IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

CRAIG A. MUELLER,	S.C. No.: 83412
Appellant,	D.C. Case No.: D-18-571065-D
vs.	
CRISTINA A. HINDS,	
Respondent.	

RESPONDENT'S CHILD CUSTODY FAST TRACK RESPONSE

Attorney for Appellant:
Michael J. McAvoyAmaya, Esq.
Nevada Bar No. 14082
1100 E. Bridger Ave.
Las Vegas, Nevada 89101
(702) 299-5083
Email: mike@mrlawlv.com

Attorneys for Respondent:
Marshal S. Willck, Esq.
Nevada Bar No. 2515
Lorien K. Cole, Esq.
Nevada Bar No. 11912
Willick Law Group
3591 East Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
(702) 438-4100
Email: email@willicklawgroup.com

1. Name of party filing this response fast track statement:[1]

Respondent, Cristina Hinds.

2. Name, Law firm, address, and telephone number of attorney submitting this fast track statement:

Marshal S. Willick, Esq.
WILLICK LAW GROUP
3591 East Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
(702) 438-4100

3. Proceedings raising same issues. If you are aware of any other appeal or original proceeding presently pending before this court, which raise the same legal issue(s) you intend to raise in this appeal, list the case name(s) and docket number(s) of those proceedings:

---

[1] As directed in this Court's order of November 21, Fast Track formatting is being followed even though this case does not, in fact, concern child custody. The word count excludes tables and form language.

Not aware of any such proceedings.

4. Procedural history:

Please see the Registry of Actions for a complete procedural history, which is recounted as necessary for this appeal in the "Facts" section below.

This Child Custody Fast Track Response follows.

TABLE OF AUTHORITIES

FEDERAL CASES

STATE CASES

STATE STATUTES

5. Statement of Facts:

Cristina Hinds ("Cristina") filed a *Complaint for Divorce* against Craig Mueller ("Craig") on May 16, 2018; on December 27, 2018, a *Joint Preliminary Injunction* ("JPI") was issued.[2] The parties are both attorneys who have practiced law for more than 15 years.[3] During the litigation, the Court issued an *Order to Show Cause* against Craig for his multiple violations of the JPI.[4]

In discovery, Cristina disclosed all bank accounts and their balances on her February 13, 2019, *Financial Disclosure Form*.[5]

---

[2] VIII RA 1384.

[3] VIII RA 1387.

[4] IV RA 721.

[5] VIII RA 1391.

Cristina's deposition was set for June 20, 2019. Both parties were present and represented by experienced family law counsel: Radford Smith for Craig, and Dawn Throne for Cristina.[6]

During that meeting, the parties negotiated, gave up numerous claims against one another, settled the case, were sworn in and canvassed by counsel, and acknowledged all material terms were agreed and the matter was concluded pursuant to EDCR 7.50.[7]

The transcript from the deposition/settlement reflected the parties' agreement that they would equally divide their savings accounts containing a total of some $160,000 (about $80,000 to each party).[8] Craig kept the law firm, various real properties, a yacht, and other items, and was to make an

---

[6] VIII RA 1384 (Now "Judge Throne.")

[7] *Id.*

[8] VIII RA 1385.

equalization payment to Cristina in the amount of $450,000 (less some offsets, reducing it to $427,500). It was contemplated that Craig might have to obtain a loan to pay the obligation,[9] but no terms relating to a loan were ever suggested or placed in any of the documents.

Following the June 20 meeting, the attorneys drafted and negotiated a few remaining transitional terms that did not materially alter the terms of the settlement.[10] To ensure all parties were informed of the amounts in the bank accounts, Cristina's counsel sent Craig's counsel an email on July 28 with the draft *Marital Settlement Agreement* ("MSA") listing exact amounts in the parties' savings accounts and attaching statements.[11]

---

[9] VIII RA 1385.

[10] IV RA 723; VIII RA 1395.

[11] IV RA 723-724.

They signed and initialed every page of the MSA.[12] The *Stipulated Decree of Divorce* ("*Decree*") incorporating the MSA and Parenting Agreement, and the *Notice of Entry of Order*, were all filed and served on July 29, 2019.[13] No appeal was taken.

To ensure neither party tried to back out, the MSA recited that the parties: intended to settle all rights and obligations, including any claims that were raised or could have been raised during the divorce litigation;[14] made full and fair disclosures, performed all desired discovery and waived any further discovery;[15] entered into the agreement voluntarily after ample time to review

---

[12] I RA 1-20 (Cristina signed the MSA on July 28, 2019; Craig signed it on July 29).

[13] I RA 21-54; VIII RA 1380-1385.

[14] I RA 2.

[15] I RA 3.

and contemplate the effect of their agreement;[16] were represented by counsel of their choosing and fully understood the legal effect of their agreement;[17] agreed the MSA was the entire agreement superseding all prior oral or written agreements or understandings;[18] and expressly represented that their agreement was binding and enforceable.[19]

To further protect the agreement, the *Decree* also contained multiple waivers, acknowledgments of disclosure and related terms and formally dissolved the JPI.[20]

On November 8, 2019, Christina sought contempt against Craig for his failure to pay $427,500 property equalization, the 2014 Infiniti QX80 loan, the

---

[16] I RA 14.

[17] I RA 14-15.

[18] I RA 15-16.

[19] I RA 17; VIII RA 1385-1386.

[20] I RA 25-27

children's uncovered healthcare expenses, and to provide dental and vision coverage for the children, and sought attorney fees.[21]

On November 20, Craig opposed Christina's *Motion* and brought a countermotion to set aside or modify the *Decree* and MSA to allow Craig credit in the amount of $158,076.73 based on Cristina's alleged "misappropriation" of community funds and violations of the JPI during the marriage, to eliminate Craig's obligation to pay the 2014 Infiniti QX80 loan, and for attorney's fees.[22]

On December 13, the trial court denied Craig's request to be relieved of the obligation to pay for the 2014 Infiniti QX80 loan, denied without prejudice Cristina's request for uncovered healthcare expenses, and resolved the child

[21] VIII RA 1380.

[22] VIII RA 1380-1381.

insurance issue.[23] All other issues were set for an Evidentiary Hearing on April 7, 2020 (subsequently rescheduled due to the pandemic to April 1, 2021).[24]

On March 27, 2020, Cristina raised additional issues of contempt against Craig, including reimbursement of uncovered child healthcare expenses, violation of the behavioral order, failure to enroll in Our Family Wizard ("OFW"), and sought additional attorney fees.[25]

On April 17, Craig opposed Cristina's motion and again asked the Court to set aside or modify the *Decree* and MSA to eliminate the restrictions on the children's sleeping arrangements and to "recognize" the yacht as Craig's separate property to reduce the property equalization obligation.[26]

---

[23] VIII RA 1381.

[24] VIII RA 1381.

[25] VIII RA 1382.

[26] VIII RA 1382.

On May 28, the trial court set a date for Craig's compliance with enrollment in OFW, and denied Craig's requests regarding the children's sleeping arrangements.[27]

The same day (nearly a year before the Evidentiary Hearing), Cristina conceded that Craig was entitled to an offset of $36,871 from his $427,500 property equalization obligation to her[28] because he had not received that sum out of one of the accounts going to Cristina. The trial court warned Craig that it did not want to have an entire evidentiary hearing over $36,872 that was conceded and resolved.[29]

On April 1, 2021, at the Evidentiary Hearing, the parties stipulated that a day earlier, on March 30, Craig had paid all unreimbursed healthcare

---

[27] VIII RA 1382.

[28] VIII RA 1399.

[29] IV RA 729-730.

expenses and insurance premiums, the overdue payments on the 2014 Infiniti QX80, and had joined OFW.[30]

The parties also agreed that since the divorce Craig had paid, and therefore would be credited, $10,500, plus the $36,871 Cristina kept that had been awarded to Craig from one account, against the $427,500 property equalization he owed.[31]

Craig claimed several defenses to avoid enforcement of his property equalization obligation, including: 1) alleging Cristina violated the JPI during the divorce; 2) alleging Cristina fraudulently induced Craig to sign the MSA; 3) alleging there was community property omitted by fraud or mistake; and/or 4) that Cristina breached the MSA making Craig's performance impossible.[32]

---

[30] VIII RA 1382-1383.

[31] VIII RA 1383.

[32] VIII RA 1388-1389. (Craig also asked to re characterize the yacht as

Craig accused Cristina of taking $140,000 from the parties' joint Meadows Bank Account.[33] However, trial testimony and evidence established this issue had been resolved at the 2019 settlement conference.[34] Attorney Smith (Craig's divorce attorney) testified that bank statements provided to him at the deposition proved that those funds had been returned long before the divorce.[35] Mr. Smith also testified that Craig did not personally review those statements.[36] The trial court found that the $140,000 from the Joint Meadows Bank Account was not missing or omitted.[37]

---

his separate property to allow him credit against his property equalization obligation to Cristina, but never presented any evidence at trial related to this issue.)

[33] VIII RA 1389.

[34] VIII RA 1389.

[35] VIII RA 1389.

[36] VIII RA 1389.

[37] VIII RA 1389.

The trial court further found that, "switching gears," Craig then made a confusing argument that the issue was not the $140,000 from the Joint Meadows Bank Account (although he kept bringing it up), but "really" was about some unspecified "additional" funds that Cristina allegedly removed before the parties signed the *Decree*.[38]

The amount of the offset Craig asked the trial court to find in his substitute argument was never made clear.[39] The trial court found that Craig's *Opposition and Countermotion* (filed November 20, 2019) originally sought an offset of $158,076.73, but at trial, Craig addressed various transactions by Cristina among several bank accounts during the marriage, totaling up the sums in several different ways.[40]

---

[38] VIII RA 1389-1390.

[39] VIII RA 1390.

[40] VIII RA 1390.

Craig claimed the Meadows Bank Account held a balance of nearly $216,000 in January 2019, and that he had "relied" upon receipt of that sum when he agreed to settle the case, but the deposition transcript showed the parties understood they were equally dividing a total of $160,000 from ***all*** of their savings accounts, which meant Craig would only receive $80,000 from all accounts.[41] This was corroborated by the bank statements provided to everyone before signing the MSA.[42]

The trial court found that Cristina provided Craig the bank statements, and that she did not make a false representation of the balance of the Joint Meadows Bank Account when the terms of settlement were placed on the record.[43]

---

[41] VIII RA 1390.

[42] VIII RA 1392.

[43] VIII RA 1392.

Craig testified he was angry, felt betrayed, only "skimmed" the MSA, and was too busy to review documents throughout his own divorce case.[44] The trial court found that Craig made an agreement and signed the MSA,[45] and that as a litigator who has practiced law in Nevada for many years he certainly knew the consequences of signing a document he claimed he did not read.[46]

Craig alternatively argued that he relied upon receiving $190,000 when he agreed to settle the case, but the trial court found that the only sum Craig could have reasonably relied upon was $80,000 representing 50% of the $160,000 total estimated to be in the accounts.[47]

---

[44] VIII RA 1393.

[45] VIII RA 1393.

[46] VIII RA 1393.

[47] VIII RA 1393-1394.

By the conclusion of the Evidentiary Hearing, several of Craig's contempts became moot or were abandoned, leaving: Cristina's request to enforce the MSA; Craig's request to set aside or modify the MSA on the basis of Cristina's alleged JPI violations during the divorce; Craig's claim of "fraud in the inducement"; whether there were assets omitted due to fraud or mistake; Craig's claim that Cristina's taking the $36,871 earmarked for Craig from one account made his performance "impossible"; Craig's contempts; Cristina's request for a payment schedule, and fees.[48]

Despite continually arguing that Cristina owed Craig an offset of "some" never identified or quantified money, Craig's *Closing Brief* ***still*** did not

[48] VIII RA 1383.

identify a sum, but asked instead to throw out the MSA and "renegotiate" the property equalization.[49]

The trial court denied all of Craig's requests, finding: Craig did not prove that Cristina made any false representations inducing him to enter into the MSA[50]; Craig did not prove that any asset had been omitted[51]; while Cristina breached the MSA by failing to give Craig $36,871 from the Meadows Account, Craig did not prove her breach was "material"[52] given how much more money he still owed her; Craig owed Cristina a net property equalization balance of $427,500, reduced by the $10,500 he paid and $36,871 conceded by Cristina, for an outstanding sum of $380,129 plus statutory interest[53];

---

[49] VIII RA 1390.

[50] VIII RA 1396.

[51] VIII RA 1398.

[52] VIII RA 1400.

[53] VIII RA 1401.

Cristina proved by clear and convincing evidence that Craig committed 14 acts of contempt between August 2019 and January 2020, which was grounds for attorney's fees as sanctions.[54]

The trial court ordered: 1) Craig's request to set aside the MSA on the basis that the JPI had been violated during the marriage was denied; 2) Craig's request to set aside the MSA on the basis of fraud in the inducement was denied; 3) Craig's request to adjudicate alleged omitted community property by fraud or mistake was denied; 4) Craig's request to find that Cristina materially breached the MSA, excusing his non-payment of the equalization sum or voiding the MSA was denied; 5) Craig's request to re-characterize the yacht as his separate property was denied; 6) Cristina's request for $5,000 minimum monthly payments was denied; 7) Cristina's request to hold Craig in

[54] VIII RA 1410-1411.

contempt for his communications with Cristina and her mother was denied; 8) Cristina's request to hold Craig in contempt for his failure to pay Attorney Throne $8,000 was denied; 9) Craig committed 14 acts of contempt; and 9) no later than August 10, 2021, Cristina was to file a *Memorandum of Fees and Costs* to include a *Brunzell Affidavit* and billing statement.[55]

Notice of Entry of Order was filed on July 26, 2021[56]; *Notice of Appeal* was timely filed on August 16.

6. Issues on Appeal:

a. The Decision should be Affirmed due to Appellant's Failure to Supply an Adequate Record in Violation of NRAP 3E(2).

[55] VIII RA 1414-1416.

[56] VIII RA 1377.

NRAP 3E(2)(E) provides: "Relevant portions of the trial or hearing that were audio recorded or video recorded shall be submitted in typewritten form. The court will not accept audio- or videotapes in lieu of transcripts." There was a complete record of the evidentiary hearing; Craig failed to supply it.

Instead, Craig improperly (and inaccurately) referenced a video that was not submitted in his appendix or his Statement. Even if the video had been submitted, it would be improper.[57]

This Court has repeatedly held that it is an appellant's responsibility to supply an adequate appellate record, and the failure to do so will generally warrant affirmance.[58] Not doing so makes it impossible for the Court to fully

---

[57] NRAP 3E(2)(E).

[58] *See Carson Ready Mix, Inc. v. First Nat. Bank of Nev.*, 97 Nev. 474, 476, 635 P.2d 276, 277 (1981) (noting this Court "cannot consider matters not properly appearing in the record on appeal").

ascertain what arguments and evidence the parties presented below.[59] Such an omission makes it effectively impossible to meaningfully review a record for sufficiency of evidence,[60] and in the absence of a transcript, this Court necessarily presumes the existence of adequate support for the district court's decision.[61]

---

[59] *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) (this Court will generally not review on appeal arguments that were not advanced below).

[60] *See Thomas v. Hardwick*, 126 Nev. 142, 147, 231 P.3d 1111, 1114-15 (2010) (appellant's failure to provide a necessary transcript prevented the Court from reviewing the issue); *Toigo v. Toigo*, 109 Nev. 350, 849 P.2d 259 (1993) (failure to provide transcript detailing alleged error mandates affirmance).

[61] *See Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 603, 172 P.3d 131, 135 (2007) (explaining that the appellant is responsible for making an adequate appellate record, and when "appellant fails to include necessary documentation in the record, we necessarily presume that the missing portion

Given there is no record that support Craig's arguments, the trial court's decision should be affirmed. Should this Court nevertheless entertain the merits of the appeal, it should affirm based on the detailed findings and decisions identified by the trial court in its *Decision and Order*, as follows.

7. Legal Argument:

a. The District Court Properly Found that a Valid Contract Existed Between the Parties.

Craig correctly recites the governing law about family law contracts.[62] But Craig does not and cannot dispute that the parties met on June 20, 2019,

---

supports the district court's decision"); *see also* NRAP 30(a) and (b).

[62] AOB at 16, citing to *Grisham v. Grisham*, 128 Nev. 679, 289 P.3d 230 (2012); *Holyoak v. Holyoak*, No: 67490, Order of Affirmance (Unpublished Disposition, May 19, 2016); *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005).

fully settled the case, were canvassed by counsel, and put the settlement of all material terms on the record pursuant to EDCR 7.50, all of which were later memorialized in an MSA which was incorporated in the *Decree*.[63]

Craig argued below, and repeats on appeal, that because Cristina withdrew from one account $36,871 that was awarded to him between the date of their oral agreement and the signing of the MSA, Cristina somehow lied to induce Craig into entering the agreement.[64]

First, the allegation makes no temporal sense; on the date of the deposition/settlement, the funds were in the account, and their later removal could not have induced anyone to do anything on an earlier date.

---

[63] VIII RA 1384-1385.

[64] VIII RA 1395-1396; Craig's Fast Track Statement ("AOB") at 11.

More importantly, the trial court was not persuaded that Craig proved a claim for "fraud in the inducement" on this issue, and neither should this Court. As detailed above, the parties reached full agreement on June 20, 2019.[65] One material term was that the parties would equally divide their savings accounts in the amount of "about" $160,000.[66] The trial court correctly found that various specifics – including that Craig would receive $36,871 from one specific account as part of his 50% share – were transitional, not material, to the settlement.[67]

Further, Cristina conceded at the May 28, 2020 hearing (almost a year before the 2021 trial), that Craig was owed an offset of $36,871 from the $427,500 he owed her pursuant to the terms of the MSA, and the judge

---

[65] VIII RA 1396.

[66] VIII RA 1396.

[67] VIII RA 1396.

admonished Craig *not* to got to trial about those conceded and accounted-for funds.[68]

Similarly bogus is Craig's claim of error (AOB at 13) that because the MSA lists accounts totaling about $190,000, the settlement (at which the parties estimated the totals as being about $160,000) is "defective." As the trial court pointed out, $190,000 was "the actual total of the parties' itemized savings accounts (which means the accounts contained about $30,000 more than referenced at the deposition which is to Craig's benefit) – the MSA equally divides that sum between the parties ...."[69]

It is difficult to discern exactly how or why Craig disputes the "legitimacy" of the contract reached at the deposition/settlement, detailed in

---

[68] IV RA 729-730.

[69] VIII RA 1394 (emphasis in original).

the MSA, and incorporated in the *Decree*. There appear to be two claims recited at page 21.

The first is that "equally dividing" an estimated sum that turned out to be higher somehow made the agreement not "clear and definite." That assertion could be permitted to die of self-inflicted wounds, but it should be sufficient to point out that this Court often affirms the equal or proportional division of assets for which no specific valuation is provided or necessary.[70]

Craig's second claim appears to be that even though he continued to owe Cristina more than ten times the sum she took out of that one account, her removing those *particular* dollars from that *particular* account between the

---

[70] *See*, *e.g.*, *Gemma v. Gemma*, 105 Nev. 458, 778 P.2d 429 (1989) (defined benefit pension plan of unspecified value divided per "time rule"); *Kilgore v. Kilgore*, 135 Nev. 357, 449 P. 3d 843 (2019) (equally dividing sick and vacation pay of unspecified values).

date of settlement and the MSA rendered the whole settlement invalid. It should be sufficient to note that "money is fungible."[71]

b. The District Court Properly Found that Plaintiff Did Not "Materially Breach" the MSA.

At pages 22-24, Craig again addresses the $36,871, claiming it was a "material breach" that entitles him to set aside and reopen the entire case. The assertion is meritless for multiple reasons.

First, the trial court's admonishment that the $36,871 issue was already resolved a year before trial and should not be a trial issue, given Craig's unpaid debt to Cristina.[72] It is beyond specious for Craig to assert (at 24) that he did

---

[71] *See*, *e.g.*, *Rose v. Rose*, 481 U.S. 619 (1987) (even though a payment of money to a debtor may be excluded from direct garnishment, a court can still hold the debtor in contempt for non-payment of obligations or other debts).

[72] IV RA 729-730.

not "receive his 50 percent share of the property" when he kept all the substantial material assets and still owes Cristina about a third of a million dollars to ***equalize*** the property distribution.

Craig argued (without any evidence) that he needed to use that particular $36,871 as collateral to secure a loan to pay the $427,500 property equalization obligation to Cristina.[73]

While Cristina expected Craig to borrow money to pay the property equalization, Craig's ability to obtain a loan was not a condition to his payment of the property equalization.[74] Craig provided no credible evidence of a loan application, a loan denial, or that the lack of $36,871 from one account

---

[73] VIII RA 1399.

[74] VIII RA 1399.

interfered with Craig qualifying for a loan.[75] Craig admitted at trial that his poor credit interfered with qualifying for a loan.[76]

At other points in the litigation, Craig argued that he was going to use that particular $36,871 to purchase a home so he would not be in contempt of other provisions of the stipulated *Decree* about where the children would sleep[77] – and his stories are mutually exclusive; if he had used the funds to buy a house, he obviously would not have still had the cash as "collateral."

Craig was given a dollar for dollar credit against the sum of $427,500 he owed to Cristina. Accordingly, Cristina's removal of the sum of $36,871 from the Joint Meadows Account made no difference, and was not a "material breach" excusing Craig's payment of the property equalization.

---

[75] VIII RA 1399.

[76] VIII RA 1399.

[77] III RA 323-324.

c. The District Court Properly Found no "Fraud in the Inducement"

Craig further argues (at 25-28) that Cristina's withdrawal of the $36,871 was "fraud" that invalidated the MSA. The trial court found that Craig did not prove fraud in the inducement.[78]

The parties reached their complete agreement on June 20, 2019.[79] One of the terms was that the parties would equally divide their savings accounts in the amount of "about $160,000." All other specifics – including that Craig would receive $36,871 from a particular account as part of his 50% share – was just part of the mechanics of accomplishing the agreed equal division.[80] As

---

[78] VIII RA 1396.

[79] VIII RA 1396.

[80] VIII RA 1396.

noted, Craig was fully credited for those dollars and since the actual balances were higher than estimated, Craig actually received more than agreed.

d. The District Court Properly Found That Craig Failed to Identify Any Omitted Assets.

Again, Craig's argument is hard to follow, but he appears to assert (at 28-31) that the trial court improperly prevented him from adjudicating "omitted assets." He conflates his argument with alleged violations of the JPI by Cristina during the marriage.

When the parties entered into the MSA, they agreed to end discovery and expressly waived any further claims or discovery.[81] There were motions pending against ***Craig*** for his multiple violations of the JPI, which Cristina agreed to abandon as part of the overall settlement set out in the MSA.

---

[81] VIII RA 1397.

Craig did not identify any assets that were "missing" at trial. The $36,871 was not "missing"; it was accounted for as money taken by Cristina when she withdrew the funds and closed the account.

With regard to any other funds expended during the marriage, Craig's failure to pay attention to or read documents, and his choice not to conduct further discovery, did not constitute a "lie" by Cristina as to anything.[82] It did not entitle Craig to a belated retrospective accounting of Cristina's

[82] VIII 1397.

expenditures during the marriage predating the parties' agreement[83]; all other potential claims were waived by the MSA and *Decree*.[84]

Craig's argument on appeal is particularly ironic because the evidence at the time of settlement was that Craig had out-spent Cristina during the divorce by a factor of three-or-four to one throughout the divorce litigation. In any event, when the parties agreed to relinquish Craig's proven JPI violations throughout the divorce litigation, along with any claims that Craig might have (but did not) make against Cristina, they settled all issues related to the JPI as to their use of community funds during the marriage.

---

[83] *See*, *e.g.*, *Putterman v. Putterman*, 113 Nev. 606, 939 P.2d 1047 (1997) ("Obviously, when one party to a marriage contributes less to the community property than the other, this cannot, especially in an equal division state, entitle the other party to a retrospective accounting of expenditures made during the marriage . . . .")

[84] VIII RA 1397.

e. The District Court Properly Found There Were No"missing Community Property Funds."

As nearly as we can tell, this "issue" is a restatement of the immediately-preceding section, and is resolved by that discussion. The Court correctly identified that there were no "missing" community funds. Craig did not identify any funds that were "missing" (other than the conceded $36,871), and he failed to identify anything else.[85]

Craig's arguments about Cristina's alleged violations of the JPI were erroneous, as both parties gave up claims to get the case settled, the JPI was extinguished upon the filing of the *Decree*,[86] and both parties waived all right to further discovery.[87]

---

[85] VIII RA 1397.

[86] IV RA 727.

[87] VIII RA 1397.

As noted, ironically, at the time of settlement, Craig had a pending *Order to Show Cause* for his multiple proven violations of the JPI.[88]

f. The District Court Properly Found that Nothing Made Craig's Performance "Impossible."

Craig's argument that Cristina's withdrawal of $36,871 from one account made his paying her $427,500 in property equalization "impossible" is nonsensical, and again is a re-hash of matters fully addressed above.

Craig's ability to obtain a loan for $427,500 *could* not be conditioned upon having the $36,871 as collateral given the disparity of the dollar amounts.[89] And obviously if Craig *had* received the $36,781, his outstanding

[88] IV RA 721.

[89] VIII RA 1399.

debt to Cristina would be $36,781 larger, making his asset/debt credit-worthiness with and without that cash identical.

Further, Craig claimed he was going to use that money to buy a house and provided no credible evidence of anything related to a possible loan.[90]

g. The District Court Properly Found that Cristina was the Prevailing Party and Entitled to Attorney's Fees.

As set out above, the MSA provided for fees to the prevailing party in any action to enforce or interpret it.[91] The trial court properly found that Cristina was successful in obtaining enforcement of the property equalization obligation, but that she took $36,781 that belonged to Craig (against the $427,500 Craig owed Cristina that remained unpaid).[92]

---

[90] VIII RA 1399.

[91] *See* I RA 10; VIII RA 1412.

[92] VIII RA 1413.

At the May 28, 2020, hearing, Cristina admitted that Craig was entitled to an offset for those funds, and the trial court admonished Craig not to litigate the motion he filed if that was all he could show.[93]

Craig's position on appeal appears to be that Cristina's concession of an offset somehow makes her not the prevailing party in the litigation that Craig insisted on after that concession, at which he lost on every contested point. His contention makes no sense.

Craig's unfocused claims for litigation of never-established "omitted assets" was denied. His request to set aside the MSA and property distribution was denied. He was found to be in contempt of multiple orders, several of which he resolved the day before the hearing.

---

[93] IV RA 729-730.

In Nevada, "[a] plaintiff may be considered the prevailing party for attorney's fee purposes if it succeeds on any significant issue in litigation achieves some of the benefit is [*sic*] sought in bringing the suit.'"[94] Cristina prevailed on all significant disputed issues. Fees were specifically required to be awarded by the terms of the MSA and *Decree*. The trial court properly found that Cristina was entitled to an award of her reasonable attorney fees.[95]

It is unclear if Craig claims error as to the sanctions Cristina was awarded for Craig's acts of contempt proven at trial and resolved right before

---

[94] *Chowdhry v. NLVH, Inc.*, 109 Nev. 478, 485-86, 851 P.2d 459, 464 (1993) quoting *Hornwood v. Smith's Food King*, 105 Nev. 188, 772 P.2d 1284 (1989).

[95] VIII RA 1413.

trial, but the Cristina was properly awarded sanctions of attorney's fees under EDCR 7.60.[96]

Craig has demonstrated no error and the trial court's order should be affirmed.

Dated this 17th day of December, 2021.

Respectfully submitted,
WILLICK LAW GROUP

//s//*Marshal S. Willick*

Marshal S. Willick, Esq.
Attorneys for Respondent

[96] VIII RA 1414.

VERIFICATION

1. I hereby certify that this fast track statement complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because: This child custody fast track response has been prepared in a proportionally spaced typeface using WordPerfect 6X in font size 14 and type Style Times New Roman.

2. I further certify that this fast track statement complies with the page- or type-volume limitations of NRAP 3E(e)(2) because it is: Proportionately spaced, has a typeface of 14 points or more, and contains 4,818 words.

3. Finally, I recognize that under NRAP 3E I am responsible for timely filing a child custody fast track response and that the Supreme court of

Nevada may impose sanctions for failing to timely file a fast track statement, or failing to raise material issues or arguments in the fast track response. I therefore certify that the information provided in this fast track statement is true and complete to the best of my knowledge, information, and belief.

DATED this 17th day of December, 2021.

//s//*Marshal S. Willick*

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
WILLICK LAW GROUP
3591 East Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
(702) 438-4100
email@willicklawgroup.com

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WILLICK LAW GROUP and that on this 17th day of December, 2021, a document entitled *Respondent's Child Custody Fast Track Response* was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the master service list as follows, to the attorneys listed below at the address, email address, and/or facsimile number indicated below:

Michael J. McAvoyAmaya, Esq.
1100 E. Bridger Ave..
Las Vegas, Nevada 89101
mike@mrlawlv.com
Attorney for Appellant

//s//Justin K. Johnson

An Employee of WILLICK LAW GROUP

P:\wp19\HINDS,C\SCDRAFTS\00536687.WPD/my