

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**
2 PIERRE HASCHEFF, AN Case No. 86976
3 INDIVIDUAL,

4 Appellant/Cross-Appellant,

5 vs.

6 LYNDA HASCHEFF, AN
7 INDIVIDUAL,

8 Respondent/Cross-Appellant.

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Elizabeth A. Brown
Clerk of Supreme Court

9 **APPENDIX TO APPELLANT’S OPENING BRIEF**

10 Volume 5 of 8 – Pages AA 1001-1250

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17 *Attorneys for Respondent Wendy A. Jaksick*

18 **SECOND JUDICIAL DISTRICT COURT**
19 **WASHOE COUNTY, NEVADA**

20 In the Matter of the Administration of the 21 SSI'S ISSUE TRUST,	CASE NO.: PR17-00445 DEPT. NO. 15
22 In the Matter of the Administration of the 23 SAMUEL S. JAKSICK, JR. FAMILY TRUST,	CASE NO.: PR17-00446 DEPT. NO. 15
24 WENDY JAKSICK, 25 Respondent and Counter-Petitioner, 26 v. 27 TODD B. JAKSICK, INDIVIDUALLY, AS CO- 28 TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST, AND AS TRUSTEE OF THE SSI'S ISSUE TRUST; MICHAEL S. KIMMEL, INDIVIDUALLY AND AS CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST; AND STANLEY S. JAKSICK, INDIVIDUALLY AND AS CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST; KEVIN RILEY, INDIVIDUALLY AND AS FORMER TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND TRUSTEE OF THE WENDY A. JAKSICK 2012 BHC FAMILY TRUST, Petitioners and Counter-Respondents.	<u>SUBPOENA DUCES TECUM</u> <u>(No appearance required)</u>

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1 **THE STATE OF NEVADA TO:**

2 **PIERRE A. HASCHEFF**
3 1001 E. Ninth Street
4 Reno Nevada 89512

5 **YOU ARE ORDERED**, pursuant to NRCP 45, to produce and permit inspection and
6 copying of the books, documents, or tangible things set forth on **Exhibit "A"** attached hereto
7 that are in your possession, custody, or control, by delivering a true, legible, and durable copy
8 of the records to the requesting attorneys, by United States mail or similar delivery service, no
9 later than **August 21, 2018**, at the following address:

10 MARK J. CONNOT
11 FOX ROTHSCHILD LLP
12 1980 Festival Plaza Drive, Ste. 700
Las Vegas, Nevada 89135

13 R. KEVIN SPENCER
14 ZACHARY E. JOHNSON
15 SPENCER & JOHNSON, PLLC
500 N. Akard Street, Suite 2150
Dallas, Texas 75201

16 All documents shall be produced as they are kept in the usual course of business or shall be
17 organized and labeled to correspond with the categories listed. NRCP 45(d)(1).

18 **YOU ARE FURTHER ORDERED** to authenticate the business records produced,
19 pursuant to NRS 52.260, and to provide with your production a completed Certificate of
20 Custodian of Records in substantially the form attached as **Exhibit "B."**

21 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena
22 served upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a
23 fine not exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100. Additionally, a
24 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages
25 sustained as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS
26 50.195, 50.205, and 22.100(3).

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Las Vegas, Nevada 89135

1 Please see attached Exhibit "C" for information regarding your rights and
2 responsibilities relating to this Subpoena.

3
4 **AFFIRMATION**

5 Pursuant to NRS 239B.030

6 The undersigned does hereby affirm that this document does not contain the social
7 security number of any person.

8 DATED this 30th day of July, 2018.

9 **FOX ROTHSCHILD LLP**

10
11 /s/ Mark J. Connot

12 Mark J. Connot (10010)
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21 *Attorneys for Respondent Wendy A. Jaksick*

1 DEFINITIONS AND INSTRUCTIONS

2 The following definitions and instructions apply to this Subpoena Duces Tecum:

3 A. As used herein the terms “document” or “documents” include, but are not limited
4 to, all handwritten, typed, printed, photostated and microfilmed matter, drafts, duplicates, carbon
5 copies, photostatic copies, or other copies, including without limiting the generality of this
6 definition, all correspondence, memoranda, notice of meetings, records or recordings of
7 telephone calls and other conversations, either in writing or upon any mechanical, electrical, or
8 electronic recording device, records, deposit slips, account statements, ledgers, checks, drafts,
9 notes, signature cards, resolutions, books, work papers, reports, studies, or surveys, balance
10 sheets, profit and loss statements, statements of earnings, statements of net worth, statements of
11 operations, audit reports, financial statements, financial summaries, statements of lists of assets,
12 agreements, contracts, expenses records and records relating to investments which are in the
13 possession, custody or control of the person of entity to whom this Request are addressed. As
14 used herein, the terms “identify” or “identification”, when used in reference to a document, mean
15 to state its date, its author or originator, the individual and/or entity to whom it pertains, the type
16 of document (e.g., letter, memorandum, telegram, etc., or some other means of identifying the
17 same), and its present location. If any such document was, but is no longer in your possession
18 or subject to your control, state what disposition was made of it. If any of the above information
19 is not available, state any other means of identifying such documents.

20 B. As used herein, the term “identify” when used in regard to a person, means to
21 state: (1) full name, last known residence address and all available telephone numbers; (2)
22 present business or employment affiliation.

23 C. As used herein, the term “person” shall include individuals, associations,
24 partnerships, corporations, and any other type of entity or institution whether formed for business
25 purposes or any other purposes.

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1 D. As used herein, the terms "Jaksick Family Trust" and "Family Trust" shall mean
2 The Samuel S. Jaksick, Jr. Family Trust, which was established by Samuel S. Jaksick, Jr. on June
3 29, 2006.

4 E. As used herein, the terms "Purported Second Amendment to the Family Trust"
5 and "Purported Second Amendment" shall mean the purported Second Amendment to the
6 Family Trust, dated December 10, 2012.

7 F. As used herein, the terms "SSJ's Issue Trust" and "Issue Trust" shall mean the
8 SSJ's Issue Trust, which was established by Samuel S. Jaksick, Jr. on February 21, 2007.

9 G. As used herein, the term "Purported Todd Indemnification Agreement" shall
10 mean the purported Indemnification and Contribution Agreement benefiting Todd A. Jaksick,
11 dated January 1, 2008.

12 H. As used herein, the term "Purported Stan Indemnification Agreement" shall mean
13 the purported Indemnification and Contribution Agreement benefiting Stanley S. Jaksick.

14 I. As used herein, the terms "Tahoe Property" and "Tahoe Residence" shall mean
15 the lakefront property on Lake Tahoe located at 1011 Lakeshore Blvd., Incline Village, Nevada
16 89451.

17 J. As used herein, the term "Todd" shall mean Todd B. Jaksick, Individually, a
18 Petitioner and Counter-Respondent in the above styled and numbered cause.

19 K. As used herein, the term "Family Trust Co-Trustee Todd" shall mean Todd B.
20 Jaksick, in his capacity as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, a Petitioner and
21 Counter-Respondent in the above styled and numbered cause.

22 L. As used herein, the term "Issue Trust Trustee" shall mean Todd B. Jaksick, in his
23 capacity as Trustee of the SSJ's Issue Trust, a Petitioner and Counter-Respondent in the above
24 styled and numbered cause.

25 M. As used herein, the term "Michael" shall mean Michael S. Kimmel, Individually,
26 a Petitioner and Counter-Respondent in the above styled and numbered cause.

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1 N. As used herein, the term “Family Trust Co-Trustee Michael” shall mean Michael
2 S. Kimmel, in his capacity as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, a Petitioner
3 and Counter-Respondent in the above styled and numbered cause.

4 O. As used herein, the terms “Stanley” and “Stan” shall mean Stanley S. Jaksick,
5 Individually, a Petitioner and Counter-Respondent in the above styled and numbered cause.

6 P. As used herein, the term “Family Trust Co-Trustee Stanley” shall mean Stanley
7 S. Jaksick, in his capacity as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, a Petitioner
8 and Counter-Respondent in the above styled and numbered cause.

9 Q. As used herein, the term “Kevin” shall mean Kevin Riley, Individually, a
10 Respondent in the above styled and numbered cause.

11 R. As used herein, the term “BHC Trustee Kevin” shall mean Kevin Riley, in his
12 capacity as former Trustee of the Wendy A. Jaksick 2012 BHC Family Trust, a Respondent in
13 the above styled and numbered cause.

14 S. As used herein, the term “Wendy” shall mean Wendy A. Jaksick, Individually, a
15 Respondent and Counter-Petitioner in the above styled and numbered cause.

16 T. As used herein, the terms “Samuel”, “Sam”, and “Decedent” shall mean Samuel
17 S. Jaksick, Jr.

18 U. As used herein, the terms “you” and “your” or any derivation thereof shall mean
19 the person or persons to whom this discovery is directed above.

20 V. As used herein, the term “Tahoe Property” shall mean the property on Lake Tahoe
21 located at 1011 Lakeshore Blvd., Incline Village, Nevada 89451.

22 W. As used herein, the term “Petition for Confirmation Concerning the Family Trust”
23 shall mean the *Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction*
24 *of the Court, and for Approval of Accountings and Other Trust Administration Matters*,
25 originally filed in Cause No. PR17-00446 on August 2, 2017. A true and correct copy of the
26 Petition for Confirmation Concerning the Family Trust is attached hereto as Exhibit “A-1”.

27 _____
28 ¹ Exhibits A-1, A-2 and A-3 are available on the attached electronic media (CD).

1 X. As used herein, the term "Petition for Confirmation Concerning the Issue Trust"
2 shall mean the *Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction*
3 *of the Court, and for Approval of Accountings and Other Trust Administration Matters*,
4 originally filed in Cause No. PR17-00445 on August 2, 2017. A true and correct copy of the
5 Petition for Confirmation Concerning the Issue Trust is attached hereto as Exhibit "A-2".

6 Y. As used herein, the term "Todd's Indemnification Agreement" shall mean the
7 purported Indemnification and Contribution Agreement, dated January 1, 2008, which is
8 attached hereto as Exhibit "A-3".

9 Z. As used herein, the term "Agreement and Consent to Proposed Action" shall
10 mean written agreements authorizing and approving actions taken by: (i) a Trustee of the Issue
11 Trust (as the term is used in paragraph 8 of the Petition for Confirmation concerning the Issue
12 Trust) or (ii) a Co-Trustee or the Co-Trustees of the Family Trust (as the term is used in
13 paragraph 14 of the Petition for Confirmation concerning the Family Trust).

14 AA. As used herein, the terms "date of death" shall mean April 21, 2013, the date of
15 death of Samuel S. Jaksick, Jr., Deceased.

16 BB. As used herein, the term "testamentary instrument" shall mean any will, codicil
17 or any other document, which may fall under the legal definition of that term, pursuant to and
18 under the laws of the State of Texas.

19 CC. As used herein, the term "dispositive instrument" or "dispositive action" shall
20 mean any deed, document or action of the Decedent evidencing any gift or intent to donate any
21 of her property, real or personal, to any person or any other document which may fall under the
22 legal definition of that term, pursuant to and under the laws of the State of Nevada.

23 DD. As used herein, the term "non-probate asset" shall have its legal meaning
24 including, but not limited to, mean any asset of the Decedent which passes by contract or
25 beneficiary designation outside of probate.

26 EE. As used herein, "and" means "and/or."

27 FF. As used herein, "or" means "and/or."

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1 GG. As used herein, "any" and "all" are synonymous and shall be interpreted in the
2 contest of the request in which they are used to have the broadest meaning.

3 HH. As used herein, the term "relevant time period" shall mean January 1, 2006
4 through the present, unless otherwise denoted.

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EXHIBIT "A"

DOCUMENTS TO BE PRODUCED

1. Originals, drafts, copies, revisions, amendments and earlier, but unsigned versions of all estate planning documents, including but not limited to wills, codicils, trusts, powers of attorney, medical powers of attorney and related documents prepared for or signed by the Decedent during his lifetime.

2. A copy and/or certified copy of all notary books maintained by you or your Law Firm or anyone in your office for the period beginning January 1, 2005 through the present that contain the signature of Samuel S. Jaksick, Todd Jaksick, Stanley Jaksick, Michael Kimmel, Kevin Riley, Wendy Jaksick or Alexis Smrt.

3. Your entire file relating to the Decedent and all estate or trust planning documents or any documents prepared by you and/or any work done on the Decedent's behalf.

4. All written communications, correspondence, emails and text messages sent or received during your representation of the Decedent that included: (i) Jessica Clayton and you or (ii) Jessica Clayton and anyone else in your office.

5. All contracts, fee agreements, time and billing statements or print-outs, invoices, bills, receipts and canceled checks or wire confirmations evidencing any agreement between you and/or your Law Firm and Samuel S. Jaksick, in any capacity, and/or the payment of any fees owed and/or paid to you or your Law Firm by any person in any proceeding involving or relating to your or your Law Firm's representation of Samuel S. Jaksick, in any capacity, the Estate of Samuel S. Jaksick, Deceased, the Jaksick Family Trust and/or the SSJ Issue Trust.

6. All correspondence and contacts between any attorney, accountant or any other individual or entity, including you or your Law Firm, in connection with your representation of Samuel S. Jaksick, in any capacity, including but not limited to the drafting, revising, review and execution of any will, codicil, trust, testamentary or dispositive instrument of Samuel S. Jaksick.

7. All documents concerning or relating to Samuel S. Jaksick's mental capacity and/or testamentary capacity during the relevant time period, including all documents made or kept by any hospitals, doctors, nurses, attendants, maids, maid services or any other person or entity in connection with caring for Samuel S. Jaksick during the relevant time period including, but without limiting the generality hereof, all invoices, statements, bills, records, reports, nursing or nurses notes, evaluations, other medical notes of any kinds and prescriptions or prescription notes, time-keepers or ledgers.

8. All contracts, settlements or agreements entered into at any time between Samuel S. Jaksick, in any capacity, and Todd Jaksick, in any capacity, Stan Jaksick, in any capacity, and/or Wendy Jaksick, in any capacity, and all documents relating thereto.

9. All letters, correspondence, memoranda or notes sent or received by you or anyone at your Law Firm to or from Samuel S. Jaksick, in any capacity, Todd Jaksick, in any

1 capacity, and/or Stan Jaksick, in any capacity, during your Law Firm's representation of Samuel
2 S. Jaksick.

3 10. All letters, correspondence, memoranda or notes sent by you or anyone at your
4 Law Firm to Wendy Jaksick or anyone acting on her behalf or received by you or anyone at your
5 Law Firm from Wendy Jaksick or anyone acting on her behalf during the relevant time period.

6 11. All documents evidencing any gift of property, real or personal, from Decedent
7 to any other person, trust, entity or charity or from any other person, trust or entity to Decedent
8 during the relevant time period.

9 12. All documents and/or electronic data contained on the hard drive of any computer
10 or any floppy disk owned or used by you or your Law Firm during the relevant time period
11 relating to or regarding the Decedent, his Estate, his assets, the Family Trust, the Issue Trust, the
12 Tahoe Property, Todd's Indemnification Agreement or Stanley's Indemnification Agreement.
13 Please produce these documents and/or electronic data as they were stored on the hard drive or
14 floppy disk by giving us access to both.

15 13. All documents, files or records kept or maintained by you with respect to the
16 Decedent's Estate plan(s), assets, properties and/or business affairs.

17 14. All documents, files or records kept or maintained by you with respect to the
18 Family Trust or its assets, properties or business affairs.

19 15. All documents, files or records kept or maintained by you with respect to the Issue
20 Trust or its assets, properties or business affairs.

21 16. All documents, including contracts, deeds, deeds of trust, agreements, closing
22 statements or other documents showing any sale, transfer or alienation of any real estate or any
23 interest in any real estate owned by Decedent, in any capacity, or his Estate, the Family Trust
24 and/or the Issue Trust during the relevant time period.

25 17. Copies of all documents showing property, real or personal, including but not
26 limited to oil, gas, mineral or water interests of any kind, owned by Decedent or his Estate at any
27 location at the time of his death or currently.

28 18. Copies of all documents showing property, real or personal, including but not
limited to oil, gas, mineral or water interests of any kind, owned by the Family Trust at any
location at the time of the Decedent's death or currently.

19. Copies of all documents showing property, real or personal, including but not
limited to oil, gas, mineral or water interests of any kind, owned by the Issue Trust at any location
at the time of the Decedent's death or currently.

20. Copies of all federal tax returns and any work or supporting papers or documents
related to or in connection with any federal tax returns for Decedent, his Estate, the Family Trust
and/or the Issues Trust at any point during the relevant time period.

1 21. Copies of all federal gift tax returns and any work or supporting papers related to
2 or in connection with any federal gift tax returns for Decedent at any point during the relevant
3 time period.

4 22. Copies of all documents or files relative to any lawsuit or legal proceeding which
5 Decedent, his Estate or Family Trust or the Issue Trust has been a party at any time during the
6 relevant time period.

7 23. All bank statements, deposit slips, canceled checks, check registers and/or bank
8 account reconciliations on any account in the name of or for the benefit of the Decedent, in any
9 capacity, his Estate, the Family Trust or the Issue Trust, either individually or in conjunction
10 with any person, at any time during the relevant time period.

11 24. Copies of all certificates of deposit, savings passbooks or other documents
12 evidencing any interest in a certificate of deposit, savings account or any other type of time
13 deposit in the name or for the benefit of the Decedent, in any capacity, his Estate, the Family
14 Trust or the Issue Trust at any time during the relevant time period.

15 25. Copies of all documents evidencing any joint tenancy with survivor agreements
16 between the Decedent, in any capacity, his Estate, the Family Trust or the Issue Trust and any
17 other person, trust or entity in connection with any bank account, time deposit, certificate of
18 deposit or other similar agreement, including the joint tenancy and survivorship agreement,
19 signature cards on bank accounts, or other documents or agreements evidencing such
20 arrangement at any time during the relevant time period.

21 26. Copies of all personal financial statements, income statements, balance sheets or
22 similar type document prepared or issued by or for Decedent, in any capacity, the Decedent's
23 Estate, the Family Trust and/or the Issue Trust for any purpose at any time during the relevant
24 time period.

25 27. All video and/or audio recordings of the Decedent and all videos and/or pictures
26 of the Decedent's property or the property of the Decedent's Estate during the relevant time
27 period.

28 28. All calendars, diaries or logs of you or anyone in your Law Firm during the
relevant time period regarding, referencing or relating to the Decedent, in any capacity, his
assets, his Estate, the Family Trust and/or the Issue Trust.

29. Copies of all stock certificates, bonds, government securities, private securities
or any other similar investments registered in the name of Decedent, in any capacity, his Estate
the Family Trust or the Issue Trust during the relevant time period, and all documents,
instruments or other papers reflecting the purchases and/or sales of any type of stock, bond or
other similar security by the Decedent, his Estate, the Family Trust or the Issue Trust or anyone
on behalf of the Decedent, his Estate, the Family Trust or the Issue Trust during the relevant time
period.

- 1 30. All documents of all joint venture agreements, partnership agreements to which
- 2 the Decedent, in any capacity, his Estate, the Family Trust or the Issue Trust was a party, interest
- 3 holder or a beneficiary.

- 4 31. All monthly or other periodic budgets or listing of monthly or other periodic
- 5 expenses compiled for or by the Decedent, in any capacity, his Estate, the Family Trust or the
- 6 Issue Trust during the relevant time period.

- 7 32. Any and all documents and the entire file(s) in your possession, custody or control
- 8 or to which you may have access, pertaining to SSJ, LLC, including but not limited to:

- 9 a. The entire corporate book or record, including all records, which would be
- 10 includable in the books or records of SSJ, LLC, during the relevant time period.
- 11 b. Any and all files and documents relating to the formation of SSJ, LLC, including,
- 12 but not limited to, entity agreements, articles of formation, amendments to entity
- 13 agreements, by-laws, and any and all amendments, supplements, addendums,
- 14 alterations thereto or any other similar or connected document.
- 15 c. Any and all documents relating to, mentioning or reflecting the ownership or
- 16 change of ownership of SSJ, LLC during the relevant time period.
- 17 d. Any and all documents relating to, mentioning or reflecting the management or
- 18 change of management of SSJ, LLC during the relevant time period.
- 19 e. Any and all documents relating to, mentioning or evidencing any actions taken
- 20 by Sam, Todd, Stan or Wendy, in any capacity, on behalf of SSJ, LLC during the
- 21 relevant time period.
- 22 f. All records and documents relating to or reflecting SSJ, LLC interests, SSJ, LLC
- 23 ledgers, SSJ, LLC resolutions, SSJ, LLC minutes and/or memos and or notes of
- 24 SSJ, LLC meetings, during the relevant time period.
- 25 g. Copies of all documents relating to or reflecting any financial transaction of any
- 26 nature involving SSJ, LLC and/or its assets at any time during the relevant time
- 27 period.
- 28 h. Copies of all documents relating to or reflecting the purchase, sale or transfer of
- any asset of SSJ, LLC during the relevant time period.
- i. All correspondence, cards, notes, email correspondence and/or other electronic,
- mobile, social media, text message, electronic message, or internet
- correspondence of any kind between you or your Firm and anyone else
- concerning or mentioning SSJ, LLC prepared or sent during the relevant time
- period.
- j. Any and all documents relating to, mentioning or reflecting assets contributed to
- or paid to SSJ, LLC by Sam, Todd, Stan or Wendy, in any capacity, or any of their
- spouse or any of their children during the relevant time period.
- k. Any and all documents relating to, mentioning or reflecting assets contributed to
- or paid to SSJ, LLC during the relevant time period by anyone, any entity or any
- trust other than Todd, his spouse or any of his children.
- l. Any and all documents relating to, mentioning or reflecting distributions of cash
- or other assets from SSJ, LLC during the relevant time period to anyone or any
- entity.
- m. Any and all documents relating to, mentioning or reflecting any loans to which
- SSJ, LLC was a party during the relevant time period.

- 1 n. All state and federal tax documents prepared, issued and/or filed in relation to
2 SSI, LLC during the relevant time period.
- 3 33. Any and all documents and the entire file(s) in your possession, custody or control
4 or to which you may have access, pertaining to Jaksick Family LLC, including but not limited
5 to:
- 6 a. The entire corporate book or record, including all records, which would be
7 includable in the books or records of Jaksick Family LLC, during the relevant
8 time period.
- 9 b. Any and all files and documents relating to the formation of Jaksick Family LLC,
10 including, but not limited to, entity agreements, articles of formation,
11 amendments to entity agreements, by-laws, and any and all amendments,
12 supplements, addendums, alterations thereto or any other similar or connected
13 document.
- 14 c. Any and all documents relating to, mentioning or reflecting the ownership or
15 change of ownership of Jaksick Family LLC during the relevant time period.
- 16 d. Any and all documents relating to, mentioning or reflecting the management or
17 change of management of Jaksick Family LLC during the relevant time period.
- 18 e. Any and all documents relating to, mentioning or evidencing any actions taken
19 by Sam, Todd, Stan or Wendy, in any capacity, on behalf of Jaksick Family LLC
20 during the relevant time period.
- 21 f. All records and documents relating to or reflecting Jaksick Family LLC interests,
22 Jaksick Family LLC ledgers, Jaksick Family LLC resolutions, Jaksick Family
23 LLC minutes and/or memos and or notes of Jaksick Family LLC meetings, during
24 the relevant time period.
- 25 g. Copies of all documents relating to or reflecting any financial transaction of any
26 nature involving Jaksick Family LLC and/or its assets at any time during the
27 relevant time period.
- 28 h. Copies of all documents relating to or reflecting the purchase, sale or transfer of
any asset of Jaksick Family LLC during the relevant time period.
- i. All correspondence, cards, notes, email correspondence and/or other electronic,
mobile, social media, text message, electronic message, or internet
correspondence of any kind between you or your Firm and anyone else
concerning or mentioning Jaksick Family LLC prepared or sent during the
relevant time period.
- j. Any and all documents relating to, mentioning or reflecting assets contributed to
or paid to Jaksick Family LLC by Sam, Todd, Stan or Wendy, in any capacity, or
any of their spouse or any of their children during the relevant time period.
- k. Any and all documents relating to, mentioning or reflecting assets contributed to
or paid to Jaksick Family LLC during the relevant time period by anyone, any
entity or any trust other than Todd, his spouse or any of his children.
- l. Any and all documents relating to, mentioning or reflecting distributions of cash
or other assets from Jaksick Family LLC during the relevant time period to
anyone or any entity.
- m. Any and all documents relating to, mentioning or reflecting any loans to which
Jaksick Family LLC was a party during the relevant time period.

- 1 n. All state and federal tax documents prepared, issued and/or filed in relation to
2 Jaksick Family LLC during the relevant time period.
- 3 34. Any and all documents and the entire file(s) in your possession, custody or control
4 or to which you may have access, pertaining to Incline TSS, Ltd., including but not limited to:
- 5 a. The entire corporate book or record, including all records, which would be
6 includable in the books or records of Incline TSS, Ltd., during the relevant time
7 period.
- 8 b. Any and all files and documents relating to the formation of Incline TSS, Ltd.,
9 including, but not limited to, entity agreements, articles of formation,
10 amendments to entity agreements, by-laws, and any and all amendments,
11 supplements, addendums, alterations thereto or any other similar or connected
12 document.
- 13 c. Any and all documents relating to, mentioning or reflecting the ownership or
14 change of ownership of Incline TSS, Ltd. during the relevant time period.
- 15 d. Any and all documents relating to, mentioning or reflecting the management or
16 change of management of Incline TSS, Ltd. during the relevant time period.
- 17 e. Any and all documents relating to, mentioning or evidencing any actions taken
18 by Sam, Todd, Stan or Wendy, in any capacity, on behalf of Incline TSS, Ltd.
19 during the relevant time period.
- 20 f. All records and documents relating to or reflecting Incline TSS, Ltd. interests,
21 Incline TSS, Ltd. ledgers, Incline TSS, Ltd. resolutions, Incline TSS, Ltd.
22 minutes and/or memos and or notes of Incline TSS, Ltd. meetings, during the
23 relevant time period.
- 24 g. Copies of all documents relating to or reflecting any financial transaction of any
25 nature involving Incline TSS, Ltd. and/or its assets at any time during the relevant
26 time period.
- 27 h. Copies of all documents relating to or reflecting the purchase, the listing for sale,
28 the sale or transfer of any asset of Incline TSS, Ltd. during the relevant time
period.
- i. All correspondence, cards, notes, email correspondence and/or other electronic,
mobile, social media, text message, electronic message, or internet
correspondence of any kind between you or your Firm and anyone else
concerning or mentioning Incline TSS, Ltd. prepared or sent during the relevant
time period.
- j. Any and all documents relating to, mentioning or reflecting assets contributed to
or paid to Incline TSS, Ltd. during the relevant time period by Sam, in any
capacity.
- k. Any and all documents relating to, mentioning or reflecting assets contributed to
or paid to Incline TSS, Ltd. during the relevant time period by Todd, in any
capacity, his spouse or any of his children.
- l. Any and all documents relating to, mentioning or reflecting assets contributed to
or paid to Incline TSS, Ltd. during the relevant time period by Sam, in any
capacity, his spouse or any of his children.

- 1 m. Any and all documents relating to, mentioning or reflecting assets contributed to
2 or paid to Incline TSS, Ltd. during the relevant time period by Wendy, in any
3 capacity, his spouse or any of his children.
4 n. Any and all documents relating to, mentioning or reflecting assets contributed to
5 or paid to Incline TSS, Ltd. during the relevant time period by anyone, any entity
6 or any trust other than Sam, Todd, Stan or Wendy.
7 o. Any and all documents relating to, mentioning or reflecting distributions of cash
8 or other assets from Incline TSS, Ltd. during the relevant time period to anyone
9 or any entity.
10 p. Any and all documents relating to, mentioning or reflecting any loans to which
11 Incline TSS, Ltd. was a party during the relevant time period.
12 q. All state and federal tax documents prepared, issued and/or filed in relation to
13 Incline TSS, Ltd. during the relevant time period.
- 14 35. All documents, files or records kept or maintained by you or your Firm with
15 respect to the Tahoe Property.
- 16 36. All correspondence, cards, notes, email correspondence and/or other electronic,
17 mobile, social media, text message, electronic message, or internet correspondence of any kind
18 between you and anyone else, other than your attorney(s), concerning the Tahoe Property
19 prepared or sent during the relevant time period.
- 20 37. All documents sent to you from anyone else, other than your attorney(s), or from
21 you to anyone else, other than your attorney(s), regarding the Tahoe Property during the relevant
22 time period.
- 23 38. All documents, files or records kept or maintained by you reflecting any expense,
24 insurance, taxes, security, maintenance or otherwise, that was paid for the benefit of the Tahoe
25 Property during the relevant time period.
- 26 39. All monthly or other periodic budgets or listing of monthly or other periodic
27 expenses relating to any expense, taxes, and/or insurance paid or that needs to be paid relating
28 to the Tahoe Property during the relevant time period.
40. Originals, drafts, copies, revisions and amendments, executed or unexecuted, of
documents, including contracts, deeds, deeds of trust, agreements, assignments or other
documents, reflecting or evidencing the ownership of the Tahoe Property from January 1, 2003
through the present.
41. Originals, drafts, copies, revisions and amendments, executed or unexecuted, of
documents, including contracts, deeds, deeds of trust, agreements, assignments or other
documents, reflecting or evidencing the ownership of the Tahoe Property on the day before Sam
died.
42. Originals, drafts, copies, revisions and amendments, executed or unexecuted, of
documents, including contracts, deeds, deeds of trust, agreements, assignments or other
documents, reflecting or evidencing the current ownership of the Tahoe Property.

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43. Originals, drafts, copies, revisions and amendments, executed or unexecuted, of documents, including contracts, deeds, deeds of trust, agreements, assignments or other documents, relating to, mentioning or evidencing the transfer or alienation of any interest in the Tahoe Property during the relevant time period.

44. All encumbrances, liens, lis pendens or any other clouds on title on the Tahoe Property during the relevant time period.

45. All documents, instruments or other papers reflecting the sale, potential sale, purchase and/or potential purchase of any interest in the Tahoe Property during the relevant time period.

46. Copies of all documents and/or closing statements in connection with the sale of any interest in the Tahoe Property, during the relevant time period, and all documents showing the disposition of the proceeds received from any such sale.

47. Copies of all documents relating to, mentioning or evidencing any consideration paid in exchange for ownership in the Tahoe Property by any person, entity and/or trust during the relevant time period.

48. Copies of all documents relating to, mentioning or evidencing any consideration paid in exchange for ownership in any entity or trust that held an ownership interest in the Tahoe Property during the relevant time period.

49. All state and federal tax documents prepared, issued and/or filed in relation to the purchase or sale of any interest in the Tahoe Property during the relevant time period.

50. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, in relation to the ownership and/or the change of ownership of the Tahoe Property during the relevant time period.

51. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, in relation to the ownership and/or the change of ownership of the Tahoe Property during the relevant time period.

52. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, in relation to the ownership and/or the change of ownership of the Tahoe Property during the relevant time period.

53. All appraisals of the Tahoe Property.

54. All letters, correspondence, memoranda, notes, records, statements, billing statements, receipts, canceled checks or documents sent by you or your Law Firm or any other person acting on your or your attorneys' behalf to any individual or entity that has prepared or is preparing an appraisal of the Tahoe Property.

1 55. Any and all documents relating to, mentioning or reflecting the value of the Tahoe
2 Property at any time during the relevant time period.

3 56. All contracts, settlements, agreements or documents any sort entered into and/or
4 executed by Todd, Stan or Wendy, in any capacity, in relation to the Tahoe Property during the
5 relevant time period.

6 57. All documents relating to, referencing or reflecting in any way Sam's intentions
7 that Todd, Stan and Wendy be treated and/or benefit equally in relation to the use of the Tahoe
8 Property.

9 58. All documents relating to, referencing or reflecting in any way Sam's intentions
10 that Todd, Stan and Wendy not be treated and/or benefit equally in relation to the use of the
11 Tahoe Property.

12 59. All documents relating to, referencing or reflecting in any way Sam's intentions
13 that Todd, Stan and Wendy benefit equally from any sale of the Tahoe Property.

14 60. All documents relating to, referencing or reflecting in any way Sam's intentions
15 that Todd, Stan and Wendy not benefit equally from any sale of the Tahoe Property.

16 61. All documents relating to, mentioning or evidencing that you, your Firm and/or
17 Todd, in any capacity, disclosed to Stan and/or Wendy the changes in ownership of the Tahoe
18 Property during the relevant time period.

19 62. All documents relating to, mentioning or evidencing that Stan, in any capacity,
20 disclosed to Wendy the changes in ownership of the Tahoe Property during the relevant time
21 period.

22 63. All documents relating to, mentioning or evidencing that you, your Firm and/or
23 Todd, in any capacity, disclosed to Stan and/or Wendy the benefit(s) Todd, his spouse and/or his
24 children would receive as a result of using some or all of Sam's life insurance proceeds to pay
25 down debt on the Tahoe Property.

26 64. All documents relating to, mentioning or evidencing that you, your Firm and/or
27 Todd, in any capacity, disclosed to Wendy that the use of the life insurance proceeds to pay down
28 debt on the Tahoe Property would benefit him and/or his family more than it would benefit
Wendy and/or her family.

 65. All documents relating to, mentioning or evidencing that Wendy understood that
the use of the life insurance proceeds to pay down debt on the Tahoe Property would benefit
Todd and/or his family more than it would benefit Wendy and/or her family.

 66. All documents relating to, mentioning or evidencing that you, your Firm and/or
Todd, in any capacity, disclosed to Wendy that the use of the life insurance proceeds to pay down
debt on the Tahoe Property would reduce or eliminate the liquidity in the Issue Trust.

1 67. All documents relating to, mentioning or evidencing that Wendy understood that
2 the use of the life insurance proceeds to pay down debt on the Tahoe Property would reduce or
eliminate the liquidity of the Issue Trust.

3 68. All documents relating to, mentioning or evidencing any loan or mortgage
4 secured by the Tahoe Property at any time during the relevant time period.

5 69. All documents relating to, mentioning or evidencing SSJ, LLC's liability on any
6 loan or mortgage secured by the Tahoe Property at any time during the relevant time period.

7 70. All documents relating to, mentioning or evidencing Incline TSS, Ltd.'s liability
8 on any loan or mortgage secured by the Tahoe Property at any time during the relevant time
period.

9 71. All documents relating to, mentioning or evidencing Todd's or any of Todd's
10 entities' or trusts' liability on any loan or mortgage secured by the Tahoe Property at any time
during the relevant time period.

11 72. Any and all originals, drafts, copies, revisions, executed or unexecuted, of any
12 agreements, other than Todd's Indemnification Agreement, that require Sam, Sam's Estate, the
13 Family Trust and/or the Issue Trust to indemnify: (i) Todd, in any capacity, Todd's spouse and/or
14 any of Todd's children, (ii) any Trust(s) benefiting Todd, Todd's spouse and/or any of Todd's
children and/or (iii) any entity in which Todd, his spouse or his children or any Trust(s)
benefiting Todd, Todd's spouse and/or any of Todd's children own an interest.

15 73. Any and all originals, drafts, copies, revisions, executed or unexecuted, of Todd's
16 Indemnification Agreement.

17 74. All records and documents that relate to, mention or evidence the creation or
18 execution of Todd's Indemnification Agreement, including, but not limited to, all
19 correspondence, emails, text messages, reports, records, notes, memos, ledgers, invoices,
statements and bills.

20 75. All correspondence, cards, notes, email correspondence and/or other electronic,
21 mobile, social media, text message, electronic message, or internet correspondence of any kind
22 that relate to or mention Todd's Indemnification Agreement and/or the creation, preparation,
23 execution or use of Todd's Indemnification Agreement sent or received during the relevant time
period.

24 76. All correspondence, cards, notes, email correspondence and/or other electronic,
25 mobile, social media, text message, electronic message, or internet correspondence of any kind
26 between you or your Firm and anyone else that relate to or mention Todd's Indemnification
Agreement and/or the creation, preparation, execution or use of Todd's Indemnification
Agreement.

27 77. All correspondence, cards, notes, email correspondence and/or other electronic,
28 mobile, social media, text message, electronic message, or internet correspondence of any kind

1 between Sam, or anyone acting on his behalf, and anyone else (including Sam's attorney(s)), that
2 relate to or mention the creation, preparation, execution or use of Todd's Indemnification
3 Agreement.

4 78. All documents that relate to, mention or support the creation or preparation of the
5 document titled "(Obligations)", which is attached as Exhibit "A" to Todd's Indemnification
6 Agreement (See Exhibit A-3 at JSK001309 – JSK001316).

7 79. All documents that relate to, mention or support any of the debts identified in the
8 document titled "(Obligations)", which is attached as Exhibit "A" to Todd's Indemnification
9 Agreement (See Exhibit A-3 at JSK001309 – JSK001316).

10 80. All documents that relate to, mention or evidence the Mortgage Loan for 4505
11 Alpes Way in favor of Wells Fargo in the original principal amount of \$1,435,000.00 with
12 monthly payments of \$7,281.67, which is identified on (See Exhibit A-3 at JSK001315).

13 81. All documents that relate to, mention or evidence the Home Equity in favor of
14 Wells Fargo in the original principal amount of \$485,000.00 with approximate monthly
15 payments of \$1,400.00, which is identified on (See Exhibit A-3 at JSK001315).

16 82. All documents that relate to, mention or evidence the Mortgage Construction
17 Loan in Favor of First Independent Bank in the original principal amount of \$3,060,000.00 with
18 monthly payment on the 1st of each month of \$5,774.00 and a maturity date of August 1, 2008,
19 which is identified on (See Exhibit A-3 at JSK001315).

20 83. All documents that relate to, mention or evidence the Cadillac automobile loan
21 Note in favor of GMAC in the original principal amount of \$33,600.00 with monthly payments
22 of \$700.00 due on the 20th of each month and a maturity date of May 20, 2010, which is identified
23 on (See Exhibit A-3 at JSK001315).

24 84. All documents that relate to, mention or evidence any debts of the "Indemnitees"
25 (as the term is defined in the first paragraph of Todd's Indemnification Agreement) that have
26 been paid, forgiven or cancelled pursuant to the terms of Todd's Indemnification Agreement.

27 85. All documents that relate to, mention or evidence any debts of the "Indemnitees"
28 (as the term is defined in the first paragraph of Todd's Indemnification Agreement) that have not
been paid, forgiven or cancelled but that you believe or allege are obligated to be paid, forgiven
or cancelled under the terms of Todd's Indemnification Agreement.

86. All documents that relate to, mention or evidence the Mortgage Loan for 4505
Alpes Way in favor of Wells Fargo in the original principal amount of \$1,435,000.00 with
monthly payments of \$7,281.67, which is identified on (See Exhibit A-3 at JSK001315).

87. All documents that relate to, mention or evidence any payments made on the debts
of the "Indemnitees" (as the term is defined in the first paragraph of Todd's Indemnification
Agreement) that have been paid under the terms of Todd's Indemnification Agreement.

1 88. All federal or state tax returns or documents that report or reflect any payment,
2 forgiveness or cancellation of debt pursuant to the terms of Todd's Indemnification Agreement.

3 89. All documents that relate to, mention or evidence any debts of the "Indemnitees"
4 (as the term is defined in the first paragraph of Todd's Indemnification Agreement) that have not
5 been paid, forgiven or cancelled but that you believe or allege are obligated to be paid, forgiven
6 or cancelled under the terms of Todd's Indemnification Agreement.

7 90. Any and all documents relating to, mentioning or evidencing any actions taken
8 by you or your Firm or anyone acting on you or your Firm's behalf to apply or carry out the
9 terms of Todd's Indemnification Agreement.

10 91. Any and all documents relating to, mentioning or evidencing any actions taken
11 by Todd, in any capacity, or anyone acting on Todd's behalf to carry out or to enforce the terms
12 of Todd's Indemnification Agreement.

13 92. Any and all originals, drafts, copies, revisions, executed or unexecuted, of any
14 agreements that require Sam, Sam's Estate, the Family Trust and/or the Issue Trust to indemnify:
15 (i) Stan, in any capacity, Stan's spouse and/or any of Stan's children, (ii) any Trust(s) benefiting
16 Stan, Stan's spouse and/or any of Stan's children and/or (iii) any entity in which Stan, his spouse
17 or his children or any Trust(s) benefiting Stan, Stan's spouse and/or any of Stan's children own
18 an interest. (the "Stan Indemnification Agreements").

19 93. All records and documents that relate to, mention or evidence the creation or
20 execution of the Stan Indemnification Agreements, including, but not limited to, all
21 correspondence, emails, text messages, reports, records, notes, memos, ledgers, invoices,
22 statements and bills.

23 94. All correspondence, cards, notes, email correspondence and/or other electronic,
24 mobile, social media, text message, electronic message, or internet correspondence of any kind
25 that relate to or mention the Stan Indemnification Agreements and/or the creation, preparation,
26 execution or application of the Stan Indemnification Agreements sent or received during the
27 relevant time period.

28 95. All correspondence, cards, notes, email correspondence and/or other electronic,
mobile, social media, text message, electronic message, or internet correspondence of any kind
between you or your Firm and anyone else that relate to or mention the Stan Indemnification
Agreements and/or the creation, preparation, execution or application of the Stan
Indemnification Agreements.

All correspondence, cards, notes, email correspondence and/or other electronic,
mobile, social media, text message, electronic message, or internet correspondence of any kind
between Sam, or anyone acting on his behalf, and anyone else (including Sam's attorney(s)), that
relate to or mention the creation, preparation, execution or application of the Stan
Indemnification Agreements.

1 97. All documents that relate to, mention or evidence any debts of those indemnified
2 by the Stan Indemnification Agreements that have been paid, forgiven or cancelled pursuant to
3 the terms of the Stan Indemnification Agreements.

4 98. All documents that relate to, mention or evidence any payments made on the debts
5 of those indemnified by the Stan Indemnification Agreements that have been paid under the
6 terms of the Stan Indemnification Agreements.

7 99. All documents that relate to, mention or evidence any debts those indemnified by
8 the Stan Indemnification Agreements that have not been paid, forgiven or cancelled but that you
9 believe or allege are obligated to be paid, forgiven or cancelled under the terms of the Stan
10 Indemnification Agreements.

11 100. Any and all documents relating to, mentioning or evidencing any actions taken
12 by you or your Firm to carry out or to enforce the terms of the Stan Indemnification Agreements.

13 101. Any and all documents relating to, mentioning or evidencing any actions taken
14 by Stan, in any capacity, or anyone acting on Stan's behalf to carry out or to enforce the terms
15 of the Stan Indemnification Agreements.

16 102. Any and all documents relating to, mentioning or evidencing the sale or
17 disposition of any cattle after Sam's death that were owned by Sam's Estate, the Family Trust,
18 the Issue Trust or any entity in which Sam, his Estate or any of his trusts or entities owned an
19 interest.

20 103. Copies of all documents in connection with the sale of any cattle after Sam's
21 death that were owned by Sam's Estate, the Family Trust, the Issue Trust or any entity in which
22 Sam, his Estate or his trusts owned an interest and all documents showing the disposition of the
23 proceeds received from any such sale.

24 104. All correspondence, cards, notes, email correspondence and/or other electronic,
25 mobile, social media, text message, electronic message, or internet correspondence of any kind
26 between you or your Firm and anyone else that relate to or mention any cattle owned or sold
27 after Sam's death that were owned by the Family Trust, the Issue Trust or any entity in which
28 Sam or his Estate owned an interest.

105. Any and all documents relating to, mentioning or evidencing any actions taken
by Todd, in any capacity, in relation to any cattle that were owned by Sam's Estate, the Family
Trust, the Issue Trust or any entity in which Sam or his Estate owned an interest

106. Any and all documents and the entire file(s) in your possession, custody or control
or to which you may have access, pertaining to Bright Holland, Co., including but not limited
to:

a. The entire corporate book or record, including all records, which would be
includable in the books or records of Bright Holland, Co., during the relevant time
period.

- 1 b. Any and all files and documents relating to the formation of Bright Holland, Co.,
- 2 including, but not limited to, entity agreements, articles of formation,
- 3 amendments to entity agreements, by-laws, and any and all amendments,
- 4 supplements, addendums, alterations thereto or any other similar or connected
- 5 document.
- 6 c. Any and all documents relating to, mentioning or reflecting the ownership or
- 7 change of ownership of Bright Holland, Co. during the relevant time period.
- 8 d. Any and all documents relating to, mentioning or reflecting the ownership interest
- 9 of Wendy and/or the Wendy A. Jaksick 2012 BHC Family Trust in Bright
- 10 Holland, Co. during the relevant time period.
- 11 e. Any and all documents relating to, mentioning or reflecting the ownership interest
- 12 of Todd and/or the Todd Jaksick 2012 BHC Family Trust in Bright Holland, Co.
- 13 during the relevant time period.
- 14 f. Any and all documents relating to, mentioning or reflecting the ownership interest
- 15 of Stan and/or the Stanley Jaksick 2012 BHC Family Trust in Bright Holland, Co.
- 16 during the relevant time period.
- 17 g. Any and all documents relating to, mentioning or reflecting the management or
- 18 change of management of Bright Holland, Co. during the relevant time period.
- 19 h. Any and all documents relating to, mentioning or evidencing any actions taken
- 20 by Todd, in any capacity, on behalf of and/or in relation to Bright Holland, Co.
- 21 during the relevant time period.
- 22 i. Any and all documents relating to, mentioning or evidencing any actions taken
- 23 by Stan, in any capacity, on behalf of and/or in relation to Bright Holland, Co.
- 24 during the relevant time period.
- 25 j. Any and all documents relating to, mentioning or evidencing any actions taken
- 26 by Kevin, in any capacity, on behalf of and/or in relation to Bright Holland, Co.
- 27 during the relevant time period.
- 28 k. Any and all documents relating to, mentioning or evidencing any actions taken
- l. All records and documents relating to or reflecting Bright Holland, Co. interests,
- Bright Holland, Co. ledgers, Bright Holland, Co. resolutions, Bright Holland, Co.
- minutes and/or memos and or notes of Bright Holland, Co. meetings, during the
- relevant time period.
- m. Copies of all documents relating to or reflecting any financial transaction of any
- nature involving Bright Holland, Co. and/or its assets at any time during the
- relevant time period.
- n. Copies of all documents relating to or reflecting the purchase, sale or transfer of
- any asset of Bright Holland, Co., including Fly Ranch, during the relevant time
- period.
- o. Copies of all documents and/or closing statements in connection with the sale of
- any assets of Bright Holland, Co, including the property known as Fly Ranch,
- during the relevant time period, and all documents showing the disposition of the
- proceeds received from any such sale(s).

1 107. All records and documents relating to, mentioning or reflecting the proceeds
2 Wendy and/or the Wendy A. Jaksick 2012 BHC Family Trust was entitled to receive and/or did
3 receive as a result of the Fly Ranch sale.

4 108. All records and documents relating to, mentioning or reflecting the proceeds Todd
5 and/or the Todd Jaksick 2012 BHC Family Trust was entitled to receive and/or did receive as a
6 result of the Fly Ranch sale.

7 109. All records and documents relating to, mentioning or reflecting the proceeds Stan
8 and/or the Stanley Jaksick 2012 BHC Family Trust was entitled to receive and/or did receive as
9 a result of the Fly Ranch sale.

10 110. All records and documents relating to, mentioning or reflecting that the proceeds
11 of the Fly Ranch sale were held in escrow and why such funds were held in escrow.

12 111. All records and documents relating to, mentioning or reflecting the disposition of
13 the proceeds of the Fly Ranch sale.

14 112. All state and federal tax documents prepared, issued and/or filed in relation to the
15 sale of Fly Ranch or the proceeds of the sale of Fly Ranch.

16 113. All records and documents relating to, mentioning or reflecting the payment or
17 transfer of any of the proceeds of the Fly Ranch sale to the entity known as Jack Rabbit or Jack
18 Rabbit Properties, LLC.

19 114. All records and documents relating to, mentioning or reflecting purpose for the
20 payment or transfer of any of the proceeds of the Fly Ranch sale to the entity known as Jack
21 Rabbit or Jack Rabbit Properties, LLC.

22 115. All records and documents relating to, mentioning or reflecting the current status
23 and/or location of the proceeds of the Fly Ranch sale that were payable to Wendy or the Wendy
24 A. Jaksick 2012 BHC Family Trust.

25 116. All records and documents relating to, mentioning or reflecting the current status
26 and/or location of the proceeds of the Fly Ranch sale that were payable to Todd or the Todd
27 Jaksick 2012 BHC Family Trust.

28 117. All records and documents relating to, mentioning or reflecting the current status
and/or location of the proceeds of the Fly Ranch sale that were payable to Stan or the Stanley
Jaksick 2012 BHC Family Trust.

118. Any and all documents relating to, mentioning or evidencing the decision by
Todd, in any capacity, Stan, in any capacity, or Kevin, in any capacity, not to distribute any of
the proceeds of the sale of the Fly Ranch to Wendy or the Wendy A. Jaksick 2012 BHC Family
Trust.

1 119. All correspondence, cards, notes, email correspondence and/or other electronic,
2 mobile, social media, text message, electronic message, or internet correspondence of any kind
3 between you, in any capacity, and anyone else concerning or mentioning Bright Holland, Co.
and/or the sale of Fly Ranch prepared or sent during the relevant time period.

4 120. All correspondence, cards, notes, email correspondence and/or other electronic,
5 mobile, social media, text message, electronic message, or internet correspondence of any kind
6 between Kevin Riley, in any capacity, and anyone else concerning or mentioning Bright Holland,
Co. and/or the sale of Fly Ranch prepared or sent during the relevant time period.

7 121. Any and all documents relating to, mentioning or reflecting distributions of cash
8 or other assets from Bright Holland, Co. during the relevant time period to anyone or any entity.

9 122. Any and all documents relating to, mentioning or reflecting any loans to which
Bright Holland, Co. was a party during the relevant time period.

10 123. Any and all documents and the entire file(s) in you and/or your Firm's possession,
11 custody or control or to which you or your Firm may have access, pertaining to Pioneer Group,
Inc., including but not limited to:

- 12
- 13 a. The entire corporate book or record, including all records, which would be
includable in the books or records of Pioneer Group, Inc., during the relevant time
14 period.
 - 15 b. Any and all files and documents relating to the formation of Pioneer Group, Inc.,
including, but not limited to, entity agreements, articles of formation,
16 amendments to entity agreements, by-laws, and any and all amendments,
supplements, addendums, alterations thereto or any other similar or connected
document.
 - 17 c. Any and all documents relating to, mentioning or reflecting the ownership or
change of ownership of Pioneer Group, Inc. during the relevant time period.
 - 18 d. Any and all documents relating to, mentioning or reflecting the ownership interest
of Wendy and/or the Pioneer Group, Inc. in Pioneer Group, Inc. during the
19 relevant time period.
 - 20 e. Any and all documents relating to, mentioning or reflecting the ownership interest
of Todd, in any capacity, in Pioneer Group, Inc. during the relevant time period.
 - 21 f. Any and all documents relating to, mentioning or reflecting the ownership interest
of Stan, in any capacity, in Pioneer Group, Inc. during the relevant time period.
 - 22 g. Any and all documents relating to, mentioning or reflecting the management or
change of management of Pioneer Group, Inc. during the relevant time period.
 - 23 h. Any and all documents relating to, mentioning or evidencing any actions taken
by Todd, in any capacity, on behalf of and/or in relation to Pioneer Group, Inc.
24 during the relevant time period.
 - 25 i. Any and all documents relating to, mentioning or evidencing any actions taken
by Stan, in any capacity, on behalf of and/or in relation to Pioneer Group, Inc.
26 during the relevant time period.
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- 1 j. Any and all documents relating to, mentioning or evidencing any actions taken
2 by Kevin, in any capacity, on behalf of and/or in relation to Pioneer Group, Inc.
3 during the relevant time period.
4 k. Any and all documents relating to, mentioning or evidencing any actions taken
5 by Wendy, in any capacity, on behalf of and/or in relation to Pioneer Group, Inc.
6 during the relevant time period.
7 l. All records and documents relating to or reflecting Pioneer Group, Inc. interests,
8 ledgers, resolutions, corporate minutes, during the relevant time period.
9 m. Copies of all documents relating to or reflecting any financial transaction of any
10 nature involving Pioneer Group, Inc. and/or its assets at any time during the
11 relevant time period.

12 124. Copies of all documents and closing statements relating to or reflecting the
13 purchase, sale or transfer of any asset of Pioneer Group, Inc., including Bronco Billy's Casino,
14 during the relevant time period and all documents showing the disposition of the proceeds
15 received from any such sale(s).

16 125. All records and documents relating to, mentioning or reflecting the proceeds
17 Wendy and/or the Family Trust was entitled to receive and/or did receive as a result of the Bronco
18 Billy's sale.

19 126. All records and documents relating to, mentioning or reflecting the proceeds
20 Todd, in any capacity, was entitled to receive and/or did receive as a result of the Bronco Billy's
21 sale.

22 127. All records and documents relating to, mentioning or reflecting the proceeds Stan,
23 in any capacity, was entitled to receive and/or did receive as a result of the Bronco Billy's sale.

24 128. All records and documents relating to, mentioning or reflecting that the proceeds
25 of the Bronco Billy's sale were held in escrow and why such funds were held in escrow.

26 129. All records and documents relating to, mentioning or reflecting the disposition of
27 the proceeds of the Bronco Billy's sale.

28 130. All state and federal tax documents prepared, issued and/or filed in relation to the
sale of Bronco Billy's or the proceeds of the sale of Bronco Billy's.

131. All records and documents relating to, mentioning or reflecting the current status
and/or location of the proceeds of the Bronco Billy's sale that were payable to Wendy or the
Family Trust.

132. All records and documents relating to, mentioning or reflecting the current status
and/or location of the proceeds of the Bronco Billy's sale that were payable to Todd, in any
capacity.

1 133. All records and documents relating to, mentioning or reflecting the current status
2 and/or location of the proceeds of the Bronco Billy's sale that were payable to Stan, in any
3 capacity.

4 134. Any and all documents relating to, mentioning or evidencing the decision by
5 Todd, in any capacity, or Kevin, in any capacity, or Stan, in any capacity, not to distribute any
6 of the proceeds of the sale of the Bronco Billy's to or for the benefit of Wendy.

7 135. All correspondence, cards, notes, email correspondence and/or other electronic,
8 mobile, social media, text message, electronic message, or internet correspondence of any kind
9 between you or your Firm, in any capacity, and anyone else concerning or mentioning Pioneer
10 Group, Inc. and/or the sale of Bronco Billy's prepared or sent during the relevant time period.

11 136. All correspondence, cards, notes, email correspondence and/or other electronic,
12 mobile, social media, text message, electronic message, or internet correspondence of any kind
13 between Todd, in any capacity, and anyone else concerning or mentioning Pioneer Group, Inc.
14 and/or the sale of Bronco Billy's prepared or sent during the relevant time period.

15 137. All correspondence, cards, notes, email correspondence and/or other electronic,
16 mobile, social media, text message, electronic message, or internet correspondence of any kind
17 between Kevin Riley, in any capacity, and anyone else concerning or mentioning Pioneer Group,
18 Inc. and/or the sale of Bronco Billy's prepared or sent during the relevant time period.

19 138. All correspondence, cards, notes, email correspondence and/or other electronic,
20 mobile, social media, text message, electronic message, or internet correspondence of any kind
21 between Stan, in any capacity, and anyone else concerning or mentioning Pioneer Group, Inc.
22 and/or the sale of Bronco Billy's prepared or sent during the relevant time period.

23 139. Any and all documents relating to, mentioning or evidencing that Wendy could
24 not participate in and/or receive proceeds of the sale of Bronco Billy's because of her failure or
25 inability to obtain a license from the Colorado Division of Gaming.

26 140. Any and all documents relating to, mentioning or evidencing that Family Trust
27 could not participate in and/or receive proceeds of the sale of Bronco Billy's because of its failure
28 or inability to obtain a license from the Colorado Division of Gaming.

141. All records and documents relating to, mentioning or reflecting any actions taken
by Todd, in any capacity, Stan, in any capacity, Kevin, in any capacity, or anyone else to enable
the Bronco Billy's sale to proceed, when Wendy could not or did not own a license from the
Colorado Division of Gaming.

142. All records and documents relating to, mentioning or reflecting any actions taken
by Todd, in any capacity, Stan, in any capacity, Kevin, in any capacity, or anyone else to enable
the Bronco Billy's sale to proceed, when the Family Trust could not or did not own a license
from the Colorado Division of Gaming.

1 143. Any and all documents relating to, mentioning or evidencing that Wendy and/or
2 the Family Trust could not participate in and/or receive proceeds of the sale of Bronco Billy's
because of their inability or failure to obtain

3 144. Any and all documents relating to, mentioning or reflecting distributions of cash
4 or other assets from Pioneer Group, Inc. during the relevant time period to anyone or any entity.

5 145. Any and all documents relating to, mentioning or reflecting any loans to which
6 Pioneer Group, Inc. was a party during the relevant time period.

7 146. All documents relating to, mentioning or evidencing the preparation, creation
8 and/or execution of the Note Payable Between Duck Lake Ranch LLC and Samuel Jaksick Jr.
(WJ 012356).

9 147. All correspondence, cards, notes, email correspondence and/or other electronic,
10 mobile, social media, text message, electronic message, or internet correspondence of any kind
11 between you, in any capacity, and anyone else concerning or mentioning the Note Payable
Between Duck Lake Ranch LLC and Samuel Jaksick Jr. (WJ 012356) or the creation and/or
execution of same.

12 148. All documents relating to, mentioning or evidencing that Sam received the
13 \$85,000.00 cash identified in the Note Payable Between Duck Lake Ranch LLC and Samuel
14 Jaksick Jr. (WJ 012356).

15 149. All documents relating to, mentioning or evidencing whether Sam repaid part or
16 all of the balance due under the Note Payable Between Duck Lake Ranch LLC and Samuel
Jaksick Jr. (WJ 012356).

17 150. All documents relating to, mentioning or evidencing what happened to the
18 Supercub-Sammy Subpercub identified as collateral in the Note Payable Between Duck Lake
Ranch LLC and Samuel Jaksick Jr. (WJ 012356) after Sam failed to fully repay the balance due
19 on the Note.

20 151. Any and all documents and the entire file(s) in you and/or your Firm's possession,
21 custody or control or to which you or your Firm may have access, pertaining to Jackrabbit
Properties, LLC, including but not limited to:

- 22 a. The entire corporate book or record, including all records, which would be
23 includable in the books or records of Jackrabbit Properties, LLC, during the
relevant time period.
- 24 b. Any and all files and documents relating to the formation of Jackrabbit Properties,
25 LLC, including, but not limited to, entity agreements, articles of formation,
26 amendments to entity agreements, by-laws, and any and all amendments,
supplements, addendums, alterations thereto or any other similar or connected
document.

- 1 c. Any and all documents relating to, mentioning or reflecting the ownership or
 - 2 change of ownership of Jackrabbit Properties, LLC during the relevant time
 - 3 period.
 - 4 d. Any and all documents relating to, mentioning or reflecting the ownership interest
 - 5 of Wendy and/or the Jackrabbit Properties, LLC in Jackrabbit Properties, LLC
 - 6 during the relevant time period.
 - 7 e. Any and all documents relating to, mentioning or reflecting the ownership interest
 - 8 of Todd, in any capacity, in Jackrabbit Properties, LLC during the relevant time
 - 9 period.
 - 10 f. Any and all documents relating to, mentioning or reflecting the ownership interest
 - 11 of Stan, in any capacity, in Jackrabbit Properties, LLC during the relevant time
 - 12 period.
 - 13 g. Any and all documents relating to, mentioning or reflecting the management or
 - 14 change of management of Jackrabbit Properties, LLC during the relevant time
 - 15 period.
 - 16 h. Any and all documents relating to, mentioning or evidencing any actions taken
 - 17 by Todd, in any capacity, on behalf of and/or in relation to Jackrabbit Properties,
 - 18 LLC during the relevant time period.
 - 19 i. Any and all documents relating to, mentioning or evidencing any actions taken
 - 20 by Stan, in any capacity, on behalf of and/or in relation to Jackrabbit Properties,
 - 21 LLC during the relevant time period.
 - 22 j. Any and all documents relating to, mentioning or evidencing any actions taken
 - 23 by Kevin, in any capacity, on behalf of and/or in relation to Jackrabbit Properties,
 - 24 LLC during the relevant time period.
 - 25 k. Any and all documents relating to, mentioning or evidencing any actions taken
 - 26 by Wendy, in any capacity, on behalf of and/or in relation to Jackrabbit
 - 27 Properties, LLC during the relevant time period.
 - 28 l. All records and documents relating to or reflecting Jackrabbit Properties, LLC
 - interests, ledgers, resolutions, corporate minutes, during the relevant time period.
 - m. Copies of all documents relating to or reflecting any financial transaction of any
 - nature involving Jackrabbit Properties, LLC and/or its assets at any time during
 - the relevant time period.
 - n. Any and all documents relating to, mentioning or reflecting distributions of cash
 - or other assets from Jackrabbit Properties, LLC during the relevant time period
 - to anyone or any entity.
 - o. Any and all documents relating to, mentioning or reflecting any loans to which
 - Jackrabbit Properties, LLC was a party during the relevant time period.
152. Any and all documents and the entire file(s) in you and/or your Firm's possession,
custody or control or to which you or your Firm may have access, pertaining to Homecamp,
LLC, including but not limited to:
- a. The entire corporate book or record, including all records, which would be
 - includable in the books or records of Homecamp, LLC, during the relevant time
 - period.
 - b. Any and all files and documents relating to the formation of Homecamp, LLC,
 - including, but not limited to, entity agreements, articles of formation,

- 1 amendments to entity agreements, by-laws, and any and all amendments,
2 supplements, addendums, alterations thereto or any other similar or connected
3 document.
 - 4 c. Any and all documents relating to, mentioning or reflecting the ownership or
5 change of ownership of Homecamp, LLC during the relevant time period.
 - 6 d. Any and all documents relating to, mentioning or reflecting the ownership interest
7 of Wendy and/or the Homecamp, LLC in Homecamp, LLC during the relevant
8 time period.
 - 9 e. Any and all documents relating to, mentioning or reflecting the ownership interest
10 of Todd, in any capacity, in Homecamp, LLC during the relevant time period.
 - 11 f. Any and all documents relating to, mentioning or reflecting the ownership interest
12 of Stan, in any capacity, in Homecamp, LLC during the relevant time period.
 - 13 g. Any and all documents relating to, mentioning or reflecting the management or
14 change of management of Homecamp, LLC during the relevant time period.
 - 15 h. Any and all documents relating to, mentioning or evidencing any actions taken
16 by Todd, in any capacity, on behalf of and/or in relation to Homecamp, LLC
17 during the relevant time period.
 - 18 i. Any and all documents relating to, mentioning or evidencing any actions taken
19 by Stan, in any capacity, on behalf of and/or in relation to Homecamp, LLC
20 during the relevant time period.
 - 21 j. Any and all documents relating to, mentioning or evidencing any actions taken
22 by Kevin, in any capacity, on behalf of and/or in relation to Homecamp, LLC
23 during the relevant time period.
 - 24 k. Any and all documents relating to, mentioning or evidencing any actions taken
25 by Wendy, in any capacity, on behalf of and/or in relation to Homecamp, LLC
26 during the relevant time period.
 - 27 l. All records and documents relating to or reflecting Homecamp, LLC interests,
28 ledgers, resolutions, corporate minutes, during the relevant time period.
 - m. Copies of all documents relating to or reflecting any financial transaction of any
nature involving Homecamp, LLC and/or its assets at any time during the relevant
time period.
 - n. Any and all documents relating to, mentioning or reflecting distributions of cash
or other assets from Homecamp, LLC during the relevant time period to anyone
or any entity.
 - o. Any and all documents relating to, mentioning or reflecting any loans to which
Homecamp, LLC was a party during the relevant time period.
153. Any and all documents and the entire file(s) in you and/or your Firm's possession,
custody or control or to which you or your Firm may have access, pertaining to White Pine Ranch
dba White Pine Lumber Co., including but not limited to:
- a. The entire corporate book or record, including all records, which would be
includable in the books or records of White Pine Ranch dba White Pine Lumber
Co., during the relevant time period.
 - b. Any and all files and documents relating to the formation of White Pine Ranch
dba White Pine Lumber Co., including, but not limited to, entity agreements,
articles of formation, amendments to entity agreements, by-laws, and any and all

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- amendments, supplements, addendums, alterations thereto or any other similar or connected document.
 - c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of White Pine Ranch dba White Pine Lumber Co. during the relevant time period.
 - d. Any and all documents relating to, mentioning or reflecting the ownership interest of Wendy and/or the White Pine Ranch dba White Pine Lumber Co. in White Pine Ranch dba White Pine Lumber Co. during the relevant time period.
 - e. Any and all documents relating to, mentioning or reflecting the ownership interest of Todd, in any capacity, in White Pine Ranch dba White Pine Lumber Co. during the relevant time period.
 - f. Any and all documents relating to, mentioning or reflecting the ownership interest of Stan, in any capacity, in White Pine Ranch dba White Pine Lumber Co. during the relevant time period.
 - g. Any and all documents relating to, mentioning or reflecting the management or change of management of White Pine Ranch dba White Pine Lumber Co. during the relevant time period.
 - h. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, on behalf of and/or in relation to White Pine Ranch dba White Pine Lumber Co. during the relevant time period.
 - i. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, on behalf of and/or in relation to White Pine Ranch dba White Pine Lumber Co. during the relevant time period.
 - j. Any and all documents relating to, mentioning or evidencing any actions taken by Kevin, in any capacity, on behalf of and/or in relation to White Pine Ranch dba White Pine Lumber Co. during the relevant time period.
 - k. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, on behalf of and/or in relation to White Pine Ranch dba White Pine Lumber Co. during the relevant time period.
 - l. All records and documents relating to or reflecting White Pine Ranch dba White Pine Lumber Co. interests, ledgers, resolutions, corporate minutes, during the relevant time period.
 - m. Copies of all documents relating to or reflecting any financial transaction of any nature involving White Pine Ranch dba White Pine Lumber Co. and/or its assets at any time during the relevant time period.
 - n. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from White Pine Ranch dba White Pine Lumber Co. during the relevant time period to anyone or any entity.
 - o. Any and all documents relating to, mentioning or reflecting any loans to which White Pine Ranch dba White Pine Lumber Co. was a party during the relevant time period.
154. Any and all documents and the entire file(s) in you and/or your Firm's possession, custody or control or to which you or your Firm may have access, pertaining to Duck Lake Ranch, LLC, including but not limited to:

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- a. The entire corporate book or record, including all records, which would be includable in the books or records of Duck Lake Ranch, LLC, during the relevant time period.
- b. Any and all files and documents relating to the formation of Duck Lake Ranch, LLC, including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments, supplements, addendums, alterations thereto or any other similar or connected document.
- c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of Duck Lake Ranch, LLC during the relevant time period.
- d. Any and all documents relating to, mentioning or reflecting the ownership interest of Wendy and/or the Duck Lake Ranch, LLC in Duck Lake Ranch, LLC during the relevant time period.
- e. Any and all documents relating to, mentioning or reflecting the ownership interest of Todd, in any capacity, in Duck Lake Ranch, LLC during the relevant time period.
- f. Any and all documents relating to, mentioning or reflecting the ownership interest of Stan, in any capacity, in Duck Lake Ranch, LLC during the relevant time period.
- g. Any and all documents relating to, mentioning or reflecting the management or change of management of Duck Lake Ranch, LLC during the relevant time period.
- h. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, on behalf of and/or in relation to Duck Lake Ranch, LLC during the relevant time period.
- i. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, on behalf of and/or in relation to Duck Lake Ranch, LLC during the relevant time period.
- j. Any and all documents relating to, mentioning or evidencing any actions taken by Kevin, in any capacity, on behalf of and/or in relation to Duck Lake Ranch, LLC during the relevant time period.
- k. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, on behalf of and/or in relation to Duck Lake Ranch, LLC during the relevant time period.
- l. All records and documents relating to or reflecting Duck Lake Ranch, LLC interests, ledgers, resolutions, corporate minutes, during the relevant time period.
- m. Copies of all documents relating to or reflecting any financial transaction of any nature involving Duck Lake Ranch, LLC and/or its assets at any time during the relevant time period.
- n. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from Duck Lake Ranch, LLC during the relevant time period to anyone or any entity.
- o. Any and all documents relating to, mentioning or reflecting any loans to which Duck Lake Ranch, LLC was a party during the relevant time period.

1 155. Any and all documents and the entire file(s) in you and/or your Firm's possession,
2 custody or control or to which you or your Firm may have access, pertaining to Toiyabe Co.,
3 including but not limited to:

- 4 a. The entire corporate book or record, including all records, which would be
5 includable in the books or records of Toiyabe Co., during the relevant time period.
6 b. Any and all files and documents relating to the formation of Toiyabe Co.,
7 including, but not limited to, entity agreements, articles of formation,
8 amendments to entity agreements, by-laws, and any and all amendments,
9 supplements, addendums, alterations thereto or any other similar or connected
10 document.
11 c. Any and all documents relating to, mentioning or reflecting the ownership or
12 change of ownership of Toiyabe Co. during the relevant time period.
13 d. Any and all documents relating to, mentioning or reflecting the ownership interest
14 of Wendy and/or the Toiyabe Co. in Toiyabe Co. during the relevant time period.
15 e. Any and all documents relating to, mentioning or reflecting the ownership interest
16 of Todd, in any capacity, in Toiyabe Co. during the relevant time period.
17 f. Any and all documents relating to, mentioning or reflecting the ownership interest
18 of Stan, in any capacity, in Toiyabe Co. during the relevant time period.
19 g. Any and all documents relating to, mentioning or reflecting the management or
20 change of management of Toiyabe Co. during the relevant time period.
21 h. Any and all documents relating to, mentioning or evidencing any actions taken
22 by Todd, in any capacity, on behalf of and/or in relation to Toiyabe Co. during
23 the relevant time period.
24 i. Any and all documents relating to, mentioning or evidencing any actions taken
25 by Stan, in any capacity, on behalf of and/or in relation to Toiyabe Co. during the
26 relevant time period.
27 j. Any and all documents relating to, mentioning or evidencing any actions taken
28 by Kevin, in any capacity, on behalf of and/or in relation to Toiyabe Co. during
the relevant time period.
k. Any and all documents relating to, mentioning or evidencing any actions taken
by Wendy, in any capacity, on behalf of and/or in relation to Toiyabe Co. during
the relevant time period.
l. All records and documents relating to or reflecting Toiyabe Co. interests, ledgers,
resolutions, corporate minutes, during the relevant time period.
m. Copies of all documents relating to or reflecting any financial transaction of any
nature involving Toiyabe Co. and/or its assets at any time during the relevant time
period.
n. Any and all documents relating to, mentioning or reflecting distributions of cash
or other assets from Toiyabe Co. during the relevant time period to anyone or any
entity.
o. Any and all documents relating to, mentioning or reflecting any loans to which
Toiyabe Co. was a party during the relevant time period.

156. Any and all originals, drafts, copies, revisions and amendments, executed or
unexecuted of the Agreement and Consent to Proposed Action, dated July 16, 2013 (Exhibit "9")
to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit

1 "A-1", and any and all documents relating to, mentioning or evidencing the creation and
2 execution of same.

3 157. All written communications, correspondence, emails and text messages sent or
4 received during the relevant time period, that relate to or mention the Agreement and Consent to
5 Proposed Action, dated July 16, 2013 (Exhibit "9" to the Petition for Confirmation Concerning
6 the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation and execution
7 of same.

8 158. All documents relating to, mentioning or evidencing that one or more of the Co-
9 Trustees provided full disclosure of information to Wendy concerning the Agreement and
10 Consent to Proposed Action, dated July 16, 2013 (Exhibit "9" to the Petition for Confirmation
11 Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before it was executed.

12 159. Any and all originals, drafts, copies, revisions and amendments, executed or
13 unexecuted of the Agreement and Consent to Proposed Action, dated July 24, 2013 (Exhibit "10"
14 to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibi
15 "A-1"), and any and all documents relating to, mentioning or evidencing the creation and
16 execution of same.

17 160. All written communications, correspondence, emails and text messages sent or
18 received during the relevant time period, that relate to or mention the Agreement and Consent to
19 Proposed Action, dated July 24, 2013 (Exhibit "10" to the Petition for Confirmation Concerning
20 the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation and execution
21 of same.

22 161. All documents relating to, mentioning or evidencing that one or more of the Co-
23 Trustees provided full disclosure of information to Wendy concerning the Agreement and
24 Consent to Proposed Action, dated July 24, 2013 (Exhibit "10" to the Petition for Confirmation
25 Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before it was executed.

26 162. Any and all originals, drafts, copies, revisions and amendments, executed or
27 unexecuted of the Agreement and Consent to Proposed Action, dated August 14, 2013 (Exhibit
28 "11" to the Petition for Confirmation concerning the Family Trust), and any and all documents
relating to, mentioning or evidencing the creation and execution of same.

163. All written communications, correspondence, emails and text messages sent or
received during the relevant time period, that relate to or mention the Agreement and Consent to
Proposed Action, dated August 14, 2013 (Exhibit "11" to the Petition for Confirmation
Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation
and execution of same.

164. All documents relating to, mentioning or evidencing that one or more of the Co-
Trustees provided full disclosure of information to Wendy concerning the Agreement and
Consent to Proposed Action, dated August 14, 2013 (Exhibit "11" to the Petition for
Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before
it was executed.

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165. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated August 26, 2013 (Exhibit "12" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the creation and execution of same.

166. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated August 26, 2013 (Exhibit "12" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation and execution of same.

167. All documents relating to, mentioning or evidencing that one or more of the Co-Trustees provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated August 26, 2013 (Exhibit "12" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before it was executed.

168. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated January 31, 2014 ((Exhibit "13" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the creation and execution of same.

169. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated January 31, 2014 (Exhibit "13" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation and execution of same.

170. All documents relating to, mentioning or evidencing that one or more of the Co-Trustees provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated January 31, 2014 (Exhibit "13" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before it was executed.

171. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated April 15, 2014 (Exhibit "14" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the creation and execution of same.

172. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated April 15, 2014 (Exhibit "14" to the Petition for Confirmation Concerning

1 the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation and execution
2 of same.

3 173. All documents relating to, mentioning or evidencing that one or more of the Co-
4 Trustees provided full disclosure of information to Wendy concerning the Agreement and
5 Consent to Proposed Action, dated April 15, 2014 (Exhibit "14" to the Petition for Confirmation
6 Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before it was executed.

7 174. Any and all originals, drafts, copies, revisions and amendments, executed or
8 unexecuted of the Agreement and Consent to Proposed Action, dated August 28, 2014 (Exhibit
9 "15" to the Petition for Confirmation concerning the Family Trust), and any and all documents
10 relating to, mentioning or evidencing the creation and execution of same.

11 175. All written communications, correspondence, emails and text messages sent or
12 received during the relevant time period, that relate to or mention the Agreement and Consent to
13 Proposed Action, dated August 28, 2014 (Exhibit "15" to the Petition for Confirmation
14 Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation
15 and execution of same.

16 176. All documents relating to, mentioning or evidencing that one or more of the Co-
17 Trustees provided full disclosure of information to Wendy concerning the Agreement and
18 Consent to Proposed Action, dated August 28, 2014 (Exhibit "15" to the Petition for
19 Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before
20 it was executed.

21 177. Any and all originals, drafts, copies, revisions and amendments, executed or
22 unexecuted of the Agreement and Consent to Proposed Action, dated September 25, 2014
23 (Exhibit "16" to the Petition for Confirmation Concerning the Family Trust, which is attached
24 hereto as Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the
25 creation and execution of same.

26 178. All written communications, correspondence, emails and text messages sent or
27 received during the relevant time period, that relate to or mention the Agreement and Consent to
28 Proposed Action, dated September 25, 2014 (Exhibit "16" to the Petition for Confirmation
Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation
and execution of same.

179. All documents relating to, mentioning or evidencing that one or more of the Co-
Trustees provided full disclosure of information to Wendy concerning the Agreement and
Consent to Proposed Action, dated September 25, 2014 (Exhibit "16" to the Petition for
Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before
it was executed.

180. Any and all originals, drafts, copies, revisions and amendments, executed or
unexecuted of the Agreement and Consent to Proposed Action, dated June 5, 2013 (Exhibit "7"
to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit

1 "A-2"), and any and all documents relating to, mentioning or evidencing the creation and
2 execution of same.

3 181. All written communications, correspondence, emails and text messages sent or
4 received during the relevant time period, that relate to or mention the Agreement and Consent to
5 Proposed Action, dated June 5, 2013 (Exhibit "7" to the Petition for Confirmation Concerning
6 the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or the creation and execution of
7 same.

8 182. All documents relating to, mentioning or evidencing that you, in your capacity as
9 Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the
10 Agreement and Consent to Proposed Action, dated June 5, 2013 (Exhibit "7" to the Petition for
11 Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or the
12 creation and execution of same.

13 183. Any and all originals, drafts, copies, revisions and amendments, executed or
14 unexecuted of the Agreement and Consent to Proposed Action, dated August 28, 2014 (Exhibit
15 "8" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as
16 Exhibit "A-2"), and any and all documents relating to, mentioning or evidencing the creation
17 and execution of same.

18 184. All written communications, correspondence, emails and text messages sent or
19 received during the relevant time period, that relate to or mention the Agreement and Consent to
20 Proposed Action, dated August 28, 2014 (Exhibit "8" to the Petition for Confirmation
21 Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or the creation and
22 execution of same.

23 185. All documents relating to, mentioning or evidencing that you, in your capacity as
24 Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the
25 Agreement and Consent to Proposed Action, dated August 28, 2014 (Exhibit "8" to the Petition
26 for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or
27 the creation and execution of same.

28 186. Any and all originals, drafts, copies, revisions and amendments, executed or
unexecuted of the Agreement and Consent to Proposed Action, dated September 25, 2014
(Exhibit "9" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto
as Exhibit "A-2"), and any and all documents relating to, mentioning or evidencing the creation
and execution of same.

187. All written communications, correspondence, emails and text messages sent or
received during the relevant time period, that relate to or mention the Agreement and Consent to
Proposed Action, dated September 25, 2014 (Exhibit "9" to the Petition for Confirmation
Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or the creation and
execution of same.

188. All documents relating to, mentioning or evidencing that you, in your capacity as
Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the

1 Agreement and Consent to Proposed Action, dated September 25, 2014 (Exhibit "9" to the
2 Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), before it was executed.

3
4 189. Any and all originals, drafts, copies, revisions and amendments, executed or
5 unexecuted of the Agreement and Consent to Proposed Action, dated November 13, 2015
6 (Exhibit "10" to the Petition for Confirmation Concerning the Issue Trust, which is attached
7 hereto as Exhibit "A-2"), and any and all documents relating to, mentioning or evidencing the
8 creation and execution of same.

9
10 190. All written communications, correspondence, emails and text messages sent or
11 received during the relevant time period, that relate to or mention the Agreement and Consent to
12 Proposed Action, dated November 13, 2015 (Exhibit "10" to the Petition for Confirmation
13 Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or the creation and
14 execution of same.

15
16 191. All documents relating to, mentioning or evidencing that you, in your capacity as
17 Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the
18 Agreement and Consent to Proposed Action, dated November 13, 2015 (Exhibit "10" to the
19 Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"),
20 before it was executed.
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AFFIDAVIT OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit is made; that I received a copy of the **SUBPOENA DUCES TECUM** on _____; and that I served the same on _____, by delivering and leaving a copy with _____ at _____.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this __ day of July, 2018.

1 **EXHIBIT "B"**
2 **CERTIFICATE OF CUSTODIAN OF RECORDS**

3 STATE OF NEVADA)
4) ss.
5 COUNTY OF CLARK)

6 NOW COMES _____, who after first being duly sworn
7 deposes and says:

- 8 1. That Affiant is the Custodian of Records of _____.
- 9 2. That on the __ day of _____, 2018, the Affiant was served with a written
10 request in connection with the above entitled matter.
- 11 3. That the Affiant has examined the original of those records and has made or
12 caused to be made a true and exact copy of them and that the reproduction of
13 them attached hereto is true and complete.
- 14 4. That the original of those records was made at or near the time of the act, event,
15 condition, opinion or diagnosis recited therein by or from information transmitted
16 by a person with knowledge, in the course of a regularly conducted activity of the
17 Affiant or the office or institution in which the Affiant is engaged.

18 _____
19 CUSTODIAN OF RECORDS

20 SUBSCRIBED and SWORN to before
21 me this __ day of _____, 2018.

22 _____
23 NOTARY PUBLIC in and for said
24 County and State

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, Nevada 89135

1
2 **EXHIBIT "C"**
3 **NEVADA RULES OF CIVIL PROCEDURE**

4 **Rule 45**

5 (c) ***Protection of persons subject to subpoena.***

6 (1) A party or an attorney responsible for the issuance and service of a subpoena shall take
7 reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The
8 court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or
9 attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost
10 earnings and a reasonable attorney's fee.

11 (2) (A) A person commanded to produce and permit inspection and copying of
12 designated books, papers, documents or tangible things, or inspection of premises need not appear in
13 person at the place of production or inspection unless commanded to appear for deposition, hearing or
14 trial.

15 (B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and
16 permit inspection and copying may, within 14 days after service of the subpoena or before the time
17 specified for compliance if such time is less than 14 days after service, serve upon the party or attorney
18 designated in the subpoena written objection to inspection or copying of any or all of the designated
19 materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to
20 inspect and copy the materials or inspect the premises except pursuant to an order of the court by which
21 the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice
22 to the person commanded to produce, move at any time for an order to compel the production. Such an
23 order to compel production shall protect any person who is not a party or an officer of a party from
24 significant expense resulting from the inspection and copying commanded.

25 (3) (A) On timely motion, the court by which a subpoena was issued shall quash or
26 modify the subpoena if it

- 27 (i) fails to allow reasonable time for compliance;
- 28 (ii) requires a person who is not a party or an officer of a party to travel to a
place more than 100 miles from the place where that person resides, is employed or regularly transacts
business in person, except that such a person may in order to attend trial be commanded to travel from
any such place within the state in which the trial is held, or
- (iii) requires disclosure of privileged or other protected matter and no
exception or waive applies, or
- (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research,
development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not
describing specific events or occurrences in dispute and resulting from the expert's study made not at the
request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena
or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or
material that cannot be otherwise met without undue hardship and assures that the person to whom the
subpoena is addressed will be reasonably compensated, the court may order appearance or production
only upon specified conditions.

(d) ***Duties in responding to subpoena.***

(1) A person responding to a subpoena to produce documents shall produce them as they are
kept in the usual course of business or shall organize and label them to correspond with the categories in
the demand.

(2) When information subject to a subpoena is withheld on a claim that it is
privileged or subject to protection as trial preparation materials, the claim shall be made expressly
and shall be supported by a description of the nature of the documents, communications, or things
not produced that is sufficient to enable the demanding party to contest the claim.

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, Nevada 89135

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CERTIFICATE OF SERVICE

Pursuant to NRCPC 5(b), I certify that I am an employee of FOX ROTHSCHILD LLP and that on this 31st day of July, 2018, I served a true and correct copy of the foregoing SUBPOENA DUCES TECUM by First Class U.S. Mail, postage prepaid addressed to the following:

Kent Robison, Esq.
Therese M. Shanks, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, NV 89503
*Attorneys for Todd B. Jaksick, Beneficiary
SSJ's Issue Trust and Samuel S. Jaksick, Jr.,
Family Trust*

Donald A. Lattin, Esq.
L. Robert LeGoy, Jr., Esq.
Brian C. McQuaid, Esq.
Carolyn K. Renner, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, NV 89519
*Attorneys for Petitioners/Co-Trustees
Todd B. Jaksick and Michael S. Kimmel of
the SSJ's Issue Trust and Samuel S.
Jaksick, Jr., Family Trust*

Phil Kreitlein, Esq.
Kreitlein Law Group
470 E. Plumb Lane, #310
Reno, NV 89502
Attorneys for Stanley S. Jaksick

Adam Hosmer-Henner, Esq.
McDonald Carano
100 West Liberty Street, 10th Fl.
P.O. Box 2670
Reno, NV 89505
Attorneys for Stanley S. Jaksick

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

DATED this 31st day of July, 2018.

/s/ Doreen Loffredo
An Employee of Fox Rothschild LLP

EXHIBIT 15

Date: 02/06/2020

Detail Payment Transaction File List
LEMONS, GRUHDY & EISENBERG

Page: 1

Case No.	Trans Date	H Trkr	P Task Cod	Unit #	Rate	Amount	Ref #
Transaction Date 03/25/2010							
52.8603	03/25/2010	A	140	1	1,300.00	Payment - Thank you Allied World Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
52.8603	03/25/2010	A	140	3	150.00	Payment - Thank you Allied World Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 04/06/2010							
52.8603	04/06/2010	A	140		1,000.00	Payment - Thank you PAH Limited LLC Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 04/16/2010							
52.8603	04/16/2010	A	140	4	1,000.00	Payment - Thank you Allied World Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 05/16/2010							
52.8603	05/16/2010	A	140		1,000.00	Payment - Thank you PAH LIMITED II LLC Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 10/16/2010							
52.8603	10/16/2010	A	140		1,000.00	Payment - Thank you PAH Limited LLC Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 12/16/2010							
52.8603	12/16/2010	A	140	7	6,351.80	Payment - Thank you Pierre Hascheff Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH

GRAND TOTALS

Payments 11,851.80

Thursday 02/06/2020 7:48 AM

LH000091

AA 1043

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-8868
Tax I.D. #88-0122938

Allied World
BILL THROUGH SERENGETI

Page: 1
01/24/2020
OUR ACCOUNT NUMBER [REDACTED]
STATEMENT NUMBER [REDACTED]

ATTN: Andy Kannay

Huschell, Pierre re: Allied World
2018018714

	PREVIOUS BALANCE	\$6,848.10
12/16/2019	Payment - Thank you Pierre Huschell	6,351.80
	BALANCE DUE	\$496.30
	FEE	
	EXPENSES	
	FINANCE CHARGE	
	PAYMENTS	
	12,345.00	3.10
		0.00
		11,851.80
		\$496.30

pdf

32 8803 11.pdf
300 KE

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #86-0122938

Allied World
 BILL THROUGH SERENGETI

Page: 1
 08/27/2019
 OUR ACCOUNT NO: [REDACTED]
 STATEMENT NO: [REDACTED]

ATTN: Andy Kettney

Haaschoff, Pierre re: Allied World
 2018018714

	PREVIOUS BALANCE	\$11,851.80
03/25/2019	Payment - Thank you Allied World	-1,300.00
03/25/2019	Payment - Thank you Allied World	-150.00
04/09/2019	Payment - Thank you PAH Limited LLC	-1,000.00
04/16/2019	Payment - Thank you Allied World	-1,050.00
05/16/2019	Payment - Thank you PAH LIMITED II LLC	-1,000.00
	TOTAL PAYMENTS	-4,500.00
	BALANCE DUE	\$7,351.80

	FEES	EXPENSES	FINANCE CHARGE	PAYMENTS
	11,850.00	1.80	0.00	4,500.00
				\$7,351.80

LH000093

AA 1045

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-8868
Tax I.D. #88-0122938

Allied World
BILL THROUGH SERENGETI

Page: 1
10/24/2018
OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 2

ATTN: Andy Kenney

Mascheff, Plumas re: Allied World
2018018714

PREVIOUS BALANCE					\$1,300.00
BALANCE DUE					\$1,300.00
FEE	EXPENSE	FINANCE CHARGE	PAYMENTS		
1,300.00	0.00	0.00	0.00		
					\$1,300.00

2018
5/24/2018
801-445-

LH000094

AA 1046

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Page: 1
10/10/2018

Allied World
BILL THROUGH SERENGETI

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. [REDACTED]

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

				HOURS		
09/04/2018	TRA	L120	A104	Review/analyze 41-page subpoena forwarded by Judge Hascheff	1.20	n/c
09/05/2018	TRA	L120	A106	Communicate (with client) Judge Hascheff re: receipt of and response to subpoena	0.20	n/c
09/06/2018	TRA	L120	A108	Communicate (other external) with attorney Kent Robison re: substance of Pierre Hascheff deposition	0.30	n/c
09/10/2018	TRA	L330	A104	Review/analyze background documents in preparation for client's deposition	3.60	n/c
09/11/2018	TRA	L120	A106	Communicate (with client) re: upcoming meeting with Kent Robison and deposition	0.20	n/c
	TRA	L120	A109	Appear for/attend meeting with Kent		

LH000095

AA 1047

Allied World

Page: 2
10/10/2018.

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 1

Hascheff, Pierre re: Allied World
2018018714

				HOURS	
Robison re: background of underlying trust issues and forthcoming deposition of client				1.40	n/c
09/14/2018	TRA	L330	A109	Appear for/attend deposition of Pierre Hascheff	4.70 1,175.00
09/18/2018	CLM	L120	A10	[REDACTED]	0.50 125.00
	TRA	L120	A102	[REDACTED]	0.80 n/c
SERVICES RENDERED THRU 09/30/2018				5.20	1,300.00

RECAPITULATION

TIMEKEEPER	Title	HOURS	HOURLY RATE	TOTAL
Christian L. Moore (CLM)	Partner	0.50	\$250.00	\$125.00
Todd R. Alexander (TRA)	Partner	4.70	250.00	1,175.00
TOTAL CURRENT WORK				1,300.00
BALANCE DUE				\$1,300.00

FEEES	EXPENSES	FINANCE CHARGE	PAYMENTS
1,300.00	0.00	0.00	0.00

Task Code Summary

		FEEES	EXPENSES
L120	Analysis/Strategy	125.00	0.00
L100	Case Assessment, Development & Admin.	125.00	0.00
L330	Depositions	1175.00	0.00

LH000096

AA 1048

Allied World

Hascheff, Pierre re: Allied World
2018018714

Page: 3
10/10/2018

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 1

L300 Discovery

<u>FEEs</u>	<u>EXPENSEs</u>
1,175.00	0.00

\$1,300.00

LH000097

AA 1049

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

Page: 1
 11/08/2018
 OUR ACCOUNT NO: [REDACTED]
 STATEMENT NO. 3

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

			HOURS		
10/05/2018					
TRA	L330	A108	Communicate (other external) with Andy Kenney (Allied World) re: status and forthcoming continued deposition	0.20	50.00
10/18/2018					
TRA	L330	A109	Appear for/attend telephone conference with counsel for all parties and Discovery Commissioner re: scheduling Judge Hascheff's ongoing deposition	0.40	100.00
			SERVICES RENDERED THRU 10/31/2018	0.60	150.00

RECAPITULATION				
TIMEKEEPER	Title	HOURS	HOURLY RATE	TOTAL
Todd R. Alexander (TRA)	Partner	0.60	\$250.00	\$150.00
TOTAL CURRENT WORK				150.00
PREVIOUS BALANCE				\$1,300.00
BALANCE DUE				\$1,450.00

LH000098

Allied World

Hascheff, Pierre re: Allied World
2018018714

Page: 2
11/08/2018

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. [REDACTED]

<u>FEE</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
1,450.00	0.00	0.00	0.00

Task Code Summary

L330 Depositions
L300 Discovery

<u>FEE</u>	<u>EXPENSES</u>
150.00	0.00
150.00	0.00

\$1,450.00

LH000099

AA 1051

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Page: 1
12/07/2018

Allied World
BILL THROUGH SERENGETI

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 4

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

				HOURS		
11/16/2018	TRA	L330	A109	Appear for/attend meeting with Judge Hascheff re: preparation for deposition	0.50	125.00
11/17/2018	TRA	L330	A109	Appear for/attend deposition of Pierre Hascheff	8.10	2,025.00
				SERVICES RENDERED THRU 11/30/2018	8.60	2,150.00

RECAPITULATION				
TIMEKEEPER	Title	HOURS	HOURLY RATE	TOTAL
Todd R. Alexander (TRA)	Partner	8.60	\$250.00	\$2,150.00
TOTAL CURRENT WORK				2,150.00
PREVIOUS BALANCE				\$1,450.00
BALANCE DUE				<u>\$3,600.00</u>

LH000100

AA 1052

Allied World

Page: 2
12/07/2018

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 4

Hascheff, Pierre re: Allied World
2018018714

<u>FEE</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
3,600.00	0.00	0.00	0.00

Task Code Summary

	<u>FEE</u>	<u>EXPENSES</u>
L330 Depositions	2150.00	0.00
L300 Discovery	2,150.00	0.00
		<u>\$3,600.00</u>

LH000101

AA 1053

LEMONS, GRUNDY & EISENBERG
 6005 Plumas Street, Third Floor
 Reno, Nevada 89519-6000
 (775) 786-8888
 Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

Page: 1
 01/25/2019
 OUR ACCOUNT NO. [REDACTED]
 STATEMENT NO. [REDACTED]

ATTN: Andy Kenney

Haechhoff, Pierre re: Allied World
 2018016714

PREVIOUS BALANCE	\$3,600.00
BALANCE DUE	\$3,600.00
FEEES	EXPENSES
3,600.00	0.00
FINANCE CHARGE	PAYMENTS
0.00	0.00
	\$3,600.00

140	001
52 800.00	52 800.00
290 KB	707 KB

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(775) 786-6868
Tax I.D. #88-0122938

Page: 1
02/13/2019

Allied World
BILL THROUGH SERENGETI

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 6

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

			HOURS	
01/24/2019				
TRA	L120	A104		
[REDACTED]				
			3.30	825.00
			3.30	825.00

SERVICES RENDERED THRU 01/31/2019

RECAPITULATION				
<u>TIMEKEEPER</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Todd R. Alexander (TRA)	Partner	3.30	\$250.00	\$825.00

01/31/2019	L110	E101	Copying for January 18 @ .10/page	1.80
			TOTAL COSTS AND ADVANCES	1.80
			TOTAL CURRENT WORK	826.80
			PREVIOUS BALANCE	\$3,600.00

LH000103

AA 1055

Allied World

Hascheff, Pierre re: Allied World
2018018714

Page. 2
02/13/2019
OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 6

BALANCE DUE

\$4,426.80

<u>FEE</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
4,425.00	1.80	0.00	0.00

Task Code Summary

		<u>FEE</u>	<u>EXPENSES</u>
L110	Fact Investigation/Development	0.00	1.80
L120	Analysis/Strategy	825.00	0.00
L100	Case Assessment, Development & Admin.	825.00	1.80

\$4,426.80

LH000104

AA 1056

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
BILL THROUGH SERENGETI

Page: 1
03/11/2019
OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 7

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

			HOURS	
02/05/2019	TRA L120	A104	Review/analyze trial subpoena for Judge Hascheff and discuss trial subpoena with client	0.30 75.00
02/19/2019	TRA L120	A109	Appear for/attend Jaksick trial in preparation for client's testimony	4.10 1,025.00
02/20/2019	TRA L120	A104	[REDACTED]	4.70 1,175.00
02/21/2019	CST B110	A101	Plan and prepare for Pierre Hascheff trial testimony in lawsuit between beneficiaries; review deposition transcript; review complaint; review correspondence	3.50 700.00

LH000105

AA 1057

Allied World

Page: 2
03/11/2019

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 7

Hascheff, Pierre re: Allied World
2018018714

				HOURS	
TRA	L120	A109	Appear for/attend meeting to prepare client for trial testimony	2.10	525.00
TRA	L120	A104	Review/analyze trial testimony of other witnesses in Jaksick trial in preparation for client's trial testimony	2.20	550.00
02/22/2019					
CST	B110	A109	Appear for and attend trial between Trustee Todd Jaksick and trust beneficiaries to observe testimony of Pierre Hascheff	5.50	1,100.00
TRA	L210	A104	[REDACTED]	3.10	775.00
02/24/2019					
CST	B110	A101	Plan and prepare for meeting with Kent Robison, counsel for trustee Todd Jaksick, and Don Lattin, counsel for remaining trustees and Pierre Hascheff to prepare for further cross examination	1.00	200.00
CST	B110	A109	Appear for/attend meeting with Kent Robison, counsel for trustee Todd Jaksick, and Don Lattin, counsel for remaining trustees and Pierre Hascheff to prepare for further cross examination	2.00	400.00
02/25/2019					
CST	B110	A109	Prepare for and attend trial between Jaksick trust beneficiaries to observe Pierre Hascheff testimony	4.50	900.00
SERVICES RENDERED THRU 02/28/2019				33.00	7,425.00

RECAPITULATION

TIMEKEEPER	Title	HOURS	HOURLY RATE	TOTAL
Caryn S. Tijsseling	Associate	16.50	\$200.00	\$3,300.00
Todd R. Alexander (TRA)	Partner	16.50	250.00	4,125.00

LH000106

AA 1058

Allied World

Hascheff, Pierre re: Allied World
2018018714

Page 3
03/11/2019

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 7

TOTAL CURRENT WORK	7,425.00
PREVIOUS BALANCE	\$4,426.80
BALANCE DUE	<u>\$11,851.80</u>

<u>FEE</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
11,850.00	1.80	0.00	0.00

Task Code Summary

	<u>FEE</u>	<u>EXPENSES</u>
B110 Case Administration	<u>3300.00</u>	<u>0.00</u>
B100 Administration	3,300.00	0.00
L120 Analysis/Strategy	<u>3350.00</u>	<u>0.00</u>
L100 Case Assessment, Development & Admin.	3,350.00	0.00
L210 Pleadings	<u>775.00</u>	<u>0.00</u>
L200 Pre-Trial Pleadings and Motions	775.00	0.00
		<u>\$11,851.80</u>

LH000107

AA 1059

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-8868
Tax I.D. #88-0122038

Allied World
BILL THROUGH SERENGETI

Page: 1
09/24/2018
OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. [REDACTED]

ATTN: Andy Kenney

Hasehoff, Pierre re: Allied World
2018018714

PREVIOUS BALANCE					\$7,351.80
BALANCE DUE					\$7,351.80
FEES	EXPENSES	FINANCE CHARGE	PAYMENTS		
11,850.00	1.80	0.00	4,500.00		
					\$7,351.80

LH000108

AA 1060

LEMONS, GRUNDY & EISENBERG
8005 Plumas Street, Third Floor
Reno, Nevada 89519-8000
(775) 786-8868
Tax I.D. #88-0122938

Allied World
BILL THROUGH SERENGETI

Page: 1
10/23/2019
OUR ACCOUNT NO: 52-00001
STATEMENT NO. [REDACTED]

ATTN: Ajidy Kanney

Haschoff, Pierre re: Allied World
2018018714

	PREVIOUS BALANCE	\$7,351.80
10/18/2019	Payment - Thank you PAH Limited LLC	-1,000.00
	BALANCE DUE	\$6,351.80
	FEEES EXPENSES FINANCE CHARGE PAYMENTS	
	11,850.00 1.80 0.00 6,500.00	
		\$6,351.80

LH000109

AA 1061

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

Page: 1
 12/10/2019
 OUR ACCOUNT NO: [REDACTED]
 STATEMENT NO. 11

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

				HOURS	
03/22/2019	TRA	L120	A104	[REDACTED]	
				0.80	200.00
06/21/2019	TRA	L120	A104	[REDACTED]	
				0.80	200.00
07/01/2019	CST	B110	A104	Review/analyze correspondence regarding status of action against Mr Hascheff	
				0.10	20.00
09/25/2019	TRA	L250	A104	Review/analyze draft joint motion and stipulation to stay proceedings	
				0.30	75.00
				2.00	495.00
				SERVICES RENDERED THRU 11/30/2019	

LH000110

Allied World

Page: 2
12/10/2019

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 11

Hascheff, Pierre re: Allied World
2018018714

RECAPITULATION

<u>TIMEKEEPER</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Caryn S. Tjsselling	Associate	0.10	\$200.00	\$20.00
Todd R. Alexander (TRA)	Partner	1.90	250.00	475.00

03/31/2019	L110	E101	Copying for March 13 @ .10/page	1.30
TOTAL COSTS AND ADVANCES				1.30
TOTAL CURRENT WORK				496.30
PREVIOUS BALANCE				\$6,351.80
BALANCE DUE				<u>\$6,848.10</u>

<u>FEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
12,345.00	3.10	0.00	5,500.00

Task Code Summary

		<u>FEES</u>	<u>EXPENSES</u>
B110	Case Administration	20.00	0.00
B100	Administration	20.00	0.00
L110	Fact Investigation/Development	0.00	1.30
L120	Analysis/Strategy	400.00	0.00
L100	Case Assessment, Development & Admin.	400.00	1.30
L250	Other Written Motions and Submissions	75.00	0.00
L200	Pre-Trial Pleadings and Motions	75.00	0.00
			<u>\$6,848.10</u>

LH000111

AA 1063

EXHIBIT 16

FILED
Electronically
PR17-00446
2017-10-10 03:04:29 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 6340099 : yvloria

1 **2630**
2 MARK J. CONNOT (10010)
3 FOX ROTHSCHILD LLP
4 1980 Festival Plaza Drive, Suite 700
5 Las Vegas, Nevada 89135
6 (702) 262-6899 telephone
7 (702) 597-5503 fax
8 mconnot@foxrothschild.com
9 Attorneys for Respondent Wendy A. Jaksick

10
11 **SECOND JUDICIAL DISTRICT COURT**
12 **WASHOE COUNTY, NEVADA**

13 In the Matter of the Administration of the
14 Samuel S. Jaksick, Jr. Family Trust,

CASE NO.: PR17-0446
DEPT. NO. __

15
16 **RESPONDENT WENDY A. JAKSICK'S OPPOSITION AND OBJECTION TO**
17 **PETITION FOR CONFIRMATION OF TRUSTEES AND ADMISSION OF TRUST**
18 **TO THE JURISDICTION OF THE COURT, AND FOR APPROVAL OF**
19 **ACCOUNTINGS AND OTHER TRUST ADMINISTRATIVE MATTERS**

20 Respondent Wendy A. Jaksick ("Wendy" or "Respondent"), by and through her attorneys
21 of record, the law firm of Fox Rothschild LLP, files her *Opposition and Objection* to the *Petition*
22 *for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and for*
23 *Approval of Accountings and Other Trust Administration Matters* (the "Petition") filed on
24 August 2, 2017 by Todd B. Jaksick ("Todd") and Michael S. Kimmel ("Michael"), as Co-
25 Trustees of The Samuel S. Jaksick, Jr. Family Trust (collectively, the "Co-Trustees" or the
26 "Petitioners"). This *Opposition and Objection* is made and based on the pleadings and papers
27 filed herein and any argument of counsel that may be permitted at a hearing in this matter.
28 Except as expressly admitted, Wendy denies each and every allegation in the *Petition*.

DATED this 10th day of October, 2017.

FOX ROTHSCHILD LLP

/s/ Mark J. Connot

MARK J. CONNOT (10010)
1980 Festival Plaza Drive, #700
Las Vegas, Nevada 89135
Attorneys for Respondent Wendy A. Jaksick

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RELIEF REQUESTED

1. Wendy requests the Court sustain her opposition and objections, refuse to approve the purported "Trust Accountings" and refuse to ratify and approve and release the Co-Trustees from any liability for actions taken pursuant to the purported "Agreements & Consents" until deficiencies in the purported "Trust Accountings" and disputes concerning the purported "Trust Accountings" and the purported "Agreements & Consents" are resolved and the liability, if any, of the Co-Trustees is determined. Wendy also requests the Court order the Co-Trustees to amend their purported "Trust Accountings" to include all statutorily required information and support and to comply with their duties of full disclosure to the Trust beneficiaries.

INTRODUCTION

2. Samuel S. Jaksick, Jr. ("Samuel" or the "Grantor") executed The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Restated Trust Agreement") establishing The Samuel S. Jaksick, Jr. Family Trust (the "Trust") on June 29, 2006.

3. Grantor was designated by the terms of the Trust to serve as the initial Trustee. If at any time Grantor failed to serve as Trustee and failed to appoint a successor trustee, the terms of the Trust provided that Stanley Jaksick ("Stanley"), Todd Jaksick ("Todd") and another designated person were to serve as Co-Trustees.

4. On December 10, 2012, Grantor purportedly executed the Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant to the Third Amendment Dated June 29, 2006 (the "Second Amendment"). Wendy disputes the validity of the Second Amendment because Samuel S. Jaksick ("Samuel" or the "Grantor") did not execute the document or Grantor executed the document at a time when he did not possess the requisite mental capacity to do so or executed the document as a result of undue influence. Because Wendy disputes the validity of the Second Amendment, Wendy denies all allegations in the Petition that confirm, assume,

1 involve or rely on the validity of the Second Amendment.

2 5. Grantor died on April 21, 2013. At that time, Grantor's three (3) children, Stanly,
3 Todd and Wendy became the primary beneficiaries of the Trust with equal one-third interests.

4 6. At some point, Todd, Stanley and Michael S. Kimmel ("Michael") began serving as
5 Co-Trustees of the Trust.

6 7. During the Co-Trustees' administration of the Trust, the Co-Trustees refused to keep
7 Wendy informed and failed to fully disclose to her concerning the assets and property of the Trust,
8 their administration of the Trust and the transactions they were conducting on behalf of the Trust.
9 Co-Trustees used their positions to control and utilize the assets and property of the Trust for their
10 personal benefit at the expense of Trust, Wendy and Wendy's interest in the Trust.

11 8. On August 2, 2017, the Co-Trustees Todd and Michael filed this *Petition* seeking the
12 Court's approval of: (a) three (3) annual accountings for their administration of the Trust during the
13 period April 21, 2013 through March 31, 2016, (b) an accounting for the separate share of the Trust
14 administered for Wendy, (c) ratification, approval and release of the Co-Trustees for certain
15 agreements and actions of Co-Trustees, and (d) for other relief.

16 9. Wendy was forced to file this *Opposition* because Co-Trustees' "Trust Accountings"
17 do not comply with the statutory requirements, Wendy disputes the Second Amendment and other
18 documents relied on in the *Petition*, Wendy disputes the actions of the Co-Trustees or does not have
19 sufficient information necessary for Wendy to understand and take a position concerning actions of
20 the Co-Trustees and their administration of the Trust. Accordingly, Wendy requests that the Co-
21 Trustees be ordered to amend their "Trust Accountings" to include all statutorily required
22 information and support and to provide full disclosure to Wendy concerning their administration.

23 **TRUST ACCOUNTING**

24 10. Pursuant to NRS 165.135, a trust accounting, by statute, is required to contain the
25

1 following information:

2 **1. An Account must include:**

3 a. A statement indicating the accounting period;

4 b. With respect to the trust principal:

5 i. The trust principal held at the beginning of the accounting period,
6 and in what form held, and the approximate market value thereof
7 at the beginning of the accounting period;

8 ii. Additions to the trust principal during the accounting period,
9 with the dates and sources of acquisition;

10 iii. Investments collected, sold or charged off during the accounting
11 period;

12 iv. Investments made during the accounting period, with the date,
13 source and cost of each investment;

14 v. Any deductions from the trust principal during the accounting
15 period, with the date and purpose of each deduction; and

16 vi. The trust principal, invested or uninvested, on hand at the end of
17 the accounting period, reflecting the approximate market value
18 thereof at that time;

19 c. With respect to trust income, the trust income:

20 i. On hand at the beginning of the accounting period, and in what
21 form held;

22 ii. Received during the accounting period, when and from what
23 source;

24 iii. Paid out during the accounting period, when, to whom and for
25 what purpose; and

26 iv. On hand at the end of the accounting period and how invested;

27 d. A statement of unpaid claims with the reason for failure to pay

28 them; and

e. A brief summary of the account, which must include:

i. The beginning value of the trust estate:

a. For the first accounting, the beginning
value of the trust estate shall consist of the
total of all original assets contained in the
beginning inventory.

b. For accountings other than the first
account, the beginning value of the trust
estate for the applicable accounting period
must be the ending value of the prior
accounting.

- 1 ii. The total of all receipts received during the accounting period,
2 excluding capital items.
3 iii. The total of all gains on sales or other disposition of assets, if any,
4 during the accounting period.
5 iv. The total of disbursements and distributions during the
6 accounting period.
7 v. The total of all losses on sales or other disposition of assets, if any,
8 during the accounting period.
9 vi. The total value of the trust assets remaining on hand at the end of
10 the accounting period.

11 2.A summary of the account pursuant to paragraph (e) of
12 subsection 1 must be in substantially the following form:

13 ...

14 3.In lieu of segregating the report on income and principal
15 pursuant to subsection 1, the trustee may combine income and
16 principal activity in the account so long as the combined report on
17 income and principal does not materially impeded a beneficiary's
18 ability to evaluate the charges to or credits against the
19 beneficiary's interest.

20 11. The purported "Trust Accountings" included in the *Petition* do not satisfy the
21 statutory requirements, and, as result, the Co-Trustees have failed their obligations under Nevada
22 law. Additionally, Wendy alleges that it is impossible to evaluate and/or fully understand the Trust
23 assets and Trust administration without the records and information relied on to prepare the
24 purported "Trust Accountings."

25 OBJECTION TO PURPORTED TRUST ACCOUNTINGS

26 Legal Objection

27 *Purported "Trust Accountings" – Do Not Meet Statutory Requirements*

28 12. The purported "Trust Accountings" filed by the Co-Trustees do not contain
information regarding the receipts and disbursements and other transactions and/or there is no
support offered for the receipts and disbursements, particularly, no support including, but not
limited to, vouchers, receipts, invoices, attorney's fees affidavits, and verifications of funds, from
any independent source(s) of the receipts and disbursements.

13. There purported "Trust Accountings" fail to include an adequate description of each

1 asset and the name and location of the depository where each of the assets are kept.

2 14. The purported "Trust Accountings" are inadequate because they offer no
3 explanation and attach no support or verification from a third party source(s) as to any of the
4 information contained therein, namely, there is no support or verification for any of the expenses,
5 disbursements and investments.
6

7 Purported "Trust Accountings" - Incomplete

8 15. The purported "Trust Accountings" filed by the Co-Trustees are not complete
9 because they do not provide a full and definite understanding of the Trust property and the Trust
10 administration, which the beneficiaries of the Trust are entitled to by law.

11 16. The Co-Trustees filed their purported "Trust Accountings" containing only
12 numerical information regarding the assets, disbursements, income, investments, etc. There is no
13 back-up/verification information from any independent third party source(s) for any of the income,
14 disbursements, expenses, investments and property on hand and, without same, the purported "Trust
15 Accountings" is grossly incomplete and inadequate.
16

17 17. The purported "Trust Accountings" do not attach any supporting documents
18 including, but not limited to, vouchers, receipts, invoices, attorney's fees invoices/affidavits, and
19 verifications of funds. The entire purported "Trust Accountings" were generated by Co-Trustees
20 and include no independent verification and totally lacks explanation of any kind.
21

22 18. As are result of these errors and deficiencies, the purported "Trust Accountings" fail
23 on their face and the Court should order the purported "Trust Accountings" be amended to include
24 the statutorily required information to make a complete and valid accounting.
25

26 Purported "Trust Accountings" - Failure to Fully Disclose

27 19. From the time the Co-Trustees began administering the Trust, Wendy has received
28 very little disclosure of information concerning the Trust, the Trust property and the administration

1 of the Trust. This is true despite repeated efforts to contact and communicate with the Co-Trustees
2 and/or their attorneys, who owed Wendy and all of the beneficiaries of the Trust a duty of full
3 disclosure. Based on this history and with the incomplete information Wendy does have concerning
4 the Trust, the Trust property and the administration, it is impossible for Wendy evaluate and/or fully
5 understand the purported "Trust Accountings."

6
7 Purported "Trust Accountings" – Disputed Second Amendment

8 20. As stated above, Wendy disputes the validity of the Second Amendment because
9 Grantor did not execute the Second Amendment or Grantor executed the document at a time when
10 he did not possess the requisite mental capacity to do so or executed the document as a result of
11 undue influence. Because Wendy disputes the validity of the Second Amendment, Wendy objects
12 to and disputes the "Trust Accountings" to the extent they confirm, assume, involve or rely on the
13 validity of the Second Amendment.
14

15 CONCLUSION

16 21. Based on the foregoing, Wendy respectfully requests that the Court refuse to
17 approve the purported "Trust Accountings" and refuse to ratify and approve and release the Co-
18 Trustees from any liability for actions taken in pursuant to the purported "Agreements & Consents"
19 until deficiencies in the purported "Trust Accountings" and disputes concerning the purported
20 "Trust Accountings" and the purported "Agreements & Consents" are resolve and the liability, if
21 any, of the Co-Trustees is determined. Wendy further requests the Court order the Co-Trustees to
22 amend their purported "Trust Accountings" to include all statutorily required information and
23

24 ///

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26 ///

27 ///

28

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, Nevada 89135

1 support and to comply with their duties of full disclosure to the Trust beneficiaries.

2 **AFFIRMATION STATEMENT**

3 Pursuant to NRS 239B.030

4 The undersigned does hereby affirm that Respondent Wendy A. Jaksick's Opposition and
5 Objection to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of
6 the Court and for Approval of Accountings and Other Trust Administrative Matters filed by
7 Wendy A. Jaksick in the above-captioned matter does not contain the social security number of
8 any person.

9 DATED this 10th day of October, 2017.

10 **FOX ROTHSCHILD LLP**

11 /s/ Mark J. Connot

12 MARK J. CONNOT (10010)
13 1980 Festival Plaza Drive, #700
14 Las Vegas, Nevada 89135

15 *and*

16 **SPENCER LAW, P.C.**

17 R. Kevin Spencer (*PHV to be filed*)
18 Texas Bar Card No. 00786254
19 Zachary E. Johnson (*PHV to be filed*)
20 Texas Bar Card No. 24063978
21 Brendan P. Harvell (*PHV to be filed*)
22 Texas Bar Card No. 24083150
23 500 N. Akard Street, Suite 2150
24 Dallas, Texas 75201
25 *kevin@spencerlawpc.com*
26 *zach@spencerlawpc.com*
27 *brendan@spencerlawpc.com*

28 *Attorneys for Respondent Wendy A. Jaksick*

CERTIFICATE OF SERVICE

Pursuant to NRCPC 5(b), I certify that I am an employee of FOX ROTHSCHILD LLP and that on this 10th day of October, 2017, I caused the above and foregoing document entitled **RESPONDENT WENDY A. JAKSICK'S OPPOSITION AND OBJECTION TO PETITION FOR CONFIRMATION OF TRUSTEES AND ADMISSION OF TRUST TO THE JURISDICTION OF THE COURT, AND FOR APPROVAL OF ACCOUNTINGS AND OTHER TRUST ADMINISTRATIVE MATTE** to be served as follows:

- o service was made upon each of the parties, listed below, via electronic service through the Second Judicial District Court's Odyssey E-File and Serve system.
- o by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- o pursuant to EDCR 7.26, to be sent via facsimile;
- o to be hand-delivered; and/or
- o via email.

to the attorney(s)/party(ies) listed below at the address and/or facsimile number indicated below:

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Phil Kreitlein Kreitlein Law Group 470 E. Plumb Lane, #310 Reno, Nevada 89502 <i>Attorneys for Stan Jaksick and Michael S. Kimmel</i>	Kent R. Robison Robison, Belaustegui, Sharpe & Lowe 71 Washington Street Reno, Nevada 89503 <i>Attorneys for Todd B. Jaksick and Michael S. Kimmel</i>

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22 *Attorneys for Respondent Wendy A. Jaksick*

23 **SECOND JUDICIAL DISTRICT COURT**
24 **WASHOE COUNTY, NEVADA**

25 In the Matter of the Administration of the
26 SSJ's Issue Trust,

CASE NO.: PR17-00445
DEPT. NO. __

27 In the Matter of the Administration of the
28 Samuel S. Jaksick, Jr. Family Trust,

CASE NO.: PR17-00446
DEPT. NO. __

29 **RESPONSE TO PETITIONERS' STATUS REPORT**

30 Respondent Wendy A. Jaksick ("Wendy" or "Respondent"), by and through her attorneys
31 of record, the law firm of Fox Rothschild LLP, submits the following *Response* to the
32 *Petitioners' Status Report*, which was filed on January 2, 2018.

1 Respondent responds to each of the issues included in the *Petitioners' Status Report* as
2 follows:

3 **I. INDEMNIFICATION PROVISION**

4 Respondent disputes the validity of the purported Indemnification Contribution
5 Agreement between the Samuel S. Jaksick, Jr. Family Trust and Todd B. Jaksick (the "Purported
6 Todd Indemnification") and the purported Indemnification Contribution Agreement between the
7 Samuel S. Jaksick, Jr. Family Trust and Stanley S. Jaksick (the "Purported Stanley
8 Indemnification") (collectively, the "Purported Indemnification Agreements"). Respondent is a
9 beneficiary of the Samuel S. Jaksick, Jr. Family Trust and the SSJ's Issue Trust and has not been
10 provided with full disclosure concerning the Purported Indemnification Agreements, the actions
11 taken pursuant to the Purported Indemnification Agreements and the alleged interference in the
12 Trust administration caused by the Purported Indemnification Agreements.

13 The validity of the Purported Indemnification Agreements and the actions related to same
14 are issues to be tried with the other issues involved in this matter. The information related to the
15 Purported Indemnification Agreements is intertwined with Petitioners' actions and
16 administration of the Trusts and can only be obtained and fully understood with the other
17 discovery that will be sought and relied on at the final trial of this matter. In essence, Petitioners
18 are seeking a bifurcation of the trial of the issues related to the Purported Indemnification
19 Agreements from the trial of the other issues. This is not practical and would prejudice
20 Respondent because she would be required to litigate the issues related to the Purported
21 Indemnification Agreements without the benefit of fully developing her evidence. As a result,
22 Respondent objects to Petitioners' request to set a separate discovery schedule and a separate
23 hearing on the issues related to the Purported Indemnification Agreements.

24 **II. DALLAS LAW FIRM**

25 Petitioners' counsel misrepresented to the Court the status of the efforts of Respondent's
26 out-of-state counsel to obtain admission *pro hac vice*. On December 15, 2017, *Verified*
27 *Applications for Association of Counsel Under Nevada Supreme Court Rule 42* were mailed to
28

1 the Nevada State Bar on behalf of R. Kevin Spencer and Zachary E. Johnson for review and
2 approval. The Nevada State Bar has requested updated Letters of Good standing, which were
3 mailed to the Nevada State Bar on January 2, 2018. The Nevada State Bar's review of the
4 Applications should be completed in the near future, so that Respondent can file her motion to
5 associate out-of-state counsel in this matter. Regardless, Respondent is represented by Mark
6 Connot, who is licensed to practice law and is in good standing in the State of Nevada.

7 **IV. INTERFERENCE WITH TRUST AND RELATED MATTERS**

8 Respondent objects to Petitioners' allegations that she has interfered or attempted to
9 interfere in Trust related matters. Petitioners' attempt to obtain relief from the Court based on
10 vague and unfounded allegations made in a status report filed less than 24 hours before a
11 scheduling conference is absurd. If Petitioners believe Respondent's actions have or are
12 interfering with the Trust, Petitioners must file an appropriate pleading seeking injunctive or
13 other relief and carry their burden to obtain such relief.

14 **V. SETTLEMENT DISCUSSIONS**

15 On January 27, 2017, counsel for Petitioners provided Respondent's counsel (now
16 Respondent's formal counsel) approximately 900 pages of records. Based on the number and
17 value of diverse assets held and administered by the Trust and the fact that Co-Trustees have
18 been managing the Trust since 2013, there should be tens of thousands, if not hundreds of
19 thousands, of pages of records relevant to the Trust and Trust administration during this time.
20 When Respondent's current counsel became involved, they had some initial communications
21 with Petitioners' counsel concerning obtaining additional information Respondent would need to
22 realistically and meaningfully participate in settlement negotiations. Despite the initial
23 communications, no additional information was provided to Respondent's counsel and
24 communications from Petitioners' counsel concerning a resolution of disputes through settlement
25 ended before Respondent filed her answers and objections in October 2017. Petitioners'
26 statements concerning their efforts to resolve this matter are disingenuous and are
27 counterproductive if Petitioners truly desire to resolve this matter through settlement.

28

1 **VI. DISCOVERY PLAN**

2 At a minimum, Respondent will need the following discovery to prepare for and to be
3 ready to try the issues involved in this matter:

- 4 1. All documents evidencing trust property that has come to the Petitioners'
5 knowledge or into any of Petitioners' possession from at least January 1, 2012
6 through the present;
- 7 2. All documents evidencing receipts, disbursements and other transactions
8 regarding Trust property from at least January 1, 2012 through the present;
- 9 3. All documents evidencing the actions of any of the Petitioners in relation to the
10 Trust or any of the Trust property;
- 11 4. All document evidencing the Trust property that is currently being administered
12 by any of the Petitioners;
- 13 5. All documents evidencing liabilities of the Trust from at least January 1, 2012
14 through the present;
- 15 6. All the documents and records supporting the purported Trust accounting;
- 16 7. All documents evidencing any personal benefit received by any of the Petitioners,
17 their spouses, or their children from the Trust or any of the Trust assets from
18 January 1, 2012 through the present;
- 19 8. All documents evidencing any benefit from the Trust or any of the Trust assets
20 received by any business owned by or in which any of the Petitioners have an
21 interest from January 1, 2012 through the present;
- 22 9. All documents evidencing communications between Respondent and Petitioners;
23 and
- 24 10. The depositions of the Petitioners and others individuals previously or currently
25 involved in the administration of the Trust or who have knowledge of Trust
26 transactions.

27 ///

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VII. OTHER MATTERS

Respondent disputes the validity of the Second Amendment to the Samuel S. Jaksick, Jr. Family Trust. Because Respondent disputes the validity of the Second Amendment, Respondent objects to any relief sought by Petitioners that confirms, assumes, involves or relies on the validity of the Second Amendment.

AFFIRMATION STATEMENT

Pursuant to NRS 239B.030

The undersigned does hereby affirm that this *Demand for Jury* filed by Wendy A. Jaksick in the above-captioned matter does not contain the social security number of any person.

DATED this 3rd day of January, 2018.

FOX ROTHSCHILD LLP

/s/ Mark J. Connot

MARK J. CONNOT (10010)
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and

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Attorneys for Respondent Wendy A. Jaksick

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of FOX ROTHSCHILD LLP and that on this 3rd day of January, 2018, I caused the above and foregoing document entitled **RESPONSE TO PETITIONERS' STATUS REPORT** to be served as follows:

X service was made upon each of the parties, listed below, via electronic service through the Second Judicial District Court's Odyssey E-File and Serve system.

X by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or

- o pursuant to EDCR 7.26, to be sent via facsimile;
- o to be hand-delivered; and/or
- o via email.

to the attorney(s)/party(ies) listed below at the address indicated below:

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Maupin, Cox & LeGoy Donald A. Lattin, Esq. L. Robert LeGoy, Jr., Esq. Brian C. McQuaid, Esq. 4785 Caughlin Parkway Reno, Nevada 89519 <i>Attorneys for Petitioners</i>	Michael S. Kimmel, as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust c/o Maupin, Cox & LeGoy Donald A. Lattin, Esq. L. Robert LeGoy, Jr., Esq. Brian C. McQuaid, Esq. 4785 Caughlin Parkway Reno, Nevada 89519
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An Employee of Fox Rothschild LLP

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17 *Attorneys for Wendy A. Jaksick*

**SECOND JUDICIAL DISTRICT COURT
WASHOE COUNTY, NEVADA**

18 In the Matter of the Administration of the
19 SSJ'S ISSUE TRUST,

CASE NO.: PR17-00445
DEPT. NO. 15

20 In the Matter of the Administration of the
21 SAMUEL S. JAKSICK, JR. FAMILY TRUST,

CASE NO.: PR17-00446
DEPT. NO. 15

22 WENDY JAKSICK,

23 Respondent and Counter-Petitioner,
24 v.

**WENDY A. JAKSICK'S OPPOSITION
TO RESPONDENTS' PROPOSED
JURY INSTRUCTIONS**

25 TODD B. JAKSICK, INDIVIDUALLY, AS CO-
26 TRUSTEE OF THE SAMUEL S. JAKSICK, JR.
27 FAMILY TRUST, AND AS TRUSTEE OF THE
28 SSJ'S ISSUE TRUST; MICHAEL S. KIMMEL,
INDIVIDUALLY AND AS CO-TRUSTEE OF
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST; AND STANLEY S. JAKSICK,
INDIVIDUALLY AND AS CO-TRUSTEE OF
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST; KEVIN RILEY, INDIVIDUALLY AND
AS FORMER TRUSTEE OF THE SAMUEL S.
JAKSICK, JR. FAMILY TRUST AND TRUSTEE
OF THE WENDY A. JAKSICK 2012 BHC
FAMILY TRUST, INCLINE TSS, LTD.; DUCK
LAKE RANCH, LLC; SAMMY SUPERCUB,
LLC SERIES A,

Petitioners and Counter-Respondents.

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1 Wendy opposes the Respondents' proposed jury instructions as they either inaccurately
2 state the law or are misleading and will lead to juror confusion. For ease of reference, the
3 complete instructions with page numbers are attached here as Exhibit "1". In support of her
4 opposition, Wendy states as follows:

5 **1. Respondents' proposed instruction Nev. J.I. 15.7 (pages 23-24)**

6 Although this proposed instruction sets forth the elements for establishing a breach
7 fiduciary duty, it also includes an instruction that the jury must find that a fiduciary relationship
8 exists. It is undisputed that trustees of a trust owe a fiduciary duty to the beneficiaries of the
9 trust therefore there is no basis to instruct the jury to find that a fiduciary duty exists. Including
10 the instruction would likely lead to confusion and misunderstanding within the jury. Where an
11 instruction constitutes a sufficiently serious source of jury confusion and misunderstanding, it
12 should not be given. *See Allen v. Levy*, 109 Nev. 46, 49-50, 848 P.2d 274, 275-75 (Nev.
13 1993)(citing *Village Development Co. V. Filice*, 90 nev. 305, 312, 526 P.2d 83, 87-88 (Nev.
14 1974)(overruled on other grounds)). The trustee/beneficiary relationship is a formal fiduciary
15 relationship and trustees owe fiduciary duties to their beneficiaries as a matter of law. *See*
16 *Henderson v. Shanks*, 449 S.W.3d 834, 844 (Tex. App. – Houston [14th Dist.] 2014, pet. denied).
17 (In certain formal relationships, such as that between an attorney and a client,
18 a fiduciary duty arises as a matter of law. *See Meyer v. Cathey*, 167 S.W.3d 327, 330–31 (Tex.
19 2005).)

20 **2. Respondents' proposed instruction Nev. J.I. 15.6 (pages 31-32)**

21 Similarly, this proposed instruction instructs the jury on the elements necessary to create
22 a fiduciary relationship which is misleading in that it implies that a fiduciary relationship does
23 not already exist. As stated above, there is no dispute as to whether a fiduciary relationship
24 exists between Wendy and the trustees of the Family and Issue Trusts. Including the instruction
25 will lead to confusion and as a result this instruction should not be given. *See Ids.*

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1 **3. Respondents' proposed instruction Nev. J.I. 15.16; NRS 164.770(1), (3); (pages**
2 **33-34)**

3 This proposed instruction states that a trustee can delegate the investment and
4 management of trust assets to professionals and will not be liable to the beneficiaries of the trust
5 for actions taken by the professionals provided the trustee exercise reasonable care in selecting
6 the professional and its scope of duties and periodically review the professional's performance.
7 Here, the evidence shows that the Trustees did not delegate their management and investment
8 duties to any professionals or subordinates. Where a jury instruction relates to a litigant's case
9 but is not supported by trial evidence, the jury instruction should not be given. *See Ids.* Here,
10 the instruction is not supported by trial evidence as the breaches alleged by Wendy arise from
11 the Trustees' actions.

12 **4. Respondents' proposed instruction NJI- Civil 15CT.7 (pages 37-38)**

13 This instruction is inaccurate and/or misleading as it states, "if you find that any one or
14 more of the Respondents and Wendy had a fiduciary relationship...". As stated above, it is not
15 disputed that the Trustees are Wendy's fiduciaries. *See Ids.* Further, Wendy's proposed
16 instructions based upon Nev. J.I. 15.23 (pages 43-44) and Nev. J.I. 15.13 (pages 65-66) are a
17 more complete and accurate statement of the law.

18 **5. Respondents' proposed instruction NRS 164.710 (pages 39-40)**

19 This instruction is inaccurate as it does not follow Nevada law and is overly broad. The
20 instruction is inaccurate as it implies that a trustee has to comply with the terms of the trust even
21 if the trust provisions are contrary to Nevada statutes. This is overly broad as the provisions of
22 NRS 164.710 only permit a trust document to override the provisions of NRS 164.700 through
23 164.925, not all Nevada statutes. *See NRS 164.710.*

24 **6. Respondents' proposed instruction Nev. J.I. 15.23 (pages 41-42)**

25 The Parties have introduced competing instructions regarding a trustee's duties in
26 administering a trust. Wendy's proposed instructions based upon Nev. J.I. 15.23 (pages 43-44)
27 are a more complete and accurate statement of the law.

28

1 **7. Respondents' proposed instruction NRS 163.110 (pages 47-48)**

2 This instruction is inaccurate is because it contains an incomplete statement of the law.
3 The proposed instruction fails to include subsection 2 for NRS 163.110 which states, "this
4 section does not excuse a cotrustee from liability for inactivity in the administration of the trust
5 nor for failure to attempt to prevent a breach of trust." See NRS 163.110. The Trustees are
6 taking NRS 163.110 out of context and seek to obtain the benefit of solely referring to subsection
7 2 of NRS 163.110 which specifically states that a trustee is not excused from liability when he
8 or she is inactive in the administration of the trust. The jury is likely to be confused regarding
9 the law with such an incomplete statement.

10 **8. Respondents' proposed instruction NJI- Civil 4NG.5 (pages 49-50)**

11 This instruction is overly broad and misstates the law in that it ignores that under Nevada
12 law when an interested fiduciary's transactions are challenged, the fiduciary must show good
13 faith and the transaction's fairness. See *Shoen v. Glenbrook Capital Limited Partnership*, 122
14 Nev. 621,640, n.61, 137 P.3d 1171, 1184, n.61 (2006)(noting that, when approval of an interested
15 director transaction by an independent committee is not possible, the interested directors carry
16 the burden of proving that transaction's entire fairness).

17 **9. Respondents' proposed instruction Nev. J.I. 15.14 (pages 51-52)**

18 This instruction is misleading as it discusses the business judgment rule which is not
19 applicable here in a case involving breaches of the trustees' fiduciary duties.

20 **10. Respondents' proposed instruction NRS 164. 745 (pages 53-56)**

21 This instruction is inaccurate and misstates NRS 164.745. The instruction inserts the
22 term ""that complies with his duties" in place of "consistent with the standards of NRS 164.700
23 to 164.775, inclusive" as set forth in NRS 164.700 et sec. The revised instruction is not clear in
24 that it does not describe what "his duties" are under NRS 164.700.

25 Nevada codified the Prudent Investor Uniform Act in NRS 164.700 through 164.775
26 imposing several duties on trustees of a trust. Both Trusts specifically cite this Act as the standard
27 to apply to the Trustee's obligations and duties. The act requires trustees to act solely in the
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1 interest of the beneficiaries. “A trustee shall invest and manage the trust property solely in the
2 interest of the beneficiaries.” *See* NRS 164.715. Trustees are also required to diversify
3 investments. *See* NRS 164.750 “trustee shall diversify the investments of the trust unless the
4 trustee reasonably determines that, because of special circumstances, the purposes of the trust
5 are better served without diversifying.” Trustees are required to bring trust portfolio into
6 compliance with prudent investor uniform act “[w]ithin a reasonable time after accepting a
7 trusteeship or receiving trust property, a trustee shall review the trust property and make and
8 carry out decisions concerning the retention and disposition of assets, in order to bring the trust
9 portfolio into compliance with the purposes, terms, requirements for distribution and other
10 circumstances of the trust, and with the requirements of NRS 164.700 to 164.775, inclusive.”
11 *See* NRS 164.755.

12 Failure to note what “his duties” are in the instruction renders it fatally misleading.

13 **11. Respondents’ proposed instruction NRS 164.770(1), (3) (pages 57-58)**

14 This instruction is duplicative of the proposed instruction on pages 33-34, therefore,
15 Wendy incorporates her argument in paragraph 3 hereto.

16 **12. Respondents’ proposed instruction NJI- Civil 15CT.9 (pages 59-60)**

17 This proposed instruction states that a trustee can rely upon the honesty and integrity of
18 their subordinates and is not applicable to the evidence presented at trial. Where a jury
19 instruction relates to a litigant’s case but is not supported by trial evidence, the jury instruction
20 should not be given. *See* *Id.* Here, the instruction is not supported by trial evidence because
21 Wendy has not alleged that the Respondents delegated their duties to subordinates.

22 **13. Respondents’ proposed instruction Nev. J.I. 15.12 (pages 73-74)**

23 The Parties have introduced competing instructions regarding a trustee’s duties in
24 administrating a trust. The Respondent’s proposed instruction misstates the law. An accounting
25 is the minimum requirement and the dependent on the facts and circumstances, a mere statutory
26 accounting does not provide full disclosure to the beneficiaries. Thus, the proposed language
27 “this duty only requires” is inaccurate. The testimony here establishes that the accountings
28

1 themselves are inadequate for full disclosure, and Todd acknowledged that in his testimony. That
2 is also confirmed by Riley's disclaimer on each of the accountings. Wendy's proposed
3 instructions based upon Nev. J.I. 15.12 and NRS 165.135(1)-(4) (pages 71-72) are a more
4 complete and accurate statement of the law.

5 **14. Respondents' proposed instruction NRS 165.135 (pages 75-78)**

6 This proposed instruction also misstates the law. An accounting is the minimum
7 requirement and the dependent on the facts and circumstances, a mere statutory accounting does
8 not provide full disclosure to the beneficiaries. Thus, the proposed language "this duty only
9 requires" is inaccurate. The testimony here establishes that the accountings themselves are
10 inadequate for full disclosure, and Todd acknowledged that in his testimony. That is also
11 confirmed by Riley's disclaimer on each of the accountings.

12 **15. Respondents' proposed instruction Nev. J.I. 13.24 (pages 113-114)**

13 Wendy believes that Respondents oppose the language of this proposed instruction.
14 Wendy recommends revises the instruction as follows:

15 "You have heard testimony regarding the Acknowledgement and Consent to Proposed
16 Actions, also referred to as ACPAs, and the effect of the ACPAs. Todd cannot rely upon the
17 ACPAs if Wendy proves by clear and convincing evidence that her assent to the ACPAs was
18 fraudulently induced. This defense requires proof by clear and convincing evidence of:

- 19 1. A false representation by Todd;
- 20 2. Todd's knowledge or belief that the representation was false, or knowledge that there
21 was an insufficient basis for making the representation;
- 22 3. Todd's intention to induce Wendy to agree to the ACPAs;
- 23 4. Justifiable reliance upon the misrepresentation by Wendy; and
- 24 5. Injury or damage to Wendy resulting from such reliance."

25 **16. Respondents' proposed instruction NRS 11.190(3); NRS 11.220 (pages 118-119)**

26 This proposed instruction incompletely states the law with respect to the applicable
27 statute of limitations and does not include any reference to the "discovery rule" as applicable to
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1 the facts of this case. Where a jury instruction pertains to a party's allegations or defenses and
2 is supported by trial evidence, the party is entitled to a jury instruction on that matter. *See Id.*
3 Wendy proposes adding the following additional language to this proposed instruction:

4 To the extent the Respondents acting in their capacities as Trustees failed to fulfill their
5 obligations, and if they also failed to tell Wendy of this failure, there is said to be fraudulent
6 concealment and constructive fraud, so that the statute of limitations may be tolled until Wendy
7 discovered or should have discovered her damages. Additionally, fiduciaries have a duty to
8 make full and fair disclosure of all facts which materially affect the rights of their beneficiaries,
9 and, where the fiduciary relationship exists, facts which would ordinarily require investigation
10 may not excite suspicion. *See Allen v. Webb*, 87 Nev. 261, 269, 485 P.2d 677, 681 (Nev. 1971).

11 **17. Respondents' proposed instruction Moore by Moore v. Bannen (pages 164-165)**

12 This proposed instruction should be entirely disregarded as it is self-serving and attempts
13 to limit the jury's consideration of the impact of the settlement that was entered into between
14 Todd and Stan. Wendy is entitled to show that the settlement adversely impacted her and is a
15 further breach of the Trustees' duties to her.

16 **AFFIRMATION**

17 **Pursuant to NRS 239B.030**

18 The undersigned does hereby affirm that this document does not contain the social
19 security number of any person.

20 DATED this 3rd day of March, 2019.

21 **FOX ROTHSCHILD LLP**

22 /s/ Mark J. Connot

23 Mark J. Connot (10010)
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Attorneys for Respondent Wendy A. Jaksick

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of FOX ROTHSCHILD LLP
3 and that on this 3rd day of March, 2019, I served a true and correct copy of **WENDY A.**

4 **JAKSICK'S OPPOSITION TO RESPONDENTS' PROPOSED JURY INSTRUCTIONS**

5 by the Court's electronic file and serve system addressed to the following:

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17 1575 Delucchi Lane, Ste. 101
18 Reno, NV 89502
19 *Attorneys for Stanley S. Jaksick*

Adam Hosmer-Henner, Esq.
McDonald Carano
100 West Liberty Street, 10th Fl.
P.O. Box 2670
Reno, NV 89505
Attorneys for Stanley S. Jaksick

20 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is
21 true and correct.

22 DATED this 3rd day of March, 2019.

23 /s/ Amanda Hunt
24 An Employee of Fox Rothschild LLP

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, Nevada 89135

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LIST OF EXHIBITS

<u>EXHIBIT NO.</u>	<u>DOCUMENT</u>	<u>PAGES</u>
1	Master Jury Instructions with page numbers	165

1 Code: 2610
2 Todd L. Torvinen, Esq.
3 Nevada Bar No: 3175
4 232 Court Street
5 Reno, NV 89501
6 (775) 825-6066
7 Attorney for Pierre Hascheff

8
9
10 **IN THE FAMILY DIVISION OF**
11 **THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
12 **IN AND FOR THE COUNTY OF WASHOE**
13

14 PIERRE A. HASCHEFF,
15
16 Plaintiff,

Case No: DV13-00656

17 -vs-

Dept No: 12

18 LYNDA L. HASCHEFF,
19
20 Defendant.
21 _____ /

22 **NOTICE OF EXHIBITS**

23 PLEASE TAKE NOTICE that the Exhibits for the hearing scheduled on
24 December 21, 2020 are attached hereto.

25 Pursuant to NRS 239B.030 the undersigned does hereby affirm that the
26 preceding document does not contain the social security number of any person.

27 Dated: December 17, 2020.

28 The Law Office of
Todd L. Torvinen, Chtd.

/S/ Todd L. Torvinen
Todd L. Torvinen, Esq.

**IN THE FAMILY DIVISION OF
THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE***

PIERRE A. HASSCHEFF,

Plaintiff,

-vs-

LYNDA L. HASSCHEFF,

Defendant.

Case No: DV13-00656

Dept No: 12

_____ /

HEARING EXHIBITS

December 21, 2020

Exhibit No.	Description	Marked	Offered	Admitted
A	Letter of January 15, 2020			
B	Email of February 5, 2020			
C	Email of March 1, 2020			
D	Email of April 20, 2020			
E	Letter of May 29, 2020			
F	Emails of January 24 & 26, 2020			
G	Complaint			
H	Proof of Payment to Lemons, Grundy & Eisenberg			
I	Billing Records from Lemons, Grundy & Eisenberg			
J	Todd Alexander, Esq. Affidavit			

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employce of the Law Office of Todd L. Torvinen, and that on December 17, 2020, I served a copy of the foregoing document on the parties identified below by using the ECF system which will send a notice of electronic filing to the following:

Shawn B. Meador, Esq.
Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, NV 89511



FILED
Electronically
DV13-00656
2020-12-17 11:41:21 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8209879 : yvioria

EXHIBIT "A"

EXHIBIT "A"

AA 1093

Lynda

I WAS sued by a client
for malpractice. The case is
on going.

The attorneys invoice ~~is~~ is enclosed.

Section 40 of the Settlement
agreement requires you must
pay 1/2 the fees & costs. I don't
believe its fair that I pay the
whole bill. I paid off the balance
so I need you to send me a check
for \$200.90 by Jan. 24 & I'll send you
any additional INVOICES

P.t. EXH 1

P.O. Box 1383
Reno NV. 89510

WYNDY HOSCHKE
905 PINE RIDGE
Reno NV. 89509



LEMONS,
GRUNDY &
EISENBERG

experience • results

October 23, 2019

Attorneys at Law

6005 Plumas Street

Third Floor

Reno, NV 89519

T: 775.786.6868

F: 775.786.9716

Edward J. Lemons

David R. Grundy*

Robert L. Eisenberg

Christian L. Moore

Alice Campos Mercado

Douglas R. Brown

Todd R. Alexander

Caryn S. Tijsseling

Dane A. Littlefield

Sarah M. Molleck

* OF COUNSEL

PERSONAL & CONFIDENTIAL

Honorable Pierre Hascheff
Reno Justice Court, Dept. 6
One South Sierra Street
Reno, Nevada 89501

**Re: Hascheff, Pierre re: Allied World
\$10,000 deductible
Our File No. 52.8603**

Dear Judge Hascheff:

Enclosed is our reminder statement for costs advanced and services rendered in connection with the above-referenced matter. I trust you will find the statement in order and will place it in line for payment.

Due to the large number of checks we receive each month, it would be very helpful if you would include your account number on your check.

Sincerely,



Todd R. Alexander

TRA/sgd
Enclosure

L
G
E

WWW.LGE.NET

AA 1096

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

Page: 1
 08/27/2019
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 8

ATTN: Andy Kenney

REMINDER BILL

Hascheff, Pierre re: Allied World
 2018018714

PREVIOUS BALANCE \$11,851.80

Stmt Date	Stmt #	Billed	Due
10/10/2018	1	1,300.00	1,300.00
11/08/2018	3	150.00	150.00
12/07/2018	4	2,150.00	2,150.00
02/13/2019	6	826.80	826.80
03/11/2019	7	7,425.00	7,425.00
			11,851.80

03/25/2019	Payment - Thank you Allied World	-1,300.00
03/25/2019	Payment - Thank you Allied World	-150.00
04/08/2019	Payment - Thank you PAH Limited LLC	-1,000.00
04/16/2019	Payment - Thank you Allied World	-1,050.00
05/16/2019	Payment - Thank you PAH LIMITED II LLC	-1,000.00
TOTAL PAYMENTS		-4,500.00

BALANCE DUE \$7,351.80

FEES	EXPENSES	FINANCE CHARGE	PAYMENTS
11,850.00	1.80	0.00	4,500.00

Handwritten:
 11851.80
 $- 2500$

 $9351.80 \div 2$
 $= 4675.90$

Handwritten:
 $11851.80 - 1450.00 = 10401.80$
 $\times 50\%$

 5200.90
 LYNDAS 1/2

\$7,351.80

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World (*Malpractice Ins. Co.*)
 BILL THROUGH SERENGETI

Page: 1
 10/23/2019

OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 10

ATTN: Andy Kenney

Insur. adjuster

REMINDER BILL

Hascheff, Pierre re: Allied World
 2018018714

PREVIOUS BALANCE \$7,351.80

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
02/13/2019	6	826.80	1.80
03/11/2019	7	7,425.00	7,350.00
			<u>7,351.80</u>

10/18/2019 Payment - Thank you PAH Limited LLC -1,000.00

BALANCE DUE \$6,351.80

<u>FEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
11,850.00	1.80	0.00	5,500.00

\$6,351.80

*Attys Fees
 For legal malpractice
 claim*

*paid cr # 2308
 12/18/19*

FILED
Electronically
DV13-00656
2020-12-17 11:41:21 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8209879 : yvioria

EXHIBIT "B"

EXHIBIT "B"

From: Pierre Hascheff pierre@pahascheff.com
Subject: Re: Attached Image
Date: Feb 5, 2020 at 4:41:58 PM
To: Lucy Mason lucy.masonsen@yaho.com

You now have everything you requested. Time entries include narratives which include attorney-client communications. I am not waiving the attorney-client privilege.

There is no response to the complaint. The malpractice litigation is on hold until the underlying case is completed.

When I received the subpoena there was a concern that a malpractice action would follow so I immediately retained a lawyer through the insurance company. I was deposed for over two days and I was a witness at trial for two more days. There were countless meetings prior to the deposition in and the trial with my lawyer. My lawyer attended all sessions

As you know there is no breach of a fiduciary duty. This is a straight contract and indemnity agreement and there is nothing in the section that requires any notice. In fact Lynda benefits because I've been making the payments and she received an interest free loan. Even if she was notified there's nothing she could do to change the outcome. I've been sued and if I don't retain counsel to represent my interests then we would have bigger problems if they were able to get a judgment against me which requires Lynda to pay half.

Originally I thought I might just pay the bill and be done with it because The litigation would be completed in short order but it hasn't worked out that way. The litigation is continuing and they will be more bills.

There's nothing in the agreement requires that you receive any of the requested documents only that I prove that I paid the bill which I have. I only provided them to you so that we can just move on and with reservation of all rights and without prejudice. These documents other than the invoices and payments do not change the indemnity agreement and the liability. As you know there's an attorney fees provision to

EXH 2

enforce the agreement and that means she will be responsible for attorneys fees.

You should know that there is a error in the calculation the amount owed is \$9351.80 and 50% of that amount is \$4675.90. We need to have this resolved no later than February 24, 2020

Sent from my iPad

On Feb 5, 2020, at 2:34 PM, Pierre Hascheff <pierre@pahascheff.com> wrote:

Endorsement number five and correspondence

Sent from my iPad

From: **Pierre Hascheff** pierre@pahascheff.com
Subject: **Fwd: Attached Image**
Date: **Feb 5, 2020 at 2:35:41 PM**
To: **Lucy Mason** lucy.masonsen@yaho.com

Policy and correspondence

Sent from my iPad

From: **Pierre Hascheff** pierre@pahascheff.com
Subject: **Fwd: Attached Image**
Date: **Feb 5, 2020 at 2:37:20 PM**
To: **Lucy Mason** lucy.masonsena@yahoo.com

pdf

1219_001.pdf

2.7 MB

Hascheff, Pierre A

From: Pierre Hascheff <pierre@pahascheff.com>
Sent: Tuesday, April 28, 2020 6:59 AM
To: Hascheff, Pierre A
Subject: Fwd: Attached Image
Attachments: 1218_001.pdf; ATT00001.htm

[**NOTICE:** This message originated outside of Washoe County -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Sent from my iPad

Begin forwarded message:

From: Pierre Hascheff <pierre@pahascheff.com>
Date: February 5, 2020 at 11:06:38 AM PST
To: Lucy Mason <lucy.masonsena@yahoo.com>
Subject: **Fwd: Attached Image**

Here is the copy of the canceled check. The law firm is in the process of revising the bill. There is another outstanding bill in the amount of \$495. I am going to wait until I get the revised bill before I pay this last Invoice. I will send you another email with my response to your requests.
Sent from my iPad



IMAGES FOR YOUR U.S. BANK PLATINUM CHECKING ACCOUNT

Member FDIC

FIRST AMERICAN BANK OF MISSOURI		2300
10000 ALICIA DRIVE, TOWER 2		
ST. LOUIS, MISSOURI 63103		
DATE: 12/17/80		
PAY TO THE ORDER OF: <i>James Brady</i>		\$ 6,821.80
FOR DEPOSIT ONLY. NO OTHER PAYEE		
U.S. BANK		
RUC 82-602501		
<i>P. Mitchell</i>		

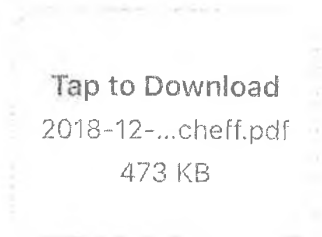
2300

Dec 17

6,821.80

From: Pierre Hascheff pierre@pahascheff.com
Subject: 2018-12-26 Complaint Jaksick v. Hascheff.pdf
Date: Jan 24, 2020 at 11:36:47 AM
To: Lucy Mason lucy.masonsena@yahoo.com

Here you go. Please let me know when I can expect payment. Hope all is well



*JAKSICK
COMPLAINT*

Sent from my iPad

From: Lucy Mason lucy.masonsena@yahoo.com
Subject: Your demand to Lynda Hascheff
Date: Feb 4, 2020 at 11:42:04 AM
To: Pierre Hascheff pierre@pahascheff.com
Cc: smeador@woodburnandwedge.com

Pierre –

Lynda forwarded me the invoices and letter you sent her in the mail. It appears that you are demanding that she pay half the entire amount billed in the malpractice matter, as opposed to half the amount you have actually paid. The invoices reflect that the insurance company (Allied World) has paid a large amount to date and you have paid \$3,000. There is a handwritten note that you have paid the balance of the remaining bill dated 10/23/19, but there is no canceled check or subsequent invoice reflecting that.

Please provide the following documentation so that we can assess your demand:

1. A copy of the insurance policy pursuant to which you have made a claim
2. All correspondence with your insurance company and adjuster about the claim
3. All detailed billings/invoices you have received to date from Lemons, Grundy or any other firm working on your behalf on this matter, including all time entries by attorneys working on the claim
4. All proof of payment you claim you have made on any bills reflected in 3) above
5. All relevant pleadings in this matter, including but not limited to your response to the complaint

Finally, you had notice of this potential claim for well over 16 months, and undoubtedly much longer. You have a fiduciary duty to Lynda as it relates to this claim to keep her apprised and in the loop. By asking me to send you this note in response to your demand, she is in no way waiving whatever recourse she may have for your breach of that duty. I am helping Lynda as her sister, not as an attorney. Should this require the need for legal services, she will hire an attorney.

Thank you.

Lucy

From: Pierre Hascheff [<mailto:pierre@pahascheff.com>]
Sent: Sunday, January 26, 2020 7:59 AM
To: Lucy Mason
Subject: Fwd: Attached Image

Here's a copy of the Page requiring reimbursement for attorneys fees and costs. I do not have Lynda's new email. So I'm forwarding these documents to you. If that's a problem let me know

Sent from my iPad

Exh. 7

AA 1107

From: **Pierre Hascheff** pierre@pahascheff.com
Subject: **Fwd: Attached Image**
Date: **Feb 5, 2020 at 2:37:20 PM**
To: **Lucy Mason** lucy.masonsena@yahoo.com

.pdf
1219_001.pdf
2.7 MB

From: Pierre Hascheff pierre@pahascheff.com
Subject: Re: Attached Image
Date: Feb 11, 2020 at 2:54:40 PM
To: Lucy Mason lucy.masonsena@yahoo.com

I was hoping this could be resolved amicably. I disagree with you're legal authorities cited in your email which do not apply in this case as well as what the contract says. Did not say we are not incurring costs in the underlying malpractice action. I will follow up with Shawn

Sent from my iPad

On Feb 11, 2020, at 11:02 AM, Lucy Mason
<lucy.masonsena@yahoo.com> wrote:

Pierre –

I am pleased to hear that the malpractice action is on hold and that no legal fees are being incurred in connection with that lawsuit. While there is a contractual indemnity clause in the divorce decree, it is limited to fees, costs and judgments arising out of a malpractice action. Nothing in that indemnification language requires Lynda to indemnify you for any fees or costs that you incur as a witness in the Jaksick probate dispute. To the best of our knowledge, you are not a party to that proceeding and have not been sued in that proceeding. You are merely a percipient witness in that action.

Because you acknowledge that no fees are being incurred in connection with the malpractice action, and you refuse to produce documents that specifically detail what fees are related to the malpractice action that is on hold, as opposed to any fees you incurred as a witness in the Jaksick dispute, we simply have no documents or evidence that you have incurred any legal fees related to the malpractice action. Lynda has no legal obligation to simply accept whatever you say or bow to any demand you make. I am not confident that the attorney/client privilege allows you to hide communications with counsel about a community obligation in which Lynda's interests are, presumptively, identical to yours. See, NRS 49.115. I am entirely confident that any court would require you to provide Lynda with: copies of the bills the lawyers sent you (perhaps with minor redactions if you demonstrate the attorney client privilege). She would also be entitled to all non-privileged information, such as communications between your counsel and plaintiff's counsel. She certainly has a right to know what fees you have incurred relate to your role as a witness as opposed to your role as a defendant.

We very strongly disagree with your claim that you have no fiduciary duty to Lynda. I am

EXH 8

AA 1109

From: Lucy Mason lucy.masonsena@yahoo.com
Subject: RE: Attached Image
Date: Feb 11, 2020 at 11:02:16 AM
To: Pierre Hascheff pierre@pahascheff.com
Cc: Shawn Meador smeador@woodburnandwedge.com

Pierre –

I am pleased to hear that the malpractice action is on hold and that no legal fees are being incurred in connection with that lawsuit. While there is a contractual indemnity clause in the divorce decree, it is limited to fees, costs and judgments arising out of a malpractice action. Nothing in that indemnification language requires Lynda to indemnify you for any fees or costs that you incur as a witness in the Jaksick probate dispute. To the best of our knowledge, you are not a party to that proceeding and have not been sued in that proceeding. You are merely a percipient witness in that action.

Because you acknowledge that no fees are being incurred in connection with the malpractice action, and you refuse to produce documents that specifically detail what fees are related to the malpractice action that is on hold, as opposed to any fees you incurred as a witness in the Jaksick dispute, we simply have no documents or evidence that you have incurred any legal fees related to the malpractice action. Lynda has no legal obligation to simply accept whatever you say or bow to any demand you make. I am not confident that the attorney/client privilege allows you to hide communications with counsel about a community obligation in which Lynda's interests are, presumptively, identical to yours. See, NRS 49.115. I am entirely confident that any court would require you to provide Lynda with: copies of the bills the lawyers sent you (perhaps with minor redactions if you demonstrate the attorney client privilege). She would also be entitled to all non-privileged information, such as communications between your counsel and plaintiff's counsel. She certainly has a right to know what fees you have incurred relate to your role as a witness as opposed to your role as a defendant.

We very strongly disagree with your claim that you have no fiduciary duty to Lynda. I am entirely confident that the Court would determine that you have a fiduciary duty to the community estate pursuant to Nevada law, and that as the person in charge of resolving a claim against the community estate, you have a fiduciary duty to Lynda, whose interests in that claim are present, existing and equal to yours. See, Williams v. Waldman and Cook v. Cook, among other cases. It is also my understanding that in every contract in Nevada, there is an implied obligation of good faith and fair dealing. Your insistence that you can simply make whatever decisions you want, hide the facts from Lynda and then demand that she pay you what you believe is owed, is not consistent with your fiduciary duty or your implied obligation of good faith and fair dealing. Nor was your failure to notify Lynda of the circumstances and threatened malpractice action, so that she could make decisions about how to proceed, consistent with your fiduciary duty or your implied obligation of good faith and fair dealing. You are also an officer of the court: a judicial officer. Surely your fiduciary duties in connection with litigation with your former wife over a joint obligation, are heightened not lessened as a result.

Please do what you should do to enable us to evaluate what might be owed to you. Upon

receipt of the requested documents, we are happy to review and evaluate your demand for reimbursement. It would, perhaps, be easier if you would simply authorize counsel to share this information with us directly.

Because it appears you are making a demand that Lynda pay fees not incurred in the malpractice matter, I am concerned about your good faith and fair dealing. While Lynda would certainly like to avoid litigation and motion practice about these issues, she is prepared to let Judge Unsworth resolve these disputes if that becomes necessary. As you are well aware, the attorney fees provisions works both ways. Because this is now appears to becoming a dispute, Sean will be handling all communications going forward. Please deal directly with him. He is copied above.

Lucy

From: Pierre Hascheff [mailto:pierre@pahascheff.com]
Sent: Wednesday, February 05, 2020 4:42 PM
To: Lucy Mason
Subject: Re: Attached Image

You now have everything you requested. Time entries include narratives which include attorney-client communications. I am not waiving the attorney-client privilege. There is no response to the complaint. The malpractice litigation is on hold until the underlying case is completed.

When I received the subpoena there was a concern that a malpractice action would follow so I immediately retained a lawyer through the insurance company. I was deposed for over two days and I was a witness at trial for two more days. There were countless meetings prior to the deposition in and the trial with my lawyer. My lawyer attended all sessions

As you know there is no breach of a fiduciary duty. This is a straight contract and indemnity agreement and there is nothing in the section that requires any notice. In fact Lynda benefits because I've been making the payments and she received an interest free loan. Even if she was notified there's nothing she could do to change the outcome. I've been sued and if I don't retain counsel to represent my interests then we would have bigger problems if they were able to get a judgment against me which requires Lynda to pay half.

Originally I thought I might just pay the bill and be done with it because The litigation would be completed in short order but it hasn't worked out that way. The litigation is continuing and they will be more bills.

There's nothing in the agreement requires that you receive any of the requested documents only that I prove that I paid the bill which I have. I only provided them to you so that we can just

move on and with reservation of all rights and without prejudice. These documents other than the invoices and payments do not change the indemnity agreement and the liability. As you know there's an attorney fees provision to enforce the agreement and that means she will be responsible for attorneys fees.

You should know that there is a error in the calculation the amount owed is \$9351.80 and 50% of that amount is \$4675.90. We need to have this resolved no later than February 24, 2020

Sent from my iPad

On Feb 5, 2020, at 2:34 PM, Pierre Hascheff <pierre@pahascheff.com> wrote:

Endorsement number five and correspondence

Sent from my iPad

FILED
Electronically
DV13-00656
2020-12-17 11:41:21 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8209879 : yvioria

EXHIBIT "C"

EXHIBIT "C"

AA 1113

From: Pierre Hascheff pierre@pahascheff.com
Subject: Indemnity
Date: Apr 20, 2020 at 12:12:25 PM
To: Shawn Meador smeador@woodburnandwedge.com
Cc: Todd@Toddltorvinenlaw.com

Exh. 3

I trust you now have had an opportunity to review the documents Lucy sent you.

In the meantime I have engaged Todd Alexander my malpractice defense attorney to respond to your allegations concerning the malpractice action. I have also engaged Todd Torvinen to represent me should we have to enforce the settlement agreement in Family Court and seek contempt proceedings. I have previously notified you pursuant to the settlement agreement any costs incurred including attorneys fees in enforcing the indemnity agreement will be assessed against your client for failure to honor her obligations under the agreement. I have given you an opportunity to resolve this matter without incurring fees and costs but this option has been declined.

The terms of the indemnity in the agreement are clear and unambiguous and your response to my request for payment in my opinion is only to gain leverage and delay the payment. As you know a delay in payment will only accrue statutory interest. Your demand for documentation which contain attorney-client privilege information as a condition to indemnity and payment is also additional evidence that your claims are without merit. See also NRCP 16.21

This duty to indemnify arises from the contractual language and is not subject to equitable considerations and will be enforced in accordance with its terms like any other contract. The basis for indemnity is restitution and the indemnitee is not held harmless pursuant to the agreement if he must incur costs and fees to vindicate his rights irrespective of the outcome in the underlying litigation. That's why Courts will award costs and fees not only in defending the malpractice action but also enforcing the terms of the indemnity agreement.

Courts also routinely reject any claims by the indemnitor for bad faith, breach fiduciary duty, breach of the implied covenant of good faith and fair dealing or punitive damages because those claims have no merit in this context. Any such instruction to the jury has been deemed wrong and prejudicial. To suggest somehow a fiduciary duty exists is not appropriate in this context. Nor is it appropriate in other situations such as buyer, landlord or other contractual indemnity claims.

Similarly indemnity claims are generally brought after the underlying litigation is concluded or substantially concluded and no prior notice was given to the indemnitor of the underlying claim. The Indemnitor simply defends the action and then tenders the claim for indemnity and payment irrespective of the outcome. This can be years after the underlying litigation is concluded.

I am willing to take payments of \$1500.00 a month to resolve this matter now without further costs. Please let me know your response within 10 days

Sent from my iPad

FILED
Electronically
DV13-00656
2020-12-17 11:41:21 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8209879 : yvioria

EXHIBIT "D"

EXHIBIT "D"

AA 1116

From: Pierre Hascheff pierre@pahascheff.com
Subject: Indemnity
Date: Mar 1, 2020 at 11:57:43 AM
To: Shawn Meador smeador@woodburnandwedge.com

I was informed by Lucy Mason that I need to contact you regarding my reimbursement for attorneys fees and costs incurred pursuant to section 40 of the settlement agreement dated September 1, 2013. The amount owed to date by Lynda is \$4675.90. I provided all the documentation that Lucy requested which I assume you have which includes the billing invoices. I intend to enforce the settlement agreement because I've been sued for malpractice. A subsequent action or set off is necessary because Lynda has refused to indemnify me pursuant to section 40. We can avoid this action by her simply making the payment referenced above within 10 days of this notice. If the payment is not made within this 10 day I will proceed accordingly.

Thank you for your consideration in this matter.

Sent from my iPad

EXH 4

AA 1117

From: Pierre Hascheff pierre@pahascheff.com
Subject: Re: Indemnity
Date: Mar 2, 2020 at 2:47:09 PM
To: Shawn Meador smeador@woodburnandwedge.com

It will be quicker to get the documents from Lucy. Took me a lot of time to locate the documents and make the copies. I don't have that kind of time now to go back and do it all again.

I've already sent correspondence to Lucy explaining the delay. There has been absolutely no prejudice for notifying her after the underlying litigation was mostly concluded. There was absolutely nothing you or anyone could do during the underlying litigation. Also it is common practice to require a lawyer in the underlying litigation to testify first and determine if any errors were made then file a malpractice action. To suggest that I should be deposed for three days and a witness at trial for two days without the benefit of the lawyer to protect our interest and avoid a malpractice claim is simply foolish. The threat of malpractice was a common thread throughout the litigation. My lawyer was there to provide a defense for the pending malpractice action.

The time entries contain attorney-client communications. I am not going to waive the privilege. Lucy has all of the invoices showing what the insurance company paid. I believe it was only \$2500 the rest I had to pay. The information Lucy has is all you need to evaluate the claim. The indemnity agreement is very broad and does not say that the fees and costs must be incurred after the malpractice case is filed.

Sent from my iPad

On Mar 2, 2020, at 8:37 AM, Shawn Meador
<smeador@woodburnandwedge.com> wrote:

Pierre

FILED
Electronically
DV13-00656
2020-12-17 11:41:21 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8209879 : yvioria

EXHIBIT "E"

EXHIBIT "E"

AA 1119

**THE LAW OFFICE OF
TODD L. TORVINEN**

CHARTERED

232 COURT STREET RENO, NEVADA 89501
PHONE: (775) 825-6066 FAX: (775) 324-6063
E-MAIL: todd@toddltorvinenlaw.com

Certified Public Accountant (NV)
Certified Estate Planning Law Specialist (EPLS)

May 29, 2020

Via RCMS

Shawn B. Meador, Esq.
Woodburn and Wedge Attorneys
6100 Neil Rd., Suite 500
Reno, NV 89511

Re: Hascheff MSA Indemnity Clause

Dear Mr. Meador:

I write on behalf of my client, Judge Hascheff. Enclosed please find the redacted billing statements from Todd Alexander, Esq., who represents Judge Hascheff regarding the malpractice action. Judge Hascheff previously provided these billing statements to Lucy Mason, Lynda Hascheff's sister. Also enclosed please find Mr. Alexander's Declaration dated April 10, 2020, generally explaining the need for counsel given the real threat and close in time filed malpractice action. The Declaration also describes the significant legal services required in light of the gravity of the threat and the malpractice action.

It is my understanding that on February 5, 2020, Mr. Hascheff emailed your client's sister, Lucy Mason (also an attorney) the: (1) canceled checks for the payment of attorney fees related to the malpractice action, (2) the endorsement number showing malpractice tail coverage, (3), the actual policy and the tail coverage, (4) correspondence between him and the carrier's adjuster, (5) the Hascheff Marital Settlement Agreement, and (6) the 40 page subpoena demanding production of estate planning documents and other documents related to his estate planning advice. I also understand that at or near the same time in early February, Mr. Hascheff emailed Lucy Mason a copy of the malpractice complaint against him filed on December 26, 2018. I further understand that you received those documents.

Judge Hascheff forwarded his email to you dated March 1, 2020, invoking the 10-day notice and the required information triggering liability for attorney fees incurred for enforcement pursuant to Section 35.2 of the MARITAL SETTLEMENT AGREEMENT dated September 1, 2013 ("MSA"). You are probably also aware that MSA Section 40

EXH 5

Shawn Meador, Esq.
May 26, 2020
Page 2

specifically requires your client to indemnify Mr. Hascheff for "one half (1/2) the costs of any defense and judgment" relating to a malpractice action.

In the March 1, 2020, email to you, Mr. Hascheff indicated as of that date, one half (1/2) of the attorney fees incurred related to the malpractice defense due from Lynda amounted to the sum of \$4675.90. Since March 11, 2020, Mr. Hascheff has incurred fees with my office related to enforcement of Section 40 which now total \$1687.50. As a result, under the terms of the MSA, your client owes the sum of \$6363.40 (\$4675.90 + \$1687.50) to Judge Hascheff. This does not include Mr. Alexander's fees and costs not yet billed in preparation of the Declaration and other time related to the malpractice action.

Hopefully, your client has interest in resolving this matter now. Judge Hascheff is willing to accept payments of \$1500 per month commencing June 15, 2020, until fully paid. Note that Judge Hascheff is also willing to waive interest accrual on the balance due to which he is entitled under NRS 99.040 as an accommodation to your client if your client accepts the terms described above.

Judge Hascheff requests your client's response to me within 10 days of the date of this letter. If necessary, Judge Hascheff will seek enforcement of the MSA indemnity provision thereafter. Thank you for your professionalism and your courtesy in advance.

Respectfully,



Todd L. Torvinen, Esq.

Enclosures

Note: This writing contains an offer in compromise under NRS 48.105. As a result, it may not later be used as prohibited specifically by NRS 48.105.

AA 1121

FILED
Electronically
DV13-00656
2020-12-17 11:41:21 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8209879 : yvioria

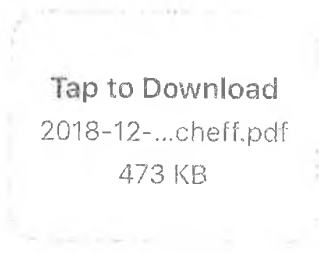
EXHIBIT "F"

EXHIBIT "F"

AA 1122

From: Pierre Hascheff pierre@pahascheff.com
Subject: 2018-12-26 Complaint Jaksick v. Hascheff.pdf
Date: Jan 24, 2020 at 11:36:47 AM
To: Lucy Mason lucy.masonsena@yahoo.com

Here you go. Please let me know when I can expect payment. Hope all is well



*JPSICK
complaint*

Sent from my iPad

Exh. 6

From: Pierre Hascheff pierre@pahascheff.com
Subject: Re: Attached Image
Date: Jan 29, 2020 at 9:29:14 AM
To: Lucy Mason lucy.masonsena@yahoo.com

Please let Lynda know I dropped your check in the mail on Monday so she should get it before February 1. Thank you

Sent from my iPad

On Jan 26, 2020, at 4:07 PM, Lucy Mason
<lucy.masonsena@yahoo.com> wrote:

Pierre - I will discuss with Lynda and be back in touch.

Lucy

Sent from Yahoo Mail for iPhone

On Sunday, January 26, 2020, 7:59 AM, Pierre Hascheff <pierre@pahascheff.com>
wrote:

Here's a copy of the Page requiring reimbursement for attorneys fees and costs. I do not have Lynda's new email. So I'm forwarding these documents to you. If that's a problem let me know

Sent from my iPad

FILED
Electronically
DV13-00656
2020-12-17 11:41:21 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8209879 : yvioria

EXHIBIT "G"

EXHIBIT "G"

AA 1125

1 **KENT R. ROBISON, ESQ. – NSB #1167**
krobison@rsslblaw.com
2 **LINDSAY L. LIDDELL, ESQ. – NSB #14079**
lliddell@rsslblaw.com
3 **Robison, Sharp, Sullivan & Brust**
4 71 Washington Street
Reno, Nevada 89503
5 Telephone: 775-329-3151
6 Facsimile: 775-329-7169
7 *Attorneys for Todd B. Jaksick, Individually, and as Trustee*
of the Todd B. Jaksick Family Trust and as Trustee the TBJ Trust

REC'D & FILED
2018 DEC 26 PM 1: 28
SUSAN MENRIWETHER
C. TORRES CLERK
BY _____ DEPUTY

8 **IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**
9 **IN AND FOR CARSON CITY**

10 TODD JAKSICK, Individually, and as Trustee
11 of the Todd B. Jaksick Family Trust and as
12 Trustee of the TBJ Trust,

13 Plaintiffs,

Case No. 18 CV 00038 US

14 Dept. No. D

15 vs.

16 PIERRE HASCHEFF,

17 Defendant.

18 **COMPLAINT**

19 As and for their complaint against the Defendant, Plaintiffs allege as follows:

- 20 1. Todd Jaksick (“Todd”) is a Trustee of the SSJ’s Issue Trust (“Issue Trust”).
- 21 2. Todd is a Trustee of the Todd B. Jaksick Family Trust and the TBJ Trust.
- 22 3. Todd is Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust (“Sam’s Family
- 23 Trust”).
- 24 4. Todd is a party to an Indemnification Agreement drafted for him by Defendant.
- 25 5. Todd is manager of Incline TSS LLC (“TSS”), a company that was devised by
- 26 Defendant for the purpose of receiving title to a house located on Lake Shore Boulevard, Incline
- 27 Village, Nevada (“the Lake Tahoe House”).
- 28 6. The Todd B. Jaksick Family Trust is a 23% owner of TSS. Its interests and
- membership are being challenged as a result of Defendant’s legal services.

1 7. The TBJ Trust is a 23% owner of TSS and its membership interest is being
2 challenged as a result of Defendant's legal services.

3 8. Defendant was an attorney, and as such, had a duty to use such skill, prudence, and
4 diligence as other members of his profession commonly possess and exercise.

5 9. As Plaintiffs' attorney, Defendant owed a duty to Plaintiffs to use skill, prudence,
6 and diligence as lawyers of ordinary skill and capacity possess in exercising and performing tasks
7 which they undertake.

8 10. Todd is Trustee of the Todd Jaksick Family Trust, a 23% owner of TSS, owner of
9 the Lake Tahoe House. As a result of Defendant's negligence, Todd has been sued in his capacity
10 as Trustee of the Todd Jaksick Family Trust.

11 11. Todd is Trustee of the TBJ Trust, a 23 % owner of TSS, owner of the Lake Tahoe
12 House. As a result of Defendant's negligence, Todd has been sued as Trustee of the TBJ Trust.

13 12. Todd is manager of various limited liability companies in which Sam's Family
14 Trust holds membership interests. As a result of the Defendant's negligence, Todd is being sued
15 in his capacity as manager of the various limited liability companies.

16 13. Defendant provided legal services to and for Todd and his father Samuel S. Jaksick
17 ("Sam") from 2007 through 2012.

18 14. Defendant's legal services, among others, included;
19 a. Drafting Todd's Indemnification Agreement;
20 b. Creating TSS for the purposes of having an option to buy the Lake Tahoe
21 House;
22 c. Drafting an option for TSS to acquire title to the Lake Tahoe House;
23 d. Drafting Sam's Second Amendment Trust, with Todd as a Co-Trustee and
24 beneficiary;
25 e. Facilitating TSS's exercise of the option it had to purchase the Lake Tahoe
26 House; and
27 f. Causing Todd's Family Trust and The TBJ Trust to be 23% owners of TSS.
28 15. Defendant's legal services provided to and for Todd, The TBJ Trust and Todd's

1 Family Trust were done in a negligent and careless manner. Those legal services caused Todd to
2 be sued in Second Judicial District Court, Case No. PR17-0045 and Case No. PR17-0046 filed in
3 Washoe County, Nevada.

4 16. Defendant's negligent legal services have resulted and caused the Plaintiffs to
5 sustain substantial damages well in excess of \$100,000. Stanley Jaksick and Wendy Jaksick have
6 both brought claims against Todd in Case No. PR17-00445 and Case No. PR17-00446.

7 17. As a proximate cause of Defendant's negligent and careless legal services provided
8 to and for Plaintiffs, Todd was sued in December of 2017 and February of 2018. Those lawsuits
9 were filed by beneficiaries of Sam's Family Trust and of The Issue Trust and the lawsuits gave
10 Todd first notice of the Defendant's negligence.

11 18. On December 17, 2018, expert reports were exchanged in the lawsuits filed by
12 Sam's daughter, Wendy. These reports first provided Todd, individually and as Trustee, with
13 actual notice of the Defendant's negligence. These reports appear to be based on misinformation
14 and wrongfully accusing Defendant of committing egregious and serious errors in performing
15 estate planning services for Samuel S Jaksick, Jr. Nonetheless, these reports gave Todd his first
16 actual notice of the alleged wrongdoing by the Defendant as follows:

17 a. The estate plan devised by Defendant was a bad one and subjected Todd to
18 lawsuits;

19 b. The Indemnification Agreement was poorly drafted and subjected Todd to
20 conflicts of interest;

21 c. The Lake Tahoe House documents were poorly devised and implemented
22 causing Todd to get sued; and

23 d. The Second Amendment was poorly drafted and implemented, causing
24 Todd to get sued.

25 19. Todd has been directly damaged by Defendant's negligence. The Plaintiffs also
26 contracted with Defendant requiring Defendant to provide competent legal advice and services.
27 Defendant breached the contracts.

28 20. Todd is entitled to be indemnified by Defendant for any sums he pays to Wendy

1 and/or Stanley Jaksick in the litigation filed by Wendy and Stanley.

2 21. Todd is entitled to recover all fees and costs incurred in defending Wendy's and
3 Stanley's lawsuits.

4 22. Todd is entitled to recover fees and costs incurred in this case.

5 **FIRST CLAIM—NEGLIGENCE**

6 23. Plaintiffs incorporate all prior paragraphs and allegations.

7 24. Defendant and Plaintiffs had a lawyer/client relationship from 2007 to January
8 2013.

9 25. Defendant was engaged as Plaintiffs' counsel and attorney.

10 26. Defendant provided legal services for the Plaintiffs as described hereinabove.

11 27. The Todd B. Jaksick Family Trust is a 23% owner of TSS. Its interests and
12 membership are being challenged as a result of Defendant's legal services.

13 28. The TBJ Trust is a 23% owner of TSS and its membership interest is being
14 challenged as a result of Defendant's legal services.

15 29. Defendant breached his duty of care to the Plaintiffs as described hereinabove.

16 30. Defendant's breaches of duty constitute legal malpractice and professional
17 negligence.

18 31. Defendant's breaches of duties of care owed to the Plaintiffs, his malpractice and
19 his professional negligence as described herein above caused Plaintiffs to sustain damages in
20 excess of \$15,000.

21 32. Plaintiffs are entitled to recover all damages caused by Defendant's breaches of
22 duties, negligence and malpractice, according to proof, in addition to attorney's fees incurred
23 herein.

24 33. Plaintiffs did not know of and did not have information to be aware of Defendant's
25 negligence, breaches of duties and of the malpractice until December of 2017.

26 **SECOND CLAIM—BREACH OF CONTRACT**

27 34. Plaintiffs incorporate all prior paragraphs and allegations.

28 35. Plaintiffs and Defendant entered into contracts described hereinabove, whereby

1 Defendant was to and did provide legal services for Plaintiffs.

2 36. The contracts for professional services were supported by adequate consideration.

3 37. The contracts were breached by Defendant.

4 38. The Plaintiffs performed all aspects and requirements of the contracts.

5 39. As a result of Defendant's breaches of the contracts described hereinabove,
6 Plaintiffs have sustained consequential damages in excess of \$15,000 and are entitled to fees and
7 costs.

8 **THIRD CLAIM—INDEMNIFICATION**

9 40. Plaintiffs incorporate herein all prior paragraphs and allegations.

10 41. Defendant's negligence and breaches of contract have caused Plaintiffs to be sued
11 by Stanley Jaksick and Wendy Jaksick in Case Nos. PR17-00445 and PR17-00446.

12 42. Plaintiffs adamantly deny any wrongdoing regarding the issues raised in the
13 lawsuits filed by Wendy and Stanley. Plaintiffs are aware of the Defendant's substantial efforts to
14 protect Samuel S. Jaksick, Jr. and his heirs and beneficiaries, and Plaintiffs believe and allege
15 herein that the Defendant proceeded at all times in good faith and with the best interests of the
16 Plaintiffs and Samuel S. Jaksick, Jr. as his first priority. However, if Plaintiffs are found liable to
17 Stanley and/or Wendy or should Plaintiffs, or any one of them, be required to pay in any way
18 Stanley and/or Wendy, Plaintiffs are entitled to recover such amounts by way of indemnification
19 from Defendant.

20 43. Plaintiffs have been obligated to and have paid legal fees for defending Wendy and
21 Stanley's lawsuit in amounts in excess of \$100,000. Plaintiffs are entitled to be indemnified for all
22 fees and costs paid to date and for all fees and costs incurred in the future for defending Plaintiffs
23 in the Wendy and Stanley lawsuits. This indemnification claim has therefore accrued.

24 WHEREFORE, Plaintiffs seek judgment as follows;

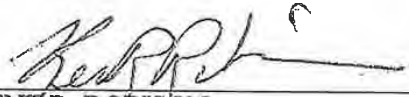
- 25 1. For consequential damages according to proof in excess of \$15,000;
26 2. For indemnification of any and all sums Plaintiffs must pay Wendy and/or Stanley;
27 3. For fees and costs incurred in the Wendy and Stanley lawsuits;
28 4. For fees and costs incurred in this action; and

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5. For such other relief as is appropriate under the circumstances.

DATED this 26th day of December 2018.

ROBISON, SHARP, SULLIVAN & BRUST
A Professional Corporation
71 Washington Street
Reno, Nevada 89503



KENT R. ROBISON
LINDSAY L. LIDDELL
*Attorneys for Todd B. Jaksick, Individually, and as
Trustee of the Todd B. Jaksick Family Trust and as
Trustee of the TBJ Trust*

FILED
Electronically
DV13-00656
2020-12-17 11:41:21 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8209879 : yvioria

EXHIBIT "H"

EXHIBIT "H"

AA 1132

U.S. Bank Confidential Communication



Requested by: Kathryn Atjiddell

This check image contains confidential information. If you print this image, please store it in a secure place to avoid unauthorized use of this information. Increased security awareness when discarding or destroying this document is recommended.

Item #1
 Account No.:
 Amount: \$1000.00
 Check No.: 1002
 Routing No.: 47120169
 Sequence No.: 0085541-5720
 Date: 05/15/2019

Front:

PAH LIMITED II LLC
 2659 MANZANITA LN.
 RENO, NV 89509-7028

84-109/1215 1002

DATE: 5/10/19

PAY TO THE ORDER OF Lemon's Laundry \$ 1000.⁰⁰
One thousand & 00/100 DOLLARS

usbank

MEMO: acct # 52-8603 M

P. PONSCH

Back:

MEMO: acct # 52-8603 M

FOR DEPOSIT ONLY - LEONIS, GRINDY & EISENBERG, CHICKA 1626

Check hereafter payable to this member

DATE: 5/10/19

FOR DEPOSIT ONLY - LEONIS, GRINDY & EISENBERG, CHICKA 1626

Check hereafter payable to this member

U.S. Bank Confidential Communication



Requested by: Kathryn Addell

This check image contains confidential information. If you print this image, please store it in a secure place to avoid unauthorized usage of this information. Increased security awareness when discarding or destroying this document is recommended.

Item #1
 Account No.:
 Amount: 9,300.00
 Front:

Check No.: 1081
 Routing No.: 12130169
 Sequence No.: 009254460333
 Date: 10/18/2019

34-188/1213 1081

PAH LIMITED LLC
 2655 MANIZANITA LANE
 RENO, NV 89509

DATE: 10/18/19

FAY TO THE ORDER OF Lemons, Grundy \$ 1000.00
 One Thousand & 00/100 DOLLARS

MEMO: #1000sch

Back:

ENDORSE HERE
 PAY TO THE ORDER OF NEVADA STATE
 BANK, LAS VEGAS, NV 89105 122100779
 FOR DEPOSIT ONLY (LEMONS, GRUNDY &
 EISENBERG 0642041623)

DO NOT WRITE STRIKE OR SIGN BELOW THIS LINE
 RESERVE THIS SPACE FOR YOUR SIGNATURE

MEMO:

1. Do not sign or stamp on reverse unless instructed by your bank.

2. Do not sign or stamp on reverse unless instructed by your bank.

3. Do not sign or stamp on reverse unless instructed by your bank.

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U.S. Bank Confidential Communication



Requested by: Kathryn Adriddell

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Item #1
 Account No.:
 Amount: \$1000.00
 Front:

Check No.: 1105
 Routing No.: 12130169
 Sequence No.: 00835525333
 Date: 04/09/2019

PAH LIMITED LLC
 2655 MANZANITA LANE
 RENO, NV 89509

DATE: 4/9/19

1105

PAY TO THE ORDER OF Lemons, Grundy \$ 1000.00
One thousand & 00/100 DOLLARS

US Bank

Memo: Acct # 52-8603m

P. ADRSCH
 Name: Adrsch, P.
 Title: Partner

Back:

ON THE FRONT OF THIS CHECK, THERE IS A MICR LINE (MAGNETIC INK CHARACTER RECOGNITION) WHICH IS USED BY THE BANK TO IDENTIFY THE CHECK AND TO VERIFY THE CHECK NUMBER AND DATE. IF THE MICR LINE IS DAMAGED OR ILLEGIBLE, THE CHECK MAY BE UNDEPOSITABLE.

FOR DEPOSIT ONLY - ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 (PRINTED FOR FINANCIAL INSTITUTION USE)

DATE: _____

CHICKS WERE ANTICIPATED ON NEGOTIATION DEPOSIT

ENDORSE HERE
 PAY TO THE ORDER OF NEVADA STATE
 BANK LAS VEGAS, NV 89125 122400778
 FOR DEPOSIT ONLY - LEMONS, GRUNDY &
 ESSENDENCE 054244829

U.S. Bank Confidential Communication



Requested by: Kathryn Gaudelli

This check image contains confidential information. If you print this image, please store it in a secure place to avoid unauthorized usage of this information. Increased security awareness when discarding or destroying this document is recommended.

Item #1
Account No.: **Check No.:** 2398 **Sequence No.:** 006354873805
Amount: \$6351.00 **Routing No.:** 12170168 **Date:** 12/17/2019

Front:

PIERRE A HASCHEFF TRUST DTD 12/12/2012 11-109/1212 2398
 PIERRE A HASCHEFF, TRUSTEE
 5555 ADANZANTAL LN
 WINDY, NV 89509-0728

DATE 12/17/19

PAY TO THE ORDER OF Lemmy Caridy \$ 6351.00
Six thousand three hundred and fifty one and 00/100

USbank Wealth Management
 MEMO 52-8603W P. Hasch

Back:

DEPOSITABLE
 PAY TO THE ORDER OF NEVADA STATE
 BANK LAS VEGAS, NV 89125 12240079
 FOR DEPOSIT ONLY LEONDS, GRUNDY &
 EISENBERG ORCA0041829
 CHECK NAME AFTER ABOVE PAYEE/ENDORSEMENT
 DATE _____
 TO GET UP TO SPEED ON BANKING, THIS LINK
 IS YOUR FRIEND. VISIT US AT WWW.US.BANK.COM

If you find any of the information on this check is incorrect, please contact your financial institution immediately. If you are unsure of the information, please contact your financial institution.

U.S. Bank Confidential Communication



Requested by: Kathryn Aduddell

This check image contains confidential information. If you print this image, please store it in a secure place to avoid unauthorized use of this information. Increased security awareness when discarding or destroying this document is recommended.

Item #1	Check No.: 2493	Sequence No.: 008056222130
Account No.:	Routing No.: 12120169	Date: 08/24/2020
Amount: \$648.20		
Front:	PIERRE A. HASCHOFF TRUST DTD 12/12/2013 84109/1212 2493 PIERRE A. HASCHOFF, TRUSTEE 61% SQUIRES LN RENO, NV 89519-7390 DATE: 8/20/20	
	MEMO: <u>LEMONS, of fundy</u> \$ 648.20 <u>Six hundred forty eight & 20/100</u> DOLLARS US Bank Wealth Management # 528603 m 648.20 P. D. W. S. C. H.	
Back:	PAY TO THE ORDER OF NEWARK STATE BANK FOR DEPOSIT ONLY FOR REMOTE DEPOSIT CAPTURE ONLY	

FILED
Electronically
DV13-00656
2020-12-17 11:41:21 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8209879 : yvioria

EXHIBIT "I"

EXHIBIT "I"

AA 1138

Date: 02/06/2020

Detail Payment Transaction File List
LEMONS, GRUNDY & EISENBERG

Page: 1

Case No.	Trans Date	H Trnkr	H Toode/ P Task Cod	Split #	Rate	Amount	Ref #
Transaction Date 03/25/2019							
52.8803	03/25/2019	A	140	1	1,300.00	Payment - Thank you Allied World Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
52.8803	03/25/2019	A	140	3	150.00	Payment - Thank you Allied World Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 04/08/2019							
52.8803	04/08/2019	A	140		1,000.00	Payment - Thank you PAH Limited LLC Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 04/16/2019							
52.8803	04/16/2019	A	140	4	1,050.00	Payment - Thank you Allied World Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 05/16/2019							
52.8803	05/16/2019	A	140		1,000.00	Payment - Thank you PAH LIMITED II LLC Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 10/18/2019							
52.8803	10/18/2019	A	140		1,000.00	Payment - Thank you PAH Limited LLC Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 12/16/2019							
52.8803	12/16/2019	A	140	7	5,351.80	Payment - Thank you Pierre Hascheff Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
GRAND TOTALS							
					Payments	11,851.80	

Thursday 02/06/2020 7:48 am

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
BILL THROUGH SERENGETI

Page: 1
01/24/2020
OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 12

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

	PREVIOUS BALANCE	\$6,848.10
12/16/2019	Payment - Thank you Pierre Hascheff	-6,351.80
	BALANCE DUE	\$496.30

FEEES	EXPENSES	FINANCE CHARGE	PAYMENTS	
12,345.00	3.10	0.00	11,851.80	
				\$496.30

pdf

52.8603.11.pdf
300 KB

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

Page: 1
 08/27/2019
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 8

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

	PREVIOUS BALANCE	\$11,851.80
03/25/2019	Payment - Thank you Allied World	-1,300.00
03/25/2019	Payment - Thank you Allied World	-150.00
04/08/2019	Payment - Thank you PAH Limited LLC	-1,000.00
04/16/2019	Payment - Thank you Allied World	-1,050.00
05/16/2019	Payment - Thank you PAH LIMITED II LLC	-1,000.00
	TOTAL PAYMENTS	-4,500.00
	BALANCE DUE	\$7,351.80

FEES	EXPENSES	FINANCE CHARGE	PAYMENTS
11,850.00	1.80	0.00	4,500.00
			\$7,351.80

pdf

52-8603.7.pdf
 302 KB

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
BILL THROUGH SERENGETI

Page: 1
10/24/2018
OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 2

ATTN: Andy Kenney

Haschoff, Pierre re: Allied World
2018018714

PREVIOUS BALANCE \$1,300.00

BALANCE DUE \$1,300.00

FEES	EXPENSES	FINANCE CHARGE	PAYMENTS
1,300.00	0.00	0.00	0.00

\$1,300.00

pdf

52.8603.1.pdf

301 KB

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

Page: 1
 10/10/2018
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 1

ATTN: Andy Kenney



Hascheff, Pierre re: Allied World
 2018018714

				HOURS		
09/04/2018	TRA	L120	A104	Review/analyze 41-page subpoena forwarded by Judge Hascheff	1.20	n/c
09/05/2018	TRA	L120	A106	Communicate (with client) Judge Hascheff re: receipt of and response to subpoena	0.20	n/c
09/06/2018	TRA	L120	A108	Communicate (other external) with attorney Kent Robison re: substance of Pierre Hascheff deposition	0.30	n/c
09/10/2018	TRA	L330	A104	Review/analyze background documents in preparation for client's deposition	3.60	n/c
09/11/2018	TRA	L120	A106	Communicate (with client) re: upcoming meeting with Kent Robison and deposition	0.20	n/c
	TRA	L120	A109	Appear for/attend meeting with Kent		

Allied World

OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 1

Hascheff, Pierre re: Allied World
2018018714

			HOURS		
Robison re: background of underlying trust issues and forthcoming deposition of client			1.40	n/c	
09/14/2018	TRA L330	A109	Appear for/attend deposition of Pierre Hascheff	4.70	1,175.00
09/18/2018	CLM L120	A101		0.50	125.00
	TRA L120	A102		0.80	n/c
SERVICES RENDERED THRU 09/30/2018			5.20	1,300.00	

RECAPITULATION

<u>TIMEKEEPER</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Christian L. Moore (CLM)	Partner	0.50	\$250.00	\$125.00
Todd R. Alexander (TRA)	Partner	4.70	250.00	1,175.00

TOTAL CURRENT WORK 1,300.00

BALANCE DUE \$1,300.00

<u>FEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
1,300.00	0.00	0.00	0.00

Task Code Summary

		<u>FEES</u>	<u>EXPENSES</u>
L120	Analysis/Strategy	125.00	0.00
L100	Case Assessment, Development & Admin.	125.00	0.00
L330	Depositions	1175.00	0.00

Allied World

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10/10/2018

OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 1

Hascheff, Pierre re: Allied World
2018018714

L300 Discovery

<u>FEE'S</u>	<u>EXPENSE'S</u>
1,175.00	0.00

\$1,300.00

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Allied World
 BILL THROUGH SERENGETI

Page: 1
 11/08/2018
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 3

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

				HOURS	
10/05/2018					
TRA	L330	A108	Communicate (other external) with Andy Kenney (Allied World) re: status and forthcoming continued deposition	0.20	50.00
10/18/2018					
TRA	L330	A109	Appear for/attend telephone conference with counsel for all parties and Discovery Commissioner re: scheduling Judge Hascheff's ongoing deposition	0.40	100.00
			SERVICES RENDERED THRU 10/31/2018	0.60	150.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Todd R. Alexander (TRA)	Partner	0.60	\$250.00	\$150.00
TOTAL CURRENT WORK				150.00
PREVIOUS BALANCE				\$1,300.00
BALANCE DUE				<u>\$1,450.00</u>

Allied World

Page: 2
11/08/2018

OUR ACCOUNT NO: 52-8603M
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Hascheff, Pierre re: Allied World
2018018714

<u>FEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
1,450.00	0.00	0.00	0.00

Task Code Summary

L330 Depositions
L300 Discovery

<u>FEES</u>	<u>EXPENSES</u>
150.00	0.00
150.00	0.00

\$1,450.00

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Allied World
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 12/07/2018
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 4

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

				HOURS		
11/16/2018	TRA	L330	A109	Appear for/attend meeting with Judge Hascheff re: preparation for deposition	0.50	125.00
11/17/2018	TRA	L330	A109	Appear for/attend deposition of Pierre Hascheff	8.10	2,025.00
				SERVICES RENDERED THRU 11/30/2018	8.60	2,150.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Todd R. Alexander (TRA)	Partner	8.60	\$250.00	\$2,150.00
TOTAL CURRENT WORK				2,150.00
PREVIOUS BALANCE				\$1,450.00
BALANCE DUE				<u>\$3,600.00</u>

Allied World

Page: 2
12/07/2018

OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 4

Hascheff, Pierre re: Allied World
2018018714

<u>FEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
3,600.00	0.00	0.00	0.00

Task Code Summary

	<u>FEES</u>	<u>EXPENSES</u>
L330 Depositions	2150.00	0.00
L300 Discovery	2,150.00	0.00
		<u>\$3,600.00</u>

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Allied World
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01/26/2019
OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 5

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

PREVIOUS BALANCE					\$3,600.00
BALANCE DUE					\$3,600.00
FEEES	EXPENSES	FINANCE	CHARGE	PAYMENTS	
3,600.00	0.00	0.00	0.00	0.00	
					\$3,600.00

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Allied World
 BILL THROUGH SERENGETI

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 02/13/2019
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 6

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

				HOURS	
01/24/2019	TRA	L120	A104		
<div style="border: 1px solid black; background-color: black; width: 300px; height: 80px; margin: 0 auto;"></div>				3.30	825.00
SERVICES RENDERED THRU 01/31/2019				3.30	825.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Todd R. Alexander (TRA)	Partner	3.30	\$250.00	\$825.00

01/31/2019	L110	E101	Copying for January 18 @ .10/page	1.80
TOTAL COSTS AND ADVANCES				1.80
TOTAL CURRENT WORK				826.80
PREVIOUS BALANCE				\$3,600.00

Allied World

Hascheff, Pierre re: Allied World
2018018714

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02/13/2019
OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 6

BALANCE DUE \$4,426.80

<u>FEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
4,425.00	1.80	0.00	0.00

Task Code Summary

		<u>FEES</u>	<u>EXPENSES</u>
L110	Fact Investigation/Development	0.00	1.80
L120	Analysis/Strategy	<u>825.00</u>	0.00
L100	Case Assessment, Development & Admin.	825.00	1.80

\$4,426.80


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Allied World
 BILL THROUGH SERENGETI

Page: 1
 03/11/2019
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 7

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

				HOURS		
02/05/2019	TRA	L120	A104	Review/analyze trial subpoena for Judge Hascheff and discuss trial subpoena with client	0.30	75.00
02/19/2019	TRA	L120	A109	Appear for/attend Jaksick trial in preparation for client's testimony	4.10	1,025.00
02/20/2019	TRA	L120	A104		4.70	1,175.00
02/21/2019	CST	B110	A101	Plan and prepare for Pierre Hascheff trial testimony in lawsuit between beneficiaries; review deposition transcript; review complaint; review correspondence	3.50	700.00

Allied World

OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 7

Hascheff, Pierre re: Allied World
2018018714

				HOURS	
TRA	L120	A109	Appear for/attend meeting to prepare client for trial testimony	2.10	525.00
TRA	L120	A104	Review/analyze trial testimony of other witnesses in Jaksick trial in preparation for client's trial testimony	2.20	550.00
02/22/2019					
CST	B110	A109	Appear for and attend trial between Trustee Todd Jaksick and trust beneficiaries to observe testimony of Pierre Hascheff	5.50	1,100.00
TRA	L210	A104	[REDACTED]	3.10	775.00
02/24/2019					
CST	B110	A101	Plan and prepare for meeting with Kent Robison, counsel for trustee Todd Jaksick, and Don Lattin, counsel for remaining trustees and Pierre Hascheff to prepare for further cross examination	1.00	200.00
CST	B110	A109	Appear for/attend meeting with Kent Robison, counsel for trustee Todd Jaksick, and Don Lattin, counsel for remaining trustees and Pierre Hascheff to prepare for further cross examination	2.00	400.00
02/25/2019					
CST	B110	A109	Prepare for and attend trial between Jaksick trust beneficiaries to observe Pierre Hascheff testimony	4.50	900.00
SERVICES RENDERED THRU 02/28/2019				33.00	7,425.00

RECAPITULATION

TIMEKEEPER	Title	HOURS	HOURLY RATE	TOTAL
Caryn S. Tijsseling	Associate	16.50	\$200.00	\$3,300.00
Todd R. Alexander (TRA)	Partner	16.50	250.00	4,125.00

Allied World

Hascheff, Pierre re: Allied World
2018018714

Page: 3
03/11/2019
OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 7

TOTAL CURRENT WORK	7,425.00
PREVIOUS BALANCE	\$4,426.80
BALANCE DUE	<u>\$11,851.80</u>

<u>FEEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
11,850.00	1.80	0.00	0.00

Task Code Summary

	<u>FEEES</u>	<u>EXPENSES</u>
B110 Case Administration	<u>3300.00</u>	<u>0.00</u>
B100 Administration	3,300.00	0.00
L120 Analysis/Strategy	<u>3350.00</u>	<u>0.00</u>
L100 Case Assessment, Development & Admin.	3,350.00	0.00
L210 Pleadings	<u>775.00</u>	<u>0.00</u>
L200 Pre-Trial Pleadings and Motions	775.00	0.00

\$11,851.80

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Page: 1
09/24/2019
OUR ACCOUNT NO: 52-8603M
STATEMENT NO: 9

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

PREVIOUS BALANCE					\$7,351.80
BALANCE DUE					\$7,351.80
FEEES	EXPENSES	FINANCE CHARGE	PAYMENTS		
11,850.00	1.80	0.00	4,500.00		
					\$7,351.80

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Page: 1
10/23/2019
OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 10

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

	PREVIOUS BALANCE	\$7,351.80
10/18/2019	Payment - Thank you PAH Limited LLC	-1,000.00
	BALANCE DUE	\$6,351.80
	FEEES EXPENSES FINANCE CHARGE PAYMENTS	
	11,850.00 1.80 0.00 6,500.00	
		\$6,351.80



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Allied World
 BILL THROUGH SERENGETI

Page: 1
 12/10/2019
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 11

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

				HOURS		
03/22/2019	TRA	L120	A104		0.80	200.00
06/21/2019	TRA	L120	A104		0.80	200.00
07/01/2019	CST	B110	A104	Review/analyze correspondence regarding status of action against Mr. Hascheff	0.10	20.00
09/25/2019	TRA	L250	A104	Review/analyze draft joint motion and stipulation to stay proceedings	0.30	75.00
				SERVICES RENDERED THRU 11/30/2019	2.00	495.00

Allied World

Page: 2
12/10/2019

OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 11

Hascheff, Pierre re: Allied World
2018018714

RECAPITULATION

<u>TIMEKEEPER</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Caryn S. Tijsseling	Associate	0.10	\$200.00	\$20.00
Todd R. Alexander (TRA)	Partner	1.90	250.00	475.00

03/31/2019	L110	E101	Copying for March 13 @ .10/page	1.30
			TOTAL COSTS AND ADVANCES	1.30
			TOTAL CURRENT WORK	496.30
			PREVIOUS BALANCE	\$6,351.80
			BALANCE DUE	<u>\$6,848.10</u>

<u>FEEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
12,345.00	3.10	0.00	5,500.00

Task Code Summary

	<u>FEEES</u>	<u>EXPENSES</u>
B110 Case Administration	20.00	0.00
B100 Administration	20.00	0.00
L110 Fact Investigation/Development	0.00	1.30
L120 Analysis/Strategy	400.00	0.00
L100 Case Assessment, Development & Admin.	400.00	1.30
L250 Other Written Motions and Submissions	75.00	0.00
L200 Pre-Trial Pleadings and Motions	75.00	0.00
		<u>\$6,848.10</u>

FILED
Electronically
DV13-00656
2020-12-17 11:41:21 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8209879 : yvioria

EXHIBIT "J"

EXHIBIT "J"

AA 1160

DECLARATION OF TODD R. ALEXANDER, ESQ.

1
2 STATE OF NEVADA)
3 COUNTY OF WASHOE) ss.
4

5 I, TODD R. ALEXANDER, hereby declare the following under the penalty of perjury:

6 1. I am an attorney and partner at Lemons, Grundy & Eisenberg, licensed in the
7 State of Nevada and in good standing, and I represent Pierre Hascheff ("Hascheff").

8 2. I was retained by Hascheff once he received a multi-page subpoena requesting
9 any and all documents, correspondence, communications etc. with respect to his estate
10 planning and related advice to Samuel Jaksick and related parties.

11 3. It was prudent on Hascheff's part to retain counsel immediately because the
12 information requested clearly was aimed at undermining his estate plan and advice which
13 could lead to a malpractice action depending on the jury verdict.

14 4. It was clear that Hascheff was being accused of malfeasance and mishandling
15 the Jaksick estate, resulting in certain beneficiaries receiving less of what they perceived was
16 their share of the estate.

17 5. There was also a possible claim by another beneficiary that Hascheff provided
18 incorrect advice to that beneficiary which could result in said beneficiary being sued by his
19 brother and sister with a substantial damage claim against him.

20 6. Hascheff was clearly at risk depending on the outcome of the underlying
21 litigation.

22 7. There were two days of depositions and two days of trial testimony, not to
23 mention countless meetings with various attorneys to protect Hascheff's interests.

24 8. The fees and costs incurred in this case were necessary and reasonable to
25 protect Hascheff's interests. An adverse result to Hascheff could have resulted in a multi-
26 million dollar claim against him outside the coverage limits of his applicable insurance policy.

27 9. It should be noted that malpractice actions are not typically filed until the
28 conclusion of the underlying litigation to determine whether the attorney is guilty of
malfeasance and/or negligence. The underlying Jaksick estate litigation is still ongoing.

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10. The time entries and description of the work conducted by my firm included in my billing invoices to Hascheff contain attorney-client privileged information. Certain entries do not include attorney-client information and therefore can be provided with privileged information redacted. These detail time entries can be provided without prejudice and waiver of the privilege. It is my understanding Hascheff has already provided only our billing summaries to you.

11. Any correspondence between Hascheff and my firm is protected by attorney-client privilege and will not be produced. Similarly, any correspondence and all communications between my firm and Jaksicks' attorneys are also privileged and/or confidential and will not be produced.

12. The time and work in preparing this affidavit and related work is related to the malpractice action and will be billed accordingly.

13. I declare under penalty of perjury the foregoing is true and correct.

Dated: this 10th day of April, 2020.



TODD R. ALEXANDER, ESQ.

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1 CODE:
2 Todd L. Torvinen, Esq.
3 Nevada Bar No. 3175
4 232 Court Street
5 Reno, NV 89501
6 (775) 825-6066

7
8 IN THE FAMILY DIVISION OF
9 THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
10 IN AND FOR THE COUNTY OF WASHOE

11 PIERRE A. HASCHEFF,
12
13 Plaintiff,

Case No: DV13-00656

Dept No: 12

14 -vs-

15 LYNDA L. HASCHEFF,
16
17 Defendant.

18
19 **PIERRE HASCHEFF'S HEARING STATEMENT**

20 COMES NOW, Plaintiff, by and through his attorney, Todd L. Torvinen, Esq., and
21 hereby files this hearing statement.

22 *1. Summary of Argument*

23 By order dated September 9, 2020, this Court gave direction to the parties
24 regarding the hearing scheduled December 21, 2020. The Court found that section 40
25 of the MSA included attorney's fees incurred for both the underlying trust litigation and
26 the malpractice litigation. This finding is consistent with Nevada law and other
27 jurisdictions as explained below.

28 The Court further found issue with Judge Hascheff's failure to notify Lynda
Hascheff of his malpractice exposure until January 2020. Under contract law, notice is
not required to trigger indemnification. As a result, Judge Hascheff breached no duties
toward Ms. Hascheff.

2. The Court's Direction to the Parties

The Court alerted the parties to focus on three primary issues for the hearing:

1 (1) Whether notice was properly given to perfect a party's claim to attorney's fees
2 under MSA section 35. The evidence will show that Judge Hascheff provided written
3 notice in accordance with said section allowing Mrs. Hascheff at least 10 days to take
4 corrective action on January 15, 2020 (see Exhibit 1), February 5, 2020 (see Exhibit 2),
5 March 1, 2020 (see Exhibit 3), April 20, 2020 (see Exhibit 4) and May 26, 2020 (see
6 Exhibit 5). Therefore, Judge Hascheff complied with the notice requirements multiple
7 times. Also important, like most indemnities, MSA section 40 includes a self-executing
8 indemnification which entitles the indemnitee by its express terms to attorney's fees and
9 costs as part of its claim for indemnity without notice. Obviously, this includes fees in
10 the underlying trust litigation and the malpractice litigation (noted by the Court), and fees
11 incurred enforcing the right of indemnity. This is the only way an indemnitee can be
12 made whole (the primary reason for indemnification).

13 (2) The Court further instructed the parties to address compliance with MSA
14 section 37 in the context of MSA section 40, indemnification. The evidence will show
15 Judge Hascheff initially sent the Complaint and MSA on January 24 & 26, 2020 (see
16 Exhibit 6) to Lucy Mason, Esq., and that on February 1, 2020, Lucy Mason, Esq., Mrs.
17 Hascheff's sister and an attorney, requested additional information and documentation
18 from Judge Hascheff. On February 5, 2020 Judge Hascheff provided all the documents
19 requested and more. Judge Hascheff did not provide correspondence between himself
20 and his attorney in the underlying litigation due to attorney-client privilege. Judge
21 Hascheff initially provided his attorney's invoices on January 12, 2020, and later provided
22 his attorney's detailed billing entries and descriptions with the attorney-client privilege
23 entries redacted. Judge Hascheff continues to assert providing communications with his
24 lawyer is not required as a condition precedent to exercising his right of indemnity as
25 provided below and more importantly would waive the privilege and would be extremely
26 imprudent given the pending malpractice action against him.

27 (3) Finally, the Court instructed the parties to address whether MSA section 40
28 included an ongoing obligation for judge Hascheff to provide notice of any malpractice

1 claim, action or proceeding. Judge Hascheff always intended to provide notice of any
2 proposed settlement of the underlying malpractice action assuming it proceeds that far
3 including notice should the malpractice action be set for trial.

4 *3. Ms. Hascheff's Assertions*

5 Mrs. Hascheff fundamentally claims that Judge Hascheff failed to notify her of
6 certain events preceding his written notice of indemnity on January 15, 2020. She further
7 claims that this constituted a breach of his implied duty of good faith and fair dealing and
8 his fiduciary duty to Ms. Hascheff. Finally, as a result of these claimed breaches she
9 asserts that Judge Hascheff is collaterally estopped and waived his right to indemnity.
10 See her Motion for Clarification or Declaratory Relief Regarding Terms of MSA and
11 Decree filed June 16, 2020 ("MSA Motion"), page 8; lines for 4 – 15 and her Reply in
12 Support of Motion for Clarification or Declaratory Relief Regarding Terms of MSA and
13 Decree filed July 13, 2020 ("Reply MSA Motion"), page 7 lines 1 – 17.

14 Without any proof whatsoever, Ms. Hascheff asserts Judge Hascheff intentionally
15 kept the Jaksick trust matter secret from her. Specifically, she asserts that he did not
16 notify her of his decision to retain counsel; the subpoena he received; the malpractice
17 complaint filed; attorney billings; whether his clients signed conflict waivers; the status
18 of the malpractice litigation; the underlying facts of the malpractice action; whether he
19 believes he is guilty of malpractice; and any legal advice from his attorney regarding the
20 malpractice action other matters.

21 The linchpin of Ms. Hascheff's claim(s) of a breach of the covenant of good faith
22 and fair dealing and fiduciary duty depend on whether Judge Hascheff had any duty to
23 provide notice of a potential claim, actual claim, the trust litigation and eventually the
24 filing of a malpractice complaint in December 2018. See MSA Motion page 3 lines 3 –
25 5; page 4 lines 9 – 28; page 5 lines 16 – 23; page 5 line 28; page 6 lines 1 – 19; page 9
26 lines 22 – 24; page 10 lines 1 – 15; page 11 lines 10 – 17; page 11 lines 26 – 28 and
27 page 12 lines 1 – 22; Reply MSA Motion page 3 lines 3 – 9; page 5 lines 24 – 28; page
28 6 lines 1 – 2; page 6 lines 22 – 28; page 7 lines 1 – 17; and page 8 lines 26 – 28. See

1 Ms. Hascheff's Opposition to Judge Hascheff's Motion for Order to Show Cause
2 ("Opposition OSC Motion") p.3 L 6-16; p.4 L 10-16; p.5 L 27-28; p.6 L1-27; p.7 L 4-20.

3 Ms. Hascheff's claim that judge Hascheff breached the covenant of good faith
4 and fair dealing and/or any fiduciary duty to her, thus forfeiting his right to indemnity
5 depend on whether a duty of notification is implied (i.e., written into the MSA by this
6 Court) as a condition precedent to his *contractual* right of indemnity.

7 *4. The Law regarding Contractual Indemnification*

8 *a. Indemnitee's Notice Only Required If Contract Mandates.* An indemnitee's
9 duty, if any, to provide notice to an indemnitor arises from the express and unambiguous
10 language of the indemnity agreement. See *In re RFC and RESCAP Liquidating Trust*,
11 332 F. Supp 3d 1101 (USDC Minn.2018); (an indemnitee need not provide notice where
12 the contract does not unambiguously require it); *Fontenot v. Mesa Petroleum Co.*, 791
13 F. 2^d 1221 (5th Cir. 1986) (where the indemnity agreement does not require notice courts
14 will **not** infer or insert a notice requirement as a condition precedent to a right to recover
15 on the indemnitee contract); *Premier Corp. v. Economic Research and Analysts, Inc.*
16 578 F. 2d 551, 554 (4th Cir. 1978) (notice is unnecessary unless the indemnity contract
17 requires it); *Tillman v. Wheaton Haven Recreation Association, Inc.*, 580 F. 2d 1222
18 (4th Cir. 1978) (no authority to support the proposition that notice to the obligor of the
19 claim of indemnity and an invitation to defend the same is a condition precedent to the
20 obligation of the obligor to indemnify the indemnitee); and *Boston and Maine R.R. v.*
21 *Bethlehem Steel Co.* 311 F. 2d 847 (1st Cir. 1963) (unless the agreement so specifies
22 neither Massachusetts nor any other court that we have been able to discover requires
23 an indemnitee to notify the indemnitor to come in and defend and that notice is a
24 condition precedent to liability); *Ultramed Inc. v. Beiersdorf-Jobst, Inc* 98 F. Supp 3d 609
25 (1998) (failure to give notice does not waive the right to indemnity).

26 The line of authority is clear. Courts will not imply notice is required when not
27 expressly and unambiguously required under the contract. To find otherwise creates a
28 de facto rewriting of the agreement and affects the substantial rights of the parties. As

1 the Hascheff MSA merged into the Decree of Divorce, the Court is precluded from
2 changing the parties' agreement in a way which affects their substantial rights. See NRS
3 125.150.7 and *Kramer v. Kramer*, 96 Nev. 759, 762–63, 616 P.2d 395, 397–98 (1980)
4 (district court lacked jurisdiction to modify a divorce decree's property distribution more
5 than six months after the decree was entered); *Royal Indemnity Co. v Special Service*
6 *Supply Co* 82 Nev. 148, 413 P.2d 500 (1966) (Court cannot insert or imply new terms
7 into an agreement).

8 As the authority above points out, in the absence of a specific contractual
9 provision, no obligation is imposed on an indemnitee to notify the indemnitor of a claim,
10 litigation or settlement. However, one subtle exception exists which only applies at the
11 settlement stage. If an indemnitee settles the claim without notifying the indemnitor, the
12 indemnitee must establish that the settlement was reasonable and in good faith. Further
13 courts generally hold that settlements are presumptive evidence of liability of the
14 indemnitee, but the amount of liability maybe overcome by proof from the indemnitor
15 that the settlement was unreasonable; that is unreasonable in amount and entered into
16 collusively or in bad faith; or the indemnitee was not reasonable in belief that he or she
17 had an interest to protect. See *Peter Culley and Associates v. Superior Court*, 13 Cal
18 Rptr. 2d 624, 632 – 33 (Ct. App. 1992); *Safeco Ins. Co. of America v. Gaubert*, 829
19 S.W.2d 274, 280 – 81 (Texas App 1992); *Salt Lake City School District v. Galbraith and*
20 *Greene, Inc.* 740 P. 2d 284, 287 (Utah Ct. App. 1997) (determining that an indemnitee
21 **settled** without giving notice to the indemnitor must prove its settlement was reasonable
22 by a preponderance of the evidence; however proof of payment and the indemnitee's
23 potential liability are not required to support a policy favoring settlement); *Nelson v Heer*
24 123 Nev.217, 163 P3d 420 (2007).

25 The above listed cases were cited by *Charlie Brown Construction, Inc. v. Hanson*
26 *Aggregates Las Vegas, Inc.*, 129 Nev. 1104 (May 31, 2013) 2013 WL 327 – 2508,
27 Doc.No. 58313, 58966, an unpublished decision. Nevada follows the general rule that
28 notice is not required at any time including settlement of the underlying claim but in the

1 case of a settlement requires some offer of proof by the indemnitee that his settlement
2 was in good faith and reasonable. The purpose of this rule is to prevent an indemnitee
3 using its claim of indemnity as an open checkbook requiring the indemnitor to pay 100%
4 of the claim without any notice as typically most indemnity provisions require the
5 indemnitor pay 100% of the judgment or settlement amount. This is clearly not the case
6 as Judge Hascheff possesses a vested interest in keeping the fees and costs as low as
7 possible and retaining counsel to avoid a judgment since he will be required to pay one-
8 half.

9 Finally, even when notice is contractually required, in order to defeat a claim of
10 indemnity, the contract must expressly state that notice is a condition precedent to
11 liability. However, failure to comply within the stipulated time for notice does not work a
12 forfeiture in the absence of prejudice unless the contract states that notice not only
13 constitutes a condition precedent but also that noncompliance without waiver or excuse
14 defeats recovery. See *State Farm Mut. auto Ins. Co. v. Cassinelli*, 67 Nev. 227, 216P.
15 2nd 606 (1950). The MSA did not include these mandatory terms.

16 Consistent with those rulings courts routinely hold that the indemnitor has no right
17 to question or demand information or proof that the indemnitee was negligent or not
18 negligent before an indemnitee is entitled to indemnification. See *Minton v. American*
19 *surety Co. of New York* 80 8P. 2nd 883 (Okla. 1939) (the indemnitee is entitled to recover
20 upon becoming liable and there is no requirement that such liability shall be judicially
21 determined as a prerequisite to an action on the indemnity contract). As a result of the
22 foregoing authority, Ms. Hascheff has no right to any discovery on conflict waivers, proof
23 that he was reasonably and concerned about a malpractice action being filed during or
24 after the trust litigation, or any other information as a condition to her obligation to
25 indemnify.

26 As the Court noted in its order, Judge Hascheff's fees incurred both in the trust
27 action and malpractice action are included in section 40. This finding is consistent with
28 a majority of jurisdictions including Nevada. Nevada is in accord with this majority rule.

1 See *Royal Indemnity Co. v. Special Service Supply Co.*, supra (court should give effect
2 to every word and should not insert or disregard the language used by the parties and
3 the court is not at liberty either to disregard words used by the parties, or to insert words
4 which the parties have not made or used and if one interpretation would lead to an
5 absurd conclusion such interpretation should be abandoned in favor of one which would
6 be in accordance with reason and probability). *Urban v. Acadian Contractors Inc.* 627 F
7 Supp 2d 699 (USDC Louisiana. 2007). See also *Enterprise Leasing Co. V. Barrios* 156
8 SW 3d 547, 549 (Tex. 2004).

9 Unless specifically required under contract, there is no notice requirement and
10 failure to provide notice cannot, as a matter of law, create a breach of the implied
11 covenant of good faith and fair dealing and/or any fiduciary duty. Issues of good faith,
12 fair dealing and/or fiduciary duties do not arise as a matter of law simply because the
13 indemnitee exercises its right to indemnity. See *Harvey v. United Pacific Ins. Co.* 109
14 Nev. 621, 856 he. 2d 240 (1993) (jury rejected the indemnitor's claims for bad faith,
15 breach of a fiduciary duty, breach of the implied covenant of good faith and fair dealing);
16 *Nelson v. Heer*, 123 Nev. 217, 163 P. 3d 420 (2007) (purchaser sued seller for breach
17 of the implied covenant of good faith and fair dealing for failure to disclose water damage
18 however the court determined because there was no contractual duty to notify or
19 disclose the same, there could be no breach of the implied covenant.). See also
20 *Whigham v. Barbara Boling Trust*, 129 Nev. 1162 (2013) WL 621854 Docket No 56942
21 unpublished disposition (court found that a fiduciary duty did not exist and therefore a
22 breach of the implied covenant of good faith and fair dealing was not breached because
23 no special element of reliance or fiduciary duty existed as a result only contractual
24 damages were available and since Ms. Boling was compensated for her contractual
25 damages there was no breach of a contractual implied covenant of good faith). See also
26 *Insur. Co. of the West v. Gibson Tile Inc.* 122 Nev. 455, 130 P. 3d 698 (2006) (no bad
27 faith as matter of law and fiduciary duty instruction is prejudicial and erroneous.)

28

1 Liability for bad faith is strictly tied to the implied in law covenant of good faith and
2 fair dealing arising out of an underlying contractual relationship, and when one party
3 performs a contract in a manner that is unfaithful to the purpose of the contract and the
4 justified expectations of the other party are denied damages may be awarded; *United*
5 *Fire Ins. Co. v. McClelland* 105 Nev. 504 780 P.2d 193 (1989); *Hilton Hotels Corp. v.*
6 *Butch Lewis Prods.* 107 Nev 226. 808 P.2d 919 (1991); *Geyson v. Securitas Sec.*
7 *Service USA, Inc.* 142 A. 3d 227, 237-8 (Conn. 2018). However, reasonable
8 expectations are determined by various factors and special circumstances that shape
9 these expectations. When one party to the contract deliberately contravenes the
10 intention and the spirit of the contract a breach may arise. However, bad faith means
11 more than mere negligence; it involves dishonesty. A covenant cannot be breached by
12 an honest mistake, bad judgment, or negligence. The covenant cannot be breached for
13 conduct amounting to a series of mistakes that were **not** the result of a corrupt or sinister
14 motive and absent a dishonest purpose a breach of the covenant is legally insufficient.
15 *Renown Health v. Holland and Hart LLP*, 437 P. 3d 1059, WL 15 30161 Docket No.
16 72039 (S. 2019WL 1530161 (S. Ct. April 5, 2019) unpublished disposition.

17 Fiduciary obligations of undivided loyalty and confidentiality impose substantially
18 more demanding duties than the implied covenants. The implied covenant of good faith
19 is not a fiduciary duty and narrower in scope than a fiduciary duty. See *Renown Supra*.

20 Finally, familial relationships may impose a fiduciary duty. However, Judge
21 Hascheff and Ms. Hascheff are **former spouses**. A fiduciary relationship is particularly
22 likely to exist when there is a family relationship, *Perry v. Jordan*, 111 Nev. 943, 947,
23 900 P.2d 335, 338 (1995). However, a mother-son relationship, standing alone, does
24 not establish a confidential relationship. *Liapis v. Second Judicial Dist. Court of State*,
25 282 P.3d 733, 128 Nev. Adv. Op. 39 (Nev. 2012). As former spouses, the law will not
26 impose no fiduciary duty on the parties, as they have no relationship.

27 As the authority above points out, contractual indemnity requires Mrs. Hascheff
28 to produce evidence of bad faith, sinister motive, etc. on the part of Judge Hascheff. To

1 date she has provided none. As a result, she has a contractual duty to indemnify Judge
2 Hascheff.

3 *b. Judge Hascheff Should Be Awarded Fees and Costs in This Matter.* As noted
4 above, an indemnitee is not 'held harmless' pursuant to an express or implied indemnity
5 agreement if it must incur costs and attorney's fees to vindicate its rights; See also
6 *Piedmont Equipment Co., Inc. v. Eberhard Mfg. Co.*, 99 Nev. 523, 528, 665 P.2d 256,
7 259 (1983) (indemnitee is not 'held harmless' pursuant to an express or implied
8 indemnity agreement if it must incur costs and attorney's fees to vindicate its rights.)
9 *Transamerica Premier Ins. Co. v. Nelson*, 110 Nev. 951, 878 P.2d 314 (Nev. 1994).
10 Although the Court already determined that Judge Hascheff is entitled fees and costs
11 incurred in the underlying trust action and malpractice action, Judge Hascheff
12 respectfully requests his fees and costs incurred in enforcing the indemnity in this action
13 consistent with the *Transamerica* and *Piedmont* case. Ms. Hascheff refused to pay one-
14 half the deductible under the malpractice policy. A decision otherwise renders the
15 indemnification meaningless and is clearly at variance with the holding in *Transamerica*
16 *and Piedmont*. It will cost him more to enforce the indemnity than the fees incurred in
17 the underlying action. Now that the deductible/retention amount is exhausted, the
18 insurance company is obligated to pay all additional costs and fees. See *Harvey v.*
19 *United Pacific Ins. Co.* 109 Nev. 621, 856P. 2d 240 (1993) (indemnitee includes all
20 costs and fees incurred in enforcing the indemnitee's rights under the indemnity
21 agreement); *Lund v. 8th Judicial District Court, County of Clark* 127 Nev. 358, 255P.
22 3rd 280 (2011) (defendant is permitted to defend the case and at the same time assert
23 his right of indemnity against the party ultimately responsible for the damage; indemnity
24 is restitutionary in nature and the indemnitee is not made whole unless it recovers the
25 costs and fees in enforcing the indemnity). *Designers, Inc* 127 Nev. 331, 338, 255 P. 3d
26 268 (2011).

27 The Nevada Supreme Court has made it clear contractual indemnities are not
28 subject to equitable considerations rather it is enforced in accordance with the terms of

1 the parties agreement see *United Rentals Highway Techs v. Wells Cargo* 128 Nev. 666,
2 289 P. 3d 221 (2012) citing *Reyburn Lawn and Landscape and Doctor's Co. v. Vincent*.
3 120 Nev. 644, 654, 98 P.3d 681 (2004).

4 In summary, Judge Hascheff fails to receive the benefit of his bargain with regard
5 to the indemnity clause contained in the MSA if he is forced to bear the attorney fees
6 incurred to enforce the indemnity clause. That flies in the face of the policy behind an
7 indemnity clause.

8 AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby
9 affirm that the preceding document does not contain the social security number of any
10 person.

11 Dated: December 17, 2020.

12 The Law Office of
13 Todd L. Torvinen, Chtd.

14 /S/ Todd L. Torvinen
15 Todd L. Torvinen, Esq.

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EXHIBIT INDEX

- Exhibit 1 Letter of January 15, 2020
- Exhibit 2 Email of February 5, 2020
- Exhibit 3 Email of March 1, 2020
- Exhibit 4 Email of April 20, 2020
- Exhibit 5 Letter of May 29, 2020
- Exhibit 6 Emails of January 24 & 26, 2020

EXHIBIT "1"

EXHIBIT "1"

Lynda

I WAS sued by a client
for malpractice. The case is
on going.

The attorneys invoice ~~is~~ is enclosed.

Section 40 of the Settlement
agreement requires you must
pay 1/2 the fees & costs. I don't
believe its fair that I pay the
whole bill. I paid off the balance
so I need you to send me a check
for \$200.90 by Jan. 24 & I'll send you
any additional INVOICES

P.t. EXH 1

P.O. Box 1383
Reno NV. 89510

WYNDY HOSCHKE
905 PINE RIDGE
Reno NV. 89509



LEMONS,
GRUNDY &
EISENBERG

experience • results

October 23, 2019

Attorneys at Law

6005 Plumas Street

Third Floor

Reno, NV 89519

T: 775.786.6868

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Edward J. Lemons

David R. Grundy*

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Alice Campos Mercado

Douglas R. Brown

Todd R. Alexander

Caryn S. Tijsseling

Dane A. Littlefield

Sarah M. Molleck

* OF COUNSEL

PERSONAL & CONFIDENTIAL

Honorable Pierre Hascheff
Reno Justice Court, Dept. 6
One South Sierra Street
Reno, Nevada 89501

**Re: Hascheff, Pierre re: Allied World
\$10,000 deductible
Our File No. 52.8603**

Dear Judge Hascheff:

Enclosed is our reminder statement for costs advanced and services rendered in connection with the above-referenced matter. I trust you will find the statement in order and will place it in line for payment.

Due to the large number of checks we receive each month, it would be very helpful if you would include your account number on your check.

Sincerely,



Todd R. Alexander

TRA/sgd
Enclosure

L
G
E

WWW.LGE.NET

AA 1177

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

Page: 1
 08/27/2019
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 8

ATTN: Andy Kenney

REMINDER BILL

Hascheff, Pierre re: Allied World
 2018018714

PREVIOUS BALANCE \$11,851.80

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
10/10/2018	1	1,300.00	1,300.00
11/08/2018	3	150.00	150.00
12/07/2018	4	2,150.00	2,150.00
02/13/2019	6	826.80	826.80
03/11/2019	7	7,425.00	7,425.00
			11,851.80

03/25/2019	Payment - Thank you Allied World	-1,300.00
03/25/2019	Payment - Thank you Allied World	-150.00
04/08/2019	Payment - Thank you PAH Limited LLC	-1,000.00
04/16/2019	Payment - Thank you Allied World	-1,050.00
05/16/2019	Payment - Thank you PAH LIMITED II LLC	-1,000.00
	TOTAL PAYMENTS	-4,500.00

BALANCE DUE \$7,351.80

<u>FEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
11,850.00	1.80	0.00	4,500.00

Handwritten:
 11851.80
 - 2500

 9351.80 ÷ 2
 = 4675.90

Handwritten: 11851.80 - 1450.00 = 10401.80

Handwritten:
 x 50%

 5200.90
 Lynda 1/2

\$7,351.80

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World *(Malpractice Ins. Co.)*
 BILL THROUGH SERENGETI

Page: 1
 10/23/2019
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 10

ATTN: Andy Kenney
Insur. adjuster

REMINDER BILL

Hascheff, Pierre re: Allied World
 2018018714

PREVIOUS BALANCE \$7,351.80

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
02/13/2019	6	826.80	1.80
03/11/2019	7	7,425.00	7,350.00
			<u>7,351.80</u>

10/18/2019 Payment - Thank you PAH Limited LLC -1,000.00

BALANCE DUE \$6,351.80

<u>FEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
11,850.00	1.80	0.00	5,500.00

*Attys Fees
 For legal malpractice
 claim*

*paid cr \$ 2,300
 12/8/19*

\$6,351.80

EXHIBIT "2"

EXHIBIT "2"

From: Pierre Hascheff pierre@pahascheff.com
Subject: Re: Attached Image
Date: Feb 5, 2020 at 4:41:58 PM
To: Lucy Mason lucy.masonsena@yahoo.com

You now have everything you requested. Time entries include narratives which include attorney-client communications. I am not waiving the attorney-client privilege.

There is no response to the complaint. The malpractice litigation is on hold until the underlying case is completed.

When I received the subpoena there was a concern that a malpractice action would follow so I immediately retained a lawyer through the insurance company. I was deposed for over two days and I was a witness at trial for two more days. There were countless meetings prior to the deposition in and the trial with my lawyer. My lawyer attended all sessions

As you know there is no breach of a fiduciary duty. This is a straight contract and indemnity agreement and there is nothing in the section that requires any notice. In fact Lynda benefits because I've been making the payments and she received an interest free loan. Even if she was notified there's nothing she could do to change the outcome. I've been sued and if I don't retain counsel to represent my interests then we would have bigger problems if they were able to get a judgment against me which requires Lynda to pay half.

Originally I thought I might just pay the bill and be done with it because The litigation would be completed in short order but it hasn't worked out that way. The litigation is continuing and they will be more bills.

There's nothing in the agreement requires that you receive any of the requested documents only that I prove that I paid the bill which I have. I only provided them to you so that we can just move on and with reservation of all rights and without prejudice. These documents other than the invoices and payments do not change the indemnity agreement and the liability. As you know there's an attorney fees provision to

EXH 2

enforce the agreement and that means she will be responsible for attorneys fees.

You should know that there is a error in the calculation the amount owed is \$9351.80 and 50% of that amount is \$4675.90. We need to have this resolved no later than February 24, 2020

Sent from my iPad

On Feb 5, 2020, at 2:34 PM, Pierre Hascheff <pierre@pahascheff.com> wrote:

Endorsement number five and correspondence

Sent from my iPad

EXHIBIT "3"

EXHIBIT "3"

From: Pierre Hascheff pierre@pahascheff.com
Subject: Indemnity
Date: Apr 20, 2020 at 12:12:25 PM
To: Shawn Meador smeador@woodburnandwedge.com
Cc: Todd@Toddlorvinenlaw.com

Exh. 3

I trust you now have had an opportunity to review the documents Lucy sent you.

In the meantime I have engaged Todd Alexander my malpractice defense attorney to respond to your allegations concerning the malpractice action. I have also engaged Todd Torvinen to represent me should we have to enforce the settlement agreement in Family Court and seek contempt proceedings. I have previously notified you pursuant to the settlement agreement any costs incurred including attorneys fees in enforcing the indemnity agreement will be assessed against your client for failure to honor her obligations under the agreement. I have given you an opportunity to resolve this matter without incurring fees and costs but this option has been declined.

The terms of the indemnity in the agreement are clear and unambiguous and your response to my request for payment in my opinion is only to gain leverage and delay the payment. As you know a delay in payment will only accrue statutory interest. Your demand for documentation which contain attorney-client privilege information as a condition to indemnity and payment is also additional evidence that your claims are without merit. See also NRCP 16.21

This duty to indemnify arises from the contractual language and is not subject to equitable considerations and will be enforced in accordance with its terms like any other contract. The basis for indemnity is restitution and the indemnitee is not held harmless pursuant to the agreement if he must incur costs and fees to vindicate his rights irrespective of the outcome in the underlying litigation. That's why Courts will award costs and fees not only in defending the malpractice action but also enforcing the terms of the indemnity agreement.

Courts also routinely reject any claims by the indemnitor for bad faith, breach fiduciary duty, breach of the implied covenant of good faith and fair dealing or punitive damages because those claims have no merit in this context. Any such instruction to the jury has been deemed wrong and prejudicial. To suggest somehow a fiduciary duty exists is not appropriate in this context. Nor is it appropriate in other situations such as buyer, landlord or other contractual indemnity claims.

Similarly indemnity claims are generally brought after the underlying litigation is concluded or substantially concluded and no prior notice was given to the indemnitor of the underlying claim. The Indemnitor simply defends the action and then tenders the claim for indemnity and payment irrespective of the outcome. This can be years after the underlying litigation is concluded.

I am willing to take payments of \$1500.00 a month to resolve this matter now without further costs. Please let me know your response within 10 days

Sent from my iPad

EXHIBIT "4"

EXHIBIT "4"

From: Pierre Hascheff pierre@pahascheff.com
Subject: Indemnity
Date: Mar 1, 2020 at 11:57:43 AM
To: Shawn Meador smeador@woodburnandwedge.com

I was informed by Lucy Mason that I need to contact you regarding my reimbursement for attorneys fees and costs incurred pursuant to section 40 of the settlement agreement dated September 1, 2013. The amount owed to date by Lynda is \$4675.90. I provided all the documentation that Lucy requested which I assume you have which includes the billing invoices. I intend to enforce the settlement agreement because I've been sued for malpractice. A subsequent action or set off is necessary because Lynda has refused to indemnify me pursuant to section 40. We can avoid this action by her simply making the payment referenced above within 10 days of this notice. If the payment is not made within this 10 day I will proceed accordingly.

Thank you for your consideration in this matter.

Sent from my iPad

EXH 4

From: Pierre Hascheff pierre@pahascheff.com
Subject: Re: Indemnity
Date: Mar 2, 2020 at 2:47:09 PM
To: Shawn Meador smeador@woodburnandwedge.com

It will be quicker to get the documents from Lucy. Took me a lot of time to locate the documents and make the copies. I don't have that kind of time now to go back and do it all again.

I've already sent correspondence to Lucy explaining the delay. There has been absolutely no prejudice for notifying her after the underlying litigation was mostly concluded. There was absolutely nothing you or anyone could do during the underlying litigation. Also it is common practice to require a lawyer in the underlying litigation to testify first and determine if any errors were made then file a malpractice action. To suggest that I should be deposed for three days and a witness at trial for two days without the benefit of the lawyer to protect our interest and avoid a malpractice claim is simply foolish. The threat of malpractice was a common thread throughout the litigation. My lawyer was there to provide a defense for the pending malpractice action.

The time entries contain attorney-client communications. I am not going to waive the privilege. Lucy has all of the invoices showing what the insurance company paid. I believe it was only \$2500 the rest I had to pay. The information Lucy has is all you need to evaluate the claim. The indemnity agreement is very broad and does not say that the fees and costs must be incurred after the malpractice case is filed.

Sent from my iPad

On Mar 2, 2020, at 8:37 AM, Shawn Meador
<smeador@woodburnandwedge.com> wrote:

Pierre

EXHIBIT "5"

EXHIBIT "5"

**THE LAW OFFICE OF
TODD L. TORVINEN**

CHARTERED

232 COURT STREET RENO, NEVADA 89501
PHONE: (775) 825-6066 FAX: (775) 324-6063
E-MAIL: todd@toddltorvinenlaw.com

Certified Public Accountant (NV)
Certified Estate Planning Law Specialist (EPLS)

May 29, 2020

Via RCMS

Shawn B. Meador, Esq.
Woodburn and Wedge Attorneys
6100 Neil Rd., Suite 500
Reno, NV 89511

Re: Hascheff MSA Indemnity Clause

Dear Mr. Meador:

I write on behalf of my client, Judge Hascheff. Enclosed please find the redacted billing statements from Todd Alexander, Esq., who represents Judge Hascheff regarding the malpractice action. Judge Hascheff previously provided these billing statements to Lucy Mason, Lynda Hascheff's sister. Also enclosed please find Mr. Alexander's Declaration dated April 10, 2020, generally explaining the need for counsel given the real threat and close in time filed malpractice action. The Declaration also describes the significant legal services required in light of the gravity of the threat and the malpractice action.

It is my understanding that on February 5, 2020, Mr. Hascheff emailed your client's sister, Lucy Mason (also an attorney) the: (1) canceled checks for the payment of attorney fees related to the malpractice action, (2) the endorsement number showing malpractice tail coverage, (3), the actual policy and the tail coverage, (4) correspondence between him and the carrier's adjuster, (5) the Hascheff Marital Settlement Agreement, and (6) the 40 page subpoena demanding production of estate planning documents and other documents related to his estate planning advice. I also understand that at or near the same time in early February, Mr. Hascheff emailed Lucy Mason a copy of the malpractice complaint against him filed on December 26, 2018. I further understand that you received those documents.

Judge Hascheff forwarded his email to you dated March 1, 2020, invoking the 10-day notice and the required information triggering liability for attorney fees incurred for enforcement pursuant to Section 35.2 of the MARITAL SETTLEMENT AGREEMENT dated September 1, 2013 ("MSA"). You are probably also aware that MSA Section 40

EXH 5

Shawn Meador, Esq.
May 26, 2020
Page 2

specifically requires your client to indemnify Mr. Hascheff for "one half (1/2) the costs of any defense and judgment" relating to a malpractice action.

In the March 1, 2020, email to you, Mr. Hascheff indicated as of that date, one half (1/2) of the attorney fees incurred related to the malpractice defense due from Lynda amounted to the sum of \$4675.90. Since March 11, 2020, Mr. Hascheff has incurred fees with my office related to enforcement of Section 40 which now total \$1687.50. As a result, under the terms of the MSA, your client owes the sum of \$6363.40 (\$4675.90 + \$1687.50) to Judge Hascheff. This does not include Mr. Alexander's fees and costs not yet billed in preparation of the Declaration and other time related to the malpractice action.

Hopefully, your client has interest in resolving this matter now. Judge Hascheff is willing to accept payments of \$1500 per month commencing June 15, 2020, until fully paid. Note that Judge Hascheff is also willing to waive interest accrual on the balance due to which he is entitled under NRS 99.040 as an accommodation to your client if your client accepts the terms described above.

Judge Hascheff requests your client's response to me within 10 days of the date of this letter. If necessary, Judge Hascheff will seek enforcement of the MSA indemnity provision thereafter. Thank you for your professionalism and your courtesy in advance.

Respectfully,


Todd L. Torvinen, Esq.

Enclosures

Note: This writing contains an offer in compromise under NRS 48.105. As a result, it may not later be used as prohibited specifically by NRS 48.105.

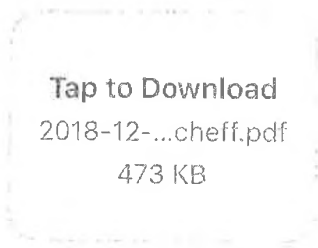
AA 1191

EXHIBIT "6"

EXHIBIT "6"

From: Pierre Hascheff pierre@pahascheff.com
Subject: 2018-12-26 Complaint Jaksick v. Hascheff.pdf
Date: Jan 24, 2020 at 11:36:47 AM
To: Lucy Mason lucy.masonsena@yahoo.com

Here you go. Please let me know when I can expect payment. Hope all is well



*JPSICK
complaint*

Sent from my iPad

Exh. 6

From: Pierre Hascheff pierre@pahascheff.com
Subject: Re: Attached Image
Date: Jan 29, 2020 at 9:29:14 AM
To: Lucy Mason lucy.masonsena@yahoo.com

Please let Lynda know I dropped your check in the mail on Monday so she should get it before February 1. Thank you

Sent from my iPad

On Jan 26, 2020, at 4:07 PM, Lucy Mason
<lucy.masonsena@yahoo.com> wrote:

Pierre - I will discuss with Lynda and be back in touch.

Lucy

Sent from Yahoo Mail for iPhone

On Sunday, January 26, 2020, 7:59 AM, Pierre Hascheff <pierre@pahascheff.com>
wrote:

Here's a copy of the Page requiring reimbursement for attorneys fees and costs. I do not have Lynda's new email. So I'm forwarding these documents to you. If that's a problem let me know

Sent from my iPad

1 SHAWN B MEADOR
2 NEVADA BAR NO. 338
3 WOODBURN AND WEDGE
4 6100 Neil Road, Suite 500
5 Post Office Box 2311
6 Reno, Nevada 89505
7 Telephone: (775) 688-3000
8 Facsimile: (775) 688-3088
9 smeador@woodburnandwedge.com

10
11 IN THE FAMILY DIVISION
12
13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
14
15 IN AND FOR THE COUNTY OF WASHOE

16 PIERRE A. HASCHEFF,
17
18 Plaintiff,

19 v.

20 LYNDA L. HASCHEFF,
21
22 Defendant .

CASE NO. DV13-00656

DEPT. NO. 12

23 **DEFENDANT LYNDA HASCHEFF'S HEARING STATEMENT**

24 Defendant, by and through her counsel, Woodburn and Wedge, files this Hearing
25 Statement in advance of the hearing scheduled for December 21, 2020 at 9:00 a.m.

26 **I. INTRODUCTION**

27 Defendant, Lynda Hascheff, (hereafter "Ms. Hascheff"), filed a Motion for
28 Clarification or Declaratory Relief Regarding Terms of MSA and Decree ("MSA Motion") on
June 16, 2020. Plaintiff, Pierre Hascheff, (hereafter "Judge Hascheff"), filed his Opposition to
MSA Motion on July 6, 2020. Ms. Hascheff filed her Reply in Support of MSA Motion on
July 13, 2020 and the matters was submitted to the court. This Court ordered that a hearing be
set for the MSA Motion, and a Notice of Setting was entered on September 17, 2020 setting
this matter for hearing on December 21, 2020.

1 **II. SUMMARY OF ARGUMENT**

2 Ms. Hascheff incorporates by reference herein the Motion For Clarification or
3 Declaratory Relief Regarding the Terms of the MSA and Decree and related pleadings on file.

4 **III. MOTION IN LIMINE TO EXCLUDE PLAINTIFF PRESENTING EVIDENCE**
5 **FROM TODD ALEXANDER**

6 Ms. Hascheff moves this Court pursuant to NRCP 16.2, NRCP 50.275, and this
7 Court’s inherent authority to control the proceedings over which it presides for an order
8 excluding Todd Alexander as a witness in this case. Mr. Alexander was only recently
9 disclosed by Plaintiff as a witness.

10 On December 16, 2020, Judge Hascheff filed a Disclosure of Witnesses naming Todd
11 Alexander as a witness. The disclosure states that Todd Alexander will “testify regarding the
12 relationship between the underlying trust action and malpractice claim.” This disclosure was
13 filed under the “Disclosure of Expert Witness category,” yet fails to comply with the rules of
14 designation of expert witnesses.

15 Mr. Alexander is Judge Hascheff’s personal attorney in the underlying trust action and
16 malpractice action,¹ which resulted in this instant matter. He has refused to disclose
17 documents from that underlying action and made his position very clear that he was hired to
18 represent Judge Hascheff’s interests alone. Mr. Alexander should be precluded from testifying
19 as an expert witness in this matter. Similarly, he should be precluded from testifying as
20 percipient witness in this matter about any facts or circumstances that he failed and refused to
21 disclose in discovery.

22 **A. General Standard Regarding Motions in Limine**

23 The purpose of a motion in limine is to determine the admissibility of evidence at the
24 outset of trial. *Luce v. United States*, 469 U.S. 38, 40 n. 2, 105 S. Ct. 460, 462 n.2 (1984); see
25
26
27

28 ¹ The malpractice action has been stayed and nothing is happening in that matter at this time.

1 also *Born v. Eisenman*, 114 Nev. 854, 962 P.2d 1227 (1998). Pretrial motions are useful tools
2 to resolve issues which would otherwise “clutter up” the trial...” *Palmerin v. City of*
3 *Riverside*, 794 F.2d 1409, 1413 (9th Circ. 1986).

4 Such motions are brought in order to suppress evidence which is either not competent
5 or is improper. In Nevada, it has been held that the “trial court is vested with broad discretion
6 in determining the admissibility of evidence.” *State ex rel. Dept. of Highways v. Nevada*
7 *Aggregates & Asphalt Co.*, 92 Nev. 370, 376, 551 P.2d 1095, 1098 (1976)..

8

9 **B. Expert Witness Standard**

10 NRCP 16.2(e)(3)(A) requires a party to disclose the identity of any person who may
11 be used at trial to present evidence under NRS 50.275, 50.285, and 50.305. NRCP
12 16.2(e)(3)(B) requires that a party who retains or specially employs a witness to provide
13 expert testimony in the case must deliver to the opposing party a written report prepared and
14 signed by the witness within 60 days of the close of discovery. The report must contain a
15 complete statement of all opinions to be expressed and the basis and reasons therefor, the data
16 or other information considered by the witness in forming the opinions, any exhibits to be
17 used as a summary of or support for the opinions, and the qualifications of the witness. These
18 rules are in place to provide the opposing party their due process rights, to know what claims
19 will be sought to be made through an expert and be given a reasonable chance to respond.
20

21 Judge Hascheff, while filing his witness designation in the category of Expert Witness
22 has completely failed to comply with the standard required for disclosure of experts. His
23 designation is untimely, no report has been filed, nor has he provided a complete statement
24 regarding the opinions of Mr. Alexander to be expressed and the basis therefor. No CV or
25 resume has been provided to determine his qualifications to testify as an expert.
26

27 Ms. Hascheff’s multiple requests for documents and information regarding the trust
28 action and malpractice claim from Judge Hascheff and Mr. Alexander were denied. Mr.

1 Alexander claimed there was no legal obligation to provide information or documents, and
2 that any documents or information were covered by attorney-client privilege. Now, it appears
3 that Judge Hascheff intends for Mr. Alexander to testify as an expert about those very items.
4 That position is preposterous and entirely against the requirement that an expert must disclose
5 all of the underlying information and documents relied upon by the expert. *See* NRC
6 16.2(e)(3)(B). Mr. Alexander cannot possibly offer his opinion about a certain issue yet claim
7 the bases for that very opinion is a secret.
8

9 There is a long-standing and well-founded public policy determination that Nevada
10 courts do not condone trial by ambush. Pierce Lathing Co. v. ISEC, Inc., 114 Nev. 291, 296
11 (1998) (“*trial by ambush will not be tolerated and such tactics ay warrant sanctions in the*
12 *future*”); Smartt v. State, 281 P.3d 1219, 2009 WL 1490682 *2 (Nev. 2009) (*failure to require*
13 *expert disclosure with reports and back-up documentation leads to trial by ambush*). To put a
14 stop to Judge Hascheff’s trial by ambush, his expert witness must be excluded.
15

16 To testify as an expert witness under NRS 50.275, the witness must satisfy the
17 following three requirements: (1) he or she must be qualified in an area of “scientific,
18 technical or other specialized knowledge” (the qualification requirement); (2) his or her
19 specialized knowledge must “assist the trier of fact to understand the evidence or to determine
20 a fact in issue” (the assistance requirement); and (3) his or her testimony must be limited “to
21 matters within the scope of [his or her specialized] knowledge” (the limited scope
22 requirement). Hallmark v. Eldridge, 124 Nev. 492, 498, 189 P.3d 646, 650 (2008).
23

24 The witness designation claims that Mr. Alexander will testify “regarding the
25 relationship between the underlying trust action and malpractice claim.” This does not appear
26 to be either “scientific, technical, or specialized knowledge” that would assist the trier of fact
27 to understand the evidence or to determine a fact in issue in this matter. *See* NRC 50.275. It
28 does not provide any breath or depth as to Mr. Alexander’s anticipated opinions. This court,

1 presumably, does not need assistance understanding the law, nor to have Judge Hascheff's
2 lawyer in the underlying trust and malpractice action educate her about legal issues or
3 malpractice actions. Mr. Alexander's purported testimony, therefore, simply fails to qualify as
4 to that which an expert could testify on, and therefore should be precluded.

5
6 Given that Judge Hascheff's designation of Mr. Alexander fails to meet the standard
7 required to designate an expert, Mr. Alexander can, therefore, only qualify as a percipient
8 witness in this matter. His purported testimony as a percipient witness should be precluded.

9 **C. Todd Alexander Should Be Precluded from Testifying As A Percipient**
10 **Witness**

11 Absent a court order or written stipulation of the parties, a party must not be allowed
12 to call a witness at trial who has not been disclosed at least 45 days before trial. NRCPC
13 16.2(e)(4). The hearing on Ms. Hascheff's motion is mere days away. There can be no
14 possible argument made that Judge Hascheff was unaware of Mr. Alexander, the testimony he
15 may provide, or Judge Hascheff's intention to call him as a witness in this matter. He should,
16 therefore, have disclosed Mr. Alexander at the first available opportunity and afforded Ms.
17 Hascheff her due process rights.

18
19 Mr. Alexander made sweeping, generalized characterizations about the underlying
20 action, yet refused to provide any documentation to back up such statements. He
21 unequivocally stated that he represents Judge Hascheff and that his professional duty runs
22 solely to Judge Hascheff. Mr. Alexander declared under penalty of perjury that Judge
23 Hascheff was clearly at risk of a substantial, potentially multimillion-dollar damage award.
24 He concluded that it was prudent for the Judge Hascheff to retain counsel as the information in the
25 multi-page subpoena was clearly aimed at undermining his estate plan, which could lead to a
26 malpractice action. *See* Declaration of Todd Alexander, attached hereto as Exhibit "1."
27

1 Ms. Hascheff has repeatedly sought information regarding the bases for these beliefs,
2 yet all requests have been refused. *See* Correspondence dated June 2, 2020, from Ms.
3 Hascheff to Judge Hascheff, attached hereto as Exhibit “2.” In a further attempt to obtain the
4 documents, information, facts, or circumstances that led Mr. Alexander to reach such
5 conclusions, Ms. Hascheff sent the correspondence dated June 11, 2020, attached here to as
6 Exhibit “3.” All requests have been denied.
7

8 Ms. Hascheff should not have to blindly trust her former husband’s word that all costs
9 and fees incurred were related to a suit against him for malpractice. Nor should she be
10 ambushed at a hearing with that very information from the source who refused to provide it
11 previously. Mr. Alexander insists that underlying facts of the case, his strategy and analysis of
12 Judge Hascheff’s potential liability and the advice he gave to Judge Hascheff is confidential
13 and cannot be disclosed. He should not, therefore, be permitted to offer his characterization,
14 opinions, and speculation about such matters at the hearing. Ms. Hascheff and this Court are
15 entitled to know and understand the facts on which he bases his opinions. Mr. Alexander, as
16 Judge Hascheff’s attorney in the underlying action, should not be permitted to deny all
17 requests for information, claim attorney-client privilege, yet come to this hearing and testify
18 about those very same matters as a percipient witness.
19

20 He is not an expert witness and should not be permitted to circumvent the rules to
21 testify as a percipient witness, using his role as Judge Hascheff’s lawyer as a shield one
22 minute and a sword the next.
23

24 **IV. CONCLUSION**

25 Judge Hascheff’s disclosure is fatally deficient under the applicable rules of civil
26 procedure. For reason set forth herein, and at any oral argument entertained by this Court, Ms.
27 Hascheff’s Motion in Limine should be granted, and Judge Hascheff’s witness precluded from
28 testifying in this matter, either as an expert or percipient witness.

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Affirmation Pursuant to NRS 239B.030

The undersigned affirms that this document does not contain the personal information of any party.

DATED this 18th day of December 2020.

WOODBURN AND WEDGE

By Ronaki McKelly #14555 for
Shawn B. Meador
Attorneys for Defendant
Lynda L. Hascheff

CERTIFICATE OF SERVICE

Pursuant to NRCp 5(b), I certify that I am an employee of the law offices of Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over the age of 18 years, and that I served the foregoing document(s) described as:

Defendant Lynda Hascheff's Hearing Statement

on the party set forth below by:

- Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.
- Personal delivery.
- Second Judicial E flex
- Federal Express or other overnight delivery.

addressed as follows:

X Todd L. Torvinen, Esq.
232 Court Street
Reno, NV 89501

The undersigned affirms that this document contains no social security numbers

Dated this 8 day of December, 2020



Kelly Albright

EXHIBIT LIST

<u>Exhibit #</u>	<u>Description</u>	<u>No. of Pages</u>
1	Declaration of Todd Alexander	2
2	Correspondence dated June 2, 2020	4
3	Correspondence dated June 11, 2020	2

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Jacqueline Bryant
Clerk of the Court
Transaction # 8211811 : sacordag

EXHIBIT 1

DECLARATION OF TODD R. ALEXANDER, ESQ.

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, TODD R. ALEXANDER, hereby declare the following under the penalty of perjury:

1. I am an attorney and partner at Lemons, Grundy & Eisenberg, licensed in the State of Nevada and in good standing, and I represent Pierre Hascheff ("Hascheff").

2. I was retained by Hascheff once he received a multi-page subpoena requesting any and all documents, correspondence, communications etc. with respect to his estate planning and related advice to Samuel Jaksick and related parties.

3. It was prudent on Hascheff's part to retain counsel immediately because the information requested clearly was aimed at undermining his estate plan and advice which could lead to a malpractice action depending on the jury verdict.

4. It was clear that Hascheff was being accused of malfeasance and mishandling the Jaksick estate, resulting in certain beneficiaries receiving less of what they perceived was their share of the estate.

5. There was also a possible claim by another beneficiary that Hascheff provided incorrect advice to that beneficiary which could result in said beneficiary being sued by his brother and sister with a substantial damage claim against him.

6. Hascheff was clearly at risk depending on the outcome of the underlying litigation.

7. There were two days of depositions and two days of trial testimony, not to mention countless meetings with various attorneys to protect Hascheff's interests.

8. The fees and costs incurred in this case were necessary and reasonable to protect Hascheff's interests. An adverse result to Hascheff could have resulted in a multi-million dollar claim against him outside the coverage limits of his applicable insurance policy.

9. It should be noted that malpractice actions are not typically filed until the conclusion of the underlying litigation to determine whether the attorney is guilty of malfeasance and/or negligence. The underlying Jaksick estate litigation is still ongoing.

LEMONS, GRUNDY
& EISENBERG
5005 PLUMAS ST.
THIRD FLOOR
RENO, NV 89519
775) 786-6868

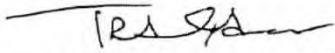
1 10. The time entries and description of the work conducted by my firm included in
2 my billing invoices to Hascheff contain attorney-client privileged information. Certain entries
3 do not include attorney-client information and therefore can be provided with privileged
4 information redacted. These detail time entries can be provided without prejudice and waiver
5 of the privilege. It is my understanding Hascheff has already provided only our billing
6 summaries to you.

7 11. Any correspondence between Hascheff and my firm is protected by attorney-
8 client privilege and will not be produced. Similarly, any correspondence and all
9 communications between my firm and Jaksicks' attorneys are also privileged and/or
10 confidential and will not be produced.

11 12. The time and work in preparing this affidavit and related work is related to the
12 malpractice action and will be billed accordingly.

13 13. I declare under penalty of perjury the foregoing is true and correct.

14 Dated: this 10th day of April, 2020.

15 
16 _____
TODD R. ALEXANDER, ESQ.

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25 LEMONS, GRUNDY
& EISENBERG
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EXHIBIT 2



June 2, 2020

VIA Email & Regular USPS Mail

todd@toddltorvinenlaw.com

Law Office of Todd L. Torvinen
Todd L. Torvinen, Esq.
232 Court Street
Reno, NV 89501

Re: Hascheff MSA/Fiduciary Duties

Dear Mr. Torvinen:

I am in receipt of your letter of May 29, 2020, in which you repeat the demands Judge Hascheff's previously made. Unfortunately, from my perspective, you elected not to address the issues and concerns raised in my email of April 20, 2020.

I would note that Mr. Alexander did address some of my concerns indirectly in his Declaration dated April 10, 2020, which you included in your letter of May 29, 2020. Given that Mr. Alexander's declaration was signed ten days prior to my email, it was clearly not written to address the concerns raised in my April 20, 2020, email and projects that all of the fees my client has incurred in attempting to obtain basic information to allow her to make thoughtful decisions was just a waste of time and money and that Judge Hascheff was simply trying to create evidence for future motion practice.

In his declaration, however, Mr. Alexander unequivocally states that he represents Judge Hascheff and that his professional duty runs solely to Judge Hascheff. He asserts that there is an attorney client privilege between him and Judge Hascheff that shields him from disclosing information to my client, such as discussions he had with Judge Hascheff about his risk of liability. At the same time, however, you insist that Ms. Hascheff must pay half of his bill for those discussions and his advice. Mr. Alexander, in fact, incredibly suggests that his election to involve himself in the dispute between our clients regarding the Marital Settlement Agreement and Decree of Divorce is, in some way, related to the defense of the malpractice action. While I disagree, it reflects that Ms. Hascheff may not rely on Mr. Alexander to protect her interests in connection with the malpractice litigation, but instead will need her own lawyer.

Judge Hascheff insists that any liability arising out of the malpractice claim is a joint or community debt for which Ms. Hascheff is equally responsible. I am unaware of any legal theory or basis on which Judge Hascheff could claim that he has the unilateral right to make all litigation decisions regarding this alleged joint or community obligation. Similarly, I am

Todd Torvinen, Esq.
June 2, 2020
Page 2



unaware of any authority that would support his claim that he may keep the facts and legal advice he received, on which he based his litigation decisions, a secret from Ms. Hascheff, but that Ms. Hascheff must pay half of this legal fees for obtaining the advice. If you are aware of such authority, I would be more than happy to review and evaluate the authority you cite.

This is particularly troubling in light of the opinions asserted in paragraphs 3, 4, 5, 6, 7 and 8 of Mr. Alexander's Declaration. What specific facts support his sworn conclusions that Judge Hascheff was clearly at risk of substantial, potentially multimillion-dollar damage award? Judge Hascheff is only clearly at risk of such damages if there are facts that suggest he breached his professional obligation and failed to exercise the requisite standard of care, and as a result a person to whom he owed professional duties was proximately harmed by his breach of duty. Is Mr. Alexander suggesting that such facts exist?

I would also note that the malpractice complaint alleges (I obviously have no knowledge if allegations are accurate) that Pierre represented Todd Jaksick individually and as trustee and beneficiary of his father's trust, that he represented Sam Jaksick, perhaps the trust itself and Todd's family trust. The potential conflicts of interest jump off the page. Did Judge Hascheff obtain written conflict waivers?

Ms. Hascheff cannot possibly evaluate whether Judge Hascheff's decision to retain counsel to represent him in connection with collateral litigation was "prudent" and in her best interest without knowing the facts and risks. In breach of his fiduciary duty, Judge Hascheff did not afford her the courtesy of providing her with this information. Rather, he unilaterally made all decisions and then sent her a bill, while insisting he had every right to keep everything secret from her. He did so for at least a year and potentially much longer.

I would note that the malpractice insurance company has determined that it is appropriate to spend up to \$2,500 in responding to subpoenas such as those at issue here. The insurance company has paid that sum. The insurance company clearly does not believe that all of these expenses that Judge Hascheff demands that my client pay, that are related to the subpoena, deposition and trial testimony, are "claim expenses" related to the malpractice claim. If the insurance company, whose business it is to address what conduct is necessary in connection with a potential malpractice claim, believes that \$2,500 is reasonable, I would rely more heavily on that decision than I would on secret decision-making between Judge Hascheff and his counsel.

Ms. Hascheff remains prepared to pay her one-half of the total fees and expenses related to the malpractice action. From my review of the bills provided by Mr. Alexander, the only fees I can see that are directly related to the malpractice action come to \$95. I appreciate, although disagree with, your claim that my client is responsible for any fees and costs Judge Hascheff elects to incur that he deems to be prudent in connection with collateral lawsuits. However, I need to know what the fees and costs have been that are directly related to the malpractice action, so that Ms. Hascheff can pay her share of the undisputed fees and costs.



I would note that under the insurance policy, there is a \$10,000 retention. The limit of my client's obligation, therefore, would be \$5,000, unless there is ultimately a judgment in excess of policy limits. And yet, Judge Hascheff's position would potentially result in my client having a legal obligation well in excess of that \$5,000. That excess exposure, according to his position, is entirely within his control, based on decisions he unilaterally makes based on facts and legal advice that he insists he can keep secret from my client. Again, if you have authority in support of this extraordinary position, I am more than happy to review and evaluate that authority with my client.

In addition, Judge Hascheff deemed it necessary and prudent to have counsel in connection with his role as a percipient witness and with respect to legal advice about how best to approach the malpractice claim and litigation. He is well experienced lawyer. My client is not a lawyer and has no legal training. Her interests in obtaining legal advice are greater than, not less than Judge Hascheff's. Judge Hascheff's counsel has made it clear that his duty is to Judge Hascheff and that his discussions and the advice he gave Judge Hascheff is confidential. Thus, it is, necessarily, of no value to my client.

If she is responsible for the legal fees Judge Hascheff incurs to obtain such advice, he is, necessarily, equally responsible for fees that she incurs in connection with these matters. To date, she has incurred approximately \$5,600 in fees simply to try to obtain the basic information we have repeatedly requested. Any claim Judge Hascheff has should, therefore, be offset by one-half of her fees.

Thus, while it appears entirely possible that we may have to litigate the parties' respective rights and obligations under the language of the MSA you drafted, we do not have to litigate the issue of the fees directly related to the malpractice action as opposed to the fees your client made a strategic decision to incur as a percipient witness in a collateral lawsuit.

If litigation becomes necessary, I will, among other things, request that the Court allow me to conduct discovery with respect to when Mr. Hascheff knew or should have known of the facts on which the underlying malpractice claim is premised. The complaint in the malpractice action reflects that Judge Hascheff's attorney client relationship with the plaintiffs ended before the MSA was signed and Decree entered. The potential conflict issues noted above necessarily existed at the time the work was done. The discovery, necessarily, will focus on whether Judge Hascheff knew or should have known there was a potential risk of a malpractice claim that he did not disclose contrary to paragraph 29 of the MSA.

Should Judge Hascheff decide that finding resolution makes more sense than litigation, I might suggest that his demands on my client be stayed until the malpractice action is finally resolved and the total sums in dispute can be identified. If he believes that litigation of the issue noted above are in his best interest, so be it, my client is prepared to defend herself and seek to recover the legal fees she has and will incur.

Todd Torvinen, Esq.
June 2, 2020
Page 4



Pursuant to paragraph 35.2 of the parties' MSA, if we have not been able to reach an agreement within ten days of the date of this letter my client will file a declaratory relief action so that the court can determine my client's liability under these facts. To assure there is no confusion, my client's position is that she is responsible for one-half of the fees and costs associated with the malpractice action, that she is not responsible for Judge Hascheff's fees and costs as a percipient witness and that if Judge Hascheff knew or should have known the facts on which the malpractice claim was premised, this part of their MSA was obtained by fraud. If you have any questions please do not hesitate to ask.

Sincerely,

Dictated but not read

Shawn B Meador, Esq.

Cc: L. Hascheff

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Transaction # 8211811 : sacordag

EXHIBIT 3



June 11, 2020

VIA EMAIL & REGULAR USPS MAIL

todd@toddlorvinenlaw.com

Law Office of Todd L. Torvinen
Todd Torvinen, Esq.
232 Court Street
Reno, NV 89501

Re: Hascheff

Dear Mr. Torvinen:

To assure the accuracy of our motion, I need the following information and documents:

1. To know the current status of the malpractice action;
2. To know the current status of the underlying lawsuit among the Jacsick siblings;
3. A copy of the "multi-page subpoena" referenced in paragraph 2 of Mr. Alexander's declaration that allowed him to speculate that the subpoena could lead to a malpractice action, given that there could only be a meaningful risk of malpractice liability if documents in the file reflected that the work Judge Hascheff did or the advice he gave was in breach of his professional obligations and duties to his clients – if those documents showed he did nothing wrong there would be no basis for such an opinion;
4. To know what documents or other information sought by that subpoena were such that they clearly reflected that they were attempting to undermine "his estate plan and advice which could lead to a malpractice action" as set forth in paragraph 3 of Mr. Alexander's declaration;
5. What facts, circumstances, and written documents led Mr. Alexander to conclude that Judge Hascheff was at risk of a multi-million dollar claim against him;
6. Whether Mr. Alexander still opines that Judge Hascheff is at risk of a multi-million dollar judgement in excess of policy limits.



7. Copies of the written conflict waivers that Judge Hascheff obtained when he was, at least according to the malpractice complaint, simultaneously representing multiple clients with potentially conflicting interests.

Sincerely,

Dictated not read

Shawn B Meador, Esq.

EVIDENTIARY HEARING

**DECEMBER 21,
2020
HONORABLE
SANDRA A.
UNSWORTH
DEPT. NO. 12
C. COVINGTON
(Clerk)
C. EISENBERG
SUNSHINE
REPORTING
(Recording)**

Hearing conducted by Zoom video conferencing.

Plaintiff, Pierre Hascheff, was present represented by Todd L. Torvinen, Esq.
Defendant, Lynda Hascheff, was present represented by Shawn B. Meador, Esq.
Dept. 12 Court Law Clerk, J. Asmar, was present.

This hearing was held remotely because of the closure of the courthouse at 1 South Sierra Street, Reno, Washoe County, Nevada due to the National and Local emergency caused by COVID-19. The Court and all the participants appeared by simultaneous audiovisual transmission. The Court was physically located in Reno, Washoe County, Nevada, which was the site of the court session.

The Court noted there are two motions currently pending before the Court. Ms. Hascheff filed a motion related to a motion for clarification or a declaratory relief regarding the terms of the MSA or Decree filed June 16, 2020 and Judge Hascheff filed a motion for an order to show cause filed July 8, 2020.

Pltf. Exhibit A was marked and admitted with no objection.

Pltf. Exhibit B was marked and admitted over objection.

Pltf. Exhibits C-E were marked and admitted with no objection.

Pltf. Exhibit F was marked and admitted over objection.

Pltf. Exhibits G and H were marked and admitted with no objection.

Pltf. Exhibit I was marked and admitted.

Pltf. Exhibit J was marked and objected to.

Deft. Exhibits 1-16 were marked and admitted with no objections.

Pltf. Exhibits A-J were filed on December 17, 2020 as Notice of Exhibits.

Deft. Exhibits 1-16 were filed on December 17, 2020 as Lynda L. Hascheff Notice of Hearing Witnesses and Exhibits.

Counsel Torvinen stated he has no objections with Deft. Exhibits 1-15.

Counsel Meador stated the language of the indemnity agreement states that if Judge Hascheff is sued for malpractice, Ms. Hascheff is obligated to indemnify him of half the cost of any defense of that action. The issue is what expenses did Judge Hascheff incur in the defense of the malpractice action filed against him. Judge Hascheff states he received a 41 page subpoena that led him to believe he was going to be sued for malpractice. Deft. Exhibit 14 discussed. He cannot see anything that would lead him to believe that a malpractice threat was made against Judge Hascheff. Discussed the Jaksick lawsuit. A request for Judge Hascheff’s file does not mean he was being sued. Deft. Exhibit 15 discussed. Ms. Hascheff is being asked to pay for expenses without knowing if it was for a defense for a malpractice action. Discussed the Jaksick lawsuit further. The language of the indemnity agreement states it has to be a defense of that action and not related to that action. They don’t know if any of the bills for which Judge Hascheff seeks indemnity were actually in defense of the malpractice action filed by Todd Jaksick. Judge Hascheff insists Ms. Hascheff just rely on him and at the same time he says he has no fiduciary duty to her. If Ms. Hascheff is to rely on him he must have some corresponding duty to protect

EVIDENTIARY HEARING

her. He does not protect her by keeping all of this a secret. He asked for information and was told they were not entitled to the information. Discussed Deft. Exhibit 8.

Court Reporter, C. Eisenberg, disclosed that Todd Alexander who was mentioned by Mr. Meador is her husband's partner. (Neither counsel had any objections).

Counsel Meador discussed Pltf. Exhibit E which is his Deft. Exhibit 7. Pltf. Exhibit D and Deft. Exhibit 4 are the same. Discussed bill which was redacted. He is entitled to know that the fees that his client is being asked to indemnify him are in defense of a malpractice action. Discussed the Jaksick lawsuit further. He doesn't know if Judge Hascheff continued practice in his private practice after he took the bench. The report that he referenced that put Todd Jaksick on notice was produced by someone he doesn't know in December 2018 but was not part of the file. It was a litigation document.

Counsel Torvinen stated he doesn't have an objection to Deft. Exhibit 16. Discussed Deft. Exhibit 16. Discussed Deft. Exhibit 2. Judge Hascheff tried to comply. Judge Hascheff was seeking indemnity for a total of \$11,008 so \$5504 by June 2 without filing a pleading. Both parties' interests were aligned. If you look back at the bills, this matter is related to the risk related to the underlying matter. The underlying matter has to be determined first. Discussed why some of the stuff is redacted for confidentiality. Judge Hascheff has done everything that he can to answer questions. It's a simple indemnity clause. Judge Hascheff was willing to accept terms for payment by Ms. Hascheff. Pltf. Exhibits H and I discussed. Judge Hascheff made a payment to Lemons Grundy on December 18, 2019 of \$6400. Less than 30 days later, on January 15, 2020 Judge Hascheff wrote a handwritten note to Ms. Hascheff saying she owes him money (Deft. Exhibit 1). Judge Hascheff is following the agreement exactly. Judge Hascheff was served with the subpoena in July 2018. Judge Hascheff provided Ms. Hascheff notice in January 2020. Judge Hascheff was sued for malpractice December 30, 2018 and he provided notice in January 2020. About \$600 were the fees related to the malpractice action, however most of the \$11,000 from the bills were incurred after the filing of the complaint. The complaint was immediately stayed. Judge Hascheff took the bench in 2013. Deft. Exhibit 16 discussed.

Counsel Meador discussed Deft. Exhibit 1. Judge Hascheff does not say when he was sued, by whom he was sued, or for what he was sued. He also does not state that the action was stayed and the ongoing bills are in the collateral matter. The bill does not make any sense at all. He demands payment of \$5200.90. The bills reflect two payments paid by Judge Hascheff for a total of \$2000. Deft. Exhibit 15 discussed. Judge Hascheff states all he has to do is show proof of payment. He received copies of those checks showing proof of payment on December 9, 2020.

Counsel Torvinen discussed Deft. Exhibit 15. Allied World is the malpractice carrier. The Allied payment shows all of the payments except for one totaling \$11,008. Discussed payments.

(Recess taken from 10:13 a.m. until 10:23 a.m.)

Counsel Meador disclosed that his law firm has offered employment to the Dept. 12 Law Clerk. (Mr. Torvinen did not object). He is not stipulating to any of Pltf. Exhibits. Pltf. Exhibit I discussed.

EVIDENTIARY HEARING

Counsel Torvinen discussed Pltf. Exhibit H. (Mr. Torvinen agrees that Mr. Meador did not receive the checks until December 9, 2020). Discussed Pltf. Exhibit I. It is the same as Deft. Exhibit 15.

Counsel Meador discussed Deft. Exhibit 16. There is no evidence that Judge Hascheff prepared the second amendment or that he was present when it was signed or that Mr. Jaksick lacked competence. Judge Hascheff keeps arguing that Ms. Hascheff is responsible for bills related to a malpractice claim. They have no proof that the bills were for a malpractice action. Judge Hascheff says they are not entitled to know and are expected to just pay the bill. Mr. Alexander's affidavit was received after April 10, 2020. Deft. Exhibit 9 discussed. He was told he was not allowed to know the basis of Mr. Alexander's statement. He is also being told that Mr. Alexander's communication with opposing counsel who sued Judge Hascheff are all attorney client privilege.

Counsel Torvinen stated they asked for redacted bills and that is what Ms. Hascheff got. Conversations with opposing counsel may be confidential and not attorney client privilege. Deft. Exhibit 13 discussed.

(Judge Hascheff was sworn to testify).

Judge Hascheff stated the subpoena came in July and it was a blanket request for all of his files. Discussed the Jaksick case (Mr. Meador objected. *The Court stated it will weigh the testimony accordingly*). The malpractice action was filed. Testified to why he thinks the complaint was filed. As the bills started to pile up, he then decided it was appropriate to provide notice. The case did not heat up until January the following year. At first he was going to just eat the bills and then in March or April 2019 he thought it was fair to split it with Ms. Hascheff. He was not provided the bill from Lemons Grundy and Eisenberg on a monthly basis. Ultimately he got the large bill of \$6351.80. All the bills refer to Allied World Insurance but he paid those bills. He was deposed in January and February 2019. He did testify at the trial and was represented during his testimony. His concern was that he didn't know how it was going to turn. He didn't know who was going to sue him. Ultimately he needed counsel. He was sued in December 2018 for malpractice. He provided notice of the suit in January 2020. **Counsel Meador questioned Judge Hascheff.** Deft. Exhibit 15 discussed. The first day of his deposition was in September 2018 before he was sued. The entry for November 17, 2018 reflects his deposition of November 2018 before he was sued for malpractice. The January 24, 2019 bill discussed. Everything that was redacted was privilege and should not be disclosed. His interests are the same as Ms. Hascheff's interests. Both of them are responsible under the indemnity agreement. He and Mr. Torvinen looked at them and decided what should be redacted. Based on his discussions with Mr. Alexander they knew what could be disclosed and what shouldn't. Mr. Alexander looked at other people's testimony to see what he might be asked. Deft. Exhibits 3 and 14 discussed. Testified to why he thought he was going to be sued for malpractice. He did not produce the documents, the Jaksicks did because they had the documents and he did not. He doesn't know which ones they produced and which ones they put under privilege law. Deft. Exhibits 16, 9, and 8 discussed. The lawsuit was tried in February 2019. The jury came back on legal claims within a week. The date of Todd Alexander's affidavit was April 2020. Deft. Exhibits 7, 5 and 4 discussed. Pltf. Exhibit D discussed. **Counsel Torvinen questioned Judge Hascheff.** Pltf. Exhibits A, B, C, E, F, G, and J discussed. Deft. Exhibits 14 and 16 discussed. **The Court questioned Judge Hascheff.** He received the subpoena sometime in July of the underlying litigation. The subpoena led him to believe that there was a possibility of the malpractice lawsuit. When he was served, he retained

EVIDENTIARY HEARING

counsel. He called his malpractice insurance carrier shortly after getting the subpoena. He later found out his deductible was \$10,000. At first, he was going to absorb the cost himself so that is why he didn't provide notice until January 2020 when he decided they should split the cost. As the process proceeded he realized the lawsuit could turn into a reality.

THE COURT ORDERED: This matter is taken under submission.

Court shall prepare the order.

The clerk's minutes are not an order of the Court. They may be altered, amended or superseded by a written order. If the matter was recorded via JAVS, a copy of the proceeding may be request through the Second Judicial District Court Filing Office located at 75 Court Street, Reno, NV 89501. If the matter was reported via Court Reporter, a transcript must be requested directly from the Court Reporter.

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**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

* * * * *

In the Matter of the Administration of the
SSJ ISSUE TRUST,

In the Matter of the Administration of the
SAMUEL S. JAKSICK, JR. FAMILY TRUST,

CASE NO.: PR17-00445
DEPT. NO.: 15
CASE NO.: PR17-00446
DEPT. NO.: 15

**ORDER GRANTING PETITION FOR INSTRUCTIONS AND MOTION TO
PARTIALLY ENFORCE SETTLEMENT AGREEMENT**

The Court, having considered the Petition for Instructions filed by Todd Jaksick and Michael Kimmel on November 3, 2020 (“Petition”) and Stanley Jaksick’s Motion to Partially Enforce Settlement Agreement filed on August 13, 2020 (“Motion”) along with all oppositions, replies, and other submissions, and having heard the parties’ arguments at a hearing on November 19, 2020, grants the Petition and Motion as follows.

The Court finds that the contingencies and conditions in Paragraph III of the Settlement Agreement between Todd and Stanley (“Settlement Agreement”), have been met, satisfied, resolved, and/or removed. The resolution of the jury trial and the equitable trial, and subsequent judgments, did not alter the material terms of the Settlement Agreement. Accordingly, the Settlement Agreement is a valid, binding, and enforceable agreement between Todd and Stanley. The Court further finds that the Settlement Agreement between Todd Jaksick and Stanley Jaksick (“Settlement Agreement”) does not violate a material purpose of the Samuel S. Jaksick,

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Jr. Family Trust or the SSJ's Issue Trust and is approved in accordance with NRS 164.940 and 164.942. The Court further finds that the Settlement Agreement was silent as to the funding mechanism for the Settlement Agreement and the Court declines to impose any funding condition as discussed in the Petition. While the Settlement Agreement is approved and enforceable, this Order is not intended to resolve or preclude claims against Todd or Stanley for breach of their fiduciary duties based on entry into the Settlement Agreement. This Order neither creates additional preclusive effect than was created already in this litigation and the jury and equitable trials and judgments, nor lessens any preclusive effect of this litigation and the jury and equitable trials and judgments.


As a separate matter, the Court sets a hearing for January 26, 2021 between 1:30 p.m. and 5:00 p.m. on the question of removing the trustees of the trusts. All parties are invited, but are not required, to file hearing statements (not to exceed ¹⁵~~20~~ pages) no later than January 15, 2021. As the Court and jury have already rendered a verdict after trial, this hearing will not relate to the prior conduct of the trustees, but to proactive administration of the trusts. The Court's findings herein concerning the Settlement Agreement are not dependent on and will not be affected by the outcome of this separate matter and hearing.

The Court schedules a status hearing, with counsel only, on December 17, 2020 between 3:00 -3:30 p.m. via a reported videoconference.

Accordingly, the Court after careful review of the matter and for other good cause shown, GRANTS the Petition for Instructions, without conditions, and GRANTS the Motion to Partially Enforce Settlement Agreement and ORDERS that the Settlement Agreement is approved and is valid and enforceable as between Todd Jaksick and Stanley Jaksick.

IT IS SO ORDERED.

DATED this 30th day of January, 2020.


DISTRICT COURT JUDGE

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Respectfully submitted by:

McDONALD CARANO

By /s/ Adam Hosmer-Henner
Adam Hosmer-Henner, Esq. (NSBN 12779)
100 West. Liberty Street, 10th Floor
Reno, Nevada 89501
*Attorneys for Stanley Jaksick,
Co-Trustee of the Family Trust*

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IN THE FAMILY DIVISION
OF THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

PIERRE A. HASCHEFF,

Plaintiff,

vs.

LYNDA HASCHEFF,

Defendant.

Case No. DV13-00656

Dept. No. 12

**ORDER GRANTING MOTION FOR CLARIFICATION OR DECLARATORY RELIEF;
ORDER DENYING MOTION FOR
ORDER TO ENFORCE AND/OR FOR AN ORDER TO SHOW CAUSE;
ORDER DENYING REQUEST FOR ATTORNEYS' FEES AND COSTS**

The Court considers two motions for purposes of this Order.

First, before this Court is Defendant Lynda Hascheff's ("Ms. Hascheff") Motion for Clarification or Declaratory Relief Regarding Terms of MSA and Decree ("MSA Motion") filed on June 16, 2020. Plaintiff Pierre A. Hascheff filed an Opposition to Motion for Clarification or Declaratory Relief Regarding Terms of MSA and Decree ("Opposition to MSA Motion") on July 6, 2020. Ms. Hascheff then filed a Reply in Support of Motion for Clarification or Declaratory Relief Regarding Terms of MSA and Decree ("Reply to MSA Motion") on July 13, 2020, and the matter was submitted thereafter.

Second, before this Court is Judge Hascheff's ("Judge Hascheff") Motion for Order to Show Cause, or in the Alternative, to Enforce the Court's Orders ("OSC Motion") filed on July 8, 2020. Ms. Hascheff filed an Opposition to Motion for Order to Show Cause, or in the Alternative, to Enforce the Court's Orders ("Opposition to OSC Motion") filed on July 17, 2020. Judge Hascheff

1 then filed a Reply to Opposition to Motion for Order to Show Cause, or in the Alternative, to
2 Enforce the Court’s Orders (“Reply to OSC Motion”), and the matter was submitted thereafter. On
3 December 21, 2020, the Court heard argument from the parties regarding the MSA Motion and
4 OSC Motion.

5 On September 30, 2013, Ms. Hascheff and Judge Hascheff entered into a Marital Settlement
6 Agreement (“MSA”) that was approved, adopted, merged and incorporated into the Decree of
7 Divorce (“Decree”) on November 15, 2013. Specifically, the MSA contains an indemnification
8 clause in the event of a malpractice claim against Judge Hascheff (“MSA § 40”).

9 **A. Motion for Clarification or Declaratory Relief Regarding Terms of MSA and Decree**

10 In her MSA Motion, Ms. Hascheff asks this Court to enter an Order clarifying MSA § 40
11 that she is only responsible for fees incurred in a malpractice action against Judge Hascheff, and
12 that she is not responsible for the fees or costs he chose to incur to have personal counsel protect his
13 interests in connection with his role as a percipient witness in a collateral trust action. Moreover,
14 Ms. Hascheff asks that Judge Hascheff be obligated to pay the fees and costs Ms. Hascheff incurred
15 in connection with her attempts to obtain information, respond to his demands and engage in
16 motion practice to establish her rights and obligations.

17 Ms. Hascheff contends on January 15, 2020, Judge Hascheff sent her an undated letter
18 demanding that she indemnify him for legal fees and costs incurred in connection with him being
19 sued by a client in an on-going malpractice action. Judge Hascheff warned Ms. Hascheff that he
20 would be sending additional invoices he received. Upon investigation Ms. Hascheff learned that in
21 January 2020, the malpractice action had been stayed and that Judge Hascheff incurred limited fees
22 related to the malpractice action. Judge Hascheff sought indemnification from Ms. Hascheff for
23 fees and costs incurred in his role as a percipient witness in a collateral trust action to which he was
24 not a named party. Ms. Hascheff asserts the language in MSA § 40, by its clear, express, and
25 unambiguous terms, does not require Ms. Hascheff to indemnify Judge Hascheff’s legal fees and
26 costs he elected to incur as a percipient witness. Ms. Hascheff contends Judge Hascheff did not
27 have the right to make the decision to protect his interests as a percipient witness, and then demand
28 that she finance his decision, without fully advising her of the circumstances and gaining her
agreement and consent in advance.

1 Ms. Hascheff alleges on December 26, 2018, Judge Hascheff was sued for malpractice by
2 his former client, Todd Jaksick, individually and as trustee of two trusts. Ms. Hascheff claims
3 Judge Hascheff made the deliberate decision not to notify her despite the potential financial risk to
4 her pursuant to MSA § 40, but rather waited for over a year, until January 15, 2020, to inform her of
5 this suit. Ms. Hascheff asserts Judge Hascheff and his former client eventually entered an
6 agreement to stay the malpractice action until the collateral trust action was resolved.

7 Ms. Hascheff posits MSA § 40 does not require her to finance Judge Hascheff's
8 litigation choices to become a percipient witness in a lawsuit to which he was not a
9 party. Ms. Hascheff states if Judge Hascheff believed it would be "helpful" or "prudent"
10 for him to have counsel to assist him as a percipient witness, he had an obligation to
11 consult with her before incurring the expenses and to advise her of the underlying facts
12 of the collateral trust action, along with the litigation risks and why retention of counsel
13 would be appropriate so that she could make an informed decision about whether to
14 share in the costs .

15 In his Opposition to MSA Motion, Judge Hascheff highlights MSA § 40 must be read in
16 conjunction with the entire section, and MSA § 40 unambiguously indicates that if any claim,
17 action, or proceeding, whether or not well-founded shall later be brought seeking to hold one party
18 liable on account of any alleged debt, liability, act, or omission the other party at his or her sole
19 expense must defend the other against said claim, action or proceeding. Judge Hascheff asserts
20 MSA § 40 requires a party must also indemnify the other and hold him or her harmless against any
21 loss or liability that he or she may incur as a result of the claim, action or proceeding including
22 attorney's fees, costs and expenses incurred in defending or responding to such action. Judge
23 Hascheff also notes as a subset and part of that all-encompassing language providing a full defense
24 and complete unconditional indemnification a provision was added that in the event said claim,
25 action or proceeding, involved a malpractice action whether or not well-founded, it obligated the
26 other party to pay only one-half the defense costs and indemnify only one-half of any judgment if
27 any, entered against said party.

28 Judge Hascheff maintains MSA § 40 does not include a notice provision. Judge Hascheff
maintains it was critical to defend the claims in the collateral trust action as these claims would

1 likely become res judicata and collateral estoppel defenses in the malpractice action and his efforts
2 in the collateral trust action could eliminate Ms. Hascheff being required to pay one-half of the
3 likely much higher defense costs and the judgment in the malpractice action. Judge Hascheff claims
4 he needed to engage counsel early to address and cut off any possible claims arising out of or
5 determined in the collateral trust litigation. Judge Hascheff contends his decision should not be
6 subject to question by Ms. Hascheff under the circumstances. Judge Hascheff alleges he did not
7 keep the potential for a malpractice claim secret from Ms. Hascheff. Yet, he did not notify her of
8 the malpractice filing as he believed that the collateral trust action would be resolved, and the
9 malpractice action filed in December 2018 would eventually be dismissed.

10 Judge Hascheff contends the fact that Allied World insurance company picked up the
11 defense and paid defense fees of \$2,500 in the collateral trust action, although not required under
12 his insurance policy, conclusively shows that Judge Hascheff's involvement in the collateral trust
13 action primarily involved potential malpractice claims.

14 Judge Hascheff asserts it is not uncommon for an indemnitee to remain involved for several
15 years in the underlying trust litigation and then once litigation is concluded and the damages are
16 ascertained; then and only then will the indemnitee notify the indemnitor of the obligation to pay
17 said damages. Therefore, Judge Hascheff claims he did not breach his fiduciary duty, if any, by
18 waiting to inform Ms. Hascheff of the malpractice action until after the jury decided the legal
19 claims in the underlying trust litigation.

20 Judge Hascheff also argues Ms. Hascheff has violated Section 35 ("MSA § 35") which
21 clearly provides that any party intending to bring an action or proceeding to enforce the MSA shall
22 not be entitled to recover attorney's fees and costs unless she first gives the other party at least 10
23 days written notice before filing the action or proceeding.

24 In her Reply to MSA Motion, Ms. Hascheff emphasizes a strict interpretation of MSA § 40
25 does not cover Judge Hascheff's incurred legal expenses. Ms. Hascheff states the indemnity
26 language could have been written to say that she will indemnify Judge Hascheff for any fees and
27 costs that he, in his sole and unilateral discretion, believe are reasonable, necessary, and related in
28 any way to any potential malpractice action, but that is not the language his lawyer drafted, nor is it
the agreement the parties signed. As a result, Ms. Hascheff states she contractually agreed to pay

1 half the costs of defense of the malpractice action, which in this case was immediately stayed with
2 no fees incurred.

3 Ms. Hascheff asserts had Judge Hascheff given her the common courtesy of promptly
4 informing her of the circumstances, sharing with her the underlying facts and risks they faced, and
5 consulting with her about the most appropriate way for them to jointly approach the problem, they
6 may have been able to reach agreement to avoid this dispute and all of these fees.

7 **B. Motion for Order to Show Cause, or in the Alternative, to Enforce the Court's Orders**

8 In his OSC Motion, Judge Hascheff moves this Court: (1) To issue an order for Ms.
9 Hascheff to show cause as to why she intentionally disobeyed the Decree; (2) To enforce the terms
10 of the parties' incorporated MSA, and order the payment of the indemnification; and, (3) Order Ms.
11 Hascheff pay Judge Hascheff's attorney fees and costs whether this matter proceeds as contempt, or
12 as an order for enforcement upon affidavit from counsel.

13 Judge Hascheff asserts Ms. Hascheff chooses to willfully disobey the Decree and MSA by
14 making "ill-advised and even nonsensical arguments" in her MSA Motion as a course of conduct to
15 "gain leverage and delay payment."

16 Judge Hascheff states in the event the Court determines Ms. Hascheff's actions do not rise
17 to the level of contempt, the Court should enforce its orders by requiring Ms. Hascheff to pay the
18 required one half indemnification amount to Judge Hascheff in the sum of \$4,924.05 (plus a
19 percentage of any later accrued and accruing fees and costs) pursuant to MSA § 40. Judge Hascheff
20 further seeks an award of attorney's fees for this contempt motion pursuant to MSA § 35.

21 In her Opposition to OSC Motion, Ms. Hascheff contends there are no clear and
22 unambiguous Orders of this Court that she has allegedly refused to honor. Ms. Hascheff
23 emphasizes the dispute is whether the simple and unambiguous language of the parties' MSA and
24 Decree requires Ms. Hascheff to pay the fees Judge Hascheff demands.

25 Ms. Hascheff asserts since the Decree does not clearly and unambiguously require her to
26 pay those fees, Ms. Hascheff could not be held in contempt as a matter of law. Ms. Hascheff
27 asserts if interpretation is required to obtain the result Judge Hascheff seeks, the language on which
28 he relies cannot be so clear and unambiguous as to support a contempt motion - no matter how
reasonable the requested interpretation. Ms. Hascheff claims since there is a dispute about the

1 meaning of their contract and the parties' respective rights and obligations, Ms. Hascheff, in good
2 faith, sought clarification through her MSA Motion so that she would know exactly what her legal
3 obligations are.

4 In his Reply to OSC Motion, Judge Hascheff maintains rather than resolving a dispute of
5 approximately \$5,000, Ms. Hascheff has embarked on an unfortunate litigation track where she
6 undoubtedly already incurred fees in excess of \$5,000, and likely will incur attorney's fees. Judge
7 Hascheff contends Ms. Hascheff also unnecessarily caused him to incur substantial legal fees even
8 though he had offered to accept minimal payments on his indemnification claim without interest
9 and without incurring any legal fees.

10 Judge Hascheff posits Ms. Hascheff fails to cite any case where a court would distinguish
11 between a contractual indemnity in an MSA from any other indemnity obligation, and a settlement
12 agreement is construed as any other contract and governed by the principles of contract law. Judge
13 Hascheff maintains Ms. Hascheff's assertion that she has no obligation to pay half the defense costs
14 and/or indemnify until her conditions are met are not expressed in the MSA, and Ms. Hascheff's
15 position that she has some "implied" right or "conditions precedent" to her obligation to pay is
entirely inconsistent with the MSA or existing caselaw.

16 Law

17 **A. Declaratory Relief Standard**

18 A party must meet four elements before declaratory relief can be granted:

- 19 1) there must exist a justiciable controversy; that is to say, a
20 controversy in which a claim of right is asserted against one who
21 has an interest in contesting it; (2) the controversy must be
22 between persons whose interests are adverse; (3) the party seeking
23 declaratory relief must have a legal interest in the controversy,
that is to say, a legally protectable interest; and (4) the issue
involved in the controversy must be ripe for judicial
determination.

24 *MB Am., Inc. v. Alaska Pac. Leasing*, 132 Nev. Adv. Op. 8, 367 P.3d 1286, 1291 (2016).
25 Moreover, any person whose rights, status, or other legal relations "are affected by a statute . . . may
26 have determined any question of construction" of that statute. NRS 30.040(1); *Prudential Ins. Co.*
27 *of Am. v. Ins. Comm'r*, 82 Nev. 1, 5, 409 P.2d 248, 250 (1966) (declaratory relief is available when
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1 a controversy concerning the meaning of a statute arises). "Whether a determination is proper in an
2 action for declaratory relief is a matter within the trial judge's discretion that will not be disturbed
3 on appeal unless abused." *El Capitan Club v. Fireman's Fund Ins. Co.*, 89 Nev. 65, 68, 506 P.2d
4 426, 428 (1973).

5 **B. Interpretation of MSA Standard.**

6 A settlement agreement, which is a contract, is governed by principles of contract law.
7 *Mack v. Estate of Mack*, 125 Nev. 80, 95, 206 P.3d 98, 108 (2009). As such, a settlement
8 agreement will not be an enforceable contract unless there is "an offer and acceptance, meeting of
9 the minds, and consideration." *Id.* Generally, when a contract is clear on its face, it "will be
10 construed from the written language and enforced as written." *Buzz Stew, LLC v. City of N. Las*
11 *Vegas*, 131 Nev. 1, 7, 341 P.3d 646, 650 (2015) (citing *Canfora v. Coast Hotels & Casinos, Inc.*,
12 121 Nev. 771, 776, 121 P.3d 599, 603 (2005)). The court has no authority to alter the terms of an
13 unambiguous contract. *Canfora*, 121 Nev. at 776, 121 P.3d at 603.

14 Whether a contract is ambiguous likewise presents a question of law. *Galardi v. Naples*
15 *Polaris, LLC*, 129 Nev. 306, 309, 301 P.3d 364, 366 (2013) (citing *Margrave v. Dermody Props.*,
16 110 Nev. 824, 827, 878 P.2d 291, 293 (1994)). A contract is ambiguous if its terms may reasonably
17 be interpreted in more than one way, but ambiguity does not arise simply because the parties
18 disagree on how to interpret their contract. *Id.* (citing *Anvui, L.L.C. v. G.L. Dragon, L.L.C.*, 123
19 Nev. 212, 215, 163 P.3d 405, 407 (2007); *Parman v. Petricciani*, 70 Nev. 427, 430–32, 272 P.2d
20 492, 493–94 (1954)).

21 Marital agreements are "enforceable unless unconscionable, obtained through fraud,
22 misrepresentation, material nondisclosure or duress." *Furer v. Furer*, 126 Nev. 712, 367 P.3d 770
23 (2010) (citing *Sogg v. Nevada State Bank*, 108 Nev. 308, 312, 832 P.2d 781, 783–84 (1992)).

24 After merger, the district court may enforce the provisions of the divorce decree by using its
25 contempt power. *Friedman v. Friedman*, 128 Nev. 897, 381 P.3d 613 (2012) (citing *Hildahl v.*
26 *Hildahl*, 95 Nev. 657, 662–63, 601 P.2d 58, 61–62 (1979)). The district court may interpret the
27 language of the divorce decree in order to resolve ambiguity. *Id.* (citing *Kishner v. Kishner*, 93 Nev.
28 220, 225, 562 P.2d 493, 496 (1977)).

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2 **C. Interpretation of Indemnification Standard.**

3 The scope of a contractual indemnity clause is determined by the contract and is generally
4 interpreted like any contract. *George L. Brown Ins. v. Star Ins. Co.*, 126 Nev. 316, 323, 237 P.3d
5 92, 96 (2010).

6 Contractual indemnity is where, pursuant to a contractual provision, two parties agree one
7 party will reimburse the other party for liability resulting from the former's work. *United Rentals*
8 *Hwy. Techs. v. Wells Cargo*, 128 Nev. 666, 673, 289 P.3d 221, 226 (2012). Contracts purporting to
9 indemnify a party against its own negligence will only be enforced if they clearly express such an
10 intent, and a general provision indemnifying the indemnitee against “any and all claims” standing
11 alone, is not sufficient. *Reyburn Lawn & Landscape Designers, Inc. v. Plaster Dev. Co., Inc.*, 127
12 Nev. 331, 339, 255 P.3d 268, 274 (2011).

13 When the duty to indemnify arises from contractual language, it generally is not subject to
14 equitable considerations; rather, it is enforced in accordance with the terms of the contracting
15 parties' agreement. *United Rentals Hwy. Techs. v. Wells Cargo*, 128 Nev. 666, 673, 289 P.3d 221,
16 226 (2012).

17 An indemnity clause imposing a duty to defend is construed under the same rules that
18 govern other contracts. *United Rentals Hwy. Techs. v. Wells Cargo*, 128 Nev. 666, 676, 289 P.3d
19 221, 228 (2012). The duty to defend is broader than the duty to indemnify because it covers not
20 just claims under which the indemnitor is liable, but also claims under which the indemnitor could
21 be found liable. *Id.* Generally, a contractual promise to defend another against specified claims
22 clearly connotes an obligation of active responsibility, from the outset, for the promisee's defense
23 against such claims. *Id.* While the duty to defend is broad, it is not limitless. *Id.*

24 An indemnitee's duty, if any, to provide notice to an indemnitor arises from the express and
25 unambiguous language of the indemnity agreement. *Fontenot v. Mesa Petroleum Co.*, 791 F.2d
26 1207, 1221 (5th Cir. 1986) (holding where an indemnity agreement does not require notice courts
27 will not infer or insert a notice requirement as a condition precedent to a right to recover on the
28 indemnitee contract); *Premier Corp. v. Economic Research and Analysts, Inc.*, 578 F. 2d 551, 554
(4th Cir. 1978) (holding notice is unnecessary unless the indemnity contract requires it).

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D. Laches Standard.

Laches, an equitable doctrine, may be invoked when delay by one party prejudices the other party such that granting relief to the delaying party would be inequitable. *Besnilian v. Wilkinson*, 117 Nev. 519, 522, 25 P.3d 187, 189 (2001). However, to invoke laches, the party must show that the delay caused actual prejudice. *Id.*

Laches is more than mere delay in seeking to enforce one's rights; it is delay that works a disadvantage to another. *Home Sav. Ass'n v. Bigelow*, 105 Nev. 494, 496, 779 P.2d 85, 86 (1989). The condition of party asserting laches must become so changed that the party cannot be restored to their former state. *Id.* The applicability of the doctrine of laches turns upon peculiar facts of each case. *Id.*

If the elements of a laches defense are met, a court may dismiss an entire case, dismiss certain claims, or restrict the damages available to the plaintiff. *Morgan Hill Concerned Parents Ass'n v. California Dep't of Educ.*, 258 F. Supp. 3d 1114, 1132–33 (E.D. Cal. 2017) (citing *E.E.O.C. v. Timeless Investments, Inc.*, 734 F.Supp.2d 1035, 1067 (E.D. Cal. 2010)).

The Ninth Circuit has implicitly recognized a court's ability to raise the doctrine of laches *sua sponte*. *Id.* (citing *Sw. Voter Registration Educ. Project v. Shelley*, 344 F.3d 914 (9th Cir. 2003) (en banc)). A limitation on the *sua sponte* application of laches is in circumstances in which parties lack notice about an issue and are not given an opportunity to address it. *Morgan Hill Concerned Parents Ass'n*, 258 F. Supp. 3d at 1133.

E. Order to Show Cause for Contempt of Court Standard.

Pursuant to NRS 22.030(2), if a contempt is not committed in the immediate view and presence of the court or judge at chambers, an affidavit must be presented to the court or judge of the facts constituting the contempt, or a statement of the facts by the masters or arbitrators. The requirement of an affidavit is confirmed by case law, specifically requiring an affidavit must state facts specific enough to allow the Court to proceed to be submitted at the Contempt proceeding, which is necessary to give the court subject matter jurisdiction. *See Awad v. Wright*, 106 Nev. 407, 794 P.2d 713 (1990) (overruled on other grounds); *Philips v. Welch*, 12 Nev. 158 (1887); *Strait v. Williams*, 18 Nev. 430 (1884). Contempt statutes are to be strictly construed based upon the

1 criminal nature of a contempt proceeding. *Ex Parte Sweeney*, 18 Nev. 71 (1883).

2 The penalties for contempt include a monetary fine, not to exceed \$500.00, or
3 imprisonment, not to exceed 25 days, or both. *See* NRS 22.100(2). In addition to the penalties set
4 forth above the Court may require the person to pay to the party seeking to enforce the writ, order,
5 rule or process the reasonable expenses incurred by the party as a result of the contempt. *See* NRS
6 22.100(3).

7 The moving party must make a *prima facie* showing that the non-moving had the ability to
8 comply with the Court order and that the violation of the order was willful. *Rodriguez v. District*
9 *Court*, 120 Nev. 798, 809, 102 P.3d 41, 49 (2004). In order for contempt to be found, the Court
10 order “must be clear and unambiguous, and must spell out the details of compliance in clear,
11 specific, and unambiguous terms so that the person will readily know exactly what duties or
12 obligations are imposed on him.” *Cunningham v. District Court*, 102 Nev. 551, 559-60, 729 P.2d
13 1328, 1333-34 (1986).

14 **F. Attorneys’ Fees & Costs Award Standard.**

15 NRS 18.010(2)(b) and NRCP 11 authorize the district court to grant an award of attorney
16 fees as sanctions against a party who pursues a claim without reasonable ground. We have
17 consistently recognized that “[t]he decision to award attorney fees is within the [district court’s]
18 sound discretion ... and will not be overturned absent a ‘manifest abuse of discretion.’” *Edwards v.*
Emperor’s Garden Rest., 122 Nev. 317, 330, 130 P.3d 1280, 1288 (2006).

19 NRS 18.010 also governs the instances in which attorney fees are awarded, and states the
20 following:

21 Without regard to the recovery sought, when the court finds that the claim,
22 counterclaim, cross-claim or third-party complaint or defense of the opposing party
23 was brought or maintained without reasonable ground or to harass the prevailing
24 party. The court shall liberally construe the provisions of this paragraph in favor of
25 awarding attorney’s fees in all appropriate situations. It is the intent of the
26 Legislature that the court award attorney’s fees pursuant to this paragraph and
27 impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all
28 appropriate situations to punish for and deter frivolous or vexatious claims and
defenses because such claims and defenses overburden limited judicial resources,
hinder the timely resolution of meritorious claims and increase the costs of engaging
in business and providing professional services to the public.

NRS. 18.010(2)(b); *Capanna v. Orth*, 134 Nev. 888, 895, 432 P.3d 726, 734 (2018).

1 In making an award of fees, the Court also examines the reasonableness of attorneys' fees
2 under the factors set forth in *Brunzell*:

3 (1) the qualities of the advocate: his ability, his training, education, experience,
4 professional standing and skill; (2) the character of the work to be done: its
5 difficulty, its intricacy, its importance, time and skill required, the responsibility
6 imposed and the prominence and character of the parties where they affect the
7 importance of the litigation; (3) the work actually performed by the lawyer: the skill,
8 time and attention given to the work; (4) the result: whether the attorney was
9 successful and what benefits were derived.

85 Nev. at 349, 455 P.2d at 33. Each of these factors must be given consideration. *Id.* 85 Nev. at
350, 455 P.2d at 33.

The district court's decision to award attorney fees is within its discretion and will not be
disturbed on appeal absent a manifest abuse of discretion. *Capanna*, 134 Nev. at 895, 432 P.3d at
734 (2018).

NRS 18.020(3) provides costs must be allowed to a prevailing party against any adverse
party against whom judgment is rendered in an action for the recovery of money or damages, where
the plaintiff seeks to recover more than \$2,500.

Order

The Court **GRANTS** Ms. Hascheff's MSA Motion. The Court is satisfied the legal fees
incurred by Judge Hascheff as a witness in the collateral trust action and the stayed malpractice
lawsuit where he is sued individually are encompassed by MSA § 40. The Court finds, as a matter
of law, MSA § 40 does not contain express and unambiguous language requiring Judge Hascheff to
have provided immediate notice of either the collateral trust action or the malpractice action to Ms.
Hascheff. *Fontenot*, 791 F.2d at 1221; *Premier Corp.*, 578 F. 2d at 554. Furthermore, this Court is
barred from undertaking equitable considerations regarding MSA § 40's contractual language.
United Rentals Hwy. Techs., 128 Nev. at 673, 289 P.3d at 226.

However, Judge Hascheff was not transparent about his request for indemnification. In
January 2020, Judge Hascheff notified Ms. Hascheff he had been sued by a client for malpractice.
He stated that the malpractice action was on-going and he inferred that he had incurred all of fees
and costs he was requesting from Ms. Hascheff directly related to this malpractice suit. He was not
transparent that he was seeking indemnification for fees and costs related to a collateral trust action.

1 When asked for an accounting of the fees and costs, Judge Hascheff failed to provide a
2 complete and transparent accounting. In his email of March 1, 2020, Judge Hascheff changed
3 the sum he was asking Ms. Hascheff to pay from \$5,200.90, as previously demanded, to
4 \$4,675.90. *Compare MSA Motion, Ex. 1 with MSA Motion, Ex. 4.* This Court further notes
5 Judge Hascheff's malpractice insurance company reimbursed only up to \$2,500 indicating not
6 all the expenses demanded by Judge Hascheff are related to the defense of the stayed
7 malpractice action. Judge Hascheff and his counsel also noted on the record they unilaterally
8 imposed redactions on the billing statements provided by Judge Hascheff's attorneys, thereby
9 obfuscating the true amount owed by Ms. Hascheff.¹ Ms. Hascheff was told that these
10 redactions, which resulted in fees in the amount \$3,300, were privileged.

11 Judge Hascheff presumably authorized his counsel to attend portions of the collateral
12 trust trial at times when he was not on the witness stand. Significant time was billed to prepare
13 for meetings with attorneys in the collateral trust action, but efforts by Ms. Hascheff's counsel
14 to communicate with counsel for the parties in the collateral trust action were ignored.

15 The only reference to the malpractice action are found in a billing statement dated
16 December 10, 2019 and reflect that on July 1, 2019 Judge Hascheff was billed one tenth of an
17 hour related to the review/analysis of correspondence regarding the state of action against
18 Judge Hascheff. And on September 25, 2019, Judge Hascheff was billed three tenths of an
19 hour for the review/analysis of a draft joint motion and stipulation to stay the malpractice
20 proceedings. *Confidential Exhibit I.* As a result, this Court cannot in good conscience require
21 Ms. Hascheff to pay the full amount demanded by Judge Hascheff based on Judge Hascheff's
22 inconsistent and secretive criteria.

23 Most troubling to this Court is Judge Hascheff's response to this Court's question as to
24 why he waited over a year to notify Ms. Hascheff of the potential malpractice claims against
25 him. Judge Hascheff testified he had not notified Ms. Hascheff of the malpractice action or the

26 ¹ Further issues of transparency revolve around the sum of money Judge Hascheff for his fees and costs as compared to
27 what his malpractice carrier paid. The Court notes that the malpractice policy held by Judge Hascheff had a \$10,000
28 deductible, yet in this case Judge Hascheff demanded that Ms. Hascheff pay a sum of less than one-half of the
deductible. If Judge Hascheff's claim is correct that the malpractice carrier felt that defense of claims in the collateral
trust action was actually defense of the malpractice action, why was his share of the defense a figure other than
\$10,000, the amount of the deductible?

1 collateral trust action as he planned on being solely responsible for the legal fees and costs
2 associated therewith, without indemnification from Ms. Hascheff, until the fees and costs
3 became too great.

4 The Court finds Judge Hascheff's conscious disregard and selective enforcement of MSA §
5 40 is comparable to a claim for laches. *Besnilian*, 117 Nev. 519, at 522, 25 P.3d at 189; *Bigelow*,
6 105 Nev. at 496, 779 P.2d at 86. This Court cautiously raises the doctrine of laches *sua sponte* as
7 this Court provided notice to the parties it intended to inquire into the timeliness of Judge
8 Hascheff's claims as one of the specific areas the Court wanted addressed at the hearing. *See*
9 *Morgan Hill Concerned Parents Ass'n*, 258 F. Supp. 3d 1114, 1132–33.

10 Based on Judge Hascheff's testimony, the Court finds Ms. Hascheff has been prejudiced by
11 Judge Hascheff's actions due to his deliberate delay in invoking his rights under MSA § 40.
12 Although immediate notice is not explicitly required in MSA § 40, Judge Hascheff's delay
13 prejudiced Ms. Hascheff. Ms. Hascheff was given no say in the fees and costs expended by Judge
14 Hascheff in the collateral trust action. She was led to believe that the fee demand from Judge
15 Hascheff was related solely to the malpractice claim and only after expending fees and costs for her
16 own counsel did she learn that the lion's share of the demand was related to a collateral trust action.
17 She was thwarted in her efforts to receive a complete bill for the services provided and at the
18 hearing the Court learned that it was Judge Hascheff and his divorce counsel who decided the
19 redacted portions of the bill statement she was provided. As such it is clear that Ms. Hascheff has
20 been prejudiced by Judge Hascheff's actions to the point where granting Judge Hascheff's
21 requested relief would be inequitable. *See Besnilian*, 117 Nev. 519, at 522, 25 P.3d at 189; *see also*
22 *Bigelow*, 105 Nev. at 496, 779 P.2d at 86. The Court is convinced had Judge Hascheff exercised
23 his rights and obligations under the MSA in a timely fashion and without obfuscation, Ms. Hascheff
24 would not have been prejudiced and she would have been liable for her share of the fees and costs
25 incurred for both the malpractice action and the collateral trust action.

26 This Court **DENIES** Judge Hascheff's OSC Motion. This Court finds Judge Hascheff was
27 unable to make a *prima facie* showing Ms. Hascheff had the ability to comply with the parties'
28 MSA, yet willfully violated her obligations. As discussed *supra*, Ms. Hascheff was not provided a
clear accounting of her indemnification obligations, and Judge Hascheff chose to arbitrarily enforce

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his rights under the MSA, thereby having his claims limited by laches. As a result, this Court denies the OSC Motion.

The Court **DENIES** the parties' respective requests for attorneys' fees and costs associated with the MSA Motion and OSC Motion. The Court notes MSA § 35 addresses the payment of future attorneys' fees and costs to a prevailing party upon providing, *inter alia*, at least 10-day written notice before filing an action or proceeding. This Court is assured both parties have satisfied their obligations under MSA § 35. *See MSA Motion*, Ex. 4-8. For example, counsel for Judge Hascheff and Ms. Hascheff undisputedly provided their MSA § 35 notices on May 29, 2020 and June 2, 2020, more than 10-days prior to the filing of the MSA Motion and OSC Motion. *MSA Motion*, Ex. 7-8. Further, the Court finds there was a reasonable basis for litigating the arguments presented by both parties in their respective motions. Therefore, the Court declines to award attorneys' fees and costs.

GOOD CAUSE APPEARING, IT IS SO ORDERED

The MSA Motion is GRANTED.

The OSC Motion is DENIED.

IT IS FURTHER ORDERED an award for attorneys' fees and costs are DENIED.

DATED this 1st day of February, 2021.

Sandra A. Unsworth

Sandra A. Unsworth
District Judge

DV13-00656

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court in and for the County of Washoe, and that on February 1, 2021, I deposited in the county mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, or via e-filing, a true copy of the foregoing document addressed as follows:

ELECTRONIC FILING:

**SHAWN MEADOR, ESQ., for LYNDA HASCHEFF
TODD TORVINEN, ESQ., for PIERRE HASCHEFF**



Judicial Assistant

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FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, Nevada 89135

**SECOND JUDICIAL DISTRICT COURT
WASHOE COUNTY, NEVADA**

In the Matter of the Administration of the
SSJ'S ISSUE TRUST,

CASE NO.: PR17-00445
DEPT. NO. 15

In the Matter of the Administration of the
SAMUEL S. JAKSICK, JR. FAMILY TRUST,

CASE NO.: PR17-00446
DEPT. NO. 15

WENDY JAKSICK,
Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, INDIVIDUALLY, AS CO-
TRUSTEE OF THE SAMUEL S. JAKSICK, JR.
FAMILY TRUST, AND AS TRUSTEE OF THE
SSJ'S ISSUE TRUST; MICHAEL S. KIMMEL,
INDIVIDUALLY AND AS CO-TRUSTEE OF
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST; AND STANLEY S. JAKSICK,
INDIVIDUALLY AND AS CO-TRUSTEE OF
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST; KEVIN RILEY, INDIVIDUALLY AND
AS FORMER TRUSTEE OF THE SAMUEL S.
JAKSICK, JR. FAMILY TRUST AND TRUSTEE
OF THE WENDY A. JAKSICK 2012 BHC
FAMILY TRUST,

Petitioners and Counter-Respondents.

**ORDER FINDING VIOLATION OF
NRS 163.115 AND ORDERING
ADDITIONAL BRIEFING TO
DETERMINE TIMING OF THE
REMOVAL OF TRUSTEES**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On January 26, 2021, this Court set, *sua sponte*, and considered the issue of whether the
Todd B. Jaksick (“**Todd**”), Stanley Jaksick (“**Stan**”) and Michael Kimmel (“**Kimmel**”), as Co-
Trustees of the Samuel S. Jaksick Family Trust (the “Family Trust”), should be removed from office

1 and replaced with an independent successor trustee or trustees. Prior to the January 26, 2021
2 hearing, the Court invited interested Parties to file moving papers in support of or against the Court's
3 prior stated inclination to remove the Co-Trustees.

4 The Court having reviewed the pleadings and motions on file, considered the sworn
5 testimony of Kimmel and Kevin Riley, heard the arguments of the Parties and based on the Court's
6 long-standing relationship with the file, finds as follows:

- 7 1) the existence of a lack of cooperation between the Co-Trustees has and continues to
8 substantially impair the administration of the Samuel S. Jaksick, Jr. Family Trust
9 (the "Family Trust"); and
10 2) the Co-Trustees are susceptible to removal as Co-Trustees of the Family Trust.

11 **IT IS THEREFORE ORDERED** that, by Wendy Jaksick participating in this removal
12 proceeding solely requested, to date, by the Court, she has not waived or in any way prejudiced any
13 cause or claim related to her substantively and formally requesting removal of the Co-Trustees from
14 the Family Trust or any other cause or claim she may have regarding any of the Trusts before this
15 Court, all of which is hereby specifically and expressly preserved, such that res judicata shall not
16 and does not attach.

17 **IT IS FURTHER ORDERED** that the actions and positions taken by the Co-Trustees and
18 the discord and conflict of personalities between the Co-Trustees have and continue to result in a
19 lack of cooperation between the Co-Trustees that has and continues to substantially impair the
20 administration of the Family Trust, in violation of NRS 163.115(b), warranting possible removal of
21 the Co-Trustees.

22 **IT IS FURTHER ORDERED** that the issue of whether removal should occur must be
23 considered in light of other, less drastic remedies. Accordingly, the remedy of removal (or other
24 remedies) shall be heard on **THURSDAY, FEBRUARY 18, 2021 at 2:00 P.M. (P.S.T.)** via reported
25 video conference, before the Hon. David A. Hardy, in and for Dept. 15 of the Nevada 2nd Judicial
26 District. All Parties shall file hearing statements no later than February 16, 2021, which should
27 address or include the following:

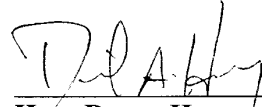
- 28 1) appropriate immediate steps the Court can take before removing the Co-Trustees;

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- 2) the Court's authority to appoint a special master in this matter and:
 - a. the appropriate scope of the special master's appointment,
 - b. would the scope of appointment include the immediate and orderly liquidation of the trust corpus, and
 - c. would the scope of appointment include the review of the timing and content of the accountings, in light of the Court's Order After Equitable Trial;
- 3) the Court's authority to prohibit trust counsel from being compensated by the trust corpus; and
- 4) the names of not more than four (4) people recommended to be appointed as a special master.

IT IS SO ORDERED.

DATED this 10 day of February, 2021.



HON. DAVID HARDY, JUDGE
IN AND FOR DEPARTMENT 15 OF THE
NEVADA 2ND JUDICIAL DISTRICT

Respectfully Submitted by:

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THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

_____ /

Dept. No. 15

In the Matter of the Administration of the
SAMUEL S. JAKSICK, JR. FAMILY TRUST.

CONSOLIDATED

Case No. PR17-00446

_____ /

Dept. No. 15

ORDER APPOINTING TEMPORARY TRUSTEE

In the Order Finding Violation of NRS 163.115 and Ordering Additional Briefing to Determine Timing of the Removal of Trustees, dated February 10, 2021, this Court found the "existence of a lack of cooperation between the Co-Trustees has and continues to substantially impair the administration" of the Family Trust. This Court made no finding that Todd or Stanley Jaksick committed or threatened to commit a breach of trust or a breach of fiduciary duties. The prior order and this order shall not be a favorable imprimatur or a negative implication upon Todd and Stanley Jaksick's post-judgment performance of duties. This order shall not have any preclusive effect on any interested party from bringing any such claims in the future.

This Court now determines the "appointment of a temporary trustee to administer the trust in whole or in part" is warranted. NRS 164.040(2). Accordingly, this Court appoints James S. Proctor as Temporary Trustee of the Jaksick Family Trust. This Court

1 does not remove Todd or Stanley Jaksick as Co-Trustees of the Family Trust, but it
2 suspends their powers as Co-Trustees and ability to act for the Family Trust. Michael
3 Kimmel, Esq. has resigned as Co-Trustee of the Family Trust and is not addressed in this
4 Order. The suspension of Todd and Stanley Jaksick as Co-Trustees of the Family Trust is
5 effective as of February 18, 2021 for the prospective benefit of the Family Trust. There may
6 be some immediate actions required of the Co-Trustees, such as completion of pending
7 escrows. Todd and Stanley are authorized to complete such actions if they act *jointly* and
8 with notice to the Temporary Trustee. This exception, however, is created for *time-sensitive*
9 actions that cannot be delayed until the Temporary Trustee has familiarized himself with
10 trust administration matters.

11 From February 18, 2021, until further order of this Court, Todd and Stanley Jaksick
12 are not entitled to trustee fees or reimbursement or payment from the Family Trust for
13 professional fees, including attorney's fees related to this litigation or the Family Trust,
14 with the exception of attorney's fees related to the appeal in this matter (Case No. 81470)
15 currently pending at the Nevada Supreme Court. This Order is not intended disrupt the
16 appellate proceedings, the relationships between the trustees and their attorneys, the
17 payment of attorney's fees from the Family Trust for the appellate proceedings, or the
18 payment of legal fees or other professional expenses for Todd and Stanley Jaksick that
19 were incurred prior to February 18, 2021. The Temporary Trustee may recommend the
20 payment of attorney's fees to the trustees' trust attorneys if the fees were incurred to effect
21 the orderly and efficient transition of trust administration from the Co-Trustees to the
22 Temporary Trustee. This Court further anticipates the Temporary Trustee will obtain
23 information and advice from Messrs. Kimmel and Riley.

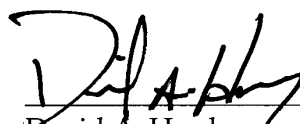
24 The scope of work for the Temporary Trustee is to take all actions necessary to
25 administer the Family Trust. In administering the Family Trust, the Temporary Trustee
26 shall review the 2018-2020 Family Trust Financials (that were not the subject of the prior
27 jury or equitable trial) in light of NRS 165.135 (Form and Contents of Account), the Order
28 After Equitable Trial, the transcript and minutes from the January 26, 2021 hearing and

1 prepare and deliver enhanced accountings so that all beneficiaries (through counsel) can
2 understand the assets, debts and transactions of the Family Trust. In preparing the
3 enhanced Trust Financials, the Temporary Trustee shall determine the nature and extent of
4 (i) the Family Trust assets and debt obligations and (ii) any claims the Family Trust may
5 have to collect and recover funds or assets owed the Family Trust--including the
6 application of indemnification agreements--so the information can be reflected in the
7 enhanced Trust Financials.

8 Once the Temporary Trustee has determined the extent of the Family Trust's assets,
9 debt obligations and claims, he shall recommend a plan to this Court regarding payment
10 of Family Trust obligations, and distribution to beneficiaries of the Family Trust. The
11 Temporary Trustee is specifically authorized to request and obtain any additional
12 authority from this Court he believes is necessary to administer the Family Trust and to
13 determine and recommend a plan to pay the debts, distribute the assets and wind down
14 the Family Trust as soon as possible, including but not limited to: (i) expanding the scope
15 of his appointment; (ii) obtaining any information necessary to understand the assets and
16 debts of the Family Trust, and (iii) compelling the turnover of financial information from
17 any source, including but not limited to the current and former Family Trust Co-Trustees
18 and any Jaksick Family entity in which the Family Trust owns any interest. The
19 Temporary Trustee shall circulate his reports, requests, and all other information to all
20 parties so they are informed of the Temporary Trustee's administration of the Family
21 Trust. Upon email request, copied on all parties, the Temporary Trustee may seek judicial
22 intervention or instructions through a reported hearing.

23 **IT IS SO ORDERED.**

24 Dated: February 24, 2021.

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26 _____
27 David A. Hardy
28 District Court Judge

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

Case No. 82626

Electronically Filed
Dec 15 2021 04:46 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

PIERRE A. HASCHEFF,

Appellant/Cross-Respondent,

vs.

LYNDA L. HASCHEFF,

Respondent/Cross-Appellant.

Appeal From Special Order Entered After Final Judgment
Second Judicial District Court Case No. DV13-00656

**RESPONDENT'S ANSWERING BRIEF ON APPEAL
AND OPENING BRIEF ON CROSS-APPEAL**

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Attorney for Respondent/Cross-Appellant

NRAP 26.1 DISCLOSURE STATEMENT

The following law firms have lawyers who appeared on behalf of the Respondent/Cross-Appellant Lynda Hascheff or are expected to appear on her behalf in this Court:

Leonard Law, PC
Woodburn and Wedge

DATED December 15, 2021

LEONARD LAW, PC

By: /s/ Debbie Leonard
Debbie Leonard (NV Bar No. 8260)
955 S. Virginia Street, Suite 220
Reno, Nevada 89502
Phone: (775) 964-4656
debbie@leonardlawpc.com

Attorney for Respondent/Cross-Appellant

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CERTIFICATE OF SERVICE

Pursuant to Rule 25(b) of the Nevada Rules of Appellate Procedure, I hereby certify that I am an employee of Fennemore Craig, P.C. and that on this date, I served a true and correct copy of the attached document through the Court's electronic filing system to the following registered users:

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