

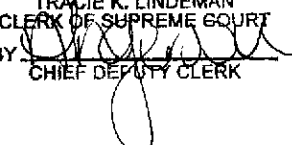
IN THE COURT OF APPEALS OF THE STATE OF NEVADA

EDDIE WINN,
Appellant,
vs.
GWYNDOLYN J. THORNHILL; AND
KELLY C. SCOTT,
Respondents.

No. 68812

FILED

FEB 18 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY: 
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court summary judgment in a breach of contract action.¹ First Judicial District Court, Carson City; James Todd Russell, Judge.

On appeal, appellant Eddie Winn asserts that the district court improperly found that respondents Gwyndolyn J. Thornhill and Kelly C. Scott had not violated a release of claims executed by Thornhill, on behalf of herself and Scott, in 1997. The release provided that, in exchange for receiving certain property in their divorce, Winn would be released "from any and all claims, demands, actions, or suits at law or in equity, of any kind or nature, in any manner arising out of the parties["]

¹Although the district court stated that it was dismissing the complaint, we treat this as a summary judgment because the court relied on documents outside of the pleadings. See NRCP 12(b).

The complaint also included claims for slander and intentional infliction of emotional distress, which were dismissed by the district court. As appellant has made no argument on appeal with regard to those claims, we conclude that he has waived any such arguments. See *Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011) (explaining that an issue not raised on appeal is deemed waived). Thus, we necessarily affirm the dismissal of those claims.

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divorce or . . . the criminal or tortious misconduct of Mr. Winn toward [respondent] Kelly Scott.” With regard to misconduct, the release included misconduct charged in Winn’s criminal case as well as other conduct not alleged or charged in that case.


In his complaint, Winn alleged that Thornhill and Scott violated the release by appearing and testifying at his parole hearing. As the district court correctly concluded, however, the plain language of the release does not preclude Thornhill or Scott from participating in Winn’s parole hearings. *See Allstate Ins. Co. v. Fackett*, 125 Nev. 132, 137, 206 P.3d 572, 575 (2009) (explaining that summary judgment is appropriate with regard to an unambiguous contract); *Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1115, 197 P.3d 1032, 1041 (2008) (“When the facts in a case are not in dispute, contract interpretation is a question of law, which this court reviews de novo.”). Thus, assuming for the purpose of this appeal that the release was enforceable, Thornhill and Scott were entitled to summary judgment because the actions alleged by Winn did not constitute a breach of the release.²

Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Silver

²In light of our conclusion that no breach occurred, we need not address Winn’s remaining arguments regarding the enforceability of the release or the status of Thornhill and Scott as victims of Winn’s crimes.

cc: Hon. James Todd Russell, District Judge
Eddie Winn
Evenson Law Office
Carson City Clerk