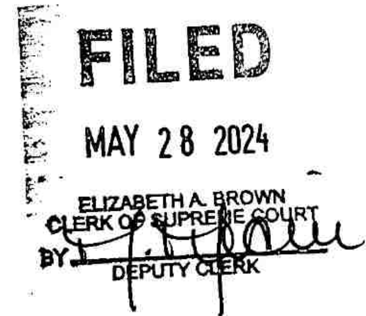
IN THE COURT OF APPEALS OF THE STATE OF NEVADA

IN THE MATTER OF THE SRP 2015 IRREVOCABLE TRUST, DATED NOVEMBER 4, 2015, AN IRREVOCABLE TRUST.

DR. KRISHNA MURTHY PINNAMANENI; AND FREDERICK P. WAID, CO-TRUSTEES OF THE SRP 2015 IRREVOCABLE TRUST, DATED NOVEMBER 4, 2015,
Appellants,
vs.
SHOBHA PINNAMANENI; SARITHA GHANTA; AND RAVI GHANTA,
Respondents.

No. 85879-COA



ORDER OF AFFIRMANCE

Dr. Krishna Murthy Pinnamaneni and Frederick P. Waid, co-Trustees of the SRP 2015 Irrevocable Trust, Dated November 4, 2015 (Trust), appeal from a district court order granting in part a petition to enforce a settlement agreement and an order awarding attorney fees. Eighth Judicial District Court, Clark County; Gloria Sturman, Judge.

Sreenivasa Pinnamaneni (Settlor) created the Trust in 2015, naming his brother, Dr. Krishna Murthy Pinnamaneni, and Frederick P. Waid as co-Trustees.[1] Settlor's wife, respondent Shobha Pinnamaneni, their daughter, respondent Saritha Ghanta, and Saritha's husband, respondent Ravi Ghanta (collectively Settlor's Family), were not named beneficiaries. Settlor passed away in 2019 while residing in Florida, and the co-Trustees

[1]We recount the facts only as necessary for our disposition.

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petitioned for Nevada to assume jurisdiction over the Trust.[2] Settlor's Family filed a request for injunctive and declaratory relief, claiming that Shobha had an interest in the Trust because it was formed with marital assets. Following discovery, in June 2020, the parties voluntarily participated in a private mediation, with both the co-Trustees and Settlor's Family represented by counsel.

During the mediation, the co-Trustees presented Settlor's Family with copies of promissory notes (Notes) executed by VGK Prasad, a resident of India, in favor of the Settlor. The co-Trustees asked Settlor's Family if they had any knowledge of the Notes, which were written in a language native to India, or any efforts to collect on them. Settlor's Family responded that they had no such knowledge.

Following the single-day mediation, the parties reached a global settlement that resolved Shobha's claims to the Trust as well as pending litigation in other jurisdictions. The parties drafted a Mediation Term Sheet (MTS) containing the material settlement terms that was signed by Settlor's Family and the co-Trustees. As part of the settlement, the Trust would pay Shobha $380,000; Shobha would waive any interest in collecting on the Notes, effectively assigning that interest to the Trust; Settlor's Family represented that they had no knowledge of the Notes, their value, or their collectability; and the Trust would be responsible for approximately $48,000 in attorney fees incurred during the Florida guardianship proceedings. The MTS also resolved a Pennsylvania lawsuit, SDMS PC v. [Settlor], providing

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[2]Prior to Settlor's death, co-Trustee Krishna commenced guardianship proceedings in Florida.

that the case shall be dismissed.[3] Finally, the last term in the MTS stated that the parties anticipated executing a more formal settlement agreement incorporating the MTS's terms.

Following the mediation, Settlor's Family filed a petition in the district court to enforce the settlement agreement against the co-Trustees, who had neither paid Shobha her $380,000 nor otherwise complied with the MTS. The co-Trustees objected on the basis that the MTS was unenforceable for two reasons: (1) because it was procured through a potential misrepresentation, and (2) because the agreement was conditioned on the execution of a formal settlement agreement.

As to the alleged misrepresentation, the co-Trustees asserted that following the mediation, they spoke with Prasad over the phone, and Prasad stated that Shobha *knew* the Notes had already been paid. However, the co-Trustees acknowledged that Prasad was evasive during the call and that his veracity was questionable.[4] The co-Trustees also acknowledged that they had "no hard evidence" that Shobha had misrepresented her knowledge of the Notes' collectability, and they informed the district court that they initiated collection efforts against Prasad in India. When the district court raised the question of whether the collectability of the Notes was a mutual mistake, the co-Trustees responded that mutual mistake was not applicable; rather, the issue was Shobha's alleged misrepresentation.

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[3]SDMS PC is an Arizona corporation that operates co-Trustee Krishna's medical practice.

[4]Ravi Ghanta thereafter submitted an affidavit to the district court that stated he too spoke with Prasad over the phone, and during that conversation Prasad denied having told the co-Trustees that the Notes were repaid or that Shobha had knowledge of any repayment.

The district court entered an order granting the petition, finding "insufficient evidence that anyone has made any material misrepresentation" and that the co-Trustees bore the risk that the Notes might not be collectable. After declaring the MTS enforceable, the court directed the parties to follow through with their obligations under the MTS, to include drafting and executing a formal settlement agreement and paying Shobha $380,000.

Thereafter, the co-Trustees filed a motion to reconsider, arguing that, contrary to their earlier position, mutual mistake *was* applicable and the MTS was unenforceable because it was premised on a mutual or unilateral mistake regarding the Notes' collectability. The co-Trustees also asserted that the district court lacked personal jurisdiction over parties in the MTS, particularly SDMS PC, though they recognized that co-Trustee Krishna was SDMS PC's owner and president. At the hearing on their motion, counsel for co-Trustee Krishna represented to the district court that Krishna is both a majority stockholder and president of SDMS PC, and that during the mediation, he knew that settlement of SDMS PC's claims were "being discussed as one component of the global settlement between these parties." The co-Trustees further stated that they had initiated a lawsuit against Prasad in India to collect on the Notes. Finding no newly discovered facts or evidence to warrant reconsideration, the district court denied the co-Trustees' motion and again directed the co-Trustees to abide by the MTS's settlement terms.

The co-Trustees filed a notice of appeal in the Nevada Supreme Court. Several months later, the supreme court dismissed the appeal as jurisdictionally defective because "the district court's order does not dismiss the complaint and expressly directs the parties to take further action to finalize any agreement, and the 'Mediation Term Sheet' itself is, by its terms,

preliminary." *In re SRP 2015 Irrevocable Tr., Dated Nov. 4, 2015, an Irrevocable Tr.*, No. 81872, 2021 WL 3284978, at *2 (Nev. July 30, 2021) (Order Dismissing Appeal).

After remand, the co-Trustees filed a petition for trustee and attorney fees,[5] but still did not pay Shobha the $380,000 settlement. In response, Settlor's Family objected and filed a counterpetition to reduce the district court's prior orders enforcing the settlement agreement to judgment and, in the same document, a counterpetition for attorney fees and costs. Settlor's Family argued that Shobha should be awarded $76,230.57 in attorney fees under NRS 153.031(3)(b) to prevent an injustice because the district court had granted the co-Trustees' prior petitions for trustee and attorney fees, while Shobha incurred significant attorney fees "to hold the [co-]Trustees to the deal they struck." The co-Trustees objected to both counterpetitions, reiterating that the MTS was not an enforceable agreement. They also requested an evidentiary hearing for the district court to resolve the parties' "different understanding of the terms and conditions of the MTS" and their claimed jurisdictional dispute.

At the hearing on the counterpetitions, the district court found that an "evidentiary hearing would be counterproductive," and that the MTS was "a valid and enforceable settlement agreement" without a subsequent formalized writing. On the issue of Settlor's Family's request for attorney fees, the co-Trustees argued that if the district court was inclined to grant Shobha attorney fees, that the fee award "be an offset" against Shobha's $380,000 settlement. Shobha agreed to the fee award as an offset.

[5]Since the mediation, the co-Trustees filed four petitions for trustee and attorney fees, totaling over $138,000, which were paid directly from the Trust assets.

The district court entered an order granting in part Settlor's Family's counterpetition to reduce the orders enforcing the MTS to judgment, finding that the MTS was itself an enforceable settlement agreement but declining to reduce its orders to judgment. The district court also entered an order granting Settlor's Family's request for attorney fees as an offset to Shobha's settlement, rather than from the Trust assets, directing the co-Trustees to pay Shobha her $380,000 settlement less $76,230.57 in attorney fees. The district court found that reasonable attorney fees were warranted under NRS 153.031(3)(b) "as such fees were incurred by [Shobha] to enforce the terms of the Settlement and Mediation Terms Sheet entered into by the Co-Trustees despite the Co-Trustees subsequent efforts to unwind or rescind the settlement."

The co-Trustees timely appealed from the district court's orders. On appeal, they argue the district court erred by finding that the MTS was an enforceable agreement and by enforcing the MTS without an evidentiary hearing. The co-Trustees further argue that the district court abused its discretion in granting Shobha attorney fees under NRS 153.031(3)(b) without identifying an injustice to be avoided or redressed.

The MTS was a valid and enforceable settlement agreement

The co-Trustees first contend that the MTS is not an enforceable agreement because its terms were ambiguous, it was based on a mutual or unilateral mistake, it contained an unfulfilled condition precedent, and the district court lacked jurisdiction to enforce it.

A settlement agreement's construction and enforcement are governed by contract law principles. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). "[P]reliminary negotiations do not constitute a binding contract unless the parties have agreed to all material terms." *Id.* A

preliminary settlement agreement is generally enforceable unless the "material terms are lacking or are insufficiently certain and definite." *Id.*

A district court's findings regarding whether a settlement agreement exists are reviewed for clear error. *Id.* at 672-73, 119 P.3d at 1257. "Whether the parties have described their essential obligations in sufficiently definite and certain terms to create an enforceable contract presents a question of law that an appellate court reviews de novo." *Grisham v. Grisham*, 128 Nev. 679, 687, 289 P.3d 230, 236 (2012) (alteration and internal quotation marks omitted). Contract interpretation is also reviewed de novo. *May*, 121 Nev. at 672, 119 P.3d at 1257.

The MTS's terms were not ambiguous

The co-Trustees argue that the MTS is ambiguous regarding the Settlor's Family's representation that they "have no knowledge of the Promissory Note[s], nor taken any action to collect upon [them], nor have any knowledge of any payments on" the Notes. Whether a contract is ambiguous presents a question of law. *Margrave v. Dermody Props., Inc.*, 110 Nev. 824, 827, 878 P.2d 291, 293 (1994). A contract term "is ambiguous if its terms may be reasonably interpreted in more than one way, but ambiguity does not arise simply because the parties disagree on how to interpret their contract." *Galardi v. Naples Polaris, LLC*, 129 Nev. 306, 309, 301 P.3d 364, 366 (2013) (internal citation omitted). "Rather, an ambiguous contract is an agreement obscure in meaning, through indefiniteness of expression, or having a double meaning." *Id.* (internal quotation marks omitted).

In this case, Settlor's Family's representation that they had "no knowledge" regarding the collectability of the Notes is not ambiguous; "no knowledge" is not obscure and does not carry a double meaning. *See id.* The co-Trustees' subjective belief that the Notes were collectable was not due to any ambiguity in Settlor's Family's representation, and parties to a written

settlement "agreement are bound by its conditions regardless of their subjective beliefs at the time the agreement was executed." *Campanelli v. Conservas Altamira, S.A.*, 86 Nev. 838, 841, 477 P.2d 870, 872 (1970). Therefore, we conclude that Settlor's Family's representation in the MTS was not an ambiguity precluding the district court from enforcing the MTS as written.[6]

The MTS was not based on a mutual or unilateral mistake

The co-Trustees contend that Settlor's Family's "no knowledge" representation was based on a mutual or unilateral mistake. "Mutual mistake occurs when both parties, at the time of contracting, share a misconception about a vital fact on which they based their bargain." *Gen.*

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[6]The co-Trustees argue in their reply that other provisions of the MTS, including the agreement to dismiss the SDMS PC lawsuit and the Trust's agreement to be responsible for the Florida attorney fees, were also ambiguous. Because these arguments were raised for the first time in the co-Trustees' reply brief, we need not consider them. *Weaver v. State, Dep't of Motor Vehicles*, 121 Nev. 494, 502, 117 P.3d 193, 198-99 (2005). Nonetheless, the co-Trustees' arguments are also unpersuasive on the merits, as they do not explain how these provisions are facially unclear or capable of two reasonable interpretations. *See Galardi*, 129 Nev. at 309, 301 P.3d at 366.

The co-Trustees further assert, albeit in a footnote, that the law-of-the-case doctrine precluded the district court from enforcing the MTS because the Nevada Supreme Court's order dismissing their first appeal stated that the MTS was "preliminary." *In re SRP 2015 Irrevocable Tr.*, No. 81872, 2021 WL 3284978, at *2. However, as noted above, a preliminary settlement agreement may be enforceable as a final contract when the terms are sufficiently definite and certain. *May*, 121 Nev. at 670, 119 P.3d at 1256. Further, the Nevada Supreme Court did not address the MTS's enforceability on the merits, and the law-of-the-case doctrine only applies to matters the appellate court actually decides. *See Dictor v. Creative Mgmt. Servs., LLC*, 126 Nev. 41, 44, 223 P.3d 332, 334 (2010) ("In order for the law-of-the-case doctrine to apply, the appellate court must actually address and decide the issue explicitly or by necessary implication."). Therefore, the law-of-the-case doctrine did not bar the district court from enforcing the MTS.

Motors v. Jackson, 111 Nev. 1026, 1032, 900 P.2d 345, 349 (1995). However, "mutual mistake is not grounds for rescission when the party bears the risk of mistake." *Anderson v. Sanchez*, 132 Nev. 357, 361, 373 P.3d 860, 863 (2016) (citing *Land Baron Invs., Inc. v. Bonnie Springs Fam. LP*, 131 Nev. 686, 694, 356 P.3d 511, 517 (2015)). "If the party is aware at the time he enters into the contract that he has only limited knowledge with respect to the facts to which the mistake relates but treats his limited knowledge as sufficient, that party will bear the risk." *Land Baron*, 131 Nev. at 694, 356 P.3d at 517 (internal quotation marks omitted). Similarly, "[a] unilateral mistake occurs when one party makes a mistake as to a basic assumption of the contract, that party does not bear the risk of mistake, and the other party has reason to know of the mistake or caused it." *In re Irrevocable Tr. Agreement of 1979*, 130 Nev. 597, 603, 331 P.3d 881, 885 (2014).

The co-Trustees argue that the MTS was based on a mistake because Settlor's Family "relied on incomplete information regarding the" Notes' collectability, but a representation that a party lacks knowledge, by its plain language, is not "incomplete information." Further, the co-Trustees executed the MTS with limited knowledge of the Notes' value or collectability, and therefore assumed the risk that the Notes may not be collectable. *See Land Baron*, 131 Nev. at 694, 356 P.3d at 517. In the proceedings below, the co-Trustees acknowledged several times that there was only a "chance of collecting on the Notes," and learning later that the Notes may not be collectable does not render their gamble a mutual or unilateral mistake. Because the co-Trustees bore the risk that the Notes were ultimately worthless, we conclude that neither mutual nor unilateral

mistake is grounds for rescission. *See Anderson*, 132 Nev. at 361, 373 P.3d at 863.[7]

The MTS did not contain an unfulfilled condition precedent

The MTS provided that "[t]he Parties anticipate[d] executing a more formalized settlement agreement," and the co-Trustees assert that the MTS could not be enforced because this represented an unfulfilled condition precedent. "A condition precedent to an obligation to perform calls for the performance of some act after a contract is entered into, upon which the corresponding obligation to perform immediately is made to depend." *NGA # 2 LLC v. Rains*, 113 Nev. 1151, 1158-59, 946 P.2d 163, 168 (1997). However, as the Nevada Supreme Court stated in *May*, "[a] contract can be formed . . . when the parties have agreed to the material terms, *even though a contract's exact language is not finalized until later*." 121 Nev. at 672, 119 P.3d at 1257 (emphasis added). When the parties agree to material terms, a party's refusal to sign a separate subsequent document embodying those terms "is inconsequential to the enforcement of the documented settlement agreement." *Id.* at 675, 119 P.3d at 1259.

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[7]The co-Trustees assert that the district court "declared" that mutual mistakes were made in reaching the MTS's material terms. However, while the district court raised the issue of a potential mutual mistake—to which the co-Trustees responded that mutual mistake did not apply—it did not find that the MTS was, in fact, premised on a mutual mistake. On the contrary, the district court expressly found that the co-Trustees bore the risk that the Notes may not be collectable, a finding that precludes rescission on grounds of mutual mistake. To the extent that the court may have indicated otherwise at the hearing, the district court's written order controls. *See Kirsch v. Traber*, 134 Nev. 163, 168 n.3, 414 P.3d 818, 822 n.3 (2018) ("[A] written order controls over conflicting statements made during a hearing." (emphasis omitted)).

In this case, no performance by either party was conditioned upon executing a subsequent formal agreement, and so the parties' anticipation of doing so was not a condition precedent to enforcement. *See id.* In fact, the co-Trustees initiated a lawsuit against Prasad in India to collect on the Notes based on Settlor's Family's waiver of their interest in the Notes, demonstrating that the MTS's terms were not premised on executing a formalized agreement. Therefore, because the co-Trustees agreed to the material terms of the settlement agreement and their obligations were not contingent upon executing a separate agreement, we conclude that their anticipation of executing a formal document was not a condition precedent precluding enforcement of the MTS itself. *See id.*

The co-Trustees did not establish that the district court lacked jurisdiction to enforce the MTS

The co-Trustees argue that the district court could not enforce the MTS because it lacked subject matter and personal jurisdiction over foreign entities named in the MTS, particularly SDMS PC. They assert that although co-Trustee Krishna was the owner and president of SDMS PC, he only signed the MTS in his capacity as co-Trustee, not as a principal of SDMS PC.

Subject matter jurisdiction is reviewed de novo and may be raised at any time. *Landreth v. Malik*, 127 Nev. 175, 179, 251 P.3d 163, 166 (2011). Personal jurisdiction is also reviewed de novo. *Fulbright & Jaworski LLP v. Eighth Jud. Dist. Ct.*, 131 Nev. 30, 35, 342 P.3d 997, 1001 (2015). However, it is the appellant's "responsibility to cogently argue, and present relevant authority, in support of [their] appellate concerns." *Edwards v. Emperor's Garden Rest.*, 122 Nev. 318, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006); *see also* NRAP 28(a)(10)(A). Here, the co-Trustees did not provide any authority to support their claim that the district court lacked personal

jurisdiction, as the authorities cited only relate to general principles of subject matter jurisdiction. In addition, the co-Trustees did not cogently argue why the district court lacked subject matter jurisdiction to enforce the MTS.[8] Therefore, in the absence of cogent argument or relevant authority, we decline to address the co-Trustees' claim that the district court lacked either personal or subject matter jurisdiction to enforce the MTS.

The district court did not abuse its discretion in finding the MTS enforceable without holding an evidentiary hearing

The co-Trustees also contend that the district court abused its discretion by failing to hold an evidentiary hearing to resolve ambiguities and the co-Trustees' jurisdictional dispute prior to enforcing the MTS.

A district court's decision to deny an evidentiary hearing is reviewed for an abuse of discretion. *Nelson v. Eighth Jud. Dist. Ct.*, 138 Nev., Adv. Op. 82, 521 P.3d 1179, 1186 (2022). When a contract's existence or material terms are in dispute, the district court should generally hold an evidentiary hearing. *State, Dep't of Transp. v. Eighth Jud. Dist. Ct.*, No. 69238, 2017 WL 962445, at *1 (Nev. Mar. 10, 2017) (Order Granting Petition in Part and Denying Petition in Part). However, when the record is sufficient for the district court to make its findings, an evidentiary hearing is not necessary. *Cf. id.; see also In re Guardianship of the Person & Est. of Rubin v. Rubin*, 137 Nev. 288, 294, 491 P.3d 1, 6-7 (2021) (concluding that the district court did not abuse its discretion in denying a guardianship petition without holding an evidentiary hearing because "[a] reasonable judge could

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[8]After reciting the district court's ruling, the co-Trustees provided only a conclusory sentence that "[t]his is not how subject matter or personal jurisdiction works." We also note that, in their reply, the co-Trustees seemed to retract their jurisdictional claim, stating that "[i]t is the ambiguity, not the lack of jurisdiction that is the thrust of [co-]Trustees' arguments."

have concluded that these facts do not rise to a level that warrants further investigation" (citing *Leavitt v. Sims*, 130 Nev. 503, 509, 330 P.3d 1, 5 (2014))).

Here, the co-Trustees claim that an evidentiary hearing was necessary to clarify Settlor's Family's "no knowledge" representation in the MTS.[9] However, for the reasons specified above, this provision was not ambiguous because the co-Trustees have not identified how the "no knowledge" representation is capable of two reasonable interpretations. *See Galardi*, 129 Nev. at 309, 301 P.3d at 366. Further, "ambiguity does not arise simply because the parties disagree on how to interpret their contract." *Id.* The co-Trustees' assertion that the MTS was ambiguous was premised on their subjective understanding of facts that were not contemplated in the contract, particularly the Notes' collectability. Because the co-Trustees did not demonstrate any objective ambiguity in the MTS that required an evidentiary hearing, we conclude that the record was sufficient for the district court to make its findings regarding the existence and terms of the settlement agreement. *Cf. Callie v. Near*, 829 F.2d 888, 890 (9th Cir. 1987) (concluding the district court erred in enforcing a settlement agreement without an evidentiary hearing "[w]here material facts concerning the *existence* or *terms* of an agreement to settle are in dispute").

Further, the co-Trustees assert generally that an evidentiary hearing should have been held to resolve their claims regarding jurisdiction and the MTS's applicability to nonparties, including SDMS PC, but they do not indicate what would have been presented at the hearing beyond what the

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[9]Insofar as the co-Trustees argue for the first time in their reply brief that an evidentiary hearing was warranted because other provisions in the MTS were ambiguous, we decline to address this argument. *See Weaver*, 121 Nev. at 502, 117 P.3d at 198-99.

parties already argued or how the outcome would have changed. *Cf.* NRCP 61 ("At every stage of the proceeding, the court must disregard all errors and defects that do not affect any party's substantial rights."); *see also Truckee-Carson Irrigation Dist. v. Wyatt*, 84 Nev. 662, 667, 448 P.2d 46, 50 (1968) ("The burden is upon the appellant to show the probability of a different result."). Therefore, we conclude that the district court did not abuse its discretion in granting in part Settlor's Family's counterpetition to enforce the MTS without holding an evidentiary hearing.

The district court did not abuse its discretion in awarding attorney fees under NRS 153.031(3)(b)

Lastly, the co-Trustees argue that the district court abused its discretion when it awarded Shobha attorney fees under NRS 153.031(3)(b) without finding an "injustice" that had to be avoided or redressed. The decision to award or deny attorney fees is within the sound discretion of the district court and will not be disturbed on appeal absent an abuse of discretion, and this court will affirm an award that is supported by substantial evidence. *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). NRS 153.031(3)(b) provides in part that the district court may, in its discretion, order a trustee to pay "the petitioner or any other party all reasonable costs incurred by the party to adjudicate the affairs of the trust pursuant to this section, including, without limitation, reasonable attorney's fees" if "the court determines that such relief is appropriate to redress or avoid an injustice." As the co-Trustees note on appeal, what constitutes an "injustice" is not subject to a fixed definition.

In Settlor's Family's counterpetition for attorney fees, Shobha requested a total of $76,230.57 in attorney fees and costs under NRS 153.031(3)(b) to prevent an injustice because "this Court has already granted three of the Trustees' Petitions for Attorneys' Fees and Trustees' Fees,

granting over $138,000, but has not allowed Shobha any access to the Trust fund to pay her own." The district court's order reflected a similar finding, awarding Shobha her requested attorney fees because "such fees were incurred by [Shobha] to enforce the terms of the Settlement and Mediation Terms Sheet entered into by the Co-Trustees despite the Co-Trustees subsequent efforts to unwind or rescind the settlement." Therefore, contrary to the co-Trustees' assertions, the district court identified an "injustice" to be avoided or redressed.

Further, this finding was supported by substantial evidence. *See Logan*, 131 Nev. at 266, 350 P.3d at 1143. The co-Trustees agreed to a settlement and then attempted to avoid their obligations under the agreement, despite acknowledging that they had no direct evidence that any member of Settlor's Family misrepresented their lack of knowledge regarding the Notes' collectability. Further, the co-Trustees enjoyed the benefit of the bargain by initiating legal collection efforts on the Notes against Prasad in India while simultaneously arguing that the MTS was unenforceable, causing Shobha to incur attorney fees to enforce the settlement agreement. Therefore, we conclude that the district court did not abuse its discretion in awarding Shobha attorney fees under NRS 153.031(3)(b) to avoid or redress an injustice.[10] *Id.*

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[10]We also note that the co-Trustees were arguably not harmed by the fee award because the district court awarded Shobha attorney fees as an offset to her settlement, rather than from the Trust assets directly. Thus, it is questionable whether the co-Trustees were aggrieved by the award. *See In re Estate of Hughes v. First Nat'l Bank of Nev.*, 96 Nev. 178, 180, 605 P.2d 1149, 1150 (1980) ("[A] party is aggrieved . . . when either a personal right or right of property is adversely and substantially affected.").

Accordingly, we

ORDER the judgment of the district court AFFIRMED.

_______________________, C.J.
Gibbons

_______________________, J.
Bulla

_______________________, J.
Westbrook

cc: Hon. Gloria Sturman, District Judge
Israel Kunin, Settlement Judge
McDonald Carano LLP/Las Vegas
Solomon Dwiggins, Freer & Steadman, Ltd.
Eighth District Court Clerk

Insofar as the parties have raised other arguments not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.