



IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE LYNDA
EMMONS REVOCABLE LIVING
TRUST, DATED NOVEMBER 26, 2014,
A NON-TESTAMENTARY TRUST.

No. 90778

TONI EMMONS, AN INDIVIDUAL;
NICHOLAS JAMES EMMONS, AN
INDIVIDUAL; AND JAYDEN MOLINA,
AN INDIVIDUAL,

Appellants,

vs.

CINDY M. STOCKSTILL, SUCCESSOR
TRUSTEE FOR THE LYNDA EMMONS
REVOCABLE LIVING TRUST, DATED
NOVEMBER 26, 2014 AND DAWN
EMMONS, AN INDIVIDUAL,

Respondents.

ORDER OF AFFIRMANCE

This is a pro se appeal from a district court order confirming a trustee, transferring property, and directing the distribution of a trust estate. Third Judicial District Court, Lyon County; John Schlegelmilch, Judge.

In 2014, Linda Jo Emmons created The Lynda Emmons Revocable Living Trust. Shortly after, Linda conveyed title in her house to the trust. Prior to her death, Linda lived in the house with her daughter, Toni Jo Emmons and Toni's two sons. Linda died in 2024, and her will directed all assets of the estate be distributed to the trustee of the trust. The trust instrument expressly named Linda's daughter Cindy Stockstill as Linda's successor trustee. The trust instrument provided the residue of the

trust estate, including the house, be distributed to Cindy and Linda's other daughter, Dawn Emmons, with Toni receiving a vehicle. Cindy filed a petition to assume jurisdiction of trust, confirm trustee, and for declaratory relief, which Toni opposed. After conducting a hearing, the district court issued an order confirming Cindy as trustee, transferring a vehicle to Toni, and distributing the trust estate to Cindy and Dawn in equal shares. Toni appealed.

First, Toni argues the district court was biased. Toni waived this argument by failing to move to disqualify the district court judge below. *See Brown v. Fed. Sav. & Loan Ins. Corp.*, 105 Nev. 409, 412, 777 P.2d 361, 363 (1989) (explaining that a party waives the issue of disqualification on appeal if the party does not request disqualification within the time limitations set by NRS 1.235). Further, the record does not reflect any judicial bias.

Second, Toni argues the district court erred in its interpretation of the trust instrument and should have considered extrinsic evidence when interpreting the trust. Toni contends Cindy should not have been confirmed as trustee and that Toni should have received a one-third share of the trust estate.

We review a district court's interpretation of a trust instrument de novo. *Matter of W.N. Connell & Marjorie T. Connell Living Tr.*, 133 Nev. 137, 139, 393 P.3d 1090, 1092 (2017). In doing so, we construe a trust so as to give effect to the settlor's apparent intent. *In re W.N. Connell & Marjorie T. Connell Living Tr.*, 134 Nev. 613, 616, 426 P.3d 599, 602 (2018). To ascertain the settlor's intent, we apply contract principles, considering the trust as a whole and seeking "the most fair and reasonable interpretation of the trust's language." *Id.* (citation modified). "[W]hen a contract is clear,

unambiguous, and complete, its terms must be given their plain meaning and the contract must be enforced as written.” *Ringle v. Bruton*, 120 Nev. 82, 93, 86 P.3d 1032, 1039 (2004).

Here, the terms of the trust instrument are clear, unambiguous, and complete. The trust clearly states that Cindy is the successor trustee. The trust also clearly states how assets are to be distributed. Toni is to receive a “mobile home, the furnishing, and the vehicle that Toni Jo Emmons has possession of”¹ and Cindy and Dawn are to receive “the remaining sum in the Trust . . . distributed in equal shares.” And because the language of the trust instrument is clear and unambiguous, extrinsic evidence is inadmissible. *Frei ex rel. Litem v. Goodsell*, 129 Nev. 403, 409, 305 P.3d 70, 73 (2013) (“Extrinsic or parol evidence is not admissible to contradict or vary the terms of an unambiguous written instrument”). Thus, the district court did not err in its interpretation of the trust instrument.

Finally, Toni alleges misconduct on the part of opposing counsel, such as altering documents and improperly serving documents. The record, however, does not reflect any misconduct by the attorney, and Toni points to no evidence of misconduct. Accordingly, we

ORDER the judgment of the district court AFFIRMED.



Herndon, C.J.



Bell, J.



Stiglich, J.

¹Linda sold the mobile home in 2019.

cc: Hon. John Schlegelmilch, District Judge
Jayden Molina
Nicholas James Emmons
Toni Emmons
Black & Wadhams/Reno
Third District Court Clerk