scouting activities; he may have to join a different group.

3. The parties have an extremely detailed and thorough Behavioral Order in their stipulated and ordered Parenting Plan. We are informed of numerous behavioral issues, including Craig telling the children that their mother is “a liar and a thief” in direct violation of the terms of that order (at 9), Craig’s refusal to sign up on Our Family Wizard (“OFW”) despite the explicit agreement and order to do so (at 9), his insistence on harassing communications in violation of *that* direct prohibition (at 10) and his directly addressing Cristina and others as “dirty lying fucking cunts,” similarly in violation of the Behavioral Order (at 9).

If there is a single further violation of any aspect of the Behavioral Order, we will ask for Craig’s contact with the children to be limited to whatever extent is required to prevent them from being exposed to the behavior, up to and including a cessation of contact.

4. Craig has agreed and been ordered to pay the children’s private school expenses (at 15). He has apparently failed to respond to any of Cristina’s requests relating to where the children will go to school next year.

The deadlines to sign up and provide payment authorizations for school is March 5, 2020. Elizabeth and William currently attend Henderson International. William wishes to continue to attend Henderson International. However, Elizabeth will be in the 9th grade, and Henderson International only goes to the 8th grade, so it is necessary that she change schools. Elizabeth wants to attend Bishop Gorman High School. She has applied and been accepted.

Please confirm that all required payments have been made to the schools in advance of March 5.

Additionally, Elizabeth was diagnosed with dyslexia approximately 6 years ago. She receives special accommodations from her current school (per federal law) and has dedicated

learning coordinator, Ms. Deena Wilder. We – and he – have been informed that Ms. Wilder feels it is critical and essential that Elizabeth undergoes an evaluation prior to high school. Any high school, including Gorman, where Elizabeth wants to attend, requires a current evaluation.

Time is of the essence. Elizabeth is unlikely to be successful in high school without a proper learning plan and some sort of accommodations.

Cristina reports that she found a testing center called the Evidence Based Practice, made appointments for the intake and subsequent testing, and invited Craig to all events prior to their occurrence via google calendar (because, in violation of the Parenting Plan, he has not signed up for OFW). He never responded.

The parent intake was this Monday, February 24, 2020 at 9 am. Cristina paid the non-refundable amount of \$1,800. Craig failed to appear. The first testing was scheduled for Tuesday February 25, 2020 at 9 a.m, but the Practice would not proceed with testing because they did not have Craig's consent. I am informed that they called his office and cell phone and emailed him the forms at 2 different emails, but never received any response.

This is unacceptable, and presents a stark 3-way choice. First, Craig can – *this week* – contact the Practice at (702) 508-9181 and give them his consent for testing.

Alternatively, he can inform Cristina *this week* of his intent to immediately find a new center, pay for the testing, and take the child for testing. The reason for the short time demand is that once the Bishop Gorman Learning Center is at capacity, they cannot accept any additional students, and it takes the Practice 6-8 weeks to prepare and present their results.

The third alternative is that he does neither of those things this week, and we file a motion next week to immediately have full legal custody vest in Cristina given his failure to co-parent, communicate, comply with his obligations, and adequately look out for his children's education and welfare. It is his choice which way this goes.

5. Craig has now already failed to timely comply with giving notice of an intention to travel with the children, again in direct violation of the stipulated and ordered Parenting Plan. If that is ever repeated, we will move to have his ability to travel with the children removed.

We would appreciate written confirmation that all of the deficiencies, ongoing violations, and omissions listed above have been rectified, will not be repeated, and have been corrected. We will

Michael J. McAvoy-Amaya, Esq.  
February 26, 2020  
Page 4

take no response as refusal, and proceed accordingly in the timelines listed above; all these communications are pursuant to EDCR 5.501.

## II. MONEY ISSUES

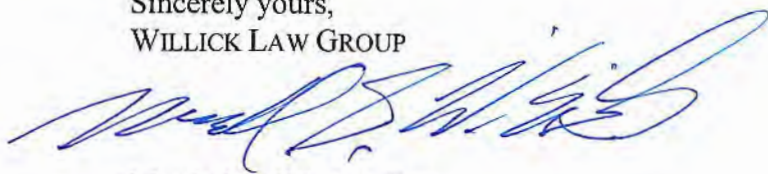
1. We are informed that there is \$30,000 missing from the trust account; specifically, the general ledger apparently recites that \$110,000 was in the account for a specific client of Cristina's and the check she wrote took only \$80,000 of it.

If the additional trust funds are not turned over, I will suggest to Cristina that she file a complaint with the State Bar.

2. The parties stipulated to have Craig pay 100% of various medical costs (at 15), and 50% of others (at 16), and to reimburse Cristina for the vision and dental policy. Craig has apparently refused to pay anything for any expenses, going back to July, 2019. If payment of all of it is not made by March 5, our filings will include a request for a specific contempt order on that count.

These parties would both be better off, monetarily and otherwise, if the pending litigation does not balloon into all of these other issues. That choice is in Craig's hands. I look forward to receiving a response to all points prior to March 5. Thanks.

Sincerely yours,  
WILICK LAW GROUP



Marshal S. Willick, Esq.

cc: Cristina Hinds, Esq.

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**EXHIBIT “2”**

**EXHIBIT “2”**

**EXHIBIT “2”**

Medical Bills Reimbursement Request

DATE	Provider	Payment	Craig's Portion	Balance
3/25/19	Urgent Care	\$40.00	20.00	20.00
5/10/19	My Kids Doctor	\$13.82	6.91	26.91
5/16/19	Jonathan Still, MD	\$395.00	197.50	224.41
5/28/19	MD Neurology	\$80.00	40.00	264.41
6/7/19	MD Neurology	\$60.00	30.00	294.41
7/29/19	Chenin Ortho	\$599.00	299.50	593.91
8/13/19	Chenin Ortho	\$154.00	77.00	670.91
8/23/19	Sierra Health Refund	\$73.49	36.75	707.66
9/9/19	My Kids Doctor	\$35.00	17.50	725.16
9/13/19	Chenin Ortho	\$154.00	77.00	802.16
10/2/19	MD Neurology	\$270.00	135.00	937.16
10/3/19	Advance Pysch	\$195.00	97.50	1,034.66
10/9/19	Irwan Goh, DDS	\$50.00	25.00	1,059.66
10/15/19	Chenin Ortho	\$154.00	77.00	1,136.66
10/17/19	My Kids Doctor	\$35.00	17.50	1,154.16
10/19/19	Walgreens	\$9.20	4.60	1,158.76
10/29/19	Advance Pysch	\$150.00	75.00	1,233.76
11/13/19	Advanced Psych.	\$150.00	75.00	1,308.76
11/13/19	Chenin Ortho	\$154.00	77.00	1,385.76
11/19/19	Craig's Payment		-1314.07	71.69
11/27/19	My Kids Doctor	\$31.88	15.94	87.63
11/27/19	Quest Diagnostics	\$35.00	17.50	105.13
12/6/19	Advance Pysch	\$160.00	80.00	185.13
12/13/19	Chenin Ortho	\$154.00	77.00	262.13
12/17/19	Irwan Goh, DDS	\$33.00	16.50	278.63
12/17/19	Craig's Payment		-\$188.44	90.19
12/23/19	My Kids Doctor	\$55.02	27.51	117.70
1/8/20	Steinberg Diagnostic	\$1,000.00	500.00	617.70
1/14/20	Advanced Pysch	\$140.00	70.00	687.70
1/14/20	Chenin Ortho	\$154.00	77.00	764.70
1/31/20	Wellish Vision	\$82.18	41.09	805.79
2/13/20	Chenin Ortho	\$154.00	77.00	882.79
2/24/20	The EBP	\$1,800.00	900.00	1,782.79
2/25/20	Optic Gallery	\$222.20	111.10	1,893.89
2/28/20	Southwest Medical	\$50.00	25.00	1,918.89
2/28/20	Craig's Payment		-587.95	1,330.94
10/16/19 to 3/1/20	Anthem Dental (\$44.30/month)	\$265.80	132.90	1,463.84
10/16/19 to 3/1/20	Anthem Vision (\$7.24/month)	\$43.44	21.72	1,485.56

Cristina A. Hinds, Esq.  
600 S. 8th St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law  
Las Vegas**

# Fax

To: Andy From: **Cristina A. Hinds, Esq.**  
Fax: Pages: 2 including cover  
Phone: Date 11/26/2000  
Re: reimbursement cc:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

request reimbursement  
for Southwest Medical  
for \$25,000 for your 1/2

**WARNING:** Unless otherwise noted herein, this transmission is a privileged, protected and confidential communication between the individual or entity to which it is addressed. All information contained herein is intended for the individual or entity named above or their agent or employee ONLY. Dissemination, distribution or copying of this transmission by anyone else is prohibited by law. If you have received this transmission in error, please immediately notify us by telephone and return the original to us at our expense.

702-877-5153  
SMA SIENNA HEIGHTS  
2845 SIENNA HEIGHTS  
HENRIKSON, NV 89052  
702-877-5153

Form ID: 001 Ref: 010

## Sale

XXXXXXXXXXXX7001

AMEX Entry Method: Chip

02/28/20 11:17:20

Inv #: 000018 Appr Code: 840396

Batch#: 059002

Total: \$ 50.00

AMERICAN EXPRESS  
REF: 0000000025013801  
ID: 1000  
IDR: 0000000000

Customer Care  
THANK YOU!

SOUTHWEST MEDICAL ASSOCIATES  
P.O. BOX 13402 LAS VEGAS, NV 89114-8402  
MAIN NUMBER: 702-877-8600  
APPOINTMENT SCHEDULING: 702-877-5159  
FOR BILLING INQUIRIES ONLY: 702-877-5153

## RECEIPT

PATIENT ID: 3591985

GUARANTOR: HINDS, CRISTINA A

SPECIALTY: URGENT CARE

PROVIDER: URGENT CARE SN2 MD

### DESCRIPTION

### CHARGES

#### NEXT SCHEDULED APPOINTMENT

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MONTH DAY YEAR

\_\_\_\_ AM/PM  
TIME

All laboratory tests will be performed and billed by the contracted laboratory.

This receipt may not reflect total charges due to unprocessed fees.

#### TODAY'S CHARGES

TODAY'S PAYMENT \$ 50.00

ADJUSTMENT \$ 0.00

AMOUNT DUE \$ -50.00

TOTAL PAYMENT \$ 50.00

COMMENT AMEX

Visit us online at [www.smalv.com](http://www.smalv.com) and select MY SMA HEALTH ONLINE

## TRANSACTION REPORT

FEB/28/2020/FRI 02:23 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	FEB/28	02:22PM	7029401235	0:00:44	2	MEMORY OK	G3 2185

Cristina A. Hinds, Esq.  
 600 S. 8th St.  
 Las Vegas, NV 89101  
 702-940-1234  
 702-940-1236 Fax

**Hinds Injury Law  
 Las Vegas**

# Fax

To: Craig From: Cristina A. Hinds, Esq.  
 Fax: Pages: 2 including cover page  
 Phone: Date 2/26/2020  
 Re: reimbursement cc:  
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

request reimbursement  
 for Southwest Medical  
 for \$25.00 for your 1/2

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Cristina A. Hinds, Esq.  
600 S. 8<sup>th</sup> St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law**  
**Las Vegas**

# Fax

To: Craig From: Cristina A. Hinds, Esq.  
Fax: Pages: 2 including cover page  
Phone: Date 2/27/2010  
Re: reimbursement cc:  
☐ Urgent ☐ For Review ☐ Please request ☐ Please ☐ Please  
Comment Reply Recycle

Comments:

~~\$\$\$00~~  
\$111.10 is your 1/2  
for optic gallery

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OPTIC GALLERY STEPHANIE  
543 N STEPHANIE ST #110  
HENDERSON, NV 89044  
(702) 888-1079

(702) 888-1079

014

**SALE**

MID: 5037 Store: 7577 Term: 6418  
REF#: 00000014  
Batch #: 014 RRN: 005701402353  
02/25/20 17:11:27  
Trans ID: 300057042877950  
APPR CODE: 091127  
VISA  
2633

Elizabeth H  
Joseph

Date of Service: 02/25/2020

Elizabeth H Mueller  
3 starbrook dr  
Henderson, NV 89052

**AMOUNT \$222.20**

APPROVED

Diagnosis	Description
H52.03	Hypermetropia, bilateral
H52.223	Regular astigmatism, bilateral

/ISA DEBIT  
ID: A0000000031010  
VR: 80 80 00 80 00  
ST: 68 00

THANK YOU  
ALL SALES FINAL

CUSTOMER COPY

Int-Sol V2750  
PARC V2750  
02/25/2020

Code	Description	Insurance	Amount	Insur	Patient
	New Patient, Comprehensive Visit	Eyemed	160.00	150.00	10.00
	Refraction	Eyemed	65.00	65.00	0.00
	Frame only	Eyemed	279.00	159.80	119.20
	Qnt 2: CR 39	Eyemed	69.00	69.00	0.00
	Qnt 2: Polycarbonate SV	Eyemed	40.00	40.00	0.00
	Qnt 2: Solid Tint	Eyemed	20.00	5.00	15.00
	Qnt 2: Premium ARC	Eyemed	149.00	81.00	68.00
	Patient - Credit Card [2633] VISA		-212.20	0.00	-212.20
Invoice Balance:			\$569.80	\$569.80	\$0.00

THANK YOU ALL SALES ARE FINAL

## TRANSACTION REPORT

FEB/27/2020/THU 10:16 AM

FAX(TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE	FILE
001	FRB/27	10:15AM	7029401235	0:00:42	2	MEMORY OK	G3 2176

Cristina A. Hinds, Esq.  
600 S. 8th St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law**  
**Las Vegas**

# Fax

To: Craig From: Cristina A. Hinds, Esq.  
Fax: Pages: 2 Including cover  
Phone: Date 2/27/2020  
Re: reimbursement cc:  
☐ Urgent ☐ For Review ☐ Please request ☐ Please ☐ Please  
Comment Reply Recycle

Comments:

~~11.00~~  
\$11.10 is your 1/2  
for optic gallery

**WARNING:** Unless otherwise noted herein, this transmission is a privileged, protected and confidential communication between the individual or entity to which it is addressed. All information contained herein is intended for the individual or entity named above or their agent or employee ONLY. Dissemination, distribution or copying of this transmission by anyone else is prohibited by law. If you have received this transmission in error, please immediately notify us by telephone and return the original to us at our expense.

Cristina A. Hinds, Esq.  
600 S. 8th St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law  
Las Vegas**

# Fax

To: <u>Craig</u>	From: <u>Cristina A. Hinds, Esq.</u>
Fax: <u>702 940 1235</u>	Pages: <u>2</u> including cover page
Phone: <u>702 382 1200</u>	Date: <u>2/24/2020</u>
Re: <u>request 1/2 reimbursement</u>	
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

Comments:

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**THE EBP**  
The Evidence Based Practice of Nevada

# Invoice

**The Evidence Based Practice of Nevada, PLLC**

Date : 24 February 2020  
Invoice No. : 7043  
For Questions Call : 702-508-9181

Elizabeth Mueller

The Evidence Based Practice of Nevada,  
PLLC  
2460 Paseo Verde Pkwy, Suite 100  
Henderson NV 89074

				Previous Balance:	\$0.00
Date	Service	Notes	Units	Amount	
02/24/2020	RETAIN: Partner: Assessment Retainer (Ages 6+)		1	\$1,800.00	
				Total Invoice Amount:	\$1,800.00

Paid: \$1,800.00  
Invoice Amount Due: \$0.00  
**Outstanding Total: \$0.00**

**Invoice Footnote:**

**Client:** Name: Elizabeth Mueller  
Phone: (702) 250-7787

TRANSACTION REPORT

FEB/24/2020/MON 03:37 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	FEB/24	03:36PM	7029401235	0:00:39	2	MEMORY OK	G3 2163

Cristina A. Hinds, Esq.  
600 S. 8th St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax



Fax

To:	Craig	From:	Cristina A. Hinds, Esq.
Fax:	702 940 1235	Pages:	2 including cover page
Phone:	702 382 1200	Date:	2/24/2020
Re:	request 1/2 reimbursement		
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review		<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle

Comments:

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## TRANSACTION REPORT

JAN/09/2020/THU 11:56 AM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	JAN/09	11:55AM	7029401235	0:01:02	3	MEMORY OK	G3 1673

Cristina A. Hinds, Esq.  
 600 S. 8th St.  
 Las Vegas, NV 89101  
 702-940-1234  
 702-940-1236 Fax

**Hinds Injury Law**  
**Las Vegas**

# Fax

To: Craig From: Cristina A. Hinds, Esq.  
 Fax: Cristina Pages: 3 Including cover  
 Phone: \_\_\_\_\_ Date: 1-9-2020  
 Re: reimbursement cc: \_\_\_\_\_  
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

## Comments:

MPIS were \$1000.00 w/ insurance.  
 Please remit your 1/2 as soon  
 as possible - \$500.00 is  
 your 1/2. Thank you!

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**Steinberg Diagnostic Medical Imaging**

Po Box 36900  
Las Vegas, NV 89133-6900  
(702) 732-6000

Page 1

**Account Receipt**

To:  
Cristina Hinds

Receipt Date  
01/08/20

Account Number  
470049

Date	Description of Transaction	Amount	Ins Resp
------	----------------------------	--------	----------

Studies 01/08/2020

01/08/2020 Mri Brain Without Mra Brain Without

\*\*pending\*\*

Payments

01/08/2020 Precollected payment

-500.00

Account
Previous Balance
Current Activity
Ending Balance
Total Guarantor Due 0.00

**Current Activity**

Due From Guarantor For  
01/08/20

0.00

*Payment received today is an estimate of your out of pocket costs. The final balance is determined after your claim is fully processed by your insurance company.*

Signature\_\_\_\_\_

Admin Charge:\_\_\_\_\_  
Collection:\_\_\_\_\_  
Copay:\_\_\_\_\_

Cash Amount

Received:\_\_\_\_\_  
Paid:\_\_\_\_\_  
Change:\_\_\_\_\_

To 'View Reports' and 'Pay Bills' visit [www.sdmi-lv.com/patientportal](http://www.sdmi-lv.com/patientportal)

**Steinberg Diagnostic Medical Imaging**

Po Box 36900  
Las Vegas, NV 89133-6900  
(702) 732-6000

Page 1

**Account Receipt**

To:  
Craig Mueller

Receipt Date  
01/08/20

Account Number  
682151

Date	Description of Transaction	Amount	Ins Resp
------	----------------------------	--------	----------

Studies 01/08/2020

01/08/2020 MRI Brain and IAC W/WO

\*\*pending\*\*

Payments

01/08/2020 Precollected payment

-500.00

Account
Previous Balance
Current Activity
Ending Balance
Total Guarantor Due 0.00

**Current Activity**

Due From Guarantor For  
01/08/20

0.00

*Payment received today is an estimate of your out of pocket costs. The final balance is determined after your claim is fully processed by your insurance company.*

Signature\_\_\_\_\_

Admin Charge: \_\_\_\_\_  
Collection: \_\_\_\_\_  
Copay: \_\_\_\_\_

Cash Amount

Received: \_\_\_\_\_  
Paid: \_\_\_\_\_  
Change: \_\_\_\_\_

To 'View Reports' and 'Pay Bills' visit [www.sdmi-lv.com/patientportal](http://www.sdmi-lv.com/patientportal)

Cristina A. Hinds, Esq.  
600 S. 8<sup>th</sup> St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law  
Las Vegas**

# Fax

To: Crang From: **Cristina A. Hinds, Esq.**  
Fax: 702 940 1235 Pages: 3 including cover page  
Phone: Date 1/7/2020  
Re: request reimbursement cc:  
☐ Urgent ☐ For Review ☐ Please Kids ☐ Please ☐ Please  
Comment medical Reply Recycle

**Comments:**

Please pay 1/2  
\$12.50 + \$40.00 + all other medical bills  
I've sent, like 1/2 orthodontist

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Thank you for choosing Laboratory Medicine Consultants LTD-OAPC for your health care needs.

Statement Date:  
Responsible Party:  
Account Number:  
Due Date:

12/12/19  
CRISTINA HINDS  
5687\*14231670  
Upon Receipt

# REQUEST FOR PAYMENT

## Summary of Account

Total Charges	\$506.00
Insurance Payments	-\$233.58
Insurance Adjustments	-\$247.42
Patient Payments	\$0.00
Account Adjustments	\$0.00
<b>AMOUNT DUE</b>	<b>\$25.00</b>

Amount you owe may include deductible amounts. Your prompt payment is appreciated! **PLEASE SEE BACK SIDE FOR ADDITIONAL DETAIL ON SERVICES.**

## Payment, Insurance & Billing Information



Pay by credit card online anytime, day or night!

[www.peryourhealth.com](http://www.peryourhealth.com)

Pay by credit card via phone: 877/448-8660

Certified, safe, and secure credit card processing.



Visit us at [www.peryourhealth.com](http://www.peryourhealth.com) to update your insurance, address, view your account or send a message to our billing office.

ID: 5687\*14231670 Access Key: 8KJK7K



Contact the Billing Office. Please call 877/448-8660 8:00AM - 5:00PM PST Mon-Fri  
Para asistencia en Espanol llame al numero de arriba.

## Important Messages:

Thank you for using our services. Your insurance has responded on your account. The remaining balance due is your responsibility. Please make payment in full using a payment method listed to the left on the statement. Thank you for your prompt attention.

Gracias por usar nuestros servicios. Hemos recibido contesta de su compañía de seguro con referencia a esta cuenta. El balance pendiente de esta cuenta es su responsabilidad. Por favor haga su pago usando los metodos indicados en la parte izquierda de este estado de cuenta. Gracias por su pronta atencion.

This bill is for professional services provided by a pathologist(s) with Laboratory Medicine Consultants for laboratory and/or pathology services you received during your hospital/physician visit. You may receive a separate bill for their services.

10318-MCKSTM1-306999-116663809-P; 527635-1-1289; 31361277-1; 1

656310 (PC2)

Laboratory Medicine Consultants LTD-OAPC  
8085 Rivers Ave #100  
N Charleston, SC 29406-9239  
Temp - Return Service Requested

## Pay By Mail

-- Please detach and return bottom stub with your check  
-- Include account number on check and correspondence

Account		Patient	
5687*14231670		CRISTINA HINDS	
Statement Date	Amount Due	Due Date	Amount Paid
12/12/19	\$25.00	Upon Receipt	

For your protection: NEVER include credit card information in the mail.

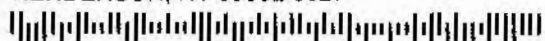
Make CHECK payable and remit to:

*PD 1-820*

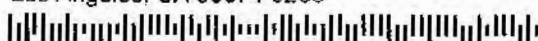


C01275  
C\*01

AUR1\*1177\*14231670C5687  
CRISTINA HINDS  
3 STARBROOK DR  
HENDERSON, NV 89052-6627



Laboratory Medicine Consultants LTD-OAPC  
File 749203  
Los Angeles, CA 90074-9203



## Statement

1/14/2020

All Items 1/14/2020 - 1/14/2020

Advanced Psychological Care, Inc.  
2831 St. Rose Parkway  
Suite 200  
Henderson, NV 89052-4841

(702) 589-4822  
<http://www.drnicolewiliams.com>

Cristina Hinds  
3 Starbrook Drive  
Henderson, NV 89052

**Patient:** Elizabeth Mueller

Date	Code	Transaction	Amount	Balance	Total
01/14/2020	90837	Psychotherapy, 60 min	\$200.00		\$0.00
01/14/2020		Cash	(\$140.00)	\$0.00	\$0.00
\$0.00 owed - \$0.00 credit =					<b>\$0.00</b>

**Total Charges:** \$200.00

**Total Payments:** \$140.00

# TRANSACTION REPORT

JAN/17/2020/FRI 10:44 AM

## BROADCAST

DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
JAN/17	10:37AM	70294#12			MEMORY BUSY	1769001
	10:38AM	7029401235	0:01:12	3	MEMORY OK	G3 1769002
TOTAL			0:01:12	3		

TRANSMISSION ERROR OCCURRED AT SOME RECEIVERS.  
PLEASE GIVE THIS TRANSACTION REPORT TO SENDER.

Cristina A. Hinds, Esq.  
600 S. 8th St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law**  
**Las Vegas**

# Fax

To: Craig From: Cristina A. Hinds, Esq.  
Fax: 702 940 1235 Pages: 3 Including cover page  
Phone: \_\_\_\_\_ Date: 1/7/2020  
Re: request reimbursement  
☐ Urgent ☐ For Review ☐ Please Kids ☐ Please ☐ Please  
Comment medical reply Recycle

### Comments:

Please pay 1/2

↳ 12.50 + \$40.00 + all other medical bills

I've sent, like 1/2 orthodontist

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Cristina A. Hinds, Esq.  
600 S. 8<sup>th</sup> St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law  
Las Vegas**

# Fax

To: Craig From: Cristina A. Hinds, Esq.  
Fax: 702 940 1235 Pages: 5 including cover  
Phone: \_\_\_\_\_ Date: 12-30-19  
Re: reimbursement request cc: \_\_\_\_\_

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

**Comments:**

please reimburse me 1/2 of the 2 Dr. bills, or \$43.45. Also, you paid 1/2 of the initial orthodontist payment, but you haven't reimbursed me the 1/2 monthly fee of \$154.00. I enclosed the contract, which I previously sent twice. The money is deducted from my checking account. The first payment started in August, so 1/2 of  $154 \times 6 = \$924.00$ ,

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and your 1/2 is \$462.00.

Thank you

signed start paper work 7-25-19.pdf inbox

**Cristina Hinds** <cristinahinds@gmail.com>  
to: craig

Thu, Jul 25, 6:

Cristina Hinds  
Hinds Injury Law Las Vegas  
600 S. 8th St.  
Las Vegas, NV 89101  
(702) 940-1234 office  
(702) 940-1236 fax  
[www.hindsinjurylawlasvegas.com](http://www.hindsinjurylawlasvegas.com)





## Financial Agreement

Patient Name: Elizabeth Mueller

Responsible Party: Mrs. Cristina Hinds

Estimated Treatment Time: 24-30 Months

Services Included in the Treatment Fee: Before and After Records, First Set of Retainers, 24 months of Retention Visits.

Total Treatment Cost:	\$6280.00	
Other:	-\$1990.00 phase courtesy discount	
Less Estimated Insurance Coverage:		
Remaining Responsible Party Obligation:	<u>\$4290.00</u>	
Less Initial Payment:	\$500.00	
Amount to be Divided into Monthly Payments:	\$3790.00	Total Number of Monthly of Payments: 24
Monthly Payment Amount	\$154.00 + Final Monthly Payment: \$94.00	

**Payments:** The monthly payment schedule is payable on 08/12/2019 and subsequent installments on the same day of each consecutive month until the final payment is made and the account is paid in full. Although most of our appointments are scheduled every 6-10 weeks, payments are due every month. Payments are due regardless of whether the patient attends his or her scheduled appointments or not.

**Late Payment Fees:** A \$20.00 late fee will be assessed for any payment which is more than ten (10) days past due.

**Treatment Time:** The estimated treatment time is based upon professional experience and assumes complete patient/parent cooperation. However, treatment time will vary for the individual due to many factors. Chenin Orthodontic Group (COG) strives to finish every case as close to the estimated treatment time as possible or earlier. The fee given is for services rendered, and no refunds or discounts are given for finishing early.

**Additional Fees:** Our fee includes only the procedures performed in this office during active treatment. It does not cover other dental services performed by other offices (e.g., fillings, cleanings, extractions, special x-rays, oral surgery, periodontal treatment, TMJ treatment, etc.). Additional fees include:

(x CH) **Replacement Appliance Fees:** Appliances or retainers that are lost, broken, or damaged, and require replacement are subject to an additional fee. Currently they are \$320.00 each.

(x CH) **Over Treatment Time Fees:** Although very rare, a charge of \$190.00/month may be assessed if treatment goes beyond estimated time due to poor patient compliance.

### Prepayment

Accounts may be prepaid at any time, in accordance with the terms set forth in this agreement without incurring an additional charge or fee.

Mrs. Cristina Hinds (Responsible Party)

Kelly Hinds

Signature on Behalf of Chenin Orthodontic Group

### Responsibility for Insurance Coverage

The responsible party is responsible for the total cost of treatment. The "Responsible Party Obligation" listed above is an estimate, based in good faith upon the anticipated insurance benefit (i.e., the money the insurance company will pay). If the insurance company fails to pay the estimated benefit for any reason, the responsible party will be responsible for the balance. If the insurance pays more or less than the estimated benefit, the payment schedule outlined above will be adjusted by COG.

### Account Delinquency

An account will become delinquent under this Agreement if any payment is not received in full on its scheduled due date. In the event that an account becomes delinquent, COG may (i) enforce Late Payment Fees as set forth in this Agreement, (ii) discontinue all services and treatment until the outstanding balance is paid; and (iii) enlist a third party collections agency to assist in collection of the outstanding balance. If a patient's account with COG is sent to collections, any accumulated late fees will be included in the balance sent.

### Treatment Terminated by the patient

Treatment may be terminated by the patient at any time for any reason. In the event treatment is terminated by the patient, the patient will be responsible for any and all costs that have been incurred to date. Costs could include, but are not limited to, lab fees, orthodontic equipment used for treatment, fees associated with time spent by the orthodontist and the orthodontic staff. At the time of treatment termination, COG will calculate costs incurred and determine the remaining balance owed, the patient will be responsible for paying that amount at the time of termination.

**Invisalign patients:** 50% of the treatment fee is non-refundable after the patient's case has been submitted to Invisalign.

July 25, 2019

Date

July 25, 2019

Date

MY KIDS DOCTOR INC  
3039 W HORIZON RIDGE PKWY  
SUITE 110  
HENDERSON, NV 89052-4193

41632



**RETURN SERVICE REQUESTED**

007123  
C:01

This is a statement for professional services rendered by your physician. You may receive a separate bill from the hospital for its services.

PAGE: 1 of 1

CHECK CARD USED FOR PAYMENT		MASTERCARD	VISA
STATEMENT DATE		PAY THIS AMOUNT	ACCT. #
12/10/2019		\$55.02	AB13998
SHOW AMOUNT PAID HERE		\$	

CRISTINA HINDS  
3 STARBROOK DR  
HENDERSON, NV 89052-6627

MY KIDS DOCTOR INC  
3039 W HORIZON RIDGE PKWY  
SUITE 110  
HENDERSON, NV 89052-4193

41632\*TN90XGVEL000136

**STATEMENT**

☐ Please check box if address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

DATE OF SERVICE	DESCRIPTION OF SERVICE	CHARGES	CREDITS	BALANCE
10/16/19	Claim:73638, Provider: Claudia Garcia, MD			
10/16/19	94760 PULSE OK	40.00		
10/16/19	92587 AJLIOPATH	150.00		
10/16/19	92567 TYPMANGRAM	50.00		
10/16/19	90460 IMADY ANY ROUTE 1ST VAC/TOX	40.00		
10/16/19	99214 EST PATIENT LEVEL 4 OFFICE VISIT	170.00		
10/16/19	90686 FLU VAC NO PRSV 4 VAL 3 YRS-	50.00		
10/16/19	Patient Payment		35.00	
10/16/19	Sierra Health & Life Payment		51.43	
10/16/19	Sierra Health & Life Adjustment		368.55	
10/16/19	Your Balance Due On These Services ...			55.02

ACCOUNT TOTAL	CURRENT	30 DAYS	60 DAYS	90 DAYS	OVER 120 DAYS
55.02					

DATE	PATIENT NAME	ACCOUNT NO.	PAY THIS AMOUNT
12/10/2019	William Mueller	AB13998	\$55.02

PHONE #: 702-910-2700

MAKE CHECK PAYABLE TO: Claudia Gardia, MD

MESSAGE:

41632\*TN90XGVEL000136

VOLUME II

CH000254

RA000271

MY KIDS DOCTOR INC  
3039 W HORIZON RIDGE PKWY  
SUITE 110  
HENDERSON, NV 89052-4193

41632



007\*22  
0101

RETURN SERVICE REQUESTED

This is a statement for professional services rendered by your physician. You may receive a separate bill from the hospital for its services.

PAGE: 1 of 1

SHOW AMOUNT  
PAID HERE \$

CRISTINA HINDS  
3 STARBROOK DR  
HENDERSON, NV 89052-6627

MY KIDS DOCTOR INC  
3039 W HORIZON RIDGE PKWY  
SUITE 110  
HENDERSON, NV 89052-4193

41632\*TN90XGVEL000135

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

☐ Please check box if address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

DATE OF SERVICE	DESCRIPTION OF SERVICE	CHARGES	CREDITS	BALANCE
09/09/19	Claim:72207, Provider: Claudia Garcia, MD			
09/09/19	99214 EST PATIENT LEVEL 4 OFFICE VISIT	170.00		
09/09/19	94760 PULSE OX	40.00		
09/09/19	92567 TYPMANGRAM	50.00		
09/09/19	37880 STREP TEST	30.00		
09/09/19	99000 SPECIMEN HANDLING	15.00		
09/09/19	Patient Payment		35.00	
09/09/19	Health Plan of Nevada Payment		13.16	
09/09/19	Health Plan of Nevada Adjustment		224.96	
09/09/19	Your Balance Due On These Services ...			31.88

ACCOUNT TOTAL	CURRENT	30 DAYS	60 DAYS	90 DAYS	OVER 120 DAYS
31.88					

DATE	PATIENT NAME	ACCOUNT NO.	PAY THIS AMOUNT
12/10/2019	Elizabeth Mueller	AB14000	\$31.88

PHONE #: 702-910-2700

MAKE CHECK PAYABLE TO: Claudia Garcia, MD

MESSAGE:

41632\*TN90XGVEL000135

VOLUME II

CH000255

RA000272

Cristina A. Hinds, Esq.  
600 S. 8th St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law  
Las Vegas**

# Fax

To: Craig/Carol From: Cristina A. Hinds, Esq.  
Fax: Cristina Hinds Pages: 2 including cover  
Phone: 702-940-1235 Date 12-6-19  
Re: Medical Reimb. cc:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

**Comments:**

Please reimburse the sum of. \$80<sup>00</sup>

**WARNING:** Unless otherwise noted herein, this transmission is a privileged, protected and confidential communication between the individual or entity to which it is addressed. All information contained herein is intended for the individual or entity named above or their agent or employee ONLY. Dissemination, distribution or copying of this transmission by anyone else is prohibited by law. If you have received this transmission in error, please immediately notify us by telephone and return the original to us at our expense.

From: Nicole Williams drwilliams.aps@gmail.com  
Subject: statement  
Date: December 5, 2019 at 4:35 PM  
To: Cristina Hinds CristinaHinds@gmail.com

Advanced Psychological Care, Inc.  
2831 St. Rose Parkway  
Suite 200  
Henderson, NV 89052-4841

(702) 569-4822  
<http://www.drnicolewilliams.com>

Cristina Hinds  
3 Starbrook Drive  
Henderson, NV 89052

## Statement

12/5/2019  
All Items 12/5/2019 - 12/5/2019

Patient: Elizabeth Mueller

Date	Code	Transaction	Amount	Balance	Total
12/05/2019	90837	Psychotherapy, 60 min	\$200.00		\$0.00
12/05/2019		Cash	(\$150.00)	\$0.00	\$0.00
\$0.00 owed - \$0.00 credit =					\$0.00

Total Charges: \$200.00  
Total Payments: \$150.00

## TRANSACTION REPORT

DEC/06/2019/FRI 11:17 AM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	DEC/06	11:16AM	7029401235	0:00:36	2	MEMORY OK	G3 1355

Cristina A. Hinds, Esq.  
 600 S. 8<sup>th</sup> St.  
 Las Vegas, NV 89101  
 702-940-1234  
 702-940-1236 Fax

**Hinds Injury Law  
 Las Vegas**

# Fax

To: Craig/Carol From: Cristina A. Hinds, Esq.  
 Fax: Cristina Hinds Pages: 2 including cover  
 Phone: 702-940-1235 Date: 12-6-19  
 Re: Medical Reimb. cc:  
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

## Comments:

Please reimburse the sum of. \$80<sup>00</sup>

**WARNING:** Unless otherwise noted herein, this transmission is a privileged, protected and confidential communication between the individual or entity to which it is addressed. All information contained herein is intended for the individual or entity named above or their agent or employee ONLY. Dissemination, distribution or copying of this transmission by anyone else is prohibited by law. If you have received this transmission in error, please immediately notify us by telephone and return the original to us at our expense.

Cristina A. Hinds, Esq.  
600 S. 8th St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law  
Las Vegas**

# Fax

To: Craig/Carol From: Cristina A. Hinds, Esq.  
Fax: Pages: 2 including cover  
page  
Phone: 702-940-1235 Date 12-2-19  
Re: Request Reimbursement cc:  
☐ Urgent ☐ For Review ☐ Please  
Comment ☐ Please  
Reply ☐ Please  
Recycle

**Comments:**

*Please reimburse \$17.50 ASAP.*

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**Quest**  
Diagnostics

Do not use addr. below:  
P.O. Box 7505  
Hollister, MO 65073-7505

# Laboratory Invoice

Page 1 of 1

For services not included in your physician's bill

**Nov. 12, 2019 \$35.00**

**Invoice Number 7279132226**  
**Lab Code NEV**

**Patient Name:** ELIZABET MUELLER  
**Responsible Party:** ELIZABET MUELLER  
**Date of Service:** October 09, 2019

AB 01 001921 38881 B 6 A

NEV 88842382 0002148 7279132226 R

ELIZABET MUELLER  
723 S 7TH ST

LAS VEGAS, NV 89101-6907

For information and diagnosis, please contact the physician's office.  
For payment, please contact your physician.

## Customer Service

LOG ON NOW at [www.QuestDiagnostics.com/bill](http://www.QuestDiagnostics.com/bill) to conveniently pay your invoice, provide updated insurance information, or take a patient survey.

**Phone: 1-855-619-4056**

MON-THU 8:30AM-5PM; FRI 9-4PM 08:30 AM - 05:00 PM PST  
So Habla Español!

**Referring Physician:** MALONE, TOYA V  
**Physician Address:** 7730 W CHEYENNE AVE  
LAS VEGAS, NV 89129

**Insurance Name:** SIERRA HEALTH LIFE  
**Insurance ID:** 19006050501  
**Group Number:** 16866

Please have your invoice available for reference.

This invoice is for laboratory tests performed at the request of the referring physician. These charges are separate from the physician's fees. SIERRA HEALTH LIFE indicated the balance is your co-payment, co-insurance, or deductible and is your financial responsibility. Prompt payment is appreciated. Thank you for using our laboratory.

Date	CPT Code*	Test Description	Charge	Adjustment	Insurance Paid	Patient Paid	Patient Responsibility	Reason
10/09/19	82746	FOLIC ACID (SR)	\$118.11	(\$97.94)			\$20.17	Deductible/Coinsurance
10/09/19	84207	VITAMIN B-6	\$251.97	(\$213.43)	(\$38.54)		\$0.00	
10/09/19	82607	VITAMIN B-12	\$120.38	(\$99.58)	(\$20.80)		\$14.83	Deductible/Coinsurance
10/09/19	36415	VENIPUNCTURE	\$22.50	(\$19.50)	(\$3.00)		\$0.00	
10/09/19	80050	GENERAL HEALTH PANEL	\$264.06	(\$105.62)	(\$158.44)		\$0.00	
10/09/19	86038	ANACHOIC (R) SCREEN	\$84.36	(\$67.78)	(\$16.58)		\$0.00	
10/09/19	82652	DII HYDROXYVIT D(1,25)	\$319.46	(\$266.05)	(\$53.41)		\$0.00	
10/09/19	84425	VITAMIN B-1	\$179.55	(\$150.43)	(\$29.12)		\$0.00	
Tax ID: 88-0099333 ICD Codes: G44.89 F41.9 R11.0 T75.3XXS			\$1,360.37	(\$1,021.03)	(\$339.34)	\$0.00	\$35.00	

Services Performed by: QUEST DIAGNOSTICS LAS VEGAS - 4230 BURNING WOOD LAS VEGAS, NV

Services Performed by: QUEST DIAGNOSTICS NICHOLS VALENCIA VALENCIA, CA

Services Performed by: QUEST DIAGNOSTICS HENDERSON ANTHEM HENDERSON, NV

\* The CPT codes provided are for information purposes only, and are based on AMA guidelines without regard to specific payer requirements.

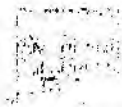
▲ Please fold and tear along perforation and remit with payment in the envelope provided. ▲



**Quest**  
Diagnostics

LOG ON NOW. Pay your bill online securely at  
[www.questdiagnostics.com/bill](http://www.questdiagnostics.com/bill)  
or call 1-855-619-4056.  
Quest Diagnostics also accepts:

VISA



DISC VER  
NETWORK

Please make checks payable to Quest Diagnostics.  
Be sure to include invoice number on your check.

☐ Check here if address has changed.  
Please provide your new address information on the back.  
Quest Diagnostics reserves the right to assign this receivable to any of its affiliates.

Lab Code: NEV

**\$35.00**

**Due Date: 11/12/2019 Invoice Number: 7279132226**

**Patient Name: ELIZABET MUELLER**

**\$**

If you received an explanation of benefits showing your responsibility is less than the amount shown on this bill, please pay the lesser amount. To fully resolve your invoice, please provide a copy of your explanation of benefits.

## MAIL PAYMENTS ONLY TO:

QUEST DIAGNOSTICS  
PO BOX 740351  
CINCINNATI, OH 45274-0351



Pd  
11/27/19

01NEV720172791322260000350091112189145274035100000002

VOLUME II

CH000260

RA000277

HP Color LaserJet MFP M477fnw

## Fax Confirmation

Dec 2-2019 8:54AM

Job	Date	Time	Type	Identification	Duration	Pages	Result
881	12/ 2/2019	8:53:26AM	Send	7029401235	1:27	2	OK

Cristina A. Hinds, Esq.  
500 S. 8th St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

Hinds Injury Law  
Las Vegas

## Fax

To: Craig/Carol From: Cristina A. Hinds, Esq.  
Fax: Pages: 2 including cover page  
Phone: 702-940-1235 Date: 12-2-19  
Re: Request Reimbursement cas  
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

*Please reimburse \$17.50 ASAP.*

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Cristina A. Hinds, Esq.  
600 S. 8<sup>th</sup> St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law  
Las Vegas**

# Fax

To: <u>Craig / Carol</u>	From: <u>Cristina A. Hinds, Esq.</u>			
Fax: _____	Pages: <u>2</u> including cover page			
Phone: _____	Date: _____			
Re: <u>request reimbursement</u> cc: _____				
<input type="checkbox"/> Urgent	<input type="checkbox"/> For Review	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply	<input type="checkbox"/> Please Recycle

**Comments:**

Please pay me 1/2 or \$15.94

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MY KIDS DOCTOR INC  
3039 W HORIZON RIDGE PKWY  
SUITE 110  
HENDERSON, NV 89052-4193

41632

RETURN SERVICE REQUESTED

This is a statement for professional services rendered by your physician. You may receive a separate bill from the hospital for its services.

PAGE: 1 of 1

STATEMENT DATE 11/07/2019		POSITIVE AMOUNT \$31.88	ACCOUNT AB14000
STATEMENT DATE		POSITIVE AMOUNT	ACCOUNT
STATEMENT DATE		POSITIVE AMOUNT	ACCOUNT

CRISTINA HINDS  
3 STARBROOK DR  
HENDERSON, NV 89052-6627

MY KIDS DOCTOR INC  
3039 W HORIZON RIDGE PKWY  
SUITE 110  
HENDERSON, NV 89052-4193

41632\*TMC0F16LE000139

☐ Please check box if address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

# STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

DATE OF SERVICE	DESCRIPTION OF SERVICE	CHARGES	CREDITS	BALANCE
09/09/19	Claim:72207, Provider: Claudia Garcia, MD			
09/09/19	99214 EST PATIENT LEVEL 4 OFFICE VISIT	170.00		
09/09/19	94760 PULSE OX	40.00		
09/09/19	92567 TYPMANGRAM	50.00		
09/09/19	87880 STREP TEST	30.00		
09/09/19	99000 SPECIMEN HANDLING	15.00		
09/09/19	Patient Payment		35.00	
09/09/19	Health Plan of Nevada Payment		13.16	
09/09/19	Health Plan of Nevada Adjustment		224.96	
09/09/19	Your Balance Due On These Services ...			31.88

ACCOUNT TOTAL	CURRENT	30 DAYS	60 DAYS	90 DAYS	OVER 120 DAYS
31.88					

DATE	PATIENT NAME	ACCOUNT NO.	PAY THIS AMOUNT
11/07/2019	Elizabeth Mueller	AB14000	\$31.88

PHONE #: 702-910-2700

MAKE CHECK PAYABLE TO: Claudia Garcia, MD

MESSAGE:

PD  
11/27/19

## TRANSACTION REPORT

NOV/20/2019/WED 08:50 AM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	NOV/20	08:50AM	7029401235	0:00:44	2	MEMORY OK	G3 1216

Cristina A. Hinds, Esq.  
 600 S. 8th St.  
 Las Vegas, NV 89101  
 702-940-1234  
 702-940-1236 Fax

**Hinds Injury Law**  
**Las Vegas**

# Fax

To: Craig / Laro From: Cristina A. Hinds, Esq.

Fax: Pages: 2 including cover page

Phone: Date

Re: Request reimbursement cc:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

Please pay me 1/2 or \$15.94

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Cristina A. Hinds, Esq.  
600 S. 8<sup>th</sup> St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law  
Las Vegas**

# Fax

To: Craig / Carol From: Cristina A. Hinds, Esq.  
Fax: Pages: 2 including cover page  
Phone: Date  
Re: request 1/2 reimbursement  
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

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# Statement

11/18/2019

All Items 11/13/2019 - 11/18/2019

Advanced Psychological Care, Inc.  
2831 St. Rose Parkway  
Suite 200  
Henderson, NV 89052-4841

(702) 589-4822  
<http://www.dncolewilliams.com>

Cristina Hinds  
3 Starbrook Drive  
Henderson, NV 89052

**Patient:** Elizabeth Mueller

Date	Code	Transaction	Amount	Balance	Total
11/13/2019	90837	Psychotherapy, 60 min	\$200.00		\$0.00
11/13/2019		Check #5696	(\$150.00)	\$0.00	\$0.00
\$0.00 owed - \$0.00 credit =					<b>\$0.00</b>

**Total Charges:** \$200.00

**Total Payments:** \$150.00

## TRANSACTION REPORT

NOV/18/2019/MON 03:22 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	NOV/18	03:21PM	7029401235	0:00:34	2	MEMORY OK	G3 1192

Cristina A. Hinds, Esq.  
 600 S. 8<sup>th</sup> St.  
 Las Vegas, NV 89101  
 702-940-1234  
 702-940-1236 Fax

**Hinds Injury Law**  
**Las Vegas**

# Fax

To: Craig / Carol From: Cristina A. Hinds, Esq.  
 Fax: Pages: 2 including cover  
 page  
 Phone: Date  
 Re: request 1/2 reimbursement  
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

**WARNING:** Unless otherwise noted herein, this transmission is a privileged, protected and confidential communication between the individual or entity to which it is addressed. All information contained herein is intended for the individual or entity named above or their agent or employee ONLY. Dissemination, distribution or copying of this transmission by anyone else is prohibited by law. If you have received this transmission in error, please immediately notify us by telephone and return the original to us at our expense.

Cristina A. Hinds, Esq.  
600 S. 8<sup>th</sup> St.  
Las Vegas, NV 89101  
702-940-1234  
702-940-1236 Fax

**Hinds Injury Law  
Las Vegas**

# Fax

To: Craig / Carol From: Cristina A. Hinds, Esq.  
Fax: 702 940 1235 Pages: 3 including cover page  
Phone: Date 11/4/19  
Re: request reimbursement  
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

**Comments:**

personal &  
confidential

**WARNING:** Unless otherwise noted herein, this transmission is a privileged, protected and confidential communication between the individual or entity to which it is addressed. All information contained herein is intended for the individual or entity named above or their agent or employee ONLY. Dissemination, distribution or copying of this transmission by anyone else is prohibited by law. If you have received this transmission in error, please immediately notify us by telephone and return the original to us at our expense.

# Walgreens

#06545 11001 S EASTERN AVE  
HENDERSON, NV 89052  
702-948-8355

302 C703 0091 10/19/2019 2:53 PM

FSA RX 1826583 9.20

TOTAL 9.20

CASH 20.20

CHANGE 11.00

TOTAL FSA ITEMS 0.00

TOTAL RX ITEMS 9.20

TOTAL FSA AND RX ITEMS 9.20

APPROVED FSA/HRA AMOUNT 0.00

THANK YOU FOR SHOPPING AT WALGREENS

REDEEM 20,000 POINTS FOR A REWARD OF \$20  
OFF YOUR NEXT PURCHASE! POINTS CANNOT  
BE REDEEMED ON SOME ITEMS. FOR FULL  
DETAILS SEE WALGREENS.COM/BALANCE

RFN# 0654-5910-7030-1910-1903



\*\*\*\*\*

*oraig's*

*1/2 IS  
\$4.60*



POINT BALANCE 28150

BALANCE REWARDS ACCT # \*\*\*\*\*5208

OPENING BALANCE 28050

EVERYDAY POINTS - RX 100

CLOSING BALANCE 28150

\*\*\*\*\*

*William's prescription*

How are we doing?  
Enter our monthly sweepstakes for  
\$3,000 cash

Visit  
[WWW.WALGREENSLISTENS.COM](http://WWW.WALGREENSLISTENS.COM)

\*\*\*\*\*

or call toll free

1-800-219-7451

withir 72 hours to take a short  
survey about this Walgreens visit

SURVEY#

0654-5910-703

PASSWORD

0191-0190-326

VOLUME II

For card

CH000269

RA000286

Advanced Psychological Care, Inc.  
2831 St. Rose Parkway  
Suite 200  
Henderson, NV 89052-4841

(702) 589-4822  
<http://www.dmicolewilliams.com>

## Statement

10/30/2019  
All Items 10/30/2019 - 10/30/2019

Cristina Hinds  
3 Starbrook Drive  
Henderson, NV 89052

Patient: Elizabeth Mueller

Date	Code	Transaction	Amount	Balance	Total
10/30/2019	90837	Psychotherapy, 60 min	\$200.00		\$0.00
10/30/2019		Check #5842	(\$150.00)	\$0.00	\$0.00
\$0.00 owed - \$0.00 credit =					<b>\$0.00</b>

Total Charges: \$200.00  
Total Payments: \$150.00

*Craig's  
1 1/2 hrs  
\$75.00*

## TRANSACTION REPORT

NOV/04/2019/MON 04:46 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	NOV/04	04:45PM	7029401235	0:00:53	3	MEMORY OK	G3 1018

Cristina A. Hinds, Esq.  
 600 S. 8th St.  
 Las Vegas, NV 89101  
 702-940-1234  
 702-940-1236 Fax

**Hinds Injury Law**  
**Las Vegas**

# Fax

To: Craig / Carol From: Cristina A. Hinds, Esq.  
 Fax: 702 940 1235 Pages: 3 including cover  
 Phone: \_\_\_\_\_ Date: 11/4/19  
 Re: request reimbursement

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

*personal &  
 confidential*

**WARNING:** Unless otherwise noted herein, this transmission is a privileged, protected and confidential communication between the individual or entity to which it is addressed. All information contained herein is intended for the individual or entity named above or their agent or employee ONLY. Dissemination, distribution or copying of this transmission by anyone else is prohibited by law. If you have received this transmission in error, please immediately notify us by telephone and return the original to us at our expense.

## TRANSACTION REPORT

SEP/23/2019/MON 02:35 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE	FILE
001	SEP/23	02:34PM	7029401235	0:00:53	2	MEMORY OK	G3 0635

Cristina A. Hinds, Esq.  
 600 S. 8th St.  
 Las Vegas, NV 89101  
 702-940-1234  
 702-940-1235 Fax

**Hinds Injury Law**  
**Las Vegas**

# Fax

**To:** Carol  
**From:** Cristina A. Hinds, Esq.  
**Fax:** 702 940 1235  
**Pages:** 2 including cover page  
**Phone:**  
**Date:** 9/23/19  
**Rc:** reimbursement  
**cc:**  
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

Carol,

I will pay this bill directly. The prior bill from the same Dr was for Elizabeth.

Please reimburse me the total amount.

Thank you

Crista HZ

## TRANSACTION REPORT

SEP/23/2019/MON 01:52 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	SEP/23	01:51PM	7029401235	0:00:53	2	MEMORY OK	G3 0634

Cristina A. Hinds, Esq.  
 600 S. 8<sup>th</sup> St.  
 Las Vegas, NV 89101  
 702-940-1234  
 702-940-1236 Fax

**Hinds Injury Law**  
**Las Vegas**

# Fax

To: Carol From: Cristina A. Hinds, Esq.  
 Fax: 702 940 1235 Pages: 2 including cover page  
 Phone: \_\_\_\_\_ Date 9/23/19  
 Re: reimbursement cc: \_\_\_\_\_  
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

Carol,

I will pay this bill directly. The prior bill from the same Dr was for Elizabeth.

Please reimburse me the total amount.

Thank you,

Cristina Hinds

# STATEMENT

THIS IS A STATEMENT OF SERVICES RENDERED BY PHYSICIAN(S) WHO ARE MEMBERS OF:
Malone-Davis Neurology PLLC 7730 W CHEYENNE AVE STE 107 LAS VEGAS, NV 89129-0462 725-221-1568

IF PAYING BY CREDIT CARD, FILL OUT BELOW: CHECK CARD USED.

☐ MASTER CARD ☐ VISA ☐ DISCOVER ☐ AMEX ☐ CHECK

CARD NUMBER \_\_\_\_\_ CVV \_\_\_\_\_

SIGNATURE \_\_\_\_\_ EXP. DATE \_\_\_\_\_

AMOUNT ENCLOSED 5 \_\_\_\_\_

GUARANTOR ADDRESS
Hinds, A Cristina 3 STARBROOK DR HENDERSON NV 89052-6627

GUARANTOR NAME		
Hinds, A Cristina		
BILL DATE	ACCOUNT NO.	AMOUNT DUE
Sep 13, 2019	12700	\$270.00

DATE	DESCRIPTION OF SERVICE	CHARGES	PMT/ADJ/ WITHHELD	AMOUNT
May 28, 2019	Claim:7379, Provider: Toya Malone-Davis, MD			
May 28, 2019	Office Consultation Level 3	\$350.00		
May 28, 2019	Patient Payment		\$80.00	
Sep 13, 2019	SIERRA HEALTH AND LIFE ATTN CLAIMS Payment			
Sep 13, 2019	Expenses incurred after termination of coverage			

Patient Name: Mueller, William , Account Num: 12557

\$270.00

Your Balance Due On These Services...

DATE
Sep 13, 2019

GUARANTOR NAME
Hinds, A Cristina

ACCOUNT NO.
12700

PAY THIS  
AMOUNT

\$270.00

MAKE CHECK PAYABLE TO: MD NEUROLOGY

*pd  
10/2/19*

IMPORTANT MESSAGE REGARDING YOUR ACCOUNT

*Please pay*

MD NEUROLOGY  
3150 N TENAYA WAY  
STE 150  
LAS VEGAS, NV 89128  
7252211568

Date: 8/7/2019 Time: 10:16:AM:PDT

Trans Type: Sale  
Customer ID:  
Transaction #: 304832007  
Name: HINDS CRISTINA  
Account: 2633  
Exp Date: \*\*\*\*  
Card Type: VISA  
Entry: Swiped  
AuthCode: 021655  
Result: APPROVED  
Message: APPROVAL 021655

Description \_\_\_\_\_

Total Amt: \$ 60.00

I Agree to Pay Above Total  
Amount According to Card  
Issuer Agreement (Merchant  
Agreement if Credit Voucher)

Signature X \_\_\_\_\_

Customer Copy

JONATHAN G STILL M D  
8685 SOUTHEASTERN AVE  
LAS VEGAS, NV 89123  
(702) 338-8818

DEBIT SALE

TID: 002 REF#: 00000003  
DID: 0001  
Batch #: 000035 RRN: 00000001  
05/16/19 16:24:06  
APPR CODE: 000523  
Trace: 00382732 Chip  
DEBIT  
\*\*\*\*\*9732

AMOUNT \$395.00

APPROVED

Citibank Card  
AID: A0000000042203  
TVR: 00 00 04 80 00  
TSL: E8 00

TIP IS YOU  
PLEASE COME AGAIN  
CUSTOMER COPY

MY KIDS DOCTOR INC  
3039 W HORIZON RIDGE PKWY  
SUITE 110  
HENDERSON, NV 89052-4193

41632



RETURN SERVICE REQUESTED

000606  
0:01

This is a statement for professional services rendered by your physician. You may receive a separate bill from the hospital for its services.

PAGE: 1 of 1

STATEMENT FOR PAYMENT		DATE 05/03/2019	AMOUNT \$13.82	ACCOUNT AB14000
SHOW AMOUNT PAID HERE				

CRISTINA HINDS  
3 STARBROOK DRIVE  
HENDERSON, NV 89052-6627

MY KIDS DOCTOR INC  
3039 W HORIZON RIDGE PKWY  
SUITE 110  
HENDERSON, NV 89052-4193

41632\*TH412WDI4000133

# STATEMENT

☐ Please check box if address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

DATE OF SERVICE	DESCRIPTION OF SERVICE	CHARGES	CREDITS	BALANCE
03/26/19	Claim:66145, Provider: Claudia Garcia, MD			
03/26/19	90651 GARDSAIL 9	450.00		
03/26/19	90460 LADM ANY ROUTE 1ST VAC/TOX	40.00		
03/26/19	99211 EST PATIENT NURSE VISIT	100.00		
03/26/19	Sierra Health & Life Payment		289.10	
03/26/19	Sierra Health & Life Adjustment		287.08	
03/26/19	Your Balance Due On These Services ...			13.82

*paid  
5/10/19*

ACCOUNT TOTAL	CURRENT	30 DAYS	60 DAYS	90 DAYS	OVER 120 DAYS
13.82					

DATE	PATIENT NAME	ACCOUNT NO.	PAY THIS AMOUNT
05/03/2019	Elizabeth Mueller	AB14000	\$13.82

PHONE #: 702-910-2700

MAKE CHECK PAYABLE TO: Claudia Gardia, MD

MESSAGE:

41632\*TH412WDI4000133

VOLUME II

RA000293

**EXHIBIT “3”**

**EXHIBIT “3”**

**EXHIBIT “3”**

JAN 09, 2:40 PM

Cristina I worked my ass off for 10 years to pay for house and your mothers building. You lied. You stole from me. You schemed. You committed insurance fraud. You used my firm for family nepotism, your knowingly hired alcoholics, ignored your duties and blamed me when we were making less money. I walked away with less money than when I came into the marriage. I can hear your mothers voice marry him and steal his money. You are not now or have no proof that you have ever been my friend.

Fuck you you miserable thief burn in hell you cunt. I am preparing a bar complaint and a lawsuit.



JAN 07, 7:09 AM

That conversation with you yesterday was the most upsetting interaction I have ever had. I am now convinced you 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 right. Lie invent facts whatever. Your deep insecurity destroys you. I learned very early on that ever conversation was the same. It is not your fault, I told so and if I had done it it would be different, except you never actually did anything except steal. My instincts are correct. I will never talk to you again. I will never be alone in the same room with you again. You need help.







