

**Gralnick v. Rowe-Gralnick, No. 67928, Order of Reversal and Remand
(Unpublished Disposition May 12, 2016)
SC UNPUB**

We conclude that the district court abused its discretion in concluding that the remaining insurance proceeds belonged to Alan's estate under what appears to be an equitable lien theory. See *Am. Sterling Bank v. Johnny Mgmt. LV, Inc.*, 126 Nev. 423, 428, 245 P.3d 535, 538 (2010) (providing that this court will review a district court's grant of an equitable remedy for an abuse of discretion). The life insurance policy named the Family Trust as the beneficiary. While Ann and Alan agreed that the life insurance policy at issue would be substituted for the insurance policy that Alan was required to maintain under the divorce decree to ensure Ann received her spousal support after Alan's death, there is not clear evidence that Alan intended the remaining life insurance proceeds to go to his estate instead of the Family Trust.

See *Office of State Eng'r v. Curtis Park Manor Water Users Ass'n*, 101 Nev. 30, 32, 692 P.2d 495, 497 (1985) (providing that [t]he doctrine of the law of the case provides that where an appellate court states a principle of law in deciding a case, that rule becomes the law of the case, and is controlling both in the lower court and on subsequent appeals, as long as the facts are substantially the same").