

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

KRISTI B. GIUDICI,  
Appellant,  
vs.  
MARTIN GIUDICI,  
Respondent.

No. 72360

**FILED**

FEB 26 2018

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Kristi Giudici appeals from district court orders affirming a special master's recommendations regarding property divisions in the parties' divorce. Second Judicial District Court, Family Court Division, Washoe County; Frances Doherty, Judge.

Martin (Marty) and Kristi Giudici were married in 1988. Kristi filed for divorce in 2011. The parties have extensive property, and the district court appointed a special master to assist with the property division. As relevant to this appeal, the special master recommended, and the district court affirmed, the following: (1) Marty was entitled to certain distributions from Jackling Aggregates, Ltd., issued after he transferred his interest to Kristi; (2) Kristi owed \$219.33 per month to keep MAR Reno, Inc., operating in good standing; (3) Marty owed Kristi 80 percent of a \$34,000 credit card debt related to the Lake Street properties; and (4) past-due utility bills on the Lake Street properties were community debt. Kristi argues these four decisions were erroneous and mandate reversal. We disagree.

We review a special master's findings of fact for clear error. See *Venetian Casino Resort, LLC v. Eighth Judicial Dist. Court*, 118 Nev. 124, 132, 41 P.3d 327, 331-32 (2002) (noting the district court reviews a special master's findings of fact for clear error); see also NRCP 53(e)(2) ("In an action to be tried without a jury the court shall accept the master's findings of fact

unless clearly erroneous.”). Similarly, we will not set aside a district court’s factual determinations unless they are unsupported by substantial evidence or clearly erroneous. *See NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660-61 (2004). However, a district court’s or special master’s conclusions of law are reviewed de novo. *Farmers Ins. Exc. v. Neal*, 119 Nev. 62, 64, 64 P.3d 472, 473 (2003) (noting we review questions of law de novo); *Venetian*, 118 Nev. at 132, 41 P.3d at 331-32 (noting the district court reviews the special master’s conclusions of law de novo).

As an initial matter, Kristi fails to meet her burden to show relief is warranted as to the Jackling distribution, credit card debt, and utility bills because she did not provide this court with the records necessary to review the special master’s decisions, and therefore the district court’s affirmance, on those points. We note it is the appellant’s responsibility to supply this court with an adequate appellate record, and the failure to do so will generally warrant affirmance. *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”).

Specifically, Kristi did not provide this court with her ex parte motion for emergency relief regarding the Jackling distribution, credit card debt, and utility bills, or with the opposition to that motion, making it impossible for us to fully ascertain what arguments and evidence the parties presented to the special master below. *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) (holding we will generally not review on appeal arguments that were not advanced below). Further, the special master based his decision regarding the Jackling distribution in large part on the parties’ April 22, 2013 agreement, but the appellate record contains minimal information regarding that agreement and as a result we are unable to discern or review that agreement’s purported relevance to the Jackling

distribution.<sup>1</sup> The appellate record also omits the credit card statements and other financial information Kristi presented to the special master regarding the \$34,000 credit card debt. This omission effectively hamstrings our ability to review the special master's conclusion that Kristi presented insufficient information to support her position. *See Thomas v. Hardwick*, 126 Nev. 142, 147, 231 P.3d 1111, 1114-15 (2010) (noting appellant's failure to provide a necessary transcript prevented the court from reviewing the issue). The record before us, moreover, neither supports Kristi's claim that Marty clearly contracted to pay the entire \$34,000 credit card debt<sup>2</sup> and the past-due utility bills on the Lake Street properties, nor contradicts the special master's recommendations. Finally, we necessarily presume these missing portions

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<sup>1</sup>We also disagree that the special master erroneously construed the parties' agreement regarding the Jackling distribution. The language upon which Kristi relies is ambiguous, and the record as a whole does not support her argument that that language was meant to divest Marty of any right to distributions called and issued after he assigned his interest in Jackling to Kristi. *See Am. First Fed. Credit Union v. Soro*, 131 Nev. \_\_\_, \_\_\_, 359 P.3d 105, 106 (2015) (stating that the initial question for this court in a contract dispute is whether the disputed terms are ambiguous); *Anvui, LLC v. G.L. Dragon, LLC*, 123 Nev. 212, 216, 163 P.3d 405, 407 (2007) (stating that the parties' intent is a question of fact); *see also* NRCP 53(e)(2) (the special master's findings of fact are reviewed for clear error).

Because Kristi failed to provide relevant authority in her opening brief supporting her argument that Nevada law precludes Marty's claim to the Jackling distribution, we do not address that argument. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (holding that parties must support their arguments with relevant authority); *see also Weaver v. State, Dep't of Motor Vehicles*, 121 Nev. 494, 502, 117 P.3d 193, 198-99 (2005) (declining to consider arguments raised for the first time in a reply brief).

<sup>2</sup>We also reject as unsupported by the appellate record Kristi's argument that the parties' agreement necessarily prevented Marty from objecting to the credit card debt.

support the district court's decision to affirm the special master's recommendations. *See Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 603, 172 P.3d 131, 135 (2007). We therefore conclude Kristi fails to show she is entitled to relief on these points.<sup>3</sup>

We have carefully considered Kristi's argument that the special master had insufficient evidence upon which to assess her \$219.33 per month to keep MAR Reno operating in good standing, and we conclude this argument is unpersuasive. The record before us demonstrates that the special master painstakingly reviewed Marty's claimed expenses and the parties' evidence in reaching a decision. And Kristi does not explain why the evidence provided to the special master was insufficient to support the special master's specific conclusions regarding the costs necessary to keep this corporation in good standing. We therefore conclude the special master did not clearly err and appellate relief is not warranted. Accordingly, we

ORDER the judgment of the district court AFFIRMED.



\_\_\_\_\_, C.J.  
Silver



\_\_\_\_\_, J.  
Tao



\_\_\_\_\_, J.  
Gibbons

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<sup>3</sup>We decline to take judicial notice of the Jackling contract to sell land, as notice is not warranted here. *See Mack v. Estate of Mack*, 125 Nev. 80, 91-92, 206 P.3d 98, 106 (2009) (setting forth an exception to the general rule against taking judicial notice of records in another case, where the closeness of the cases and the particular circumstances warrant judicial notice).

cc: Hon. Frances Doherty, District Judge, Family Court Division  
David Wasick, Settlement Judge  
Robison, Simons, Sharp & Brust  
Hoy Chrissinger Kimmel Vallas PC  
Washoe District Court Clerk