

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

IN THE MATTER OF THE JOINT
PETITION OF LYNN LOUISE
MCKENDRY AND DOUGLAS JOHN
MCKENDRY.

No. 90847-COA

LYNN LOUISE MCKENDRY,
Appellant,
vs.
DOUGLAS JOHN MCKENDRY,
Respondent.

ORDER AFFIRMING IN PART AND DISMISSING IN PART

Lynn Louise McKendry appeals from a district court order granting a motion to enforce amendments to a divorce decree. Tenth Judicial District Court, Churchill County; Thomas L. Stockard, Judge.

Lynn and respondent Douglas John McKendry were divorced pursuant to a decree entered in October 2020. Relevant to this appeal, pursuant to the property settlement in the decree, the parties agreed to hold two parcels of real property as joint tenants after divorce: a home in Palm Desert, California, and a home in South Lake Tahoe, California. Lynn agreed to pay the debts associated with the Palm Desert (PD) property and Douglas agreed to pay the debts associated with the South Lake Tahoe (SLT) residence.

In November 2023, Lynn moved to enforce the agreement contending that Douglas had failed to pay debts and utilities associated with the SLT residence. The district court held an evidentiary hearing during which the parties engaged in confidential settlement discussions and

reached a global settlement agreement regarding all outstanding contested claims. According to the amendments to the decree based on the settlement, the parties agreed to list the furnished SLT property for sale no later than May 2024. The amendments to the decree provided that Douglas would “take the lead” on engaging and dealing with the realtor and keep Lynn informed of the progress through his counsel. They agreed to share equally in the proceeds after the mortgage was paid off. Both parties agreed to refrain from using the property and to remove personal property from the home to ensure a quick sale. The parties also agreed that Lynn would purchase Douglas’ interest in the PD property.

In October 2024, Douglas moved to enforce the amendments to the divorce decree providing for the sale of the SLT property. He claimed that Lynn had moved into the SLT property and was impeding its sale. According to Douglas, she refused to cooperate and communicate with him regarding the sale of the property. Lynn opposed the motion.

The district court found that the parties agreed to list the SLT property for sale and to equally share in the proceeds from the sale after the debts were satisfied. Due to a dispute between the parties, the property had not been sold, and foreclosure was imminent. The court found that its intervention was warranted to avoid dissipation of the community asset. In furtherance of those concerns, and in light of the amended decree, the district court awarded Douglas the legal authority to list the property for sale, engage a realtor, and accept an offer on behalf of himself and Lynn. The court enjoined Lynn from taking any action interfering with the sale of the property. The district court also granted Douglas the authority to remove his personal belongings from the SLT residence. This appeal followed.

On appeal, Lynn challenges the district court's decisions concerning enforcement of the amendments to the decree of divorce. "The district court has inherent authority to interpret and enforce its decrees." *Byrd v. Byrd*, 137 Nev. 587, 590, 501 P.3d 458, 462 (Ct. App. 20 21); *see also* NRS 125.240 ("The final judgment and any order made before or after judgment may be enforced by the court by such order as it deems necessary."). When interpreting an agreement, the court must avoid rewriting the terms to encompass more than what was intended by the parties. *See Harrison v. Harrison*, 132 Nev. 564, 570, 376 P.3d 173, 177 (2016) (explaining that the appellate court will not rewrite a contract to include terms not agreed to by the parties); *see also Reno Club, Inc. v. Young Inv. Co.*, 64 Nev. 312, 323, 182 P.2d 1011, 1016 (1947) ("This would be virtually creating a new contract for the parties, which they have not created or intended themselves, and which, under well settled rules of construction, the court has no power to do.").

This court reviews district court decisions concerning divorce proceedings for an abuse of discretion. *See Williams v. Williams*, 120 Nev. 559, 566, 97 P.3d 1124, 1129 (2004). However, the interpretation of an agreement-based divorce decree presents a question of law, *see Shelton v. Shelton*, 119 Nev. 492, 497, 78 P.3d 507, 510 (2003), and we review questions of law de novo, *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000).

First, Lynn argues that the district court abused its discretion in awarding Douglas the "sole right" to sell the SLT property. She asserts that she wanted to pay Douglas for his share of the equity in the property, but he unjustifiably refused to sell his equity in the property to her. Further, she contends that the district court abused its discretion in

directing the proceeds from the sale to be deposited into Douglas' counsel's trust account.

As noted above, the parties agreed, pursuant to a post-decree settlement, to sell the SLT property and divide the proceeds after the mortgage was discharged. The record indicates that Douglas engaged a realtor at Lynn's suggestion. To the extent Lynn contends that Douglas was not complying with the amendments when he refused to quitclaim the SLT property to Lynn in exchange for his community interest in the equity, she failed to demonstrate error as amendments to the decree did not provide for one party to buy the other's equity out of the property. The district court also noted that the parties, in the amendments to the decree, agreed to act expeditiously to place the SLT property for sale. The court further found that, due to the parties' disagreements, the property had not yet been sold and its intervention was required. Based on the parties' agreement, Douglas was to "take the lead on retaining the realtor and act as the contact with the realtor" while keeping Lynn "informed of the progress." In light of the record before this court, Lynn does not demonstrate the district court abused its discretion by determining that its intervention was necessary to ensure compliance with the amendments to the decree, including requiring the sale of the property, permitting Douglas to oversee the sale of the SLT property pursuant to the parties' agreement, and requiring the proceeds from the sale of the property to be deposited in the trust account.

Further, the district court could properly direct that the proceeds from the sale could be deposited in counsel's trust account as such accounts must be maintained to hold funds received for the client or other third persons. *See* SCR 78(1)(a) (describing an attorney's duty to maintain separate accounts for the safekeeping of funds or property of clients and

third persons); RPC 1.15(a) (similar). Therefore, Lynn failed to demonstrate that the district court abused its discretion in this regard.

Second, Lynn contends that the district court located in Nevada lacked authority to enforce the amendments because it had no authority to order the sale of real property located in California. We disagree. The district court, by virtue of its personal jurisdiction over the parties, had jurisdiction to adjudicate the parties' interest in the real estate in California, *see Lewis v. Lewis*, 71 Nev. 301, 306, 289 P.2d 414, 417 (1955) (stating that a district court possesses control over out-of-state property through jurisdiction over the parties and that the court can exercise such control to avoid multiplicity of suits), and it had continuing jurisdiction to do so under the circumstances presented here, *see, e.g.,* NRS 125.150(3) (providing that the district court has continuing jurisdiction to hear a timely post-judgment motion to adjudicate an asset omitted from a divorce decree due to fraud or mistake); *see also Barker v. Barker*, 757 S.E.2d 42, 45 (Ga. 2014) (“[O]nce a court with personal jurisdiction over the parties enters a divorce decree, personal jurisdiction continues throughout all subsequent proceedings that arise out of the original cause of action . . . and a party cannot escape that continuing jurisdiction to modify the original decree by moving to another state.”). Additionally, the parties acknowledged the district court’s continuing jurisdiction to affect the terms of the amendments to the decree. Accordingly, Lynn fails to demonstrate the district court abused its discretion in this regard.


Third, Lynn argues that the district court was biased against her based on a personal relationship with Douglas’ counsel. She does not describe the relationship between counsel and the district judge and only points to the district court’s acceptance of Douglas’ notice of compliance


indicating he engaged a realtor as evidence that the district court accepted any document Douglas' counsel submitted. However, even if true, the single act of acceptance of a notice of compliance indicating that a realtor was hired does not demonstrate that the district court judge was biased against Lynn. Thus, we conclude that she has not cogently argued her claim. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (providing that appellate courts need not consider issues that are not supported by cogent argument).


Further, relief is unwarranted because Lynn has not demonstrated that the court's decisions were based on knowledge acquired outside of the proceedings and its decisions did not otherwise reflect "a deep-seated favoritism or antagonism that would make fair judgment impossible." *Canarelli v. Eighth Jud. Dist. Ct.*, 138 Nev. 104, 107, 506 P.3d 334, 337 (2022) (internal quotation marks omitted) (explaining that unless an alleged bias has its origins in an extrajudicial source, disqualification is unwarranted absent a showing that the judge formed an opinion based on facts introduced during official judicial proceedings and which reflects deep-seated favoritism or antagonism that would render fair judgment impossible); see *In re Petition to Recall Dunleavy*, 104 Nev. 784, 789, 769 P.2d 1271, 1275 (1988) (providing that rulings made during official judicial proceedings generally "do not establish legally cognizable grounds for disqualification"); see also *Rivero v. Rivero*, 125 Nev. 410, 439, 216 P.3d 213, 233 (2009) (stating that the burden is on the party asserting bias to establish sufficient factual grounds for disqualification), *overruled on other grounds by Romano v. Romano*, 138 Nev. 1, 6, 501 P.3d 980, 984 (2022). Therefore, Lynn is not entitled to relief.

Lastly, Lynn claimed below, and suggested on appeal, that she was operating under a degree of duress during the proceedings, which rendered the parties' settlement and amendments to the divorce decree void. Because Lynn's arguments pertain to the amendments to the divorce decree, and she failed to timely appeal from the amended decree itself, we lack jurisdiction to consider this portion of Lynn's appeal, *see* NRAP 4(a)(1), and an untimely notice of appeal fails to vest jurisdiction in this court, *Healy v. Volkswagenwerk Aktiengesellschaft*, 103 Nev. 329, 331, 741 P.2d 432, 433 (1987). Accordingly, we

ORDER the judgment of the district court AFFIRMED in part, and DISMISS this appeal in part.¹


Bulla, C.J.


Gibbons, J.


Westbrook, J.

cc: Hon. Thomas L. Stockard, District Judge
Lynn Louise McKendry
Douglas John McKendry
Churchill County Clerk

¹Insofar as Lynn raises other arguments not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.