

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

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Dec 17 2021 05:04 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

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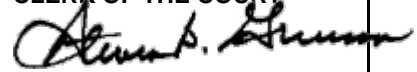
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**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

CRISTINA HINDS,
Plaintiff,

vs.

CRAIG A. MUELLER,
Defendant.

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

HEARING DATE:
HEARING TIME:

**PLAINTIFF'S REBUTTAL BRIEF RE: DEFENDANT'S POST-TRIAL
MEMORANDUM**

I. INTRODUCTION

Much of the arguments in Craig's *Defendant's Post-Trial Memorandum* were addressed in our *Closing Brief*, and the issues are exceedingly simple, so we will keep this rebuttal short and brief.

II. REBUTTAL

A. Community Property was Not Omitted from the Decree

Craig's argument that community property was omitted from the *Decree* is a bit circular and confusing, but nonetheless falls flat in the face of the evidence presented at trial. First, he argues that the \$140,000 the parties were discussing at the

1 settlement meeting was *really* the money he claims Cristina spent from all bank
2 accounts between January and June, which he claims was approximately \$129,891.00.

3 First, those amounts (\$129,891 and \$140,000) do not even match up and there
4 is no connection between the two. There was no evidence at trial from *any* party or
5 witness that this \$140,000 was related to the \$129,891 in any way.

6 Secondly, the context of the \$140,000 – that it was money used by Cristina and
7 her mother in 2015, and returned to the account at the end of 2015 – was not only
8 explained by Cristina, it was also explained by Judge Throne, her attorney at the time.
9 Radford Smith, Esq., could not remember exactly what the conversation entailed
10 relating to the \$140,000. Craig, the only other witness who *could* have had any
11 knowledge of this, testified he “knows” he owes Cristina the equalization payment,
12 and never mentioned or supported this argument in his testimony.

13 Both Cristina and Judge Throne explained that Cristina borrowed \$140,000
14 during the marriage to “flip houses” with her mother in mid-November, and that the
15 \$140,000 was returned to the accounts in November, 2015. Meadows bank
16 statements showing the \$140,000 was removed from the Meadows account in 2015,
17 then returned to the Meadows account in 2015, were produced, offered at trial, and
18 admitted as exhibits.

19 The uncontroverted testimony at trial was that every asset and debt owned by
20 the parties that existed on the valuation date of June 20, 2019, of which any and all
21 relevant parties would or could have had any knowledge, were disclosed and included
22 in the *Marital Settlement Agreement* (“MSA”). What either party spent before June
23 20,2019 was irrelevant at that point because all parties were aware of the existence
24 of all accounts, account balances were disclosed earlier in the year, during the year,
25 and for the June 20, 2019 dates, and parties waived further disclosures and claims on
26 both sides. Both parties could have tried to investigate the financial issues further,
27 make claims against the other for a myriad of things (including Cristina’s already
28 documented contempt claims against Craig), but they chose to forego those in favor
of settlement.

1 Therefore, this argument must fail.

2
3 **B. The MSA was Not Procured through Fraud in the Inducement**

4 Craig claims he was “fraudulently induced” into signing the MSA because the
5 funds in the Meadows accounts he was entitled to receive, the conceded \$36,891,
6 were not actually “in the account” the date he signed the MSA. First, the parties used
7 June 20, 2019 as the “valuation date” to divide accounts, not the date they signed the
8 accounts (July 28 and July 29, 2019, respectively). All balances and awards the
9 parties agreed as of June 20, 2019 matched the accounts exactly, so there was no
10 fraud or misrepresentation.

11 As for the \$36,871 being in the accounts as of July 28-29, 2019, Craig
12 presented no evidence that the money was unavailable or that Cristina spent that
13 money. She simply closed that account, and she and Craig did not discuss it until
14 January, 2020 when Cristina filed a *Motion for Order to Show Cause* against Craig.
15 Again, the representation in the MSA was that the money was in the accounts on June
16 20, 2019, which it was, and the terms of the MSA in that regard were an accurate
17 disclosure of the parties’ accounts.

18
19 **C. Ms. Hinds did Not Materially Breach the MSA**

20 Craig’s statement that all parties “knew” Craig needed a loan for the \$450,000
21 is irrelevant to the trial issues because it was not part of the terms of the parties’
22 MSA or *Decree*. All prior negotiations, discussions, and “understandings” are
23 superseded by the terms of the settlement documents, and here, they were devoid of
24 any conditions precedent to paying the \$450,000.

25 Even if there was an agreement to get a loan, which there was not, nothing
26 Cristina did affected Craig’s ability to get a \$450,000 loan. As the Court so aptly
27 noted, the fact that Craig was not given his \$36,871 from the Meadows account may
28 be an argument for why he didn’t get a \$36,871 loan, not a \$450,000 loan. In any

1 case, getting a loan is irrelevant to either party's obligations under the *MSA* and
2 therefore, Craig cannot argue that the *MSA* was breached on that basis.

3
4 **III. CONCLUSION**

5 Cristina respectfully requests the following:

- 6 1. Enforce the *MSA* and *Decree* in full, with all amounts due and
7 owing subject to interest from the date of the *Decree*.
- 8 2. Sanction Craig for his contempt of Court.
- 9 3. Award Cristina's full attorney's fees.
- 10 4. Set a recurring minimum payment schedule as well as permit
11 Cristina to execute on the amounts due against Craig's assets, if
12 possible.
- 13 5. Any other relief the Court deems just and necessary under the
14 circumstances.

15 **DATED** this 18th day of June, 2021.

16
17 Respectfully Submitted By:
WILICK LAW GROUP

18
19 /s/ Lorien K. Cole

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 18th day of June, 2021, I caused the above and foregoing document 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 attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

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4539 Paseo Del Ray
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Attorney for Defendant

/s/ Mallory Yeargan

An Employee of the WILICK LAW GROUP

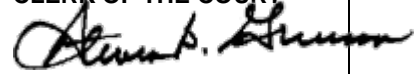
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Steven D. Grierson
CLERK OF THE COURT



**DISTRICT COURT
CLARK COUNTY, NEVADA**

* * *

Cristina Hinds, Plaintiff
vs.
Craig Mueller, Defendant.

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

NOTICE OF ENTRY OF ORDER

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

Dated: July 26, 2021

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

NEO

CERTIFICATE OF SERVICE

I hereby certify that on the above file stamp date:

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

Marshal Shawn Willick, Esq.
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Las Vegas, NV 89110

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

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

1 ORDR

2 DISTRICT COURT, FAMILY DIVISION

3 CLARK COUNTY, NEVADA

4 CHRISTINA HINDS,)

5 Plaintiff,)

6 vs.)

7 CRAIG MUELLER)

8 Defendant.)

CASE NO. D-18-571065-D

DEPT NO. C

UNDER SUBMISSION

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

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

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

3 FINDINGS OF FACTS AND CONCLUSIONS OF LAW

4 Jurisdiction

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

7 Procedural History

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

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

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

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

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

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

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

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

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

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

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

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

20 ////

1 Enforcement of Property Equalization Obligation

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

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

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

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

19 Page 6 of 38

20
21 ¹ In November 2020, Attorney Dawn Throne was elected to the position of District Court Judge in new Department U, and in January 2021, Attorney Dawn Thrown commenced her position on the bench.

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

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

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

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

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

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

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

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

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

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

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

////

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

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

15
16 *Craig's Defenses*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 *Joint Preliminary Injunction*

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

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

9 *Christina Fraudulently Induced Craig to Sign the MSA*

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

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

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

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

16 *Community Property Omitted by Fraud or Mistake*

17 NRS 125.150(3) states:

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

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

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

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

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

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

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

3 *Material Breach*

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

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

20 ////

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

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

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

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

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

13 *Re-characterization of Property*

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

20 ////

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

8 *Outstanding Sum Due*

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

18 Contempt

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

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

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

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

20 ////

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

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

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

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

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

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

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

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

20 ////

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

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

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

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

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

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

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

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

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

9 COURT FINDS that in support of her request for contempt, Cristina
10 provides Exhibit 19² which evidenced that on August 1, 2019, Craig sent the
11 following messages to Cristina on Facebook which were also identified in
12 her *Declaration of Cristina Hinds* filed on March 23, 2021:

13 Just Fuck you you Goddamn dishonest criminal!!

14 PS Fuck your mother too!!

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

18 Just Fuck You!

19 Miserable gold digging cunt!

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

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² Exhibit 20 is duplicative of Exhibit 19.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15

16 FUCK YOU and Fuck your miserable cunt mother

17

18 Fuck You and your fucking shit family!

19

20 Fuck you and your shit mother

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1 Fuck you and your shit mother

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

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

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

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

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

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

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

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

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

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

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

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

13 *Attorney Fees*

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

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

20 ////

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

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

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

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

7 ORDERS

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

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

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

20 ////

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

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

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

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

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

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

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

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

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

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

7 Dated this 26th day of July, 2021

8 

9 5B9 812 4462 337F
10 Rebecca L. Burton
11 District Court Judge
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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Cristina Hinds, Plaintiff

CASE NO: D-18-571065-D

7 vs.

DEPT. NO. Department C

8 Craig Mueller, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 7/26/2021

15 Lorien Cole lorien@willicklawgroup.com

16 Reception Reception email@willicklawgroup.com

17 Mallory Yeargan Mallory@willicklawgroup.com

18 Craig Mueller craig@craigmuellerlaw.com

19 Dawn Throne dawn@thronehauser.com

20 Radford Smith rsmith@radfordsmith.com

21 John Schaller johns@craigmuellerlaw.com

22 Lynn Shoen Lynn@craigmuellerlaw.com

23 Craig Mueller electronicservice@craigmueller.law.com

24 Michael Mcavoyamaya mmcavoyamayalaw@gmail.com

25 Susie Ward susie@craigmuellerlaw.com
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27
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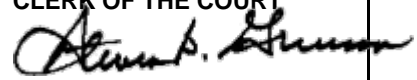
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JOEL SELIK

Joel@SelikLaw.com

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MEMO
WILLICK LAW GROUP
MARSHAL S. WILLICK, 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
Attorneys 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:

PLAINTIFF'S MEMORANDUM OF FEES AND COSTS

This *Memorandum of Fees and Costs* in the above referenced case is provided to the Court indicating fees and costs expended by the Plaintiff, Cristina Hinds, between the date we were retained, or February 19, 2020, through the date of the *Memorandum*, pursuant to the *Findings of Fact, Conclusions of Law, and Orders* ("Decision"). The Court's Decision indicated that it only wanted Cristina's attorney's fees submitted for the contempt issues that were satisfied two days prior to the evidentiary hearing, and the fees and costs incurred after the date Cristina conceded she owed Craig \$36,871.00 from the Meadows Bank Account.

Therefore, the billing redacted all billings not related to the contempt issues prior to the date Cristina conceded to owing Craig the \$36,871, which was May 28, 2020. All billings are submitted after that date as requested by the Court's Decision.

I. FEES AND COSTS INCURRED

1. Marshal S. Willick, Esq., is the Principal Attorney for the WILICK LAW GROUP and has produced this *Memorandum of Fees and Costs*.¹

2. Cristina Hinds' billing records in the above referenced case February 19, 2020, through August 10, 2021, reflect the following time entries from WILICK LAW GROUP staff, a detailed summary of which is attached as Exhibit "1":

Paralegal time non-billable:	10.1	@	\$0.00	\$0.00
Paralegal time:	68.0	@	\$175.00	\$11,900.00
Associate time:		@	\$300.00	\$0.00
Associate time:	32.8	@	\$375.00	\$12,300.00
Associate time:	36.9	@	\$400.00	\$14,760.00
Associate time non-billed:	4.1	@	\$0.00	\$0.00
Mr. Willick's time:	28.9	@	\$600.00	\$17,340.00
Mr. Willick's non-billed time:	7.6	@	\$0.00	\$0.00
TOTAL SERVICES				
3. Total Hours Expended:				188.4
4. Total Costs:				\$748.25
5. Total Fees:				\$56,300
6. Total Interest:				\$287.63
7. Total Fees, Costs, and Interest Case to Date:				\$57,335.88

¹ Our calendar indicates that this Memorandum of Fees and Costs was actually due yesterday; unfortunately, the paralegal who was actually going to file the document was out of the office. We respectfully request the Court grant us a one-day enlargement of time to file the document; we do not believe anyone would be prejudiced in any way.

1 8. Time designated as “No Charge” on Cristina’s billing statement was not
2 charged to Cristina by her counsel, and is not included in the total amounts of
3 attorneys’ fees incurred by Cristina, as set forth above.

4
5 **II. LIMITED LEGAL ARGUMENT**

6 **A. Legal Basis**

7 The fees requested are reasonable after considering the argument and
8 documents presented by Cristina, and pursuant to the grounds clearly set forth in the
9 Court’s Decision.

10 **B. Disparity in Income**

11 The Court must also consider the disparity in the parties’ income pursuant to
12 *Miller*² and *Wright v. Osburn*.³ Therefore, parties seeking attorney fees in family law
13 cases must support their fee request with affidavits or other evidence that meets the
14 factors in *Brunzell*⁴ and *Wright*⁵. We will provide the *Brunzell* analysis below. As
15 to *Wright*, the holding is minimal. It specifically says:

16 The disparity in income is also a factor to be considered in the award of
17 attorney fees. It is not clear that the district court took that factor into
consideration.⁶

18 The Court did not hold that the decision of the award of attorney’s fees hinged on a
19 disparity in income. Only that it is one of the many factors that must be considered.
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23 ² 121 Nev. 619, 119 P.3d 727 (2005).

24 ³ 114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998).

25 ⁴ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).

26 ⁵ 114 Nev. 1367, 970 P.2d 1071 (1998).

27 ⁶ *Id.* at 1370, 970 P.2d at 1073 (1998).
28

1 **C. *Brunzell* Factors**

2 With specific reference to Family Law matters, the Court has adopted
3 “well-known basic elements,” which in addition to hourly time schedules kept by the
4 attorney, are to be considered in determining the reasonable value of an attorney’s
5 services qualities, commonly referred to as the *Brunzell*⁷ factors:

- 6 1. *The Qualities of the Advocate:* his ability, his training, education,
7 experience, professional standing and skill.
8 2. *The Character of the Work to Be Done:* its difficulty, its intricacy, its
9 importance, time and skill required, the responsibility imposed and the
10 prominence and character of the parties where they affect the
11 importance of the litigation.
12 3. *The Work Actually Performed by the Lawyer:* the skill, time and
13 attention given to the work.
14 4. *The Result:* whether the attorney was successful and what benefits
15 were derived.

16 Each of these factors should be given consideration, and no one element should
17 predominate or be given undue weight.⁸ Additional guidance is provided by
18 reviewing the “attorney’s fees” cases most often cited in Family Law.⁹

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

22 First, respectfully, we suggest that the supervising counsel is A/V rated, a
23 peer-reviewed and certified (and re-certified) Fellow of the American Academy of
24 Matrimonial Lawyers, and a Certified Specialist in Family Law.

25 ⁷ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

26 ⁸ *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

27 ⁹ Discretionary Awards: Awards of fees are neither automatic nor compulsory, but within
28 the 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 Lorien K. Cole, Esq., the attorney primarily responsible for drafting this
2 document, practices under the supervision of Mr. Willick, Esq., and is a Certified
3 Specialist in Family Law.

4 As to the “character and quality of the work performed,” we ask the Court to
5 find our work in this matter to have been adequate, both factually and legally; we
6 have diligently reviewed the applicable law, explored the relevant facts, and believe
7 that we have properly applied one to the other.

8 The fees charged by paralegal staff are reasonable, and compensable, as well.
9 The tasks performed by staff in this case were precisely those that were “some of the
10 work that the attorney would have to do anyway [performed] at substantially less cost
11 per hour.”¹⁰ As the Nevada Supreme Court reasoned, “the use of paralegals and other
12 nonattorney staff reduces litigation costs, so long as they are billed at a lower rate,”
13 so “‘reasonable attorney’s fees’ . . . includes charges for persons such as paralegals
14 and law clerks.”

15 Mallory Yeargan, paralegal with the WILLICK LAW GROUP, was assigned
16 to Cristina’s case. Mallory has been a paralegal for a total of 17 years, and has
17 assisted attorneys in complex family law cases for several years.

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22 *****
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24 *****
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28 ¹⁰ *LVMPD v. Yeghiazarian*, 129 Nev. 760, 312 P.3d 503 (2013) citing to *Missouri v. Jenkins*, 491 U.S. 274 (1989).

1 Finally, as evidenced by the Court's findings and orders issued on July 26,
2 2021, the work performed by the WILLICK LAW GROUP was successful and
3 resulted in Cristina being the prevailing party.

4 **DATED** this 10th of August, 2021.

5 Respectfully Submitted By:
6 WILLICK LAW GROUP

7 /s/ Lorien K. Cole

8 MARSHAL S. WILLICK, ESQ.
9 Nevada Bar No. 2515
10 LORIEN K. COLE, ESQ.
11 Nevada Bar No. 11912
12 3591 E. Bonanza, Suite 200
13 Las Vegas, Nevada 89110-2101
14 (702) 438-4100 Fax (702) 438-5311
15 Attorneys for Plaintiff
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2. I am an attorney duly licensed to practice law in the State of Nevada, I am employed by the WILLICK LAW GROUP, and I am one of the attorneys representing the Plaintiff, Cristina Hinds.

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

EXECUTED this 10th day of August, 2021.

/s/ Lorien K. Cole

LORIEN K. COLE, ESQ.

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW
3 GROUP and that on this 11th day of August, 2021, I caused the above and foregoing
4 document to be served as follows:

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

16 To the litigant(s) listed below at the address, email address, and/or facsimile
17 number indicated below:

18 Michael J. McAvoy-Amaya, Esq.
19 4539 Paseo Del Ray
20 Las Vegas, NV 89121
21 mmcavoyamayalaw@gmail.com
22 *Attorney for Defendant*

23 /s/ Mallory Yeargan

24 An Employee of the Willick Law Group

25 P:\wp19\HINDS,C\DRAFTS\00512040.WPD\my

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Willick Law Group
3591 E. Bonanza Rd., Suite 200
Las Vegas, Nevada 89110-2101
Web page: www.willicklawgroup.com
Billing Q&A faith@willicklawgroup.com

Ms. Cristina Hinds

RE: Hinds v Mueller, Craig
D-18-571065-D

Professional Services

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Wednesday, February 19, 2020			
Thursday, February 20, 2020			
Friday, February 21, 2020			



<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
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[Redacted Table Content]			
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Sunday, February 23, 2020

[Redacted Table Content]			
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Monday, February 24, 2020

[Redacted Table Content]			
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<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
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Tuesday, February 25, 2020



MY	Office meeting with Marshal re: Letter to Michael McAvoy-Amaya/ Judgment	0.20	35.00
MY	Office meeting with Marshal re: demand letter	0.10	17.50
MY	Proofread demand letter to Michael McAvoyamaya	0.20	35.00

Wednesday, February 26, 2020



MSW	Review and Revise Demand Letter letter with further information provided; correspondence to confirm.	0.60	360.00
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Thursday, February 27, 2020





<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
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[Redacted Table Content]			
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Friday, February 28, 2020

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Saturday, February 29, 2020

[Redacted Table Content]			
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Monday, March 2, 2020

[Redacted Table Content]			
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<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
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Tuesday, March 3, 2020



Wednesday, March 4, 2020



Thursday, March 5, 2020





<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
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Friday, March 6, 2020



Monday, March 9, 2020



Tuesday, March 10, 2020





<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
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Wednesday, March 11, 2020



MY	Office meeting with Marshal re: Letter to Michael McAvoy-Amaya	0.10	17.50
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Thursday, March 12, 2020



Monday, March 16, 2020



Tuesday, March 17, 2020



MY	Office meeting with Marshal re: motion for contempt	0.10	17.50
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<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
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Wednesday, March 18, 2020



MY	Begin drafting Motio to Enforce Stipulation and Order re: Parenting Agreement and Child Support	1.00	175.00
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Thursday, March 19, 2020



Friday, March 20, 2020



<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
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Monday, March 23, 2020

MY	Finish drafting Motion to Enforce Stipulated Decree of Divorce, et. al., for Marshal's edits	1.50	262.50
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MY	Office meeting with Marshal re: Motion to Enforce Stipulated Decree of Divorce; Stipulation and Order re: Parenting Agreement and Child Support	0.10	17.50
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MY	Second office meeting with Marshal re: motion to enforce Decree of Divorce and Stipulation and Order re: Parenting Agreement and Child Support	0.10	17.50
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Tuesday, March 24, 2020

MY	Office meeting with Lorien and Marshal re: Motion to Enforce Orders	0.10	17.50
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<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Wednesday, March 25, 2020			
MY	Proofread Motion to Enforce orders	0.20	35.00
MY	Begin drafting Ex Parte Application for Order to Show Cause	0.20	35.00
MY	Continue drafting Ex Parte Application for Order to Show Cause; and Orders to Show Cause	0.50	87.50
LKC	Finalize letter and send to client, briefly review Marshal's motion (waive some time for this).	0.30	112.50
MSW	Review and Revise Motion draft; review and comment on letter to opposing counsel on financials. Phone conference with Ms. Cole. Further emails.	2.60	1,560.00
Thursday, March 26, 2020			
MY	Office meeting with Marshal re: detailed Declaration of Cristina Hinds	0.10	17.50
MY	Edit Cristina's declaration in Motion to Enforce Orders	0.60	105.00
MY	Office meeting with Marshal re: Filing motion	0.10	17.50
MY	Second office meeting with Marshal re: changes to motion	0.10	17.50
MY	Email to Cristina re: text messages	0.10	17.50
MY	Make additional edits to motion to enforce orders	0.80	140.00
MY	Save and organize text messages between Craig; Cristina; and Cristina's mother	0.20	35.00
MY	Office meeting with Marshal re: Text messages	0.10	17.50
MY	Office meeting with Marshal re: changes to motion/exhibits	0.10	17.50
MY	Email to Cristina re: Motion; Convert documents to pdf's for Cristina	0.20	35.00
MY	Draft Exhibit to Motion to Enforce Stipulation and Order Re: Parenting Agreement and Child Support	0.60	105.00
MY	Read emails from Cristina re: motion NO CHARGE	0.10	N/C
MSW	Review and respond to Emails. Second edit of amended Motion, with new information and exhibits. Instructions to staff to prepare and file, check Financial Disclosure Form, and prepare Ex Parte Application.	1.10	660.00
Friday, March 27, 2020			
MY	Edit exhibits to motion to enforce stipulation and order	0.10	17.50
MY	Combine exhibit list and exhibits for Marshal's review	0.10	17.50
MY	Draft motion coversheet; Sign motion and exhibits, and combine signature pages to motion and exhibits	0.40	70.00
MY	Office meeting with Marshal re: filing motion	0.10	17.50
MY	Prepare and submit motion and exhibits for filing	0.30	52.50
MY	Office meeting with Marshal re: documents filed	0.10	17.50
MY	Calendar hearing date for May 26, 2020	0.10	17.50
MSW	Approve Exhibits and direct filing.	0.10	60.00

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Tuesday, March 31, 2020			
Thursday, April 2, 2020			
MY	Calendar due dates for opposition and reply to motion to enforce Stipulation and Order, et. al.	0.20	35.00
Monday, April 6, 2020			
Tuesday, April 7, 2020			
Friday, April 10, 2020			
MY	Office meeting with Marshal re: Order to Show Cause	0.10	17.50
LKC	Conference with opposing counsel re: extension to file the opposition to motion and the issues raised in the motion, deadlines, reimbursements, and custody. Respond re extension request.	0.80	300.00
MSW	Telephone Conference with opposing counsel and Ms. Cole.	0.40	240.00

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Monday, April 13, 2020			
MY	Read emails between Lorien and Michael McAvoyamaya re: extension to file opposition NO CHARGE	0.10	N/C
MY	Calendar due date for opposition to motion to enforce Stipulation and Order, et. al.	0.10	17.50
Friday, April 17, 2020			
Tuesday, April 21, 2020			
Wednesday, April 22, 2020			
LKC	Phone conference with client to discuss the reply to opposition, the client's concerns, and response.	0.40	150.00
Tuesday, April 28, 2020			
MY	Begin drafting reply to response to motion to enforce orders	0.30	52.50
Wednesday, April 29, 2020			
Thursday, April 30, 2020			
MY	Office meeting with Lorien re: Reply	0.10	17.50
Wednesday, May 6, 2020			
Thursday, May 7, 2020			
Friday, May 8, 2020			
MY	Office meeting with Lorien re: Ex Parte Applications/Orders to Show Cause	0.10	17.50
MY	Second office meeting with Lorien re: Ex Parte Application for Order to Show Cause	0.10	17.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
LKC	Finished editing/drafting the Application for Order to Show Cause and Order to Show Cause, discuss issues with client and sent correspondence to opposing counsel.	1.00	375.00
Monday, May 11, 2020			
MSW	Review and Revise Declaration; instructions to staff.	0.20	120.00
MY	Office meeting with Lorien re: Declaration of MSW	0.10	17.50
MY	Prepare and submit Declaration of MSW for filing	0.30	52.50
MY	Prepare and submit Ex Parte Application for filing	0.30	52.50
Tuesday, May 12, 2020			
LKC	Began drafting the reply to the responsive pleading filed by Craig to our motion for order to show cause.	2.50	937.50
Wednesday, May 13, 2020			
MY	Email to Dept. C re: Order to Show Cause	0.20	35.00
Thursday, May 14, 2020			
LKC	Finished drafting the Reply to Craig's response, made the MLAW calculation for arrears on the medical and infiniti records, sent client correspondence, sent opposing counsel correspondence.	8.20	3,075.00
Friday, May 15, 2020			
MY	Read emails between Lorien and Cristian re: Schedule of Arrearas NO CHARGE	0.10	N/C
MY	Office meeting with Lorien and Marshal re: reply	0.10	17.50
MY	Office meeting with Lorien re: reply	0.10	17.50
MY	Email to Cristina re: reply and opposition	0.10	17.50
MSW	Review and Revise Reply.	2.10	1,260.00
Monday, May 18, 2020			
MY	Review and respond to email from Cristina re: e-signature	0.10	17.50
MY	Office meeting with Lorien re: additional citations to add to reply	0.10	17.50
MY	Office meeting with Marshal and Lorien re: Lorien's edits to reply	0.10	17.50
MY	Second office meeting with Lorien re: reply	0.10	17.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Tuesday, May 19, 2020			
MY	Office meeting with Lorien re: filing reply	0.10	17.50
MY	Office meeting with Lorien re: exhibit to reply	0.10	17.50
MY	Proofread and edit Reply to Response to Motion for Order to Show Cause	0.30	52.50
MY	Prepare and submit Reply and Opposition to Response to Motion for Order to Show Cause for filing	0.30	52.50
MY	Save and upload reply to opposition to MyCase NO CHARGE	0.10	N/C

Wednesday, May 20, 2020

Thursday, May 21, 2020

Friday, May 22, 2020

Monday, May 25, 2020

Tuesday, May 26, 2020

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
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Wednesday, May 27, 2020

Thursday, May 28, 2020

MY	Office meeting with Lorien re: Financial Disclosure Form	0.10	17.50
MY	Telephone Conference with Cristina re: P&L sheet	0.10	17.50
MY	Second office meeting with Lorien re: Telephone Conference with Cristina	0.10	17.50
MY	Edit Financial Disclosure Form	0.20	35.00
MY	Telephone Conference with Susan Stanton re: P&L statement	0.10	17.50
MY	Office meeting with Lorien re: Telephone Conference with Susan Stanton	0.10	17.50
MY	Prepare and submit Financial Disclosure Form for filing	0.30	52.50
MY	Attend hearing on May 28, 2020	1.40	245.00
MY	Read email from Lorien to Cristina re: Behavior order violations NO CHARGE	0.10	N/C
LKC	Prep with Mr. Willick re: last minute changes/comments/facts for the hearing, attend hearing, follow up after hearing with staff and Mr. Willick.	1.00	375.00
MSW	Prepare for and attend hearing in Dept. C.	1.70	1,020.00

Friday, May 29, 2020

MY	Draft Order from December 13, 2020	1.30	227.50
MY	Office meeting with Lorien re: Order from December 13, 2019	0.10	17.50
MY	Begin drafting Order from May 26, 2020	0.40	70.00
LKC	Communication with client and opposing counsel re: insurance check and affidavits.	0.10	0.00

Wednesday, June 3, 2020

MY	Office meeting with Lorien re: letter from WFG National Title Insurance Company	0.10	17.50
MY	Office meeting with Lorien; Marshal; and Richard Crane re: letter from insurance company	0.10	17.50
MY	Read emails between Lorien; Cristina; and Marshal re: Craig's boat; letter from insurance company; and affidavits NO CHARGE	0.20	N/C
MY	Office meeting with Lorien re: return form to insurance company	0.10	17.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
MY	Email to WFG National Title Insurance Company re: verification of lien against Craig A. Mueller	0.10	17.50
MY	Read emails between Cristina and Marshal re: Craig's boat NO CHARGE	0.10	N/C
MY	Office meeting with Lorien re: Judgment	0.10	17.50
MY	Request hearing video from May 28, 2020	0.10	17.50
MY	Check case status online NO CHARGE	0.10	N/C
MY	Calendar due dates	0.10	17.50
MY	Download hearing video from May 28, 2020	0.10	17.50
MY	Request transcript from Rev.com re: hearing on May 28, 2020	0.20	35.00
LKC	Correspondence with client and office re: judgment and affidavit information.	0.20	75.00
LKC	Ran MLAW calculation and sent for judgment collection.	0.10	37.50
MSW	Review and respond to Emails.	0.30	180.00
Thursday, June 4, 2020			
MY	Download and save transcript from May 28, 2020	0.20	35.00
MY	Office meeting with Lorien re: transcript from May 28, 2020	0.10	17.50
MY	Begin drafting Order from May 28, 2020	0.30	52.50
Friday, June 5, 2020			
MY	Office meeting with Lorien re: orders	0.10	17.50
Tuesday, June 9, 2020			
MY	Check case status online NO CHARGE	0.10	N/C
Friday, June 12, 2020			
MY	Check case status online NO CHARGE	0.10	N/C
Wednesday, June 17, 2020			
MY	Office meeting with Lorien re: response from Cristina	0.10	17.50
LKC	Reviewed the court minutes and the draft order from December 13, 2019, finalize and send to opposing counsel to sign.	0.30	112.50
LKC	Draft the order from the May 28 hearing.	0.50	187.50
Thursday, June 18, 2020			
MY	Office meeting with Lorien re: status from Cristina	0.10	17.50
MY	Read email between Lorien and Cristina re: status NO CHARGE	0.10	N/C
MY	Calendar due dates for direct submission of orders	0.10	17.50
Tuesday, June 23, 2020			
MY	Office meeting with Lorien re: trial team meeting	0.10	17.50
MY	Calendar trial team meeting NO CHARGE	0.10	N/C
MY	Office meeting with Lorien re: status from title company	0.10	17.50
LKC	Discuss trial issues and judgment, following up on both.	0.10	37.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Thursday, June 25, 2020			
MY	Office meeting with Lorien re: speaking with lender	0.10	17.50
MY	Telephone Conference with WF National Title re: judgment on 2429 Crane Court	0.20	35.00
MY	Update address file NO CHARGE	0.10	N/C
Tuesday, June 30, 2020			
MY	Update due dates for trial on July 30, 2020	0.20	35.00
MY	Office meeting with Lorien re: zoom meeting	0.10	17.50
MY	Office meeting with Marshal and Lorien re: trial on July 30, 2020	0.40	70.00
MY	Telephone Conference with Virginia Williams re: lender contact information	0.20	35.00
MY	Per Lorien and Marshal's request-Create list of discovery; correspondence; and pleadings with attached documents for email to Cristina	0.80	140.00
MY	Calendar reminder for Lorien re: exhibits	0.10	17.50
MY	Office meeting with Lorien and Faith re: payment made by Cristina NO CHARGE	0.10	N/C
MY	Office meeting with Lorien and Marshal re: Telephone Conference with Cristian	0.10	17.50
MSW	Trial team meeting. Assignments and instructions.	0.40	240.00
LKC	Trial team meeting with office staff and Mr. Willick.	0.40	150.00
Thursday, July 2, 2020			
MY	Begin drafting Opposition to Motion to Set Aside Stipulation and Order, et. al.	0.30	52.50
MY	Office meeting with Lorien re: direct submission of orders	0.10	17.50
MY	Prepare and submit Orders from December 13, 2020 and May 28, 2020 to Dept. C for signature	0.40	70.00
MY	Second office meeting with Lorien re: direct submission of orders	0.10	17.50
Tuesday, July 7, 2020			
MY	Begin preparing trial exhibit book list	0.80	140.00
MY	Office meeting with Lorien re: trial subpoenas	0.10	17.50
MY	Second office meeting with Lorien re: trial Subpoenas	0.10	17.50
MY	Email to Carol Bray re: Trial Witness Subpoena	0.10	17.50
MY	Email to Radford Smith re: Trial Witness Subpoena	0.10	17.50
MY	Email to Jennifer Allen with Anthem Forensics re: Trial Witness Subpoena	0.10	17.50
MY	Office meeting with Lorien re: witnesses	0.10	17.50
Wednesday, July 8, 2020			
MY	Office meeting with Lorien re: Stipulation and Order to Continue	0.20	35.00
MY	Draft Stipulation and Order to Continue Evidentiary Hearing	0.40	70.00
MY	Second office meeting with Lorien re: Stipulation and Order	0.10	17.50
LKC	Conference with Michelle Hauser re: trial, discovery, sent	0.50	187.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
	message to Michael re: same. Sent correspondence to Throne/Hauser re: discovery. Correspondence with opposing counsel re: orders and trial.		
Thursday, July 9, 2020			
LKC	Edited and sent the stipulation and order to continue trial, correspondence with client re: documents and an examination of judgment debtor. Respond to Anthem forensics re: testimony.	0.30	112.50
Friday, July 10, 2020			
MSW	Review and respond to Emails.	0.10	60.00
LKC	Conference with client re: judgement debtor info and office conference with Vicki re: meeting with FL attorney.	0.10	37.50
MY	Office meeting with Lorien	0.10	17.50
MY	Telephone Conference with Kyle Bass' office re: Telephone Conference with with Lorien	0.10	17.50
MY	Second office meeting with Lorien re: Telephone Conference with Kyle Bass	0.10	17.50
MY	Second Telephone Conference with Kyle Bass's office re: Telephone Conference with Lorien	0.10	17.50
MY	Prepare and submit Stipulation and Order to Continue Evidentiary Hearing for Judge's signature	0.20	35.00
MY	Telephone Conference with Dept. C re: Order from May 28, 2020	0.10	17.50
MY	Prepare and submit Order from May 28, 2020, Hearing for Judge's signature	0.20	35.00
Monday, July 13, 2020			
MY	Draft Stipulation and Order to Continue Evidentiary Hearing	0.20	35.00
LKC	Conference with client re collecting judgment and conference with FL attorney and brainstorm re same.	0.50	187.50
Tuesday, July 14, 2020			
MY	Office meeting with Lorien re: Notice of Entry of Stipulation and Order	0.10	17.50
MY	Draft Notice of Entry of Order from May 28, 2020, Hearing	0.10	17.50
MY	Office meeting with Lorien re: Notice of Entry of Order from May 28, 2020, hearing	0.10	17.50
MY	Prepare and submit Notice of Entry of Order from May 28, 2020, Hearing; and Notice of Entry of Stipulation and Order to Continue Evidentiary Hearing, for filing	0.30	52.50
MY	Email to Cristina re: Stipulation and Order to Continue Evidentiary Hearing	0.10	17.50
MY	Review and respond to email from Michelle Hauser re: discovery/trial continuance	0.10	17.50
LKC	Sign/file notices of entries on judgment and stipulation and order.	0.10	37.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Wednesday, July 15, 2020			
MY	Review and respond to email from Michelle Hauser re: thumb drive	0.10	17.50
Thursday, July 16, 2020			
MY	Email to Jennifer Allen re: trial continued to April 1, 2021	0.10	17.50
MY	Email to Radford Smith re: trial continued to April 1, 2020	0.10	17.50
MY	Email to Throne & Hauser re: trial continued to April 1, 2021	0.10	17.50
MY	Office meeting with Lorien re: trial subpoena's	0.10	17.50
MY	Read email from Jennifer Allen re: trial continuance NO CHARGE	0.10	N/C
Tuesday, July 21, 2020			
MY	Draft Notice of Entry of Order from December 13, 2020, Hearing	0.10	17.50
MY	Prepare and submit request for Junes Legal Service to pick up documents from Throne & Hauser	0.20	35.00
MY	Telephone Conference with Junes Legal Service re: request	0.10	17.50
MY	Review and respond to email from Throne & Hauser re: thumb drive	0.10	17.50
Wednesday, July 22, 2020			
MY	Office meeting with Lorien re: Notice of Entry of Order from December 13, 2020	0.10	17.50
MY	Edit Notice of Entry of Order; Prepare and submit Notice of Entry of Order from December 13, 2019, Hearing	0.30	52.50
Thursday, July 23, 2020			
LKC	Respond to client re: the deposition transcripts and discovery.	0.10	37.50
Friday, July 24, 2020			
MY	Office meeting with Lorien re: Cristina's deposition transcript	0.10	17.50
MY	Read email between Lorien and Cristina re: deposition transcript NO CHARGE	0.10	N/C
MY	Second office meeting with Lorien re: Craig's deposition	0.10	17.50
MY	Per Lorien search for emails from court reporter re: price quotes for Cristina's deposition	0.30	52.50
Tuesday, July 28, 2020			
MY	Office meeting with Lorien re: Cristina's depo	0.10	17.50
MY	Upload deposition transcripts to MyCase NO CHARGE	0.10	N/C
LKC	Send client correspondence re discovery on collection issues and the deposition transcripts.	0.10	37.50
Wednesday, July 29, 2020			
MY	Office meeting with Lorien re: Conference call with Cristina	0.10	17.50
LKC	Review and respond to client re case and trial prep.	0.10	37.50
MSW	Review and respond to Emails re: long delay to trial and what to	0.10	60.00

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
	do between now and then.		
Monday, August 3, 2020			
MY	Continue downloading and combining discovery NO CHARGE	1.20	N/C
Friday, September 4, 2020			
LKC	Review and respond to Kyle Bass re case and request information from client.	0.10	37.50
Monday, September 21, 2020			
MY	Download discovery from Dawn Throne NO CHARGE	0.20	N/C
Thursday, October 8, 2020			
MSW	Review and respond to Emails.	0.30	180.00
MY	Read email between Lorien and Cristina re: Judgment NO CHARGE	0.10	N/C
LKC	Review and respond to client re: collections on Craig's judgments.	0.10	37.50
Monday, January 25, 2021			
MY	Office meeting with Lorien re: trial	0.10	17.50
Friday, January 29, 2021			
MY	Office meeting with Lorien re: trial team meeting	0.10	17.50
LKC	Discuss the association of counsel on collections issue with MSW, setting a trial meeting with all involved including collecitons attorney.	0.10	37.50
Thursday, February 4, 2021			
LKC	Confer with client re setting up a meeting to discuss the trial, followed up with Mallory re same.	0.10	37.50
Friday, February 5, 2021			
MY	Office meeting with Lorien re: scheduling meeting with Cristina	0.10	17.50
MY	Second office meeting with Lorien re: zoom meeting with Cristina	0.10	17.50
MY	Create zoom invitation for meeting with Lorien; Marshal; and Cristina Hinds	0.10	17.50
LKC	Review and respond to client re travel with children during COVID.	0.10	37.50
Monday, February 8, 2021			
LKC	Conference call with client re: the upcoming trial, items to follow up on. Discuss the witnesses and evidence, association of counsel.	0.40	150.00
MSW	Zoom call.	0.30	180.00

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Tuesday, February 16, 2021			
MY	Office meeting with Lorian re: trial	0.10	17.50
Thursday, February 18, 2021			
LKC	Began reviewing and taking notes on all discovery issued by Throne & Hauser for trial preparation.	1.00	375.00
Wednesday, February 24, 2021			
LKC	Continued reviewing discovery and documenting relevant contents.	1.00	375.00
Thursday, February 25, 2021			
LKC	Continued reviewing and documenting relevant discovery (tedious and time consuming as all disclosures were produced seperately by Christina's former counsel, none of them have a comprehensive index and many don't have dates on the bank statements and include groups of bank statements that have more than one account).	1.80	675.00
Friday, February 26, 2021			
MY	Edit Trial Witness Subpoenas for Carol Bray; Dawn Throne and/or Michelle Hauser; Radford Smith; and Anthem Forensics	0.30	52.50
MY	Office meeting with Lorian re: trial witness subpoenas	0.10	17.50
MY	Office meeting with Lorian re: Trial on April 1, 2021	0.10	17.50
LKC	Continued reviewing and documenting relevant discovery (tedious and time consuming as all disclosures were produced seperately by Christina's former counsel, none of them have a comprehensive index and many don't have dates on the bank statements and include groups of bank statements that have more than one account). Also went through Defendant's disclosures (a bit easier as they have a full index, but some do not have dates in the indexes).	1.30	487.50
LKC	Continued reviewing and making notes for every single allegation, referenced back to where the allegation was made, the discovery to back it up, and other comments related to the allegation or discovery to prepare for trial, and to send to client for discussion purposes.	2.70	1,012.50
Monday, March 1, 2021			
MY	Office meeting with Lorian re: Tenth Supplemental Disclosures	0.10	17.50
MY	Save documents and eliminate duplicates NO CHARGE	1.00	N/C
MY	Bates stamp documents and draft Second Supplemental List of Witnesses and Document Disclosures	0.80	140.00
MY	Office meeting with Lorian re: additional documents add to disclosure	0.10	17.50
MY	Prepare and submit Willick Law Group's Sceond Supplemental List of Witnesses and Document Disclosures Pursuant NRCP Rule 16.2	0.20	35.00

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
LKC	Sent an email and a text to client re: trial prep and the letter I prepared, what we need from her related to the Mutual Behavior Order violations. Received documents from client for discovery, reviewed same, approved and signed disclosures, started reviewing discovery for trial,	0.50	187.50
Tuesday, March 2, 2021			
MY	Bates stamp documents; continue drafting trial exhibit index	1.20	210.00
MY	Telephone Conference with Throne & Hauser re: 10th supplemental disclosures	0.10	17.50
MY	Office meeting iwth Lorien re: subpoenas	0.10	17.50
MY	Office meeting with Lorien re: trial exhibit index	0.10	17.50
MY	Second office meeting with Lorien re: subpoenas	0.10	17.50
MY	Email to Michelle Hauser re: 10th supplemental disclosures	0.10	17.50
MY	Second office meeting with Lorien re: exhibits	0.10	17.50
MY	Telephone Conference with Dept. C re: submission of exhibits	0.20	35.00
Wednesday, March 3, 2021			
MY	Office meeting with Lorien re: subpoenas	0.10	17.50
MY	Office meeting with Lorien re: Carol Bray	0.10	17.50
MY	Telephone Conference with Joel Selik re: access to MyCase portal	0.10	17.50
MY	Office meeting with Marshal re: Telephone Conference with Joel Selik	0.10	17.50
MY	Add Joel Selik and staff to MyCase portal	0.10	17.50
MY	Update address file NO CHARGE	0.10	N/C
Thursday, March 4, 2021			
MY	Office meeting with Lorien re: subpoena to Thorne & Hauser	0.10	17.50
MY	Office meeting with Lorien re: Michelle Hauser	0.10	17.50
MY	Draft Trial Witness Subpoena for the Honorable Dawn R. Throne	0.10	17.50
MY	Second office meting with Lorien re: subpoenas to Throne & Hauser	0.10	17.50
MY	Telephone Conference with Dept. U re: service of subpoena on Judge Throne	0.20	35.00
MY	Office meeting with Lorien re: Telephone Conference with Dept. U	0.10	17.50
MY	Continue pulling exhibits; and drafting trial exhibit index	2.50	437.50
MY	Second Telephone Conference with Dept. W re: service of subpoena on Judge Throne	0.10	17.50
MY	Telephone Conference with Adrian Viesca, Esq., re: subpoena for Judge Dawn R. Throne	0.10	17.50
MY	Office meeting with Lorien re: Telephone Conference with Adrian Viesca	0.10	17.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Friday, March 5, 2021			
MY	Office meeting with Lorien re: serviing subpoenas on Michelle Hauser and Judge Throne	0.10	17.50
MY	Telephone Conference with Joel Selik re: adding another assitant to MyCase	0.10	17.50
MY	Add second legal assistant to MyCase portal for Joel Selik	0.10	17.50
MY	Office meeting with Lorien re: trial exhibits	0.10	17.50
MY	Edit subpoenas for Honorable Dawn R. Throne; Michelle Hauser; and Carol Bray; P	0.20	35.00
MY	Office meeting with Lorien re: Subpoena for Carol Bray	0.10	17.50
MY	Prepare and submit Trial Witness Subpoenas for Honorable Dawn R. Throne; Michelle Hauser; and Carol Bray	0.30	52.50
MY	Office meeting with Justin re: subpoena rules NO CHARGE	0.30	N/C
MY	Search rules for servce of subpoenas NO CHARGE	0.70	N/C
LKC	Review and sign witness subpoenas for Throne & Hauser	0.10	37.50
Monday, March 8, 2021			
MY	Telephone Conference with Joel Selik's office re: MyCase invite	0.10	17.50
LKC	Reviewed pleadings and evidence to prep for trial, created supplement to Order to Show Cause, exhibits for Order to Show Cause, drafted and updated Schedule of Arrears, drafted proposed Order to Show Cause, correspondence to client to clarify various issues.	2.00	750.00
Tuesday, March 9, 2021			
MY	Edit Amended Schedule of Arrears	0.10	17.50
MY	Proofread/Edit Supplement to Ex Parte Application for Order to Show Cause	0.20	35.00
MY	Read emails between Lorien and Cristina re: Supplement to Ex Parte Application for Order to Show Cause NO CHARGE	0.10	N/C
MY	Prepare and submit request to process server for service of Trial Witness Subpoenas on Carol Bray; Michelle Hauser; and Judge Dawn R. Throne	0.50	87.50
MY	Office meeting with Lorien re: subpoenas/exhibits	0.20	35.00
MY	Continue organizing Bank of Nevada statements (3258) for trial exhibits; Continue drafting trial exhibits index	1.70	297.50
LKC	Discussed subpoena and witness fee issues, prepping for trial and discovery issues.	0.20	75.00
Wednesday, March 10, 2021			
MY	Edit Pretrial Memorandum	0.20	35.00
MY	Office meeting with Lorien re: pretrial memo	0.10	17.50
MY	Continue preparing trial exhibits for April 1, 2021	0.30	52.50
Thursday, March 11, 2021			
MY	Continue organizing exhibits; Continue drafting trial exhibit index; Begin assembling exhibits	2.40	420.00
MY	Additional time actually expended on this matter, but not	1.00	N/C

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
LKC	charged to Client as directed by Marshal Willick. NO CHARGE Conference with Judge Throne re testimony for trial, trial prep, calling her vs. Michelle, follow up with Mallory with instructions.	0.50	187.50
Friday, March 12, 2021			
MY	Office meeting with Lorien re: service of Subpoena on Michele Hauser	0.10	17.50
Monday, March 15, 2021			
MY	Finish organzinig Bank of Nevada statements; Finish draft trial exhibit list	2.10	367.50
Tuesday, March 16, 2021			
MY	Office meeting with Lorien re: Supplement to Ex Parte Application for Order to Show Cause	0.10	17.50
MY	Combine trial exhibits for Lorien's review	1.00	175.00
MY	Update address file NO CHARGE	0.10	N/C
MY	Office meeting with Lorien re: pretrial memo	0.10	17.50
MY	Office meeting with Lorien re: trial exhibits	0.10	17.50
MSW	Review and respond to Emails.	0.10	60.00
Wednesday, March 17, 2021			
MY	Telephone Conference with Junes Legal Service re: service of Carol Bray and Michelle Hauser	0.20	35.00
MY	Prepare and submit Affidavit of Service of Carol Bray and Adrian Viesca, Esq., for filing	0.20	35.00
MY	Office meeting with Lorien re: e-service list	0.20	35.00
MY	Second office meeting with Lorien re: e-service list	0.10	17.50
LKC	Review correspondence by collections attorney, reviewed correspondence from opposing counsel re case, drafted detailed response to all of counsel's questions related to the case.	0.70	262.50
Thursday, March 18, 2021			
MY	Read emails between Lorien; Marshal; and Joel Selik NO CHARGE	0.20	N/C
MY	Office meeting with Lorien re: trial exhibits	0.10	17.50
MSW	Review and respond to Emails.	0.20	120.00
Friday, March 19, 2021			
MY	Read emails from Joel Selik NO CHARGE	0.10	N/C
Tuesday, March 23, 2021			
MY	Office meeting with Lorien re: Supplemental Ex Parte Application for Order to Show Cause	0.10	17.50
MY	Office meeting with Lorien re: trial on April 1, 2021	0.10	17.50
MY	Second office meeting with Lorien re: Order to Show Cause	0.10	17.50
MY	Edit Supplement to Ex parte Application for Order to Show	0.50	87.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
	Cause, et al.; Pull and combine exhibits to supplement		
MY	Office meeting with Lorien re: MLAW Calculation	0.10	17.50
MY	Prepare and submit Supplement to the Ex Parte Application for an Order to Show Cause why Craig A. Mueller Should Not Be Held in Contempt for his Failure to Comply with the Terms of the Stipulated Decree of Divorce and Stipulation and Order re: Parenting Agreement and Child Support; and Schedule of Arrears Re Unpaid Medical Bills for filing	0.20	35.00
MY	Second office meeting with Lorien re: supplement to ex part application for order to show cause	0.10	17.50
MY	Office meeting with Lorien re: submitting Order to Show Cause to Dept. C	0.10	17.50
MY	Prepare and submit Order to Show Cause for Judge's signature	0.20	35.00
MY	Email to Dept. C re: courtesy copy of Supplement to Ex Parte Application for Order to Show Cause, et. al.	0.10	17.50
MSW	Review and respond to Emails.	0.20	120.00
LKC	Correspondence with Marshal, client, and collections attorney re trial strategy and organizing the issues for trial. Followed up with client for information on the Order to Show Cause issues. Updated Order to Show Cause, schedule of arrears, set pretrial conference with opposing counsel.	1.20	450.00
Wednesday, March 24, 2021			
MY	Office meeting with Lorien re: trial exhibits	0.10	17.50
MY	Second office meeting Lorien re: Trial on April 1, 2021	0.10	17.50
MY	Office meeting with Lorien re: judgments	0.10	17.50
MY	Second office meeting iwth Lorien re: judgments	0.10	17.50
MY	Read emails between Lorien and Michael McAvoyamaya re: judgments NO CHARGE	0.10	N/C
MY	Read additional emails between Lorien and Michael McAvoyamaya NO CHARGE	0.10	N/C
LKC	Pretrial conference with Mike McAvoyamaya re: trial and trial issues, set new deadlines. Discuss issues, re-review pleadings to prep for trial and strategy at trial, sent correspondence to Cristina and Marshal re same and doing a motion in limine. Discussion, phone conference with opposing counsel and emails, further explanation to opposing counsel to explain issues.	1.50	562.50
MSW	Review and respond to Emails.	0.60	360.00
Thursday, March 25, 2021			
LKC	Discussion with client about settlement and trial preparation, respond to correspondence from collections counsel re same.	0.50	200.00
MSW	Review and respond to Emails.	0.10	60.00
MY	Office meeting with Lorien re: trial on April 1, 2021	0.10	17.50
MY	Office meeting with Lorien re: witnesses	0.10	17.50
MY	Draft Request for audiovisual appearance/consent forms for witnesses	0.40	70.00
MY	Office meeting with Lorien re: Trial on April 1, 2021	0.10	17.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Friday, March 26, 2021			
MY	Read emails between Lorien and Michael McAvoyamaya re: medical bills NO CHARGE	0.10	N/C
MY	Office meeting with Lorien re: appearance request	0.10	17.50
MSW	Review and respond to Emails.	0.10	60.00
Saturday, March 27, 2021			
MSW	Review offer and draft note to Ms. Cole, Joel Selik, and Cristina.	0.30	180.00
Monday, March 29, 2021			
VJ	Review voice message from law clerk and forward to attorney staff and Ms. Yeargan. NO CHARGE	0.10	N/C
MY	Read emails between Lorien; Marshal; and Joel Selik re: trial on April 1, 2021 NO CHARGE	0.10	N/C
MY	Read emails between Lorien and Michael McAvoyamaya NO CHARGE	0.10	N/C
MY	Edit Audiovisual Transmisson Equipment Request/Consent for Carol Bray	0.10	17.50
MY	Office meeting with Lorien re: exhibits and request/consent forms for witnesses	0.20	35.00
MY	Office meeting with Lorien re: additional exhibits	0.10	17.50
MY	Office meeting with Lorien re: pretrial memo	0.10	17.50
MY	Office meeting with Lorien re: additional exhibits for trial books	0.10	17.50
MY	Office meeting with Lorien re: Telephone Conference with Dept. C	0.10	17.50
MY	Bates stamp additional exhibits; re-organize exhibits for trial on April 1, 2021	1.70	297.50
MY	Office meeting with Lorien re: pretrial memorandum	0.10	17.50
MY	Office meeting with Lorien re: exhibits ready for review	0.10	17.50
MY	Read emails between Lorien and Michael McAvoyamaya re: MSA NO CHARGE	0.20	N/C
MY	Read additional emails between Lorien and Michael McAvoyamaya NO CHARGE	0.20	N/C
MY	Edit Pretrial Memorandum	0.20	35.00
MY	Proofread Plaintiff's Pre-Trial Memorandum	0.20	35.00
MY	Prepare and submit Plaintiff's Pre-Trial Memorandum for filing	0.20	35.00
MSW	Review and respond to Emails.	0.50	300.00
LKC	Additional time spend on the case and not billed to client doing: Extensive correspondence with client and opposing counsel, reviewed all necessary discovery and pleadings, drafted the Pretrial Memo, edited the Supplement to Order to Show Cause, updated the MLAW arrears calculation for the medical expenses, the infiniti payments, and the judgment. NO CHARGE	2.00	N/C
LKC	Extensive correspondence with client and opposing counsel, reviewed all necessary discovery and pleadings, drafted the Pretrial Memo, edited the Supplement to Order to Show Cause,	7.60	3,040.00

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
	updated the MLAW arrears calculation for the medical expenses, the infiniti payments, and the judgment.		
Tuesday, March 30, 2021			
MY	Office meeting with Lorien re: documents for Richard Lopresto	0.10	17.50
MY	Redact; re-organize; and bookmark exhibits for Lorien's review/edits	0.90	157.50
MY	Office meeting with Lorien re: deleting exhibits	0.10	17.50
MY	Per Lorien, delete exhibits and Bates stamp additional exhibits; re-organize exhibits to add additional exhibits	1.50	262.50
MY	Office meeting with Lorien re: deleting/adding additional exhibits	0.10	17.50
MY	Read additional emails between Lorien and Michael Mcavoyamaya NO CHARGE	0.20	N/C
MY	Office meeting with Lorien re: exhibits 21-26	0.10	17.50
MY	Email to Dept. C re: trial exhibit index	0.20	35.00
MY	Office meeting with Lorien re: Substitution of Attorney	0.10	17.50
MY	Draft Substitution of Attorney	0.20	35.00
MY	Email to Joel Selik and Cristina re: Substitution of Attorney	0.10	17.50
MSW	Trial prep., including document review, outline annotation, and multiple conferences with Ms. Cole.	1.70	1,020.00
MSW	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	1.00	N/C
LKC	Conference with client re settlement and related issues, conference with Mike McavoyAmaya re same.	0.70	280.00
LKC	Reviewed and approved exhibits, finalized exhibit books, extensive discussion with client and opposing counsel re: case and settlement, drafted outline for Judge Throne and Radford Smith, started drafting client's outlines.	7.00	2,800.00
Wednesday, March 31, 2021			
MY	Read emails between Lorien and Michael McAvoyamaya re: trial exhibits NO CHARGE	0.20	N/C
MY	Print and tab trial exhibit books for Marshal and Cristina Hinds	1.40	245.00
MY	Telephone Conference with Dept. U re: trial exhibits	0.10	17.50
MY	Telephone Conference with Adrien Viesca, Esq. re: exhibit books for Judge Throne	0.20	35.00
MY	Second Telephone Conference with Adrian Viesca re: trial exhibits	0.10	17.50
MY	Office meeting with Lorien re: Notice of Entry of Order to Show Cause	0.10	17.50
MY	Draft Notice of Entry of Order to Show Cause	0.10	17.50
MY	Prepare and submit Notice of Entry of Order to Show Cause for filing	0.20	35.00
MY	Read emails between Lorien and Michael Mcavoyamaya re: trial on April 1, 2021 NO CHARGE	0.30	N/C
MY	Telephone Conference with Dept. C re: emergency hearing in Dept. T	0.10	17.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
MY	Office meeting with Lorien re: supplemental exhibits	0.10	17.50
MY	Office meeting with Lorien re: trial meeting	0.10	17.50
MY	Create zoom invitation for trial team meeting with Marshal and Lorien NO CHARGE	0.10	N/C
MY	Edit Trial Exhibit Index; Update electronic exhibit book with supplementnal exhibit 22 & 23; Update physical exhibit book for Marshal and Cristina; Email to Dept. C with supplemental exhibits; Email to Judge Throne re: supplemental exhibits	1.00	175.00
MY	Draft Receipt of Copy	0.10	17.50
MY	Trial meeting with Marshal and Lorien	0.50	87.50
MY	Office meeting with Lorien re: Michael Mcavoyamaya's amended exhibits	0.10	17.50
MY	Telephone Conference with Cristina re: Michael's amended exhibits	0.10	17.50
MY	Telephone Conference with Michael Mcavoyamaya re: trial exhibits	0.10	17.50
MY	Telephone Conference with Dept. C re: Plaintiff's exhibits	0.10	17.50
MY	Second email to Judge Throne re: Defendant's updated exhibits	0.10	17.50
MY	Office meeting with Lorien re: testimony from Judge Throne	0.10	17.50
MY	Bookmark Defendant's trial exhibits	0.20	35.00
MSW	Continued trial prep.; edit and annotate witness outlines, review all exhibits, and prepare Opening. Multiple conferences with Mr. Cole and Ms. Yeargan on documents and exhibits.	2.40	1,440.00
LKC	Discussion re: methods of ways Craig should pay Cristina and collection issues, sent email to opposing counsel, discussed exhibit books, trial prep.	0.30	112.50
LKC	Additional discussion with opposing counsel re exhibits, final wrap-up of the stipulated issues, and reviewed Marshal's questions on the outlines, continued editing and finalized Cristina's trial outline for Marshal and sent it to him. Meeting with staff re trial prep, additional conference re exhibits, draft all stipulations for trial as well as an extensive list for Marshal's opening statement.	5.50	2,062.50
Thursday, April 1, 2021			
MY	Print and prepare trial books from Michael Mcavoyamaya for Marshal and Cristina	1.40	245.00
MY	Second email to Judge Throne re: exhibits	0.10	17.50
MY	Email to Judge Throne re: bluejeans link	0.10	17.50
MY	Email to Cristina re: Substitution of Attorney	0.10	17.50
MY	Read emails between Marshal and Dawn Throne re: outlines NO CHARGE	0.10	N/C
MY	Review and respond to email from Joel Selik re: substitution of attorney	0.10	17.50
MY	Office meeting with Marshal and Lorien re: Substitution of Attorney	0.10	17.50
MY	Prepare and submit Substitution of Attorney for filing	0.20	35.00
MY	Office meeting with Lorien re: Trial on April 1, 2021	0.10	17.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
MSW	Prepare for and attend Trial in Dept. C.	6.00	3,600.00
MSW	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	3.00	N/C
LKC	Appear at the trial, defend cross-examination and redirect, debrief with Marshal, client and Dawn. Meeting with Mchelle Hauser to discuss additional information to help with day two of trial.	2.70	1,080.00
DB	Attend and observed trial NO CHARGE	2.00	N/C
Friday, April 2, 2021			
MY	Office meeting with Marshal re: trial continued to May 10, 2021	0.10	17.50
MY	Check case status online NO CHARGE	0.10	N/C
MY	Calendar trial on May 10, 2021 at 8:30p.m.	0.10	17.50
Tuesday, April 6, 2021			
MY	Request hearing video from April 1, 2021	0.10	17.50
Thursday, April 8, 2021			
MY	Download hearing videos from April 1, 2021 NO CHARGE	0.40	N/C
MY	Review and respond to email from court re: hearing videos	0.10	17.50
MY	Forward email from Joel Selik to Cristina re: attorney's lien NO CHARGE	0.10	N/C
Tuesday, April 27, 2021			
MY	Calendar opposition due date to Motion to Exclude	0.10	17.50
Friday, April 30, 2021			
MY	Email to Radford Smith re: trial exhibits	0.10	17.50
Monday, May 3, 2021			
MY	Office meeting with Lorien re: Motion to Exclude	0.10	17.50
MY	Check case status online NO CHARGE	0.10	N/C
MY	Email to Radford Smith re: trial exhibits	0.10	17.50
MY	Second office meeting with Lorien re: motion to exclude	0.10	17.50
Tuesday, May 4, 2021			
MY	Telephone Conference with Dept. C re: Trial on May 10, 2021	0.10	17.50
MY	Telephone Conference with Court Clerk re: exhibits for trial on May 10, 2021	0.10	17.50
MY	Office meeting with Marshal re: Trial on May 10, 2021	0.10	17.50
MY	Update calendar with hearing link for May 10, 2021	0.10	17.50
Thursday, May 6, 2021			
MY	Telephone Conference with Court Clerk re: trial exhibits	0.10	17.50
Friday, May 7, 2021			
MY	Office meeting with Lorien re: transcript from April 1, 2021	0.10	17.50
MY	Request transcript from April 1, 2021, Hearing	0.20	35.00

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
LKC	Prepped for trial, edited trial outlines, reviewed and researched issues brought up in Craig's latest motion to prepare for it to come up at trial, discussed with Mr. Willick.	1.50	600.00
Sunday, May 9, 2021			
MSW	Review and annotate motion to exclude; associated emails to Ms. Cole. Trial prep.	0.80	480.00
Monday, May 10, 2021			
MY	Download and save transcripts from April 1, 2021 NO CHARGE	0.10	N/C
MY	Office meeting with Lorien re: transcripts from April 1, 2021	0.10	17.50
MY	Email to Radford Smith re: trial exhibits	0.10	17.50
MY	Office meeting with Marshal and Lorien re: Mutual Behavior Order	0.10	17.50
MY	Search case file for Mutual Behavior Order NO CHARGE	0.20	N/C
LKC	Attend trial, edit and draft Craig Mueller cross examination outline on lunch break, discuss case with client, examine witnesses.	7.50	3,000.00
MSW	Prepare for and attend Trial in Dept. C.	4.10	2,460.00
MSW	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	4.10	N/C
Tuesday, May 11, 2021			
MY	Office meeting with Lorien re: due dates/transcript requests	0.10	17.50
MY	Request trial video from May 10, 2021	0.10	17.50
MY	Calendar due dates for closing/rebuttal briefs	0.10	17.50
MY	Download and save hearing videos from May 10, 2021	0.30	52.50
Wednesday, May 12, 2021			
MY	Office meeting with Lorien re: transcripts needed for closing brief	0.10	17.50
MY	Request transcripts from May 10, 2021	0.20	35.00
MY	Watch hearing videos from May 10, 2021 NO CHARGE	1.00	N/C
Thursday, May 13, 2021			
MY	Download and save transcripts from May 10, 2021 NO CHARGE	0.20	N/C
Friday, May 14, 2021			
MY	Second office meeting with Lorien re: closing brief	0.10	17.50
MY	Shell Closing Brief for Lorien	0.10	17.50
Wednesday, June 2, 2021			
MY	Office meeting with Lorien re: Closing brief	0.10	17.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Thursday, June 3, 2021			
MY	Read emails between Lorien and Michael McAvoyamaya re: transcripts from trial NO CHARGE	0.10	N/C
LKC	Review and respond to opposing counsel re one week extension to file closign briefs.	0.10	40.00
Friday, June 4, 2021			
MY	Office meeting with Lorien re: Stipulation and Order to Extend Post Trial Briefs	0.10	17.50
LKC	Correspondence with opposing counsel re: closing briefs, edit stipulation and order, respond to opposing counsel.	0.30	120.00
Thursday, June 10, 2021			
LKC	Drafted the Closing Argument for trial.	3.30	1,320.00
Friday, June 11, 2021			
MSW	Review and Revise Closing; confer with Ms. Cole.	0.50	300.00
MSW	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	0.50	N/C
LKC	Additional time spent reading transcript and drafting memo.	5.00	2,000.00
JJ	Begin Exhibit Coversheet. Build the exhibits.	0.80	140.00
JJ	Prepare the Brief and Exhibits for filing and service.	0.40	70.00
Thursday, June 17, 2021			
MY	Office meeting with Lorien re: Rebuttal brief	0.10	17.50
MY	Prepare shell for Plaintiff's Rebuttal Brief re: Defendant's Post-Trial Memorandum	0.20	35.00
Friday, June 18, 2021			
MY	Office meeting with Lorien re: Rebuttal brief	0.10	17.50
MY	Prepare and submit Plaintiff's Rebuttal Brief re: Defendan'ts Post-Trial Memorandum for filing	0.20	35.00
MY	Proofread Plaintiff's Rebuttal Brief re: Defendan'ts Post-Trial Memorandum	0.10	17.50
LKC	Drafted Rebuttal Closing Brief, reviewed and edited, sent to Mallory to file.	1.50	600.00
LKC	Reviewed client's medical chart, previous trial record, respond to client re: outstanding medical reimbursements.	0.20	80.00
Tuesday, July 6, 2021			
MY	Office meeting with Lorien re: medical expenses	0.10	17.50
LKC	Review and respond to Cristina's staff re medical expenses for reimbursement.	0.10	40.00
Monday, July 26, 2021			
MY	Read Findings of Fact, Conclusions of Law, and Conclusions NO CHARGE	0.30	N/C

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Tuesday, July 27, 2021			
MY	Calendar deadlines re: Memorandum of Fees and Costs	0.10	17.50
Monday, August 2, 2021			
MY	Office meeting with Lorien re: billing for Memorandum of Fees and Costs	0.10	17.50
MY	Begin drafting Memorandum of Fees and Costs	0.20	35.00
Friday, August 6, 2021			
MY	Office meeting with Lorien re: Memorandum of Fees and Costs	0.10	17.50
MY	Office meeting with Lorien re: hearing on May 28, 2020	0.10	17.50
MY	Office meeting with Faith re: billing statements NO CHARGE	0.10	N/C
LKC	Reviewed the record to get the dates to request billing for the memo of fees and costs, discussed the same with staff.	0.10	40.00

Summary of Services

DB	Darcy Bower	2.00 hrs @ 0.00	N/C
FF	Faith Fish	Flat fees	\$ 50.00
JJ	Justin Johnson	1.20 hrs @ 175.00	\$ 210.00
LKC	Lorien K. Cole	67.30 hrs @ 375.00	\$ 25,237.50
LKC	Lorien K. Cole	2.10 hrs @ 0.00	N/C
LKC	Lorien K. Cole	38.10 hrs @ 400.00	\$ 15,240.00
MES	Mary Steele	0.10 hrs @ 0.00	N/C
MES	Mary Steele	0.10 hrs @ 175.00	\$ 17.50
MSW	Marshal S. Willick	37.40 hrs @ 600.00	\$ 22,440.00
MSW	Marshal S. Willick	8.80 hrs @ 0.00	N/C
MY	Mallory Yeargan	19.30 hrs @ 0.00	N/C
MY	Mallory Yeargan	98.10 hrs @ 175.00	\$ 17,167.50
RLC	Rick L. Crane	0.60 hrs @ 400.00	\$ 240.00
VJ	Victoria Javiel	1.30 hrs @ 0.00	N/C
VJ	Victoria Javiel	1.70 hrs @ 150.00	\$ 255.00

Total Professional Services

\$ 80,857.50

Costs and Disbursements

<u>Date</u>	<u>Description</u>	<u>Amount</u>
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<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/27/20	Efiling of document(s): Motion to Enforce Decree; Exhibits to Motion	3.50
05/11/20	Efiling of document(s): Declaration of M Willick in Support of Motion for Order to Show Cause	3.50
05/11/20	Efiling of document(s): Exparte Application for Order to Show Cause	3.50
05/19/20	Efiling of document(s): Reply [Motion to Enforce]	3.50
05/28/20	Efiling of document(s): General Financial Disclosure Form	3.50
06/03/20	Rev.com: transcription of 5/28/2020 hearing	61.25
07/14/20	Efiling of document(s): Notice of Entry of Stipulation and Order to Continue Evidentiary Hearing; Notice of Entry of Order from 5/28/20 Hearing	3.50
07/21/20	Runner Service (legal delivery): Family Court	10.00
07/22/20	Efiling of document(s): Notice of Entry of Order from 12/13/19 Hearing	3.50
03/17/21	Efiling of document(s): Affidavit of Service [SDT] x 2	3.50
03/18/21	Junes Legal Service: Attempted service and completed service of SDT to Craig Mueller, Esq.; EP168073	96.50
03/23/21	Efiling of document(s): Supplement to the Ex Parte Application for an Order to Show Cause; Schedule of Arrears Re Unpaid Medical Bills	3.50
03/24/21	Junes Legal Service: Subpoena to Adrian Viesca, Esq.; inv EP168071	48.00
03/25/21	Junes Legal Service: attempted service of subpoena on Michaelle Hauser, Esq.; EP168072	48.50
03/29/21	Efiling of document(s): Plaintiff's Pre-Trial Memorandum	3.50
03/31/21	Efiling of document(s): Notice of Entry of Order to Show Cause	3.50
04/01/21	Efiling of document(s): Substitution of Attorney	3.50
05/07/21	Rev.com: transcription of 4/1/21 hearing	206.25
05/14/21	Rev.com: transcription of 5/10/21 hearing	228.75
06/11/21	Efiling of document(s): Closing Brief; Exhibits to Brief	3.50
06/18/21	Efiling of document(s): Plaintiff's Rebuttal Brief re: Defendant's Post-Trial Memorandum	3.50
Total Costs and Disbursements		<u>\$ 1,215.71</u>
Interest Charge		\$ 287.60
TOTAL NEW CHARGES		<u>\$ 82,360.81</u>





. Last Billed 08/10/21 for Activity through 08/10/21

Previous Balance Due	\$ 202.93
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Interest Charge

Interest Charge on past due balance of \$57.50	\$ 0.03
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Percentage Rate: 18.00 percent

Days in Billing Cycle: 1

TOTAL NEW CHARGES	\$ 0.03
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PAYMENTS AND CREDITS

Total Payments and Credits	\$ 0.00
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SUMMARY OF ACCOUNT

Balance Forward	\$ 202.93
Total New Charges	0.03
Payments, credits, and/or retainer used	<u>0.00</u>

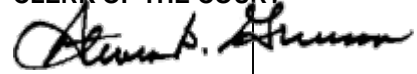
TOTAL AMOUNT DUE	\$ 202.96
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Aged Balance	Current	Over 30	Over 60	Over 90	Total
Fees	145.00	57.50	0.00	0.00	202.50
Costs	0.00	0.00	0.00	0.00	0.00
Interest	<u>0.46</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.46</u>
TOTAL	145.46	57.50	0.00	0.00	202.96

Total Hours to Date	278.10
Total Fees Case to Date	80,857.50
Total Costs Case to Date	1,215.71
Total Interest Case to Date	287.63
Total Payments Case to Date	81,047.11
Total Credits Case to Date	<u>1,110.77</u>

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NOA
MCAVOY AMAYA & REVERO, ATTORNEYS
MICHAEL J. MCAVOYAMAYA, ESQ. (14082)
TIMOTHY E. REVERO, ESQ (14603)
1100 E. Bridger Ave.
Las Vegas NV, 89101
Telephone: 702.685.0879
Facsimile: 702.995.7137
Mike@mrlawlv.com
Attorneys for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

* * * *

CHRISTINA HINDS, an individual;

Plaintiff,

vs.

CRAIG MUELLER, an individual

Defendant.

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

NOTICE OF APPEAL

Notice is hereby given that Defendant CRAIG MUELLER hereby appeals to the Nevada Supreme Court from the final judgment of the District Court entered in this action on the 27th day of July, 2021.

DATED this 16th day of August, 2021.

/s/ Michael J. Mcavaoyamaya

MICHAEL J. MCAVOYAMAYA, ESQ.
Nevada Bar No.: 014082
1100 E. Bridger Ave.
Las Vegas NV, 89101
Telephone: (702) 299-5083
Mike@mrlawlv.com
Attorney for Defendant

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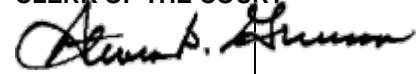
WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
 Nevada Bar No. 2515
 3591 E. Bonanza Road, Suite 200
 Las Vegas, NV 89110-2101
 (702) 438-4100; FAX (702) 438-5311
 email@willicklawgroup.com
 Attorneys for Plaintiff

/s/ Michael J. Mcavoyamaya

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CAS

McAVOY AMAYA & REVERO, ATTORNEYS
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Mike@mrlawlv.com
Attorneys for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

* * * *

CHRISTINA HINDS, an individual;

Plaintiff,

vs.

CRAIG MUELLER, an individual

Defendant.

CASE NO.: D-18-571065-D

DEPT. NO.: C

CASE APPEAL STATEMENT

1. Name of appellant filing this case appeal statement: CRAIG MUELLER
2. Identify the judge issuing the decision, judgment, or order appealed from:
District Court Rebecca L. Burton.
3. Identify each appellant and the name and address of counsel for each appellant: Appellant CRAIG MUELLER, represented by Michael J. Mcavoyamaya, Esq. of McAvoy Amaya & Revero Attorneys, 1100 E. Bridger Ave. Las Vegas NV, 89101.
4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):
Respondent CHRISTINA HINDS, 3591 E. Bonanza Road, Suite 200, Las Vegas, NV 89110-2101, (702) 438-4100; FAX (702) 438-5311
5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court

1 granted that attorney permission to appear under SCR 42 (attach a copy of any district
2 court order granting such permission): N/A.

3 6. Indicate whether appellant was represented by appointed or retained
4 counsel in the district court: Represented.

5 7. Indicate whether appellant is represented by appointed or retained
6 counsel on appeal: Represented.

7 8. Indicate whether appellant was granted leave to proceed in forma
8 pauperis, and the date of entry of the district court order granting such leave: N/A.

9 9. Indicate the date the proceedings commenced in the district court (e.g.,
10 date complaint, indictment, information, or petition was filed): November 8, 2019.

11 10. Provide a brief description of the nature of the action and result in the
12 district court, including the type of judgment or order being appealed and the relief
13 granted by the district court: Parties entered into a Marriage Settlement Agreement
14 ("MSA") filed on July 29, 2019. Shortly after the MSA was filed, Petitioner discovered
15 that Respondent had materially breached the MSA prior to its filing by taking money
16 that was agreed to be Petitioner's from the parties' joint bank accounts. Petitioner
17 subsequently could not obtain a loan to pay Respondent the agreed upon equalization
18 payment. Respondent moved for contempt. Petitioner moved to vacate the MSA due to
19 fraud and material breach.

20 11. Indicate whether the case has previously been the subject of an appeal to
21 or original writ proceeding in the Supreme Court and, if so, the caption and Supreme
22 Court docket number of the prior proceeding: This matter has been subject to multiple
23 appeals and writ proceedings including: N/A

24 12. Indicate whether this appeal involves child custody or visitation: The
25 parties do not presently have disputes over child custody and visitation. However,
26 because the action seeks to vacate the MSA it involves the parties' child custody
27 agreement.

28 ...

1 13. If this is a civil case, indicate whether this appeal involves the possibility of
2 settlement: No.

3 DATED this 16th day of August, 2021.

4
5 /s/ Michael J. Mcavaoyamaya

6 _____
MICHAEL J. MCAVOYAMAYA, ESQ.

7 Nevada Bar No.: 014082

8 1100 E. Bridger Ave.

9 Las Vegas NV, 89101

Telephone: (702) 299-5083

Mike@mrlawlv.com

Attorney for Defendant/Petitioner
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email@willicklawgroup.com
Attorneys for Plaintiff

/s/ Michael J. Mcavoyamaya

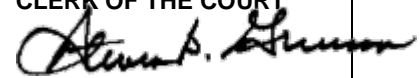
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NEO

Electronically Filed
8/26/2021 11:05 AM
Steven D. Grierson
CLERK OF THE COURT



**DISTRICT COURT
CLARK COUNTY, NEVADA**

* * *

Cristina Hinds, Plaintiff
vs.
Craig Mueller, Defendant.

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

NOTICE OF ENTRY OF ORDER

Please take notice that an ORDER DENYING ATTORNEY FEES
AND COSTS was entered in the foregoing action and the following is
a true and correct copy thereof.

Dated: August 26, 2021

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

NEO

CERTIFICATE OF SERVICE

I hereby certify that on the above file stamp date:

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

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

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

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

1 ORDR

2 DISTRICT COURT, FAMILY DIVISION

3 CLARK COUNTY, NEVADA

4 CHRSTINA HINDS,)

5 Plaintiff,)

6 vs.)

7 CRAIG MUELLER,)

8 Defendant.)

CASE NO. D-18-571065-D

DEPT NO. C

Date of Hearing: 08/25/2021

IN-CHAMBERS

9
10 ORDER DENYING ATTORNEY FEES AND COSTS

11 THIS MATTER having come before the Court on a request for
12 attorney fees and costs; Plaintiff, Christina Hinds (“Christina”), is
13 represented by Attorney Marshal Willick and Attorney Lorien Cole, and
14 Defendant, Craig Mueller (“Craig”), is represented by Attorney Michael
15 MacAvoyamaya; the Court having reviewed the pleadings and papers on
16 file in this case and good cause appearing therefor,

17 COURT FINDS that in its *Findings of Fact, Conclusions of Law, and*
18 *Orders* filed on July 26, 2021, the Court ordered:

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

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

8 COURT FINDS that on August 11, 2021, Christina untimely filed her
9 *Plaintiff's Memorandum of Fees and Costs*.

10 NRCP 54(d)(2)(C) provides that "[t]he court may not extend the time
11 for filing the motion after the time has expired."

12 NOW, THEREFORE, IT IS HEREBY ORDERED that Christina's
13 request for attorney fees and costs is denied.

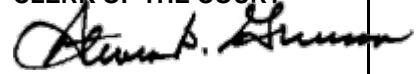
14 Dated this 25th day of August, 2021

15 

16 3BA 450 CC72 5F7C
17 Rebecca L. Burton
18 District Court Judge

25

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**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 RECONSIDER, SET ASIDE, ALTER OR
AMEND THE ORDER DENYING ATTORNEY'S FEES AND COSTS**

I. INTRODUCTION

On August 26, 2021, the Court issued an *Order sua sponte* denying Cristina's attorney's fees because the *Memorandum of Fees and Costs* was submitted one business day after the due date set in the *Decision and Order*. Respectfully, we request reconsideration of this *Order* as a legal matter for several reasons.

First, the authority cited by the Court denying Cristina's award of fees should not apply under these circumstances. Further, the Court has the authority to award

1 fees upon the grounds set forth in the *Order*, regardless of any delay in the
2 submission of the *Memorandum*, because it can interpret and modify its orders within
3 the confines of the Rule. Specifically, Rule 54(d) allows a party to submit a motion
4 for fees within 21 days, which is the deadline that cannot be extended; here, the
5 *Memorandum* was filed within the 21 days.

6 As the *Memorandum* was filed the day after the deadline set in the *Order*, we
7 request in the alternative that the Court set aside that earlier *Order* due to mistake and
8 excusable neglect under Rule 60(b)(1), and re-issue the earlier order to grant an
9 enlargement of time by one business day.

10 The Rule 54(d) motion deadline *also* provides an exception for fees that are
11 awarded in the form of a sanction or as an element of damages, and because sanctions
12 have already been determined to be imposed due to Craig's bad faith in the litigation
13 (as well as his repeated and multiple violations of this Court's orders) and the fees
14 may have been damages, those fees can and should be awarded to Cristina in the form
15 of a sanction and/or damages.

16 The 11 hour delay submitting the *Memorandum* did not prejudice the
17 Defendant in any way, and given the fact that it was filed within the statutory
18 deadline of 21 days, it would be prejudicial to Cristina to deny her fees and sanctions
19 in full, considering Craig's considerable contempt and bad faith throughout this case.

20 21 POINTS AND AUTHORITIES

22 II. FACTS

23 The *Decree of Divorce* was entered in July, 2019. Litigation since then has
24 been lengthy and expensive, due almost entirely by Craig's refusal to comply with
25 that *Decree* and his attempts to have it set aside. In more than two years, Craig has
26 only paid Cristina \$10,500 of the \$427,500 he agreed and was ordered to pay her
27 pursuant to the *Decree*. All attempts to collect against Craig have been unsuccessful.

28

1 Instead of receiving the funds agreed and ordered in the *Decree*, and going on
2 with her life, Cristina has had to pay over \$100,000 in attorney's fees and costs
3 responding to Craig's frivolous requests to set aside the terms of the *Decree*, as well
4 as dealing with Craig's repeated contempt of court orders.

5 Between the date the *Decree* was issued and the date we attended the first day
6 of trial on April 1, 2021, Cristina requested attorney's fees and costs by motion with
7 the Court on two separate occasions, and in other papers filed with the Court on six
8 separate occasions, all of which were deferred to trial. The procedural history
9 regarding Cristina's request for Craig to pay her attorney's fees and costs follows:

- 10 1. The *Decree of Divorce* was entered on July 29, 2019, which
11 required Craig to pay Cristina \$427,500, among other orders.
- 12 2. Craig failed to comply with the *Decree*, so Cristina filed
13 *Plaintiff's Motion for Order to Show Cause why Defendant*
14 *should not be Held in Contempt for Violation of this Court's*
15 *Orders and for Attorney's Fees and Costs* on November 8, 2019,
16 which included a motion for attorney's fees and costs ("First
17 Motion for Attorney's Fees and Costs").
- 18 3. Cristina renewed her motion for attorney's fees in her *Reply in*
19 *Support of Plaintiff's Motion for Order to Show Cause why*
20 *Defendant should not be Held in Contempt for Violation of this*
21 *Court's Orders and for Attorney's Fees and Costs; Opposition to*
22 *Defendant's Countermotion to Modify Decree of Divorce and*
23 *Marital Settlement Agreement with Regard to Equalization*
24 *Payment to Cristina Hinds due to Cristina Hinds*
25 *Misappropriation of Community Funds; for Sanctions; and for*
26 *Attorney's Fees and Other Related Relief* filed November 27,
27 2019.

28

1 4. On December 16, 2019, the Court held a hearing regarding
2 Cristina's pending *Motion*, and scheduled an evidentiary hearing
3 on all outstanding issues. The Court specifically listed attorney's
4 fees as being an outstanding issue in the *Evidentiary Hearing*
5 *Management Order* filed December 16, 2019:

6 The nature of this action is a post-judgment divorce matter. The
7 unresolved issues include:

- 8 1) a disputed equalization payment from Defendant to Plaintiff;
9 2) damages regarding Defendant's failure to pay Plaintiff's vehicle
10 lease;
11 3) reimbursement by Defendant to Plaintiff for children's vision
12 and dental insurance; and
13 4) Attorney fees.

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16 5. On March 27, 2020, Cristina filed *Plaintiff's Motion to Enforce*
17 *the Parties' Stipulated Decree of Divorce and Stipulation and*
18 *Order re Parenting Agreement and Child Support; for an Order*
19 *to Show Cause, and for Attorney's Fees and Costs*, which
20 included another motion for attorney's fees and costs ("Second
21 Motion for Attorney's Fees and Costs").
22 6. Cristina renewed her motion for attorney's fees in her *Reply and*
23 *Opposition to "Response to Motion to Enforce the Parties'*
24 *Stipulated Decree of Divorce and Stipulation and Order re*
25 *Parenting Agreement and Child Support; for an Order to Show*
26 *Cause, and for Attorney's Fees and Costs"* filed on May 19,
27 2020.
28

- 1 7. On May 28, 2020, the Court set the issues in Cristina’s Second
2 Motion for Attorney’s Fees and Costs for the same day as the
3 evidentiary hearing on Cristina’s First Motion for Attorney’s Fees
4 and Costs.
- 5 8. On March 29, 2021, Cristina filed her *Pre-Trial Memorandum*,
6 setting forth her request for her attorney’s fees from Craig, and
7 providing legal authority for those fees (“Cristina’s Third Request
8 for Attorney’s Fees and Costs”).
- 9 9. The parties attended the evidentiary hearing on April 1, 2021, and
10 May 10, 2021, where evidence and witnesses were presented
11 regarding the outstanding issues, including Craig’s contempt, the
12 grounds for enforcement of the *Decree of Divorce*, and the
13 necessity for the fees and costs incurred.
- 14 10. On June 11, 2021, Cristina filed a *Closing Brief*, where she again
15 requested the Court award her attorney’s fees and costs, and
16 provided the legal authority for her request (“Cristina’s Fourth
17 Request for Attorney’s Fees and Costs.”)

18 As a result of these protracted post-*Decree* proceedings and the actions of the
19 respective parties, Cristina expended considerable fees and costs, which the Court
20 found was deserving of an award of fees and costs, and that Craig’s actions merited
21 sanctions.

22 The Court’s *Findings of Fact, Conclusions of Law, and Orders granted*
23 ***Cristina’s motions for attorney’s fees (First and Second Motion for Attorney’s Fees***
24 ***and Costs and Third and Fourth Request for Attorney’s fees and Costs***), and invited
25 Counsel to submit a *Memorandum of Fees and Costs* that detailed the *amount* of fees
26 and costs incurred.

27 Specifically, the Court granted Cristina’s Motions for Attorney’s Fees because
28 1) she was successful in obtaining enforcement of the property equalization

1 obligation; 2) the plain language of the MSA awarded prevailing party fees to the
2 party enforcing or interpreting the MSA; and 3) sanctions were appropriate pursuant
3 to EDCR 7.60(b).¹

4 Therefore, the question was not *if* Cristina’s Motions for Attorney’s fees were
5 granted, it was *how much* Cristina was entitled to for an award of attorney’s fees and
6 sanctions once our billing statements were reviewed.

7 The Court indicated the *Memorandum of Fees and Costs* with attached billing
8 statements was to be filed by August 10, 2021, 15 days after the entry of the *Decision*
9 *and Order*.

10 Cristina filed her *Memorandum of Fees and Costs* on August 11, 2021, due to
11 several factors, and we acknowledged by footnote it was filed less than 12 hours after
12 the time specified in the order, but that it did not create prejudice to Craig. As we
13 stated in the *Memorandum*, the filing on the morning of August 11 was a mistake due
14 to our belief the *Memorandum* had been filed, but was not, due to a staffing issue.
15 Therefore, the *Memorandum* was filed 11 hours after the due date.

16 On August 25, the Court issued an *Order Denying Attorney’s Fees and Costs*
17 *sua sponte* pursuant to Rule 54(d)(2)(C), which provides that “the Court may not
18 extend the time for filing the motion after the time has expired.”

19 Respectfully, as set forth below, we request reconsideration of this issue for
20 several reasons: the Rule cited does not apply to the procedural facts of this case; the
21 Order setting the deadline should be modified or set aside; sanctions (already found
22 to be owing) and damages are an exception to the rule in any event; and equity
23 supports an award of fees to Cristina for having to defend against Craig’s bad faith
24 post-*Decree* litigation.

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¹ *Findings of Fact, Conclusions of Law, and Orders*, page 35-36.

1 **III. ARGUMENT**

2 **A. Standard for Reconsideration, and to Alter or Amend**

3 There are numerous legal grounds for the Court to reconsider its *Order*
4 *Denying Attorney's Fees and Costs* entered on August 26, 2021:

5 EDCR 5.512 provides

6 (a) A party seeking reconsideration and/or rehearing of a ruling (other than an
7 order that may be addressed by motion pursuant to Rule 50(b), 52(b), 59 or
8 60), must file a motion for such relief within 14 calendar days after service of
9 notice of entry of the order unless the time is shortened or enlarged by order.
A motion for reconsideration does not toll the period for filing a notice of
appeal.

10 (b) If a motion for reconsideration and/or rehearing is granted, the court may
11 make a final disposition without hearing, may set it for hearing or
resubmission, or may make such other orders as are deemed appropriate under
the circumstances.

12 NRCP 59(e) allows a party to file a motion to alter or amend a judgment within
13 10 days of written notice of entry of the judgment. The three requirements for a
14 motion to alter or amend judgment are: (1) a motion; (2) notice of such motion; and
15 (3) the requirement that it be served no later than 10 days after the written service of
16 notice of entry of the judgment.² Like other motions, it must state the grounds
17 therefor along with the relief or order sought.³

18 NRCP 52(b) states:

19 Upon a party's motion filed not later than 10 days after service of written
20 notice of entry of judgment, the court may amend its findings or make
21 additional findings and may amend the judgment accordingly. The motion
22 may accompany a motion for a new trial under Rule 59. When findings of fact
23 are made in actions tried without a jury, the sufficiency of the evidence
supporting the findings may later be questioned whether or not in the district
court the party raising the question objected to the finding, moved to amend
them, or moved for partial findings.

24 The *Motion* is timely, having been made within the time contemplated under
25 EDCR 5.512, Rule 59, and Rule 52(b). Accordingly, Cristina requests the Court

27 ² *United Pac. Ins. Co. v. St. Denis*, 81 Nev. 103, 11, 399 P.2d 135, 140 (1965).

28 ³ *Id.*

1 reconsider, set aside, alter, and/or amend, the *Order Denying Attorney's Fees and*
2 *Costs*.

3
4 **B. Cristina Has Already Filed Her *Motions for Attorney's Fees***

5 Rule 54 requires that a claim for attorney's fees be made by motion, and states
6 "A claim for attorney fees must be made by motion. The court may decide a
7 *postjudgment* motion for attorney fees despite the existence of a pending appeal from
8 the underlying final judgment" [emphasis added]. There was no *post-judgement*
9 motion.

10 Cristina complied with this requirement no less than *two times* (of the six times
11 requested) by filing her motions for fees as listed in the procedural history above.
12 Cristina's motions for attorney's fees and costs were deferred for decision by the
13 Court at the trial set for April 1 and May 10.

14 Rule 54(d) goes on to say "unless a statute or court order provides otherwise,
15 the motion for fees must be filed no later than 21 days after written notice of entry of
16 judgment is served."

17 Cristina complied with this provision, as she filed her First Motion for
18 Attorney's Fees and Costs on November 8, 2019, and her Second Motion for
19 Attorney's Fees and Costs on March 27, 2020. Both motions were deferred to the
20 evidentiary hearing schedule for April 1, 2021 and May 10, 2021, and the Court *did*
21 *rule* on those motions and determined Cristina was awarded fees and listed the legal
22 authority for the fees as well (prevailing party, plain language of the MSA, and
23 sanctions pursuant to EDCR 7.60).

24 If Cristina had litigated her case without having a *Motion for Attorney's Fees*
25 pending, Rule 54 would apply to ensure she timely filed a *Motion for Attorney's Fees*
26 outlining her grounds for fees within the 21 days unless statute or order provided
27 otherwise.
28

1 Cristina's *Memorandum of Fees* requested by the Court did **not** require Cristina
2 to argue for an award of fees, because that issue was decided within the Court's
3 *Findings of Fact, Conclusions of Law, and Orders* pursuant to the plain language of
4 the MSA, and sanctions under EDCR 7.60(b). There was no further legal analysis
5 required, nor any need to file any more motions for fees. The *Memo* simply
6 referenced that the Court found Cristina was entitled to fees and sanctions, and
7 submitted the *amount* of fees incurred pursuant to the Court's *Order*.

8 We submit, first, that Rule 54 should not apply to the submission of a
9 *Memorandum of Fees and Costs* in this procedural context, because the *Memo* was
10 not a "postjudgment motion for fees" and therefore should not be subject to the
11 restricted time limits of Rule 54(d).

12
13 **C. The *Memorandum of Fees and Costs* was filed within the Time**
14 **Prescribed by Statute, and therefore is not Barred by Rule 54(d)'s**
15 **Time Limits**

16 If the Court finds that Rule 54(d) applies to a *Memorandum* as opposed to an
17 actual *motion* filing and rejects the argument above, the Court is still not barred from
18 granting Cristina fees under Rule 54(d). The Court's deadline in the *Order* was
19 *shorter* than the statutory 21-day limit set forth in Rule 54(d), and the Court has the
20 inherent authority to reconsider and alter any of its orders that are not statutorily time-
21 barred.

22 The Court's July 26, 2021, *Decision and Order* awarded Cristina fees and
23 sanctions against Craig, and invited Cristina to submit a *Memorandum of Fees and*
24 *Costs* by August 10 – a shorter time than the 21 days the legislature provides to
25 litigants pursuant to Rule 54(d). The legislature provided as the outer limit of
26 submitting a *Motion for Attorney's Fees* 21 days after the *Entry of Order*. The
27 Court's *Order* reduced that time to 15 days.

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1 Although Rule 54(d) is clear that the Court cannot extend “the time for filing”
2 the motion after it has expired, we suggest that the time referred to in the rule is the
3 deadline in the Rule (21 days), unless the Court provides otherwise.

4 Other than exceeding a statutory mandated outermost deadline of the Court’s
5 authority – such as the 21 days listed in Rule 54(d) – a District Court has the inherent
6 authority to reconsider and alter its prior orders.⁴ A Court may for sufficient cause
7 shown, amend, correct, resettle, modify, or vacate, as the case may be, an order
8 previously made and entered in a Court proceeding.⁵

9 In other words, the Court can *always* reconsider its own self-imposed deadlines
10 upon good cause, in equity, and to provide justice, within the limits of the rules and
11 statutes; but had the motion been filed in excess of the *21 days* provided in the Rule,
12 the Court would have been barred from extending the time past the statutory 21 days.⁶

13 Cristina requests that as a matter of equity, and to administer justice, the Court
14 alter its underlying order to extend the time to file the *Memorandum of Fees and*
15 *Costs* by one day, which is 16 days after entry of the *Decision and Order*, and well
16 within the 21-day statutory deadline. As the Court had authority to set a 15 deadline,
17 it has inherent authority to make that deadline 16 days.⁷

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20 ⁴ *Trail v. Faretto*, 91 Nev. 401, 403, 536 P.2d 1026, 1027 (1975).

21 ⁵ *Divorce. of Child & Family Servs. v. Eighth Judicial Dist. Court*, 120 Nev.
22 445, 451, 92 P.3d 1239, 1243 (2004) (recognizing that courts may reconsider
23 decisions set forth in a minute order and issue a different written judgment).

24 ⁶ Rules of construction are the same for court rules and for statutes.

25 ⁷ *In re Water Rights of the Humboldt River*, 118 Nev. 901, 59 P.3d 1226, 1229
26 (2002); *Halverson v. Hardcastle*, 123 Nev. 245, 163 P.3d 428 (2007) (a trial court has
27 the inherent authority to construe its orders and judgments); *Grenz v. Grenz*, 78 Nev.
28 394, 274 P.2d 891 (1962); *Murphy v. Murphy*, 64 Nev. 440, 183 P.2d 632 (1947);
Lindsay v. Lindsay, 52 Nev. 26, 280 P. 95 (1929); *Reed v. Reed*, 88 Nev. 329, 497
P.2d 896 (1972) (court has inherent power to enforce its orders and judgments).

1 The reconsideration of the deadline to submit a *Memorandum of Fees and*
2 *Costs* to enlarge the deadline by one day (it was filed 11 hours late) is not prejudicial
3 to Craig. He still has the same time to review and respond to our *Memorandum of*
4 *Fees and Costs*.⁸

5 Considering the significant detriment to Cristina that would result from
6 depriving her of fees costs to which she was entitled under the MSA, and the
7 (already-determined) appropriateness of sanctions against Craig for his frivolous
8 litigation position in the case that unnecessarily required a full trial, weighed against
9 the non-existent inconvenience to Craig by the requested 1-day extension,
10 reconsideration of the *Order Denying Attorney's Fees* is equitable and just.

11
12 **D. The Prior Order Directing Filing of the Memorandum Can be Set**
13 **Aside under Rule 60(b)**

14 NRCP 60(b)(1) provides that any Court order can be set aside on the basis of
15 mistake, inadvertence, surprise, or excusable neglect. NRCP 60(b)(1) operates as a
16 remedial rule that gives due consideration to our court system's preferences to
17 adjudicate cases on the merits, without compromising the dignity of the court
18 process.⁹ District Courts are afforded wide discretion on ruling on Rule 60(b)
19 motions.¹⁰

20 To determine whether grounds for Rule 60(b)(1) relief exists, the district court
21 must apply four factors: 1) a prompt application to remove the judgment; 2) the
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25 ⁸ If anything, the slight delay in entry of the fees order by these proceedings
26 benefits him by starting the accrual of interest on that judgment by some time.

27 ⁹ *Willard v. Berry-Hinckley Indus.*, 469 P.3d 176 (2020).

28 ¹⁰ *Id.* See also NRCP 1.

1 absence of an intent to delay the proceedings; 3) a lack of knowledge of procedural
2 requirements; and 4) good faith.¹¹

3 **1. Prompt application to remove the judgment**

4 Here, we are prompt in our application to set aside the Court's *Order Denying*
5 *Attorney's Fees and Costs*, entered August 26, 2021, by filing this *Motion*.

6 **2. The absence of an intent to delay the proceedings**

7 Cristina has been trying to get these proceedings done as quickly as possible;
8 it is Craig that has delayed at every turn, while he keeps the money promised (and
9 ordered) to be paid to her. Cristina's application to reconsider, set aside, alter or
10 amend the *Order Denying Fees* is made in good faith as she truly needs the attorney's
11 fees and sanctions award, given the extensive sums it took to enforce the already
12 entered *Decree of Divorce* and *Marital Settlement Agreement*. Craig's actions appear
13 to have been intended to harm Cristina emotionally and financially, to retaliate
14 against having to equalize the community property in the divorce, and to avoid
15 providing for his family. It has been a significant financial hardship for Cristina to
16 defend against Craig's frivolous litigation position in this case.

17 **3. A lack of knowledge of procedural requirements**

18 Although we understand Rule 54(d) requires a *Motion for Attorney's Fees* to
19 be filed 21 days after the *Order* is entered, the individuals working on the *Memo* were
20 unaware the Court interpreted the rule to bar relief prior to the 21 days where the item
21 at issue was a memo as to amount only, and filed within that 21-day time period.
22 Although we are requesting the Court modify this *Order* on that basis in the above
23 section, in the event the Court declines to do so, we request the Court set aside the
24 *Order* based on this discrepancy.

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¹¹ *Yochum v. Davis*, 98 Nev. 484, 486, 653 P.2d 1215, 1216 (1982).

1 In any event, we believed the *Memorandum of Fees and Costs* was timely filed,
2 and upon learning it was not filed by end of day on August 10, given our staffing
3 issues, we immediately had it filed, less than 12 hours later.

4 **4. Good faith**

5 This request is made in good faith and because we truly believe equity and
6 justice requires an award of attorney's fees to Cristina in this case. Cristina has not
7 been permitted to collect on the equalization payment awarded to her in the divorce,
8 and instead has had to extend more than another \$100,000 in attorney's fees
9 defending against Craig's attempts to evade paying what he agreed, promised, and
10 was ordered to pay.

11 Given we believed the *Memorandum of Fees and Costs* was timely filed, and
12 filed it immediately on August 11 when we realized the inadvertent error, the lack of
13 prejudice to Craig to reconsider the *Order*, and under the *Yochum* factors as set forth
14 above, in the alternative to the other requests made herein, we request the Court set
15 aside the *Order Denying Attorney's Fees*.

17 **E. Sanctions are Exempt from the Deadline in Rule 54(d)**

18 The Court's *Decision and Order* awarded Cristina sanctions pursuant to EDCR
19 7.60, which states:

20 Rule 7.60. Sanctions.

21
22 (b) The court may, after notice and an opportunity to be heard, impose upon
23 an attorney or a party any and all sanctions which may, under the facts of the
24 case, be reasonable, including the imposition of fines, costs or attorney's fees
25 when an attorney or a party without just cause:

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

28 (2) Fails to prepare for a presentation.

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

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

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

2 ***Rule 54(d)(2)(D) on its face exempts sanctions*** from the deadline to file a
3 motion for attorney's fees:

4 Exceptions. Rules 54(d)(2)(A) and (B) do not apply to claims for
5 attorney fees as sanctions or when the applicable substantive law
requires attorney fees to be proved at trial as an element of damages.

6 The Court already issued an order indicating that fees were being awarded as
7 sanctions pursuant to EDCR 7.60, so even if the Court rejects every argument above
8 to set aside, modify, or reconsider the *Order Denying Attorney's Fees*, Cristina
9 requests the Court award her sanctions against Craig in an amount determined by the
10 Court, as the Rule 54(d) deadline never applies to sanctions.

11 Further, given that the fees incurred prior to the trial were listed as an issue for
12 the trial (which is why evidence was presented at that time), if the Court's construes
13 its *Decision and Order* as awarding attorney's fees to Cristina as an element of
14 damages at trial, those are also exempt from the time limits outlined in the Rule.

15 16 **IV. CONCLUSION**

17 Based on the above, Cristina respectfully asks the Court to issue the following
18 orders:

- 19 1. Reconsider, alter, amend and/or set aside the *Order Denying*
20 *Attorney's Fees and Costs*, and alter the preceding order
21 extending the time from 15 days to 16 days, rendering it timely
22 filed to allow Cristina's *Memorandum of Fees and Costs* to be
23 considered for an award of attorney's fees and costs.
- 24 2. Order Craig to pay sanctions pursuant to its determination that
25 sanctions were warranted.
- 26 3. Issue fees as an element of damages at trial to Cristina as the
27 Court deems just and necessary.

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4. For such other and further relief this Court deems just and appropriate.

DATED this 7th day of September, 2021.

Respectfully submitted by:
WILLICK LAW GROUP
/s/ Marshal S. Willick

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

LORIEN K. COLE

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CERTIFICATE OF SERVICE

Pursuant to Rule 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 7th day of September, 2021, I caused the documents entitled document to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), Rule 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 Rule 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

/s/ Mallory Yeargan

An Employee of the WILICK 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**

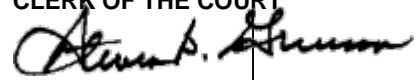
Party filing Motion/Opposition: Willick Law Group Date: 9/7/21
/s/ Mallory Yeargan

Signature of Party or Preparer: _____

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Attorney for Defendant

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

* * * *

CHRISTINA HINDS,

Plaintiff,

vs.

CRAIG MUELLER,

Defendant.

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

**DEFENDANT'S OPPOSITION TO
PLAINTIFF'S MOTION
RECONSIDER AND COUNTER-
MOTION FOR ATTORNEY'S
FEES POST-JUDGMENT**

COMES NOW, Defendant, by and through his attorney of record, MICHAEL MCAVOYAMAYA, ESQ., and hereby brings this Opposition to Plaintiff's Motion to Reconsider and Counter-Motion for Attorney Fees.

This opposition is made and based upon the filings, the memorandum of points and authorities submitted herewith, and the affidavits and exhibits attached hereto.

Dated this 20th day of September, 2021.

/s/ Michael J. Mcavaoyamaya

MICHAEL J. MCAVOYAMAYA, ESQ.

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Attorney for Defendant

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION.**

3 On July 27, 2021, this Court entered its order regarding the evidentiary hearing held before
4 this Court on April 1, 2021 and May 10, 2021. Both parties requested attorney fees and costs in
5 the cross-motions relating to the parties MSA. *See* Order, 7/17/2021, at 5:18-19. This Court found
6 that:

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

10 *Id.* at 25:7-13.

11 The Court further concluded that while Defendant sent some less than cordial text messages
12 to Plaintiff that might have warranted contempt sanctions, because those messages occurred in a
13 limited timeframe and Defendant has been compliant for the last 1.5 years "the Court no longer
14 finds it appropriate to sanction Craig for the past contempts with fines." *Id.* at 32:15-33:4. The
15 Court noted that it "would find it appropriate to award Cristina attorney fees and costs as sanctions
16 for having to bring this matter before the Court which likely motivated Craig's compliance." *Id.*
17 Ultimately, however, under the heading "Attorney Fees" in the Order, this Court found:

18 that Cristina has been successful in obtaining enforcement of the property
19 equalization obligation, but Cristina breached the MSA by taking funds that belong
20 to Craig. Eventually, Cristina admitted that Craig is entitled to an offset against his
21 property equalization obligation for those funds. Accordingly, Cristina is entitled
22 to an award of her reasonable attorney fees and costs that she incurred only after
her concession that Craig is entitled to an offset in the amount of \$36,871.

23 *Id.* at 35:1-7.

24 The Court's order clearly denied Defendants' request for attorneys' fees due to Plaintiff's
25 initial breach of the MSA, but noted that it would find Plaintiff entitled to attorneys' fees after the
26 concession on the record that she took Defendant's money owed under the MSA pursuant to the
27 terms of the MSA regarding attorneys' fees to prevailing parties, not as a sanction. *Id.* The Court's
28 attorneys' fees order was clearly rooted in the attorneys' fees provision of the MSA and predicted

1 on the fact that the Court found Christina to be a prevailing party under the MSA. *Id.* The Court
2 ruled that “no later than August 10, 2021, Cristina shall file a *Memorandum of Fees and Costs* to
3 include a *Brunzell Affidavit* and accompanied by her attorney’s billing statement which shall
4 expressly set out only those attorney fees and costs consistent with the findings herein.” *Id.* at
5 37:18-38:6 (emphasis added). Defendant was given “No later than August 25, 2021,...to file a
6 response, together with his own attorney’s billing statement for comparison purposes.” *Id.*

7 Despite the Court’s clear order that Plaintiff’s Memorandum of Fees and Costs be filed “no
8 later than August 10, 2021” (*id.*) Plaintiff filed their memorandum/motion late, as noted in
9 Plaintiff’s memorandum itself: “Our calendar indicates that this Memorandum of Fees and Costs
10 was actually due yesterday; unfortunately, the paralegal who was actually going to file the
11 document was out of the office. We respectfully request the Court grant us a one-day enlargement
12 of time to file the document; we do not believe anyone would be prejudiced in any way.” *See* Pltf’s
13 Memo. Atty Fees, at 2:26-28. Plaintiff’s memorandum is, therefore, a fugitive document filed in
14 direct violation of this Court’s order on July 27, 2021, and NRCP 54(d). *See* Order, 7/27/21, at
15 37:18-38:6; *see also* Nev. R. Civ. P. 54(d).

16 Recognizing that Plaintiff’s motion was untimely, Defendant’s counsel emailed Plaintiff’s
17 counsel informing him of the rules on extending requests for attorneys’ fees after statutory or Court
18 order deadlines to file the request, and demanded that Plaintiff withdraw the fugitive document
19 before the deadline to respond or Defendant would file a response with a motion for post-judgment
20 attorney’s fees. *See* Correspondence with Pltf. Counsel, attached as **Exhibit 1**, at 1-3. Plaintiff’s
21 counsel, Marshall Willick, Esq. refused, lodging a litany of inapplicable rules and arguments for
22 why his lack of diligence in filing the memorandum would be excused by this Court. Defendant’s
23 counsel waited until the deadline to file the response, and Plaintiff’s counsel did not withdraw the
24 memorandum.

25 On August 25, 2021, before Defendant could file his response and motion for attorney’s
26 fees this Court, *sua sponte* correctly and preemptively entered an order denying attorney fees and
27 costs to Plaintiff finding that in its order on July 26, 2021 it ordered Plaintiff file the memorandum
28 of fees and costs “no later than August 10, 2021.” *See* Order, 8/25/2021, at 1. The Court further

1 found “that on August 11, 2021, Christina untimely filed her *Plaintiff’s Memorandum of Fees and*
2 *Costs.*” *Id.* at 2. The Court ruled that pursuant to NRCPP 54(d) it could not extend the time for filing
3 the motion for attorneys’ fees after the deadline expired, and denied the request. *Id.* Plaintiff’s
4 counsel, refusing to accept the consequences of his own lack of diligence, now files this frivolous
5 Motion to Reconsider, Set Aside, Alter or Amend the Order Denying Attorney’s Fees and Costs,
6 unnecessarily multiplying proceedings in this case based on self-serving requested interpretations
7 of numerous Nevada Rules of Civil Procedure that are unsupported by precedent, contrary to the
8 plain language of the rules, and clearly barred by the very rules cited in support of the motion.

9 **A. THIS COURT LACKS JURISDICTION TO RULE ON PLAINTIFF’S MOTION**
10 **FOR RECONSIDERATION.**

11 The absurd contradictory arguments advanced by Plaintiff in support of their “Motion to
12 Reconsider” begin from the very first lines in Plaintiff’s argument section. Plaintiff cites EDCR
13 5.512 (actually 5.513) noting that the rule provides that:

- 14 (a) A party seeking reconsideration and/or rehearing of a ruling (*other than an*
15 *order that may be addressed by motion pursuant to Rule 50(b), 52(b), 59 or 60*),
16 must file a motion for such relief within 14 calendar days after service of notice
17 of entry of the order unless the time is shortened or enlarged by order. A motion
18 for reconsideration does not toll the period for filing a notice of appeal.

19 *See* E.D.C.R. § 5.513(a).

20 In the very next line, Plaintiff proceeds to argue reconsideration based on Nevada Rule of
21 Civil Procedure 59(e), precisely one of the rules EDCR 5.513 expressly exempts from the rule. *Id.*
22 *see also* Pltf. Mot. Rec., at 7:2-13. Plaintiff cites NRCPP 59(e) noting that it “allows a party to file
23 a motion to alter or amend a judgment within 10 days of written notice of entry of the judgment.”
24 *See* Pltf. Mot. Rec., at 7:12-25. Similarly, Plaintiff cites NRCPP 52(b), noting that “a party’s motion
25 filed not later than 10 days after service of written notice of entry of judgment, the court may
26 amend its findings or make additional findings and may amend the judgment accordingly.” *Id.*
27 Here, the Judgment Plaintiff requests this Court amend to make her request for attorney fees and
28 costs timely was entered on July 26, 2021, and the Notice of Entry of Judgment filed and served
by the Court on July 27, 2021.

1 Plaintiff requests that this Court alter or amend the Court's judgment entered on July 27,
2 2021, pursuant to NRCP 52(b) and 59(e) to alter or amend the deadline for filing the memorandum
3 of fees and costs "extending the time from 15 days to 16 days, rendering" Plaintiff's untimely
4 memorandum timely. *See* Pltf's Mot. Rec., at 14:19-27. Plaintiff also requests that this Court alter
5 or amend the June 27, 2021 judgment to "Order Craig to pay sanctions pursuant to its
6 determination that sanctions were warranted," and "Issue fees as an element of damages at trial to
7 Cristina as the Court deems just and necessary." *Id.* In addition to this request being barred by
8 NRCP 54(d) as this Court has already ordered, Plaintiff's motion to alter or amend the judgment
9 pursuant to NRCP 52(b) and 59(e) to extend the subject deadline and change the language of the
10 judgment to permit Plaintiff to recover fees as sanctions or trial damages is inexcusably late, having
11 been filed forty-two (42) days after the Notice of Entry of Judgment was entered on July 27, 2021.
12 *See* NEO, 7/27/2021, at 1. Further, NRCP 6(b) makes absolutely clear that "[a] court *must not*
13 *extend the time to act* under Rules 50(b) and (d), 52(b), 59(b), (d), and (e), and 60(c)(1), and must
14 not extend the time after it has expired under Rule 54(d)(2)." *See* Nev. R. Civ. P. 6(b); *see also*
15 *Culinary & Hotel Serv. Workers Union v. Haugen*, 76 Nev. 424, 426, 357 P.2d 113, 114 (1960).

16 The statutory bar on the district court to hear an untimely Motion pursuant to NRCP 52(b)
17 and 59(e) is not substantive, but jurisdictional. "A 'motion to amend' filed under NRCP 59 ". . .
18 shall be served not later than 10 days after service of written notice of entry of the judgment."
19 NRCP 59(e). Here, the 'motion to amend' was not filed within the required 10 day period;
20 therefore, the district court *was without jurisdiction to consider it.*" *Oelsner v. Charles C. Meek*
21 *Lumber Co.*, 92 Nev. 576, 577, 555 P.2d 217, 217 (1976) (emphasis added).

22 *It is well established that a district court is without jurisdiction to consider an*
23 *untimely NRCP 59(e) motion. Oelsner v. Charles C. Meek Lumber Co.*, 92 Nev.
24 576, 577, 555 P.2d 217, 217 (1976). Because the motion to amend was not filed
25 within the statutorily prescribed ten-day period, the amended judgment was entered
without a jurisdictional foundation and is therefore void. *Id.* Therefore, the district
court's order amending and offsetting the judgment must be reversed.

26 *See Stapp v. Hilton Hotels Corp.*, 108 Nev. 209, 212, 826 P.2d 954, 956 (1992) (emphasis added).

27 It is well established that this Court is without jurisdiction to entertain any motion pursuant
28 to NRCP 52(b) and 59(e) filed outside the ten (10) day deadline to file such motions. *Id.* Plaintiff's

1 Motion to Reconsider seeks to alter or amend the July 27, 2021 Judgment entered by this Court to
2 extend the deadline for filing the memorandum of fees and costs well outside the ten (10) day
3 deadline despite citing the deadline in their Motion and thus having clear knowledge of the time
4 limitation. *See* Pltf’s Mot. Rec., at 14:19-27. Like Plaintiff’s request to extend the deadline to file
5 the request for attorney’s fees after the deadline has expired pursuant to NRCP 54(d)(2)(C),
6 Plaintiff’s Motion to Reconsider, Alter or Amend pursuant to NRCP 52(b) and 59(d) to extend the
7 missed deadline in the July 27, 2021 Judgment or otherwise alter the terms of that Judgment to
8 allow Plaintiff to recover fees is inexcusably late and the Court lacks jurisdiction to consider this
9 Motion. *See Stapp*, 108 Nev. at 212; *see also* Nev. R. Civ. P. 6.

10 Further, Nevada Rule of Appellate Procedure (“NRAP”) 4(a) is similarly clear that “a
11 notice of appeal must be filed after entry of a written judgment or order, and no later than 30 days
12 after the date that written notice of entry of the judgment or order appealed from is served.” *See*
13 NRAP 4(a). NRAP 4(a) further provides that the deadline to file the notice of appeal is tolled upon
14 the filing of a motion to amend pursuant to NRCP 52(b), or to alter or amend a judgment pursuant
15 to NRCP 59, so long as the “party timely files” the motion. *Id.* “Such a motion will toll the time
16 for appeal; however, it must be timely made.” *See Morrell v. Edwards*, 98 Nev. 91, 93, 640 P.2d
17 1322, 1324 (1982) *citing* NRAP 4(a). If the motion “is not served within ten days after service of
18 written notice of entry of the judgment, the time for appeal is not tolled.” *Id. citing Haugen*, 76
19 Nev. 424; *Browder v. Director, Ill. Dept. of Corrections*, 434 U.S. 257 (1978); *Sonnenblick-*
20 *Goldman Corp. v. Nowalk*, 420 F.2d 858 (3rd Cir. 1970); *cf. Oelsner*, 92 Nev. 576 (district court
21 without jurisdiction to consider untimely NRCP 59(e) motion).

22 The Notice of Entry of Order for the July 26, 2021 judgment was filed on July 27, 2021.
23 The deadline for Plaintiff’s to file a notice of appeal was August 26, 2021. Plaintiff filed the present
24 Rule 52(b) and Rule 59(e) motion on September 7, 2021, forty-two (42) days after the Notice of
25 Entry of Judgment, and twelve (12) days after the deadline to file the notice of appeal expired. As
26 such, not only is this Court jurisdictionally barred from addressing Plaintiff’s Motion to
27 Reconsider, Alter, or Amend, the Nevada Appeals Court and/or Supreme Court would be similarly
28

jurisdictionally barred from addressing this matter because it seeks to alter the Court’s judgment past the deadline to appeal.

Finally, the Nevada Supreme Court “has consistently explained that ‘a timely notice of appeal divests the district court of jurisdiction to act and vests jurisdiction in this court’ and that the point at which jurisdiction is transferred from the district court” to the Nevada Supreme Court. *See Mack-Manley v. Manley*, 122 Nev. 849, 855, 138 P.3d 525, 529-30 (2006). “Although, when an appeal is perfected, the district court is divested of jurisdiction to revisit issues that are pending before this court, the district court retains jurisdiction to enter orders on matters that are collateral to and independent from the appealed order, *i.e.*, matters that in no way affect the appeal’s merits.” *Id.* The Nevada Supreme Court has noted that “the district court has no authority to rule on a post-judgment motion to modify a child custody arrangement while an appeal is pending and the custody issue is squarely before this court.” *Id.* Indeed, “the proper and timely filing of a notice of appeal is jurisdictional.” *See Rust v. Clark Cty. Sch. Dist.*, 103 Nev. 686, 688, 747 P.2d 1380, 1382 (1987) *citing Mahaffey v. Investor’s Nat’l Security*, 102 Nev. 462, 725 P.2d 1218 (1986); *Zugel v. Miller*, 99 Nev. 100, 659 P.2d 296 (1983). “Jurisdictional rules go to the very power of this court to act.” *Id.* “Indeed, a timely notice of appeal divests the district court of jurisdiction to act.” *Id. citing Wilmurth v. District Court*, 80 Nev. 337, 393 P.2d 302 (1964).

As Plaintiff notes in her Motion to Reconsider, Alter or Amend, “The court may decide a **postjudgment** motion for attorney fees despite the existence of a pending appeal from the underlying final judgment.” *See* Plt’f’s Mot. Rec., at 8:4-9 *citing* NRCP 54. This is because “after a notice of appeal is filed, the district court retains jurisdiction to decide matters collateral to or independent from the issues on appeal, to enforce orders that are before this court on appeal, and to hold hearings concerning matters that are pending before this court.” *See O’Donnell v. State*, 134 Nev. 990 n.2, 427 P.3d 124 (2018) *citing Foster v. Dingwall*, 126 Nev. 49, 52-53, 228 P.3d 453, 455 (2010); *Mack-Manley*, 122 Nev. 849, at 858 (providing that the district court has the authority to resolve matters that are collateral to and independent of the issues on appeal, ‘*i.e.*, matters that in no way affect the appeal’s merits,’ and explaining that a ‘district court has the power to enforce’ its order being challenged on appeal). “However, *the district court is without*

jurisdiction to enter an order that modifies or affects the order being challenged on appeal.” *Id.* citing *Foster*, 126 Nev. at 52-53, 228 P.3d at 455 (emphasis added).

Here, Plaintiff requests that this Court alter or amend the language in its July 27, 2021 Judgment to make their request for attorney fees and costs timely, or convert the attorney fees award into sanctions or trial damages to exempt the request from the time requirements of Rule 54(d) and the Judgment itself. Defendant has filed a timely notice of appeal of the July 27, 2021 Judgment, and the appeal has been docketed with the Nevada Supreme Court. *See Mueller v. Hinds*, No. 83412. The Court’s granting of attorney fees and costs pursuant to the MSA to Plaintiff as a prevailing party in this matter is an issue on appeal to the Nevada Supreme Court. Altering the Judgment to make the fees a damage issue for trial, or sanctions would alter the character of the fee award, and thus alter the Judgment regarding a matter that is expressly at issue in the appeal. *Id.* As such, this Court lacks jurisdiction to alter the Judgment because it would modify or affect the order challenged on appeal. *See O'Donnell*, 134 Nev. 990 n.2. In keeping with the limits of this Court’s jurisdictional authority post-judgment this Court entered its July 27, 2021 Judgment directing Plaintiff to file a post-judgment request for attorney fees and costs pursuant to Rule 54, and expressly ruled that the request could be filed no later than August 10, 2021. *See Judgment*, 7/26/2021, at 37:18-20. This Court had jurisdiction and authority to entertain that request, even if the case was docketed on appeal, because it would be an order enforcing the judgment entered on July 27, 2021.

Plaintiff failed to timely file the request. In keeping with the limits of its jurisdiction post-judgment, this Court entered the August 25, 2021 Order denying Plaintiff’s untimely request for attorney fees and costs enforcing its Judgment entered on July 27, 2021. *See Order*, 8/25/2021, at 1-2; *see also* Nev. R. Civ. P. 54. Conspicuously absent from Plaintiff’s Motion to Reconsider is any statute or other authority authorizing this Court to alter or amend a judgment to extend the deadline to request fees and costs past the deadline in Rule 54(d), any authority permitting the Court jurisdiction to entertain untimely Rule 52(b) and 59(e) motions, or jurisdiction to relieve a party from a judgment pursuant to Rule 60 after an appeal of that judgment has been docketed.

1 This is because no such authority exists. The law on this matter is well settled, and this Court lacks
2 jurisdiction to address Plaintiff's pending Motion to Reconsider, Alter or Amend.

3 **B. PLAINTIFF'S MEMORANDUM/MOTION IS A FUGITIVE DOCUMENT FILED**
4 **IN DIRECT VIOLATION OF THIS COURT'S JULY 27TH ORDER, THE NEVADA**
5 **RULES OF CIVIL PROCEDURE, AND LOCAL RULES OF THIS COURT.**

6 NRCP 54(d) provides that post-judgment requests for attorneys' fees must be claimed by
7 motion. *Id.* "The court may decide a postjudgment motion for attorney fees despite the existence
8 of a pending appeal from the underlying final judgment." *Id.* The Court is given broad discretion
9 to award attorneys' fees when statute, rule, or other law permit the awarding of attorneys' fees.
10 However, "[u]nless a statute or a court order provides otherwise, the motion must: (i) be filed no
11 later than 21 days after written notice of entry of judgment is served." *Id.* (emphasis added).
12 Further, the motion must also "(ii) specify the judgment and the statute, rule, or other grounds
13 entitling the movant to the award; (iii) state the amount sought or provide a fair estimate of it; (iv)
14 disclose, if the court so orders, the nonprivileged financial terms of any agreement about fees for
15 the services for which the claim is made; and (v) be supported by: (a) counsel's affidavit swearing
16 that the fees were actually and necessarily incurred and were reasonable; (b) documentation
17 concerning the amount of fees claimed; and (c) points and authorities addressing the appropriate
18 factors to be considered by the court in deciding the motion." *Id.* The Court is, however,
19 jurisdictionally barred from extending "the time for filing the motion after the time has expired."
20 *See Nev. R. Civ. P. 54(d)(2)(C); see also Nev. R. Civ. P. 6.*

21 Here, this Court entered its order and made it remarkably clear that Plaintiff's
22 memorandum of fees and costs must be filed "no later than August 10, 2021." *See* Judgement,
23 7/27/21 at 37:18-38:6. This Court was permitted to extend the time period for Plaintiff to file the
24 memorandum between the date of the order, July 27, 2021, and the date the memorandum was
25 due, August 10, 2021. *See Nev. R. Civ. P. 54(d)(2)(C).* Plaintiff could have moved to extend the
26 time period to file the request in that fifteen (15) day time period. *Id.* Further, Plaintiff could have
27 moved to reconsider, alter or amend the judgment pursuant to Rules 52(b) and 59(e) within ten
28 (10) days of the judgment. Plaintiff did neither, and untimely filed the request for fees and costs

1 one day late. After the deadline specified in the Court’s order expired “[t]he court may not extend
2 the time for filing the motion after the time has expired.” *See* Order, 8/25/2021, at 2:5-10.

3 It is important to note that this Court’s July 27, 2021 order does not grant any prior motion
4 or request for attorney fees filed by Plaintiff. Indeed, in every iteration of Plaintiff’s prior requests
5 sought to “be reimbursed 100% of her attorney’s fees and costs from the date of her *First Motion*
6 *for OSC* to the date the *Order* is issued due to the plain language of the MSA.” *See* Pltf Pretrial
7 Memo, 3/29/2021, at 18:14-30:17; Hinds Mot. OSC, 11/8/2019, at 6:20-8:21; Hinds Mot. Enforce
8 Div. Dec., 3/27/2020, at 8:1-10:18; Hinds Mot. OSC, 5/11/2020, at 3:1-2. Each of these requests
9 was denied by this Court on July 27, 2021. *See* Order, 7/27/2021, at 35:1-7. This Court’s July 27,
10 2021 Order instead found that rather than Plaintiff being entitled to all her attorney’s fees as a
11 prevailing party under the MSA, because Plaintiff breached the MSA first, she was “entitled to an
12 award of her reasonable attorney fees and costs that she incurred only after her concession that
13 Craig is entitled to an offset in the amount of \$36,871.” *See* Order, 7/27/2021, at 35:1-8.

14 As Rule 54 expressly notes, any request for attorney fees and costs requires, at a minimum,
15 that the motion:

16 (ii) specify the judgment and the statute, rule, or other grounds entitling the movant
17 to the award;

18 (iii) state the amount sought or provide a fair estimate of it;

19 (iv) disclose, if the court so orders, the nonprivileged financial terms of any
20 agreement about fees for the services for which the claim is made; and

21 (v) be supported by:

22 (a) counsel’s affidavit swearing that the fees were actually and necessarily incurred
23 and were reasonable;

24 (b) documentation concerning the amount of fees claimed; and

25 (c) points and authorities addressing the appropriate factors to be considered by the
26 court in deciding the motion.

27 *See* Nev. R. Civ. P. 54.

28 Plaintiff’s prior requests for post-judgment attorney fees and costs did not comply with the
rule, which is why the Court directed Plaintiff to “file a *Memorandum of Fees and Costs* to include
a *Brunzell Affidavit* and accompanied by her attorney’s billing statement which shall expressly set
out only those attorney fees and costs consistent with the findings” no later than August 10, 2021.
See Order, 7/27/2021, at 37:18-38:6. Indeed, every iteration of Plaintiff’s request for attorney fees

1 and costs deferred compliance with Rule 54 until after judgment was entered in Plaintiff's favor.
2 See Pltf Pretrial Memo, 3/29/2021, at 18:14-30:17; Hinds Mot. OSC, 11/8/2019, at 6:20-8:21;
3 Hinds Mot. Enforce Div. Dec., 3/27/2020, at 8:1-10:18; Hinds Mot. OSC, 5/11/2020, at 3:1-2. For
4 this very reason, Plaintiff's prior requests for attorney's fees cannot be considered proper motions
5 for post-judgment attorney fees under Rule 54. The Court's denial of those prior requests and
6 express ruling that it would grant a post-judgment request for attorney fees and costs upon a post-
7 judgment request with a qualifying Memorandum of Fees and Costs, *Brunzell* Affidavit and
8 attorney's billing statement be considered a grant of the prior requests. Rather, the post-judgment
9 request for fees and costs as a prevailing party under the MSA, by its nature as a prevailing party
10 award, could only be sought post-judgment after a party is successfully in enforcing the MSA. See
11 Judgment, 7/27/2021, at 34-35.

12 For this reason, Plaintiff needed to again request a modified attorney fee amount in
13 accordance with the Court's order and NRCP 54(d) "no later than August 10, 2021." *Id.* at 37:18-
14 20. As NRCP 54(d) expressly states, when a court orders a deadline to seek attorney fees the
15 request must be made within that deadline. *Id.* The Court may not extend the time period to make
16 the request. This Court correctly ruled that it could not extend the deadline. See NRCP 54(d).
17 Plaintiff asserts that she "complied with this requirement no less than *two times* (of the six times
18 requested) by filing her motions for fees as listed in the procedural history above." See Pltf's Mot.
19 Rec., at 8:10-13. However, Plaintiff did not actually comply with the rule, which is why the
20 affidavit, addressing of the *Brunzel* factors, and schedule of fees and costs was still required.

21 Plaintiff argues that the fees "issue was decided within the Court's *Findings of Fact,*
22 *Conclusions of Law, and Orders* pursuant to the plain language of the MSA...There was no further
23 legal analysis required, nor any need to file any more motions for fees." *Id.* at 9:1-6. This
24 representation is contrary to this Court's Order denying the request for attorney fees. See Order,
25 8/25/2021, at 1-2. Plaintiff's position is also flatly rejected by the Judgment itself, which expressly
26 order Plaintiff to file the memorandum "to include a *Brunzell Affidavit* and accompanied by her
27 attorney's billing statement which shall expressly set out only those attorney fees and costs
28 consistent with the findings herein" no later than August 10, 2021. See Judgment, 7/27/2021, at

37-38. If there were no further legal issues to address, the memorandum, addressing of the *Brunzell* factors, and opportunity for Defendant to respond no later than August 25, 2021, would not have been necessary. *Id.*

Plaintiff argues that “first, that Rule 54 should not apply to the submission of a *Memorandum of Fees and Costs* in this procedural context, because the *Memo* was not a ‘postjudgment motion for fees’ and therefore should not be subject to the restricted time limits of Rule 54(d).” *see* Pltf’s Mot. Rec., at 9:8-11. This position is fundamentally inconsistent with the type of attorney fee award Plaintiff requested, and this Court awarded. As the Court made clear in its Judgment under the heading “Attorney Fees” “the *MSA* provides that ‘[s]hould either party bring an action to enforce or interpret this Marital Settlement Agreement, *the non-prevailing party in the action shall pay the reasonable attorney’s fees and costs incurred by the prevailing party in that action.*” *See* Judgment, 7/27/2021, at 34:13-19. The Court then found that:

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

Id. at 35:1-7.

Quite obviously, a party cannot move for attorney fees and “*specify the judgment and the statute, rule, or other grounds entitling the movant to the award*” before the judgment is entered. *See* NRCp 54. This is especially true because the judgment and grounds for attorney fees was rooted in contract, and Plaintiff needed to be adjudged the prevailing party before the basis for the award was ripe. Importantly, the Court’s ruling that Plaintiff was “entitled to an award of her reasonable attorney fees and costs” is not a decision on a post-judgment request for attorney fees under Rule 54. Rather, the July 27, 2021 Judgment simply establishes the specific judgment, and the grounds for which Plaintiff could request the award, so long as it was requested prior to the expiration of the deadline. *See* Judgment, 7/27/2021, at 37-38; *see also* Order, 8/25/2021, at 1-2.

Plaintiff continues this fruitless endeavor by asserting, contrary to this Court’s August 25, 2021 Order, and the plain language of NRCp 54(d), that if the time limit in Rule 54(d) does apply,

1 “the Court is still not barred from granting Cristina fees under Rule 54(d)” because “[t]he Court’s
2 deadline in the *Order* was *shorter* than the statutory 21-day limit set forth in Rule 54(d), and the
3 Court has the inherent authority to reconsider and alter any of its orders that are not statutorily
4 timebarred.” *See* Pltf’s Mot. Rec., at 9:12-21. This fanciful, remarkably self-serving position is
5 squarely contradicted by the plain language of Rule 54(d) itself, which makes the 21-day limit the
6 default deadline to file the request for attorney fees “unless a statute or court order provides
7 otherwise.” *See* NRCP 54(d). Here, this Court’s order prescribed a 15 day, rather than 21 day
8 deadline, and was not able to be extended. *Id.* Further, as outlined above, Plaintiff’s request to
9 reconsider and alter the July 27, 2021 Judgment is statutorily time barred by NRCP 6, 52(b) and
10 59(e), and NRAP 4. This Court simply does not have jurisdiction to address Plaintiff’s request. All
11 of the precedent Plaintiff cites regarding the Court’s authority to reconsider its own deadlines are
12 cases acknowledged that during the pendency of the proceedings, the Court has inherent authority
13 to reconsider its own rulings and decisions. *See Trail v. Faretto*, 91 Nev. 401, 403, 536 P.2d 1026,
14 1027 (1975); *Divorce. of Child & Family Servs. v. Eighth Judicial Dist. Court*, 120 Nev. 445, 451,
15 92 P.3d 1239, 1243 (2004); *In re Water Rights of the Humboldt River*, 118 Nev. 901, 59 P.3d 1226,
16 1229 (2002); *Halverson v. Hardcastle*, 123 Nev. 245, 163 P.3d 428 (2007); *Grenz v. Grenz*, 78 Nev.
17 394, 274 P.2d 891 (1962); *Murphy v. Murphy*, 64 Nev. 440, 183 P.2d 632 (1947); *Lindsay v.*
18 *Lindsay*, 52 Nev. 26, 280 P. 95 (1929); *Reed v. Reed*, 88 Nev. 329, 497 P.2d 896 (1972).

19 After a final judgment, however, a party has ten (10) days to alter or amend pursuant to
20 NRCP 52(b) and 59(e), and those deadlines cannot be extended. *See* NRCP 6. Further, upon the
21 filing of a notice of appeal, this Court is divested of jurisdiction over the case. *See* NRAP 4. For
22 these reasons, this Court cannot reconsider its Judgment entered on July 27, 2021, and lacks
23 jurisdiction to grant Plaintiff her desired relief.

24 Finally, Plaintiff asserts that pursuant to NRCP 60, the Court can set aside the deadline to
25 file the memorandum in the Judgment for “mistake, inadvertence, surprise, or excusable neglect.”
26 *See* NRCP 60(a). However, “after an appeal has been docketed in the appellate court and while it
27 is pending, such a mistake may be corrected only with the appellate court’s leave.” *Id.* Here, there
28 is a docketed appeal. This Court cannot alter the appealed Judgment without leave of the appellate

1 court. *Id.* Further, in bad faith, Plaintiff uses the date of the August 25, 2021 Order denying the
2 request for attorney fees as the date for “Prompt application to remove the judgment.” *See* Pltff’s
3 Mot. Rec., at 12:3-6. However, the heading in this section of Plaintiff’s motion is clear that it is
4 seeking to set aside “**The Prior Order Directing Filing of the Memorandum.**” *Id.* at 11:12-13.
5 Plaintiff’s motion was not prompt, as the order sought to set aside was filed on July 27, 2021, and
6 Plaintiff has been on notice of the deficiency since August 19, 2021. *See* **Ex. 1**, at 1-2.

7 Plaintiff’s counsel’s assertion of lack of knowledge of the procedural requirements of Rule
8 54(d) is not sufficient basis to overcome the jurisdictional bar on this Court from extending the
9 deadline. Finally, this request is not made in good faith as the law is clear, Plaintiff’s counsel is
10 fully aware of the well established law barring their request, and Plaintiff’s counsel has brought
11 the frivolous request anyway despite this Court clear lack of jurisdiction to address the request. As
12 such, Plaintiff’s motion must be denied.

13 C. **Post-Judgment Attorney Fees And Costs As Sanctions Pursuant To EDCR 7.60 And**
14 **NRCP 11 For Plaintiff’s Filing Of This Frivolous Motion, Unreasonably And**
15 **Vexatiously Multiplying Proceedings, Failure To Comply With The Rules Of Civil**
Procedure, And This Court’s Orders Should Be Granted.

16 As outlined above, while this Court now lacks jurisdiction to reconsider, alter or amend the
17 July 27, 2021 Judgment to allow Plaintiff to file a timely request for attorney fees, this Court still
18 retains jurisdiction “to decide matters collateral to or independent from the issues on appeal, to
19 enforce orders that are before this court on appeal, and to hold hearings concerning matters that
20 are pending before” the Supreme Court. *See O'Donnell*, 134 Nev. 990 n.2. EDCR 7.60 provides
21 that “[t]he court may, after notice and an opportunity to be heard, impose upon an attorney or a
22 party any and all sanctions which may, under the facts of the case, be reasonable, including the
23 imposition of fines, costs or attorney’s fees *when an attorney or a party without just cause*”:

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

1 See Nev. EDCR 7.60 (emphasis added).

2 Similarly, NRCP 11 provides that “[b]y presenting to the court a pleading, written motion,
3 or other paper—whether by signing, filing, submitting, or later advocating it—an attorney or
4 unrepresented party certifies that to the best of the person’s knowledge, information, and belief,
5 formed after an inquiry reasonable under the circumstances” that:

6 (1) *it is not being presented for any improper purpose, such as to harass, cause
unnecessary delay, or needlessly increase the cost of litigation;*

7 (2) *the claims, defenses, and other legal contentions are warranted by existing law
8 or by a nonfrivolous argument for extending, modifying, or reversing existing law
or for establishing new law;*

9 ...

10 See Nev. R. Civ. P. 11(emphasis added).

11 Plaintiff’s counsel, Marshal Willick, Esq., has, without just cause, presented to this Court
12 the present motion which is obviously frivolous, unnecessary, and unwarranted because, by the
13 very rules cited in the motion itself, it is untimely and jurisdictionally barred. See Nev. R. Civ. P.
14 §§ 6, 52, 54, 59, 60; see also EDCR 5.512; see also EDCR 7.60; see also Nev. R. Civ. P. 11.
15 Plaintiff raises three Nevada Rules of Civil Procedure and one Eighth Judicial Court Rule as
16 forming the basis for her motion to reconsider, alter or amend: (1) EDCR 5.512; (2) NRCP 59(e);
17 (3) NRCP 52(b); and (4) NRCP 60. See Plt’s Mot. Rec., at 7, 11. By the plain and clear language
18 of each of these rules and the time periods prescribed by them Plaintiff’s motion is wholly
19 frivolous. Plaintiff clearly and knowingly requests that this Court alter its July 27, 2021 Judgment
20 by “extending the time from 15 days to 16 days, rendering it timely filed to allow Cristina’s
21 *Memorandum of Fees and Costs* to be considered for an award of attorney’s fees and costs,” to
22 “Order Craig to pay sanctions pursuant to its determination that sanctions were warranted,” and to
23 “Issue fees as an element of damages at trial to Cristina as the Court deems just and necessary.”
Id. at 14:17-27.

24 Plaintiff’s counsel is well aware that the order they are actually requesting to alter by this
25 frivolous motion was entered on July 27, 2021, not the order denying attorney fees entered on
26 August 25, 2021. Despite this fact, Plaintiff disingenuously and frivolously argues that this motion
27 is timely because it was filed within ten (10) days of the subsequent order of this Court entered on
28 August 25, 2021, enforcing the deadline to file the memorandum of fees and costs in the Court’s

1 July 27, 2021 Judgment. *Id.* at 7:23-25. Plaintiff cannot credibly argue just cause to bring this
2 motion because by the very laws cited and arguments advanced in their Motion it is clear that
3 Plaintiff understands that the only possible way that this Court could grant them the relief they are
4 requesting is by reconsidering, altering, or amending the July 27, 2021 Judgment to extend the
5 time to file the memorandum of fees and costs “from 15 days to 16 days,” rendering their untimely
6 filed Memorandum of Fees and Costs timely. *Id.* at 14:17-27. It is for this reason that while they
7 feign that this motion is for reconsideration of the August 25, 2021 order enforcing the July 27,
8 2021 Judgment, all the pertinent decisions/rulings Plaintiff seeks the Court to reconsider, alter
9 and/or amend were entered on July 27, 2021.

10 On the date of Plaintiff’s Motion forty-two (42) days had passed since this Court’s July 27,
11 2021 Judgment setting the deadline to file the memorandum of fees and costs to no later than
12 August 10, 2021. *See* NOEJ, 7/27/2021, at 1. Under EDCR 5.512, Rule 59, and Rule 52(b) the
13 motion is untimely. Further, EDCR 5.512 very clearly applies to prejudgment matters, as it
14 exempts entirely “an order that may be addressed by motion pursuant to Rule 50(b), 52(b), 59 or
15 60.” *See* EDCR 5.512. A motion to amend a judgment or order pursuant to NRCP 52(b) must be
16 filed “not later than 10 days after service of written notice of entry of judgment.” *See* Nev. R. Civ.
17 P. 52. NRCP 59(e) similarly must be filed not later than ten (10) days after notice of entry of the
18 judgment. *See* NRCP 59; *see also* Pltf’s Mot. Rec., at 7:12-17. A Rule 60 Motion may be filed
19 within six (6) months of a judgment, but the rule expressly states that a court lacks jurisdiction to
20 address a Rule 60 motion after an appeal has been docketed. *See* NRCP 60. Plaintiff’s counsel’s
21 arguments that Rule 54(d) does not apply to their request for attorney fees in this matter is also
22 clearly contrary to the plain language of the rule, and defense counsel put Plaintiff’s counsel on
23 notice on August 19, 2021, that NRCP 6 expressly bars extension of time for motions pursuant to
24 Rules 52(b), 54(d), and 59(e). *See* **Ex. 1**, at 1.

25 There is no possible excuse that Plaintiff’s counsel could possible advance that would
26 change the character of the present motion from anything other than frivolous, unnecessary,
27 unwarranted and filed without just cause. *See* Nev. EDCR 7.60; *see also* Nev. R. Civ. P. 11.
28 Further, in filing this frivolous motion Plaintiff’s counsel has forced defense counsel to respond

1 and the Court to schedule a hearing on the motion multiplying the proceedings in a case to increase
2 costs unreasonably and vexatiously. *Id.* Not only did Plaintiff's counsel fail to comply with NRCPC
3 54 and the Court's Judgment not to file the memorandum of costs after August 10, 2021, Plaintiff's
4 counsel doubled down on his failure to follow the rules and orders of this Court by filing this
5 frivolous motion in violation of Rules 6, 52, 59, and 60, when this Court clearly lacks jurisdiction
6 to grant Plaintiff's request. Importantly, Plaintiff's counsel has failed to accept responsibility for
7 his lack of diligence in this matter, shifting the blame to unnamed "individuals working on the
8 *Memo*" not knowing the rule. *See* Pltf's Mot. Rec., at 12:18-19.

9 It should be noted that this new excuse appears to be entirely different from the excuse that
10 Plaintiff's counsel advanced in the memorandum itself, which was that "the paralegal who was
11 actually going to file the document was out of the office." *See* Pltf's Memo. Fees and Costs, at 2
12 n1. Plaintiff's counsel changing the excuse for his failure to file the memorandum in time to
13 individuals in his office not understanding the Rule 54(d)'s requirements calls into question his
14 veracity and candor with this Court, and appears to be advanced solely in an effort to meet a Rule
15 60 standard that cannot even be applied in this case because of the docketed appeal. *See* Pltf's Mot.
16 Rec., at 12:17-24. Ultimately, this Court's enforcement of the July 27, 2021 Judgment in its order
17 denying Plaintiff's request for attorney fees and costs was not simply permissive, but mandatory,
18 and caused by Plaintiff's counsel's lack of diligence. The present motion represents Mr. Willick's
19 clear refusal to accept the consequences of his lack of diligence, unreasonably and vexatiously
20 multiplying proceedings in this matter by filing a motion he knows is entirely frivolous, and
21 statutorily and jurisdictionally barred by the Nevada Rules of Civil Procedure and longstanding
22 Nevada precedent interpreting them. For these reasons, defense counsel requests that this Court
23 enter and order granting defense counsel attorney fees and costs for having to file this response,
24 and address the issue of his untimely filing of the fugitive memorandum of fees and costs.

25 At this time there are additional proceedings that must be held before Plaintiff's frivolous
26 motion may be resolved. At the conclusion of these proceedings Defendant requests leave to file
27 a memorandum of fees and costs associated with responding to Plaintiff's untimely request for
28

1 attorney fees and costs, and frivolous motion for reconsideration. Defendant requests the sanctions
2 be awarded against the Willick Law Group, rather than Plaintiff.

3 **II. CONCLUSION.**

4 Therefore, based on the foregoing, Defendant respectfully requests this Court **DENY**
5 Plaintiff's Motion for Reconsideration, and **GRANT** Defendant leave to file a memorandum of
6 fees and costs as sanctions for Plaintiff filing the frivolous motion.

7 Dated this 20th day of September 2020.

8
9 /s/ Michael J. Mcavoyamaya

10 _____
11 MICHAEL J. MCAVOYAMAYA, ESQ.
12 Nevada Bar No.: 14082
13 1100 E. Bridger
14 Las Vegas, NV, 89101
15 Telephone: (702) 299-5083
16 mike@mrlawlv.com
17 *Attorney for Defendant*
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Attorneys for Plaintiff

Dated this 20th day of September, 2021.

/s/ Michael J. Mcavoyamaya

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RA001511

Exhibit 1



Michael McavoyAmaya <mike@mrlawlv.com>

RE: "Untimely Motion for Attorney's Fees"

2 messages

Marshal Willick <marshal@willicklawgroup.com>

Fri, Aug 20, 2021 at 11:25 AM

To: Michael McavoyAmaya <mike@mrlawlv.com>

Cc: Lorien Cole <lorien@willicklawgroup.com>, Mallory Yeargan <mallory@willicklawgroup.com>

Hi Mike:

I received your after-hours note of yesterday (below). I enjoy creative lawyering – really – but the below demand is as factually and substantively baseless as your “impossibility” and “unreturned withdrawal” arguments at trial, and if pressed, will result in further liability for Craig, and quite possibly a joint and several liability on your part. I will – briefly – explain.

There **was** no post-judgment fees motion, and time limits in NRCP 54 are irrelevant.

Our request for fees was made **prior** to trial (see, e.g., Plaintiff's Pre-Trial Memorandum, starting at page 18). The fees request was granted **at** trial. The requested memorandum is merely evidence as to **amount**, and the district court has plenary authority to set any deadlines it wishes, and to shorten or extend those deadlines at will. See, e.g., Halverson v. Hardcastle; NRCP 1. The local rules – which I helped author – merely require leave of court at any time for any filing outside of the prescribed times, which is why it was requested in a footnote. See, e.g., EDCR 5.502-5.512; those rules are further clarified in the pending 2021 EDCR 5 amendments, which have already been approved (and adopted) by the Family Court, and the entire 8th Judicial District judiciary, and are now pending final enactment by the NVSCT.

In the entire time I have appeared before J. Burton since she was elected, I have never once witnessed her denying a requested one-day extension to file anything, where (as here) it had no impact on court processing or proceedings.

So, act as you believe appropriate, of course, but realize that any filing as threatened below will be met with an opposition and countermotion seeking additional fees from Craig, and your joint and several liability under NRS 7.085, and this cross-correspondence will be included as an exhibit under EDCR 5.501 as proof that you were warned and went ahead anyway. For an explanation of why I would expect that request to be granted if you made it necessary for me to file it, see Legal Note Vol. 28 — Attorney's Fees and Burden Shifting (Oct. 26, 2010), posted at <https://www.willicklawgroup.com/vol-28-attorneys-fees-and-burden-shifting/>. I'd rather not have to do so; please don't make me.

Best personal regards.

Marshal



Willick Law Group

A Domestic Relations & Family Law Firm

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Marshal S. Willick, Esq.
[3591 E. Bonanza Road, Ste. 200](#)
Las Vegas, NV 89110-2101

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From: Michael McavoyAmaya <mike@mrlawlv.com>
Sent: Thursday, August 19, 2021 5:29 PM
To: Marshal Willick <marshal@willicklawgroup.com>
Subject: Untimely Motion for Attorney's Fees

Good afternoon Mr. Willick, I am writing to inform you, in case you didn't already know, that your Motion for Attorneys' Fees is a fugitive document. The Court's order expressly stated "that *no later than* August 10, 2021, Cristina shall file a Memorandum of Fees and Costs." You filed your Motion for Attorneys' Fees on August 11, 2021, a day late, as you note in your Motion: "Our calendar indicates that this Memorandum of Fees and Costs was actually due yesterday; unfortunately, the paralegal who was actually going to file the document was out of the office. We respectfully request the Court grant us a one-day enlargement of time to file the document; we do not believe anyone would be prejudiced in any way." The Court's order was clear that you were not to file any motion for fees and costs after August 10th, making your August 11th motion a fugitive document filed in violation of the Court's order.

Further, Rule 6(b)(1)(B)(ii) of the Nevada Rules of Civil Procedure expressly states that requests for extension of time after a deadline has expired must be by motion and approved by the court upon a showing of good cause and excusable neglect. Because you have not filed a Motion to Extend, the motion for fees is in violation of Rule 6, and is a fugitive document.

Finally, Rule 6(b)(2) provides that "A court must not extend the time to act under Rules 50(b) and (d), 52(b), 59(b), (d), and (e), and 60(c)(1), and must not extend the time after it has expired under Rule 54(d)(2)." Rule 54(d)(2) governs motions for attorneys fees. Rule 54(d)(2)(C), like Rule 6, expressly bars the court from extending "the time for filing the motion after the time has expired." As such, your motion for attorneys' fees and costs is expressly barred by the Nevada Rules of Civil Procedure, and thus a fugitive document.

These rules do not leave the issue of extending time to file a motion for attorneys' fees to judicial discretion. Extensions to file post-judgment motions for attorneys' fees are expressly barred by Nevada Rules of Civil Procedure, so the Court would not be able to extend time for you to file your motion even if it wanted to. There was a deadline to file the motion, you blew the deadline, your entitlement to attorneys' fees is now expired.

I will give you until the date that my opposition to your Motion for Attorneys' Fees is due, August 25, 2021 for you to withdraw the motion. If you fail to do so, I will respond in opposition, file an additional motion to strike the fugitive document, and move for Rule 11 sanctions and attorneys' fees against you personally for violating the Court's order and unnecessarily multiplying proceedings in this matter. Good day.

Michael J. McAvoy-Amaya, Esq.

Attorney - Partner

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Michael McavoyAmaya <mike@mrlawlv.com>

Wed, Aug 25, 2021 at 4:15 PM

To: Marshal Willick <marshal@willicklawgroup.com>

Cc: Lorien Cole <lorien@willicklawgroup.com>, Mallory Yeargan <mallory@willicklawgroup.com>

You were saying? Count yourself lucky the Court got to it before I filed my response, because I would be seeking attorneys' fees against your firm for violating the rule. Good day.

Michael J. McAvoy-Amaya, Esq.

Attorney - Partner

NV Bar 14082



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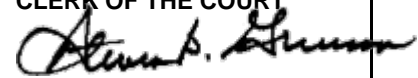
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Attorney for Plaintiff

**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: 10/14/21
TIME OF HEARING: 10:00 A.M.

**REPLY AND OPPOSITION TO
“DEFENDANT’S OPPOSITION TO PLAINTIFF’S MOTION TO
RECONSIDER AND COUNTER-MOTION FOR ATTORNEY’S FEES
POST-JUDGMENT”**

POINTS AND AUTHORITIES

Craig’s *Opposition* is an 18-page tap dance, but no where does Craig point out any ruling by this Court that it was withdrawing its warning before the hearing or its finding after the hearing that fees would be and were warranted as a sanction against Craig for insisting on an evidentiary hearing when Cristina had already admitted the one credit he would be afforded – as she did well over a year ago.

1 It is unnecessary to address many of Craig's comments and assertions,
2 including his lack of understanding of filing requests for relief in the alternative under
3 rules in effect for the past 20 years,¹ or what words such as "fugitive document,"
4 "frivolous," and "bad faith" actually mean or how they apply.² If the Court wishes
5 us to descend any of the many rabbit-holes suggested by Craig anyway, we will do
6 so, but it will not aid the Court in reaching a decision on the actual questions before
7 it.

8 For clarity, the relevant events are:

9 7/26: Order from trial was entered, NEO was same day.

10 8/11: Memo of fees/costs was filed.

11 8/25: Order denying fees filed. NEO was 8/26.

12 9/7 Motion to reconsider was filed.

13 Obviously, the 9/7 *Motion* was filed well within the 60(b) six months from the order
14 after trial, and well within 21 days after the *Order* denying fees. Craig's 10+ pages
15 of attempts to confuse the timeline and deadlines is specious. Our filings were
16 timely, of the earlier order under 60(b), and the latter under NRCp 52 and 59.

17 This Court has inherent authority to reconsider and alter its prior orders, to
18 construe, amend, and enforce its prior judgments and orders, to alter due dates within
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23
24 ¹ See, e.g., *Fritz Hansen A/S v. Eighth Judicial Dist. Court*, 116 Nev. 650, 6 P.3d 982 (2000).

25 ² Throwing out irrelevant phrases and legal propositions without cogent explanation of how
26 they might be directly applicable to this case is a disservice to the Court, and produces mere clutter,
27 bringing to mind the old joke about the man, cornered in an alley, who responded: "Stay back! I
28 know, Karate, Kung Fu, and three other Chinese words."

1 the scope of any statutory limits, to correct any errors, and to construe the rules and
2 all filings³ so as to reach and decide the merits of an issue.⁴

3 As noted in our prior filing, a court can *always* reconsider its own self-imposed
4 deadlines upon good cause, in equity, and to provide justice, within the limits of the
5 rules and statutes, and our best efforts to parse the word salad filed by Craig does not
6 reveal any authority to the contrary. The question presented by the motion is whether
7 the Court chooses to exercise its authority to do so.

8 Similarly, most of Craig’s efforts to attack this court’s jurisdiction can largely
9 be left to die of self-inflicted wounds, and his attempts to conjure a hyper-technical
10 trap in the procedural rules is specious, as the authors of the rules made explicit in
11 their comments when the current Rules of Civil Procedure were promulgated. Even
12 if the Court’s jurisdiction was not explicit, and inherent, Craig’s preferred reading
13 that the rules be read to permit an accidental self-hamstringing inability to do justice
14 to the parties before it would be absurd on its face.

15 Ditto his attempt to say that the court lacks jurisdiction over actually deciding
16 the issue of the attorney fees; this Court has not even *made* a final order as to fees yet
17 – and there certainly has not been an appeal from that not-yet-entered order. Fee
18
19
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21

22 ³ *NC-DSH, Inc. v. Garner*, 125 Nev. 647, 652, 218 P.3d 853, 857 (2009) (“[a] party is not
23 bound by the label he puts on his papers”).

24 ⁴ NRCP 1; *Trail v. Faretto*, 91 Nev. 401, 403, 536 P.2d 1026, 1027 (1975); *Divorce. of Child*
25 *& Family Servs. v. Eighth Judicial Dist. Court*, 120 Nev. 445, 451, 92 P.3d 1239, 1243 (2004); *In*
26 *re Water Rights of the Humboldt River*, 118 Nev. 901, 59 P.3d 1226, 1229 (2002); *Halverson v.*
27 *Hardcastle*, 123 Nev. 245, 163 P.3d 428 (2007); *Grenz v. Grenz*, 78 Nev. 394, 274 P.2d 891 (1962);
Murphy v. Murphy, 64 Nev. 440, 183 P.2d 632 (1947); *Lindsay v. Lindsay*, 52 Nev. 26, 280 P. 95
(1929); *Reed v. Reed*, 88 Nev. 329, 497 P.2d 896 (1972).

orders are definitionally “collateral” and independently appealable from the underlying judgment, as NRCP 54 states on its face.⁵

CONCLUSION

The facts have not changed since the time of the evidentiary hearing. Craig is a bad man who is in open violation of his written stipulations and multiple court orders; his attorney is attempting to rationalize a hyper-technical reason why this Court should not impose sanctions it warned ahead of time would be imposed if he insisted on going ahead with that hearing anyway, and which are amply warranted.

It is true that this Court has discretion to refuse fees to Cristina despite Craig’s years of bad acts and frivolous filings. It is equally true that the Court need not do so, under any of the mechanisms detailed in the *Motion*, and that equity clearly militates toward making such an award.

Cristina requests that the Court enter the orders as requested in her *Motion*
DATED this 4th day of October, 2021.

Respectfully Submitted By:
WILLICK LAW GROUP

/s/ Marshal S. Willick

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⁵ Also see NRAP 3A(b)(8); *Comstock Mill & Mining Co. v. Allen*, 21 Nev. 325, 31 p. 434 (1892); *Campos-Garcia v. Johnson*, 130 Nev. 610, 331 P.3d 890 (2014) (post-judgment order awarding fees is independently appealable).

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 4th day of October, 2021, I caused the foregoing 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;
- [] by hand delivery with signed Receipt of Copy.

To the litigant(s) and/or attorney(s) listed below at the address, email address, and/or facsimile number indicated:

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/s/ Mallory Yeargan

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