

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 7 of 8 – Pages AA 1501-1750

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1 (1) *Whether the subsequent action or proceeding is to enforce the original terms of the*
2 *Agreement:* The Court finds the June 2, 2020 letter specifies the declaratory relief action Ms.
3 Hascheff intends to file is to enforce the original terms of the MSA as it seeks the Court's
4 clarification of the MSA so Ms. Hascheff is not forced to indemnify Judge Hascheff for fees and
5 costs not covered by MSA § 40.

6 (2) *The reasons why the moving party believes the subsequent action or proceeding is*
7 *necessary:* The Court finds the June 2, 2020 letter specifies Ms. Hascheff believes the declaratory
8 relief action is necessary as the parties were unable to agree on the extent of Ms. Hascheff's
9 liability to indemnify Judge Hascheff under the MSA.

10 (3) *Whether there is any action that the other party may take to avoid the necessity for the*
11 *subsequent action or proceeding:* The Court finds the June 2, 2020 letter specifies Judge Hascheff
12 may avoid the necessity for the filing of the declaratory relief action by reaching an agreement
13 regarding the fees and costs Ms. Hascheff would be liable for under the MSA.

14 (4) *A period of time within which the other party may avoid the action or proceeding by*
15 *taking the specified action:* The Court finds the June 2, 2020 letter specifies a period of 10 days
16 from the date of the letter in which the agreement must be made to avoid the filing of the
17 declaratory action. Ms. Hascheff's Clarification Motion was filed 14 days after the date of the
18 letter.

19 As Ms. Hascheff complied with the terms of MSA § 35.2, an award of attorney's fees and
20 costs may be awarded under MSA § 35.1 as she prevailed on the Clarification Motion.

21 **Order**

22 A. Indemnification Under MSA § 40.

23 The Court orders Ms. Hascheff to indemnify Judge Hascheff within 30 days of the entry of
24 this Order in the amount of \$1,147.50 for fees and costs incurred in the defense of the malpractice
25 action pursuant to MSA § 40.

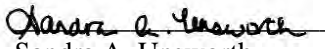
26 B. Award of Attorney's Fees Under MSA § 35.1.

27 As Ms. Hascheff was the prevailing party in this matter and as she complied with MSA §
28 35.2 prior to filing her Clarification Motion, the Court finds Ms. Hascheff is entitled to an award of

1 her reasonable attorney fees and other reasonably necessary costs she incurred in her Clarification
2 Motion pursuant to MSA § 35.1. Ms. Hascheff shall file a *Wilfong* affidavit and supporting billing
3 documents within 21 days of the entry of this Order.

4 **GOOD CAUSE APPEARING, IT IS SO ORDERED.**

5 Dated this 17 day of February, 2023.

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8 
9 Sandra A. Unsworth
District Judge

10 DV13-00656
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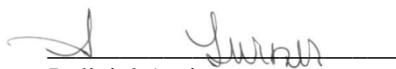
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CERTIFICATE OF SERVICE

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 17, 2023, I deposited in the county mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, or by e-filing, a true copy of the foregoing document addressed as follows:

ELECTRONIC FILING:

**JOHN SPRINGGATE, ESQ. for PIERRE HASCHEFF
SHAWN MEADOR, ESQ. for LYNDA HASCHEFF**


Judicial Assistant

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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 Plaintiff,

18 v.

19 LYNDA L. HASCHEFF ,

20 Defendant .

CASE NO. DV13-00656

DEPT. NO. 12

21 **NOTICE OF FILING WILFONG AFFIDAVIT**

22 Pursuant to this Court's Order dated February 17, 2021, counsel hereby submits the
23 attached Wilfong affidavit in connection with Ms. Hascheff's Clarification Motion pursuant
24 to MSA § 35.1.

25 **Affirmation Pursuant to NRS 239B.030**

26 The undersigned affirms that this document does not contain the personal information
27 of any party.

28 DATED this 10th day of March, 2023.

WOODBURN AND WEDGE

By/s/ *Shawn B Meador*

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Attorneys for Defendant
Lynda L. Hascheff

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13 IN THE FAMILY DIVISION
14
15 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
16
17 IN AND FOR THE COUNTY OF WASHOE

18 PIERRE A. HASCHEFF ,

19 Plaintiff,

20 v.

21 LYNDA L. HASCHEFF ,

22 Defendant .

CASE NO. DV13-00656

DEPT. NO. 12

23
24 **AFFIDAVIT OF SHAWN B MEADOR**

25 Shawn B Meador, being first duly sworn, deposes and states as follows:

26 1. I am a shareholder of Woodburn and Wedge, counsel for Lynda Hascheff, and
27 have been primarily responsible for her representation in this matter. My associate, Bronagh
28 Kelly, provided minimal assistance on this matter. I make this affidavit of my own personal
knowledge.

2. Pursuant to Miller v. Wilfong, the affidavit supporting a request for an award of
legal fees must address: a) the quality of the advocate; b) the character and difficulty of the
work; c) the work performed; and d) the result obtained.

3. Quality of the Advocate: The undersigned graduated from the University of
Utah, College of Law, Order of the Coif and Law Review in 1983, has been licensed to practice
law in the State of Nevada and has been a member in good standing of the State Bar of Nevada

1 since 1983. I am recognized as a Family Law Specialist by the Nevada State Bar. I have a
2 Martindale Hubble AV Preeminent rating. I am a Fellow of the American Academy of
3 Matrimonial Lawyers. I am the former Chair of the Family Law Section of the Nevada State
4 Bar. I am the former President of Washoe Legal Services. I am a Nevada Supreme Court
5 Settlement Conference Judge who is assigned family law cases that are on appeal. I am a
6 Member of the Board of Bar Examiners and have frequently written and graded the Family
7 Law, evidence, and professional responsibility questions for Nevada State Bar Exams. I have
8 spoken and written extensively on the issues of family law. My practice is primarily devoted to
9 family law and family law mediation. I have handled hundreds, if not thousands, of family law
10 cases over approximately the last 39 years.

11 4. Character & Difficulty of the Work: The fees and costs Ms. Hascheff incurred
12 were a result of her former husband's demand for indemnification of fees allegedly incurred in
13 connection with a malpractice action filed against him. This matter could have, and with
14 reasonable cooperation, should have been resolved quickly and inexpensively. Ms. Hascheff
15 consistently stated, unequivocally, that she would honor her obligations pursuant to the Parties'
16 Marital Settlement Agreement and Decree of Divorce. She simply sought confirmation of what
17 she contractually owed, rather than being forced to accept her former husband's unsupported
18 demand that she owed him in excess of \$5,000.

19 Ms. Hascheff was prepared to honor her indemnity agreement even though she was
20 frustrated that her former husband failed: i) to notify her that he had become involved in the
21 collateral litigation, ii) to notify her that he claimed that he feared the collateral litigation could
22 lead to a malpractice claim; iii) to advise her that he claimed that fees he incurred in the
23 collateral litigation were covered by the indemnity clause; iv) to consult with her in any way
24 about the collateral litigation; v) to advise her how that litigation could potentially lead to a
25 malpractice action; vi) to notify her when he was sued for malpractice; vii) to notify her that the
26 vast majority of the \$5,000 he demanded were incurred prior to the filing of any malpractice
27 action; viii) to explain to her whether there was any basis for the malpractice action; ix) failed
28 to notify her about or include her in any decisions regarding the malpractice action including

1 his stipulation to stay the malpractice action that was filed by his client with whom he has a
2 good working relationship and cooperated fully in connection with the collateral action; x) to
3 keep her advised of fees incurred in the malpractice action; xi) to provide her with
4 documentation regarding what part of his fees in the malpractice action had been paid by his
5 malpractice carrier. Notwithstanding these failures, Mr. Hascheff demanded that his former
6 wife indemnify him for fees he incurred in the collateral action without acknowledging that the
7 fees had been incurred primarily in the collateral action.

8 Rather than providing her with thoughtful information on which she could evaluate her
9 indemnity obligation, Mr. Hascheff sent her a misleading demand letter in which he stated that
10 the malpractice action was on-going even though it was stayed by stipulation when he sent the
11 letter. He failed to tell her about the stay. He failed to provide documents on which she or her
12 counsel could thoughtfully evaluate his demand for indemnity.

13 Mr. Hascheff's misleading demand letter was sent to Ms. Hascheff long after he began
14 incurring legal fees but only shortly after the parties' daughter failed to invite her father to her
15 wedding. It appeared to Ms. Hascheff that the indemnity demand letter was sent in retaliation
16 because Mr. Hascheff blamed her for his strained relationship with his daughter. The hardball
17 manner in which Mr. Hascheff chose to pursue his indemnity claim projects that there is a
18 reasonable probability that her concern that he was using his demands and the litigation in
19 retaliation is true and resulted in substantially greater fees than should have been necessary.

20 During the underlying divorce litigation, Mr. Hascheff bullied and intimidated Ms.
21 Hascheff. She reported to counsel that Mr. Hascheff repeatedly threatened her about the
22 unreasonableness of her demands and repeatedly told her that her lawyer was running up the
23 bill and was just costing her money and that she should listen to him rather than to her lawyer.
24 Based on his bullying tactics, she signed the MSA relying on Mr. Hascheff's advice rather than
25 relying on her own counsel's advice. Following entry of the divorce, Mr. Hascheff continued
26 to bully and intimidate her. Ms. Hascheff believed that Mr. Hascheff's demands for indemnity
27 were part of the on-going pattern of their post-separation relationship and while she was
28 prepared to pay what she owed, she was no longer prepared to be bullied to pay something she

1 did not owe. Although the sum Mr. Hascheff demanded was relatively modest, Ms. Hascheff
2 was unprepared to be bullied, and reasonably demanded proof that the demand Mr. Hascheff
3 made was accurate. He refused to provide that proof. Ms. Hascheff incurred substantial fees
4 simply to obtain the basic records on which Mr. Hascheff based his demand and when he was
5 finally compelled by Court Order to provide that information, the documents did not support
6 his demands.

7 The correspondence attached as exhibits to Ms. Hascheff's underlying motion reflect
8 that Ms. Hascheff acknowledged her legal obligations pursuant to the parties' MSA and Decree
9 and made reasonable efforts to resolve the dispute without the need for litigation. Mr.
10 Hascheff, however, failed and refused to provide the information that her counsel requested.
11 The tone of his, and his lawyers' communications demonstrate that there was no room for
12 negotiation and resolution but, to the contrary, he demanded that Ms. Hascheff comply with his
13 demands or face threats that she would be obligated to pay his legal fees. Rather than
14 providing the documents to support his demands, Mr. Hascheff made inconsistent demands
15 about how much he claimed Ms. Hascheff owed him and threats about forcing her to pay his
16 legal fees if she did not bow to his demands.

17 Throughout the litigation Mr. Hascheff insisted that Ms. Hascheff had no right to know
18 any meaningful information and had no right to see the bills for which he sought indemnity.
19 Rather, his position was that all she needed to see were checks he wrote to his counsel even
20 though it was impossible to tell from those checks what work they paid for. Mr. Hascheff
21 insisted that his former wife was not entitled to any meaningful information, she simply had to
22 pay what he demanded that she pay. It is still unclear to counsel whether any of the fees Mr.
23 Hascheff incurred directly arising out of the malpractice action were covered by payments from
24 his insurance carrier.

25 To comply with her obligations pursuant to the MSA and Decree given Mr. Hascheff's
26 refusal to provide transparent and accurate information, Ms. Hascheff filed a motion seeking
27 this Court's guidance and clarification. Mr. Hascheff's opposition was long, complex, and
28 failed to address the issues and concerns Ms. Hascheff raised. Rather, he continued to insist

1 that her legal obligation was simply to pay him what he demanded. His Opposition forced her
2 to incur substantial fees to address his strident arguments and multiple citations to authority.
3 From her counsel's perspective, it appeared that Mr. Hascheff not only had counsel to assist
4 with his work, but, as a lawyer, was assisting his own counsel with the work to make the
5 process as difficult and expensive for Ms. Hascheff as possible.

6 And then, after Ms. Hascheff's motion for clarification was fully briefed, Mr. Hascheff
7 filed a motion to hold Ms. Hascheff in contempt of court raising and briefing exactly the same
8 issues that had already been raised and briefed in connection with Ms. Hascheff's motion and
9 his opposition thereto.

10 Since no meaningful new issues or relevant law were articulated in his contempt
11 motion, Mr. Hascheff necessarily had some other motivation for filing it. It appeared to Ms.
12 Hascheff and her counsel that he was using the contempt motion to force her to incur yet more
13 legal fees to make the process as expensive and difficult as possible for her, while it appeared
14 he was doing much of his own work for himself at no cost to himself, to bully her into
15 conceding to his demands. Whether that was his intention, or not, it was the practical result.
16 She had to incur substantial fees to respond to his contempt motion that was entirely
17 unnecessary, unhelpful and without merit.

18 Mr. Hascheff's unreasonable and inconsistent demands and refusal to provide relevant
19 documents, such as bills to show what fees he incurred in the malpractice action as opposed to
20 the collateral action, forced Ms. Hascheff to incur fees to prepare for and try the matter.

21 Mr. Hascheff, unsatisfied with the result, then appealed this court's decision, forcing
22 Ms. Hascheff to incur substantial fees in connection with his appeal. The Court of Appeals
23 read and interpreted the parties' MSA and Decree in exactly the same way Ms. Hascheff had
24 throughout the process and remanded for further actions with respect to the prevailing party fee
25 agreement included in the parties' MSA and Decree.

26 Fees on appeal are recoverable pursuant to a prevailing party fee clause. See, Musso v.
27 Binick, 104 Nev. 613, 764 P.2d 477 (1988). As the Nevada Court noted: "The purpose of such
28 contractual provisions, to indemnify the prevailing party for the full amount of the obligation, is

1 defeated and the party's contract rights are diminished if the party is forced to defend [her]
2 rights on appeal at [her] own expense." Id. at 614. The Court of Appeals interpreted the
3 parties' MSA and Decree in the same way as Ms. Hascheff did throughout the process and
4 remanded for further actions. Thus, she was undeniably the prevailing party with respect to
5 Mr. Hascheff's appeal.

6 Mr. Hascheff's post-appeal litigation conduct paralleled his prior litigation conduct that
7 forced Ms. Hascheff to incur legal fees that she should not have been forced to incur. His new
8 lawyer, Mr. Kent continued to refuse to provide billing records or other information and then,
9 when required to do so demanded an expensive confidentiality agreement.

10 Mr. Hascheff, through Mr. Kent, then made an unsupportable argument that the
11 indemnity language of the MSA was ambiguous and asked the Court to allow him to brief that
12 alleged ambiguity. Mr. Hascheff's claim that the MSA was ambiguous was, necessarily
13 inconsistent and incompatible with his prior contempt motion. A litigant cannot prevail on a
14 contempt motion unless the order at issue is clear and unambiguous. See, Southwest Gas Corp.
15 v. Flintkote, Co, U.S. Lime Div., 99 Nev. 657, 127, 659 P.2d 861 (1983); Cunningham v.
16 Eighth Judicial Dist. Ct., 102 Nev. 551, 729 P.2d 1328 (1986). If the MSA was ambiguous as
17 Mr. Kent argued on Mr. Hascheff's behalf, the contempt motion Mr. Hascheff filed and Ms.
18 Hascheff was forced to incur fees to respond to, was entirely without merit.

19 Thus, either Mr. Hascheff's original contempt motion or his later claim that the MSA is
20 ambiguous, was made in violation of Rule 11 of the Nevada Rules of Civil Procedure and the
21 Nevada Rules of Professional Conduct. But then, after this Court graciously gave Mr. Hascheff
22 the opportunity to brief the alleged ambiguity, he changed counsel again. His brief then failed
23 to comply with this Court's Order and failed to even address the alleged ambiguity he claimed
24 necessitated the briefing. Mr. Hascheff failed to identify the fees directly arising out of the
25 malpractice action when he produced his billing records pursuant to this Court's Order.

26 While the fees Ms. Hascheff incurred in connection with the briefing Mr. Hascheff
27 requested related to the claimed ambiguity were modest, his post-appeal litigation conduct
28 reflects the way in which he litigated his indemnity claim throughout the litigation that did

1 cause Ms. Hascheff to incur incredible legal fees and costs that she should not have been forced
2 to incur. At every step of the proceeding, Mr. Hascheff made it more expensive and difficult
3 for her.

4 The COA Order arising out of Mr. Hascheff's failed appeal clearly articulates the
5 meaning of the MSA and Decree. The COA interpreted Ms. Hascheff's obligations pursuant to
6 the MSA and Decree in the same way Ms. Hascheff did throughout the litigation. The
7 fundamental issue on remand, therefore, was who was the prevailing party.

8 And yet, notwithstanding that clear direction from the COA, Mr. Hascheff continued to
9 insist that the MSA and Decree meant something different than the definition in the COA
10 Order. Mr. Hascheff then once again changed lawyers. However, he continued to refuse to
11 provide accurate and transparent information about the legal fees incurred in the malpractice
12 action, and continued to argue that he was, in some way, the prevailing party. All of those
13 efforts were without merit and yet forced Ms. Hascheff to incur yet more fees to respond.

14 Then, Mr. Hascheff demanded that he be allowed to brief the prevailing party fee issue,
15 even though he failed to make that request at the status conference following entry of the COA
16 Order and notwithstanding this Court's clear direction that it did not need briefing. Mr.
17 Hascheff failed to demonstrate there was any need for or basis for his motion to be allowed to
18 brief the issue. Once again, Ms. Hascheff was forced to incur fees to respond.

19 5. Work Performed: The work Ms. Hascheff's counsel performed and the fees she
20 was charged is reflected in her redacted billing statements that are attached as **Exhibit A**
21 hereto. Counsel will provide unredacted copies to the court *en camera* at the Court's request if
22 the Court has any questions or concerns.

23 Ms. Leonard represented Ms. Hascheff in connection with Mr. Hascheff's failed appeal.
24 Her *Wilfong* affidavit is attached hereto as **Exhibit B** hereto.

25 6. Result Obtained: The trial court rejected Mr. Hascheff's demands. The COA
26 Order rejected Mr. Hascheff's claims and arguments. This Court rejected Mr. Hascheff's post-
27 appeal motions. This Court determined that Ms. Hascheff is the prevailing party.

28

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:

NOTICE OF FILING OF WILFONG AFFIDAVIT

on the party set forth below by:

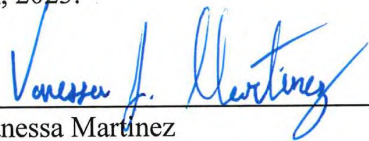
- Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.
- Personal delivery.
- Second Judicial E flex
- Federal Express or other overnight delivery.

addressed as follows:

X John Springgate, Esq.

The undersigned affirms that this document contains no social security numbers

Dated this 10th day of March, 2023.



Vanessa Martinez

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EXHIBIT LIST

<u>Exhibit No.</u>	<u>Document Title</u>	<u>No. of Pages</u>
1	Redacted Billing Statements	41
2	Wilfong Affidavit for Debbie Leonard and Supporting Documentation	28

FILED
Electronically
DV13-00656
2023-03-10 02:12:19 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9553216

EXHIBIT A

EXHIBIT A

Pages AA 1516 to AA 1555 filed under Seal.

FILED
Electronically
DV13-00656
2023-03-10 02:12:19 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9553216

EXHIBIT B

EXHIBIT B

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DECLARATION OF DEBBIE LEONARD

I, Debbie Leonard, do hereby swear under penalty of perjury that the assertions of this declaration are true and correct.

1. I am over the age of eighteen (18) years. I have personal knowledge of the facts stated within this declaration. If called as a witness, I would be competent to testify to these facts.

2. I was appellate counsel of record for Lynda Hascheff in Court of Appeals Case No. 82626 related to the appeal filed by Pierre Hascheff and the cross-appeal filed by Ms. Hascheff. This Declaration is filed in support of Ms. Hascheff’s Motion for Attorneys’ Fees and to address the factors set forth in *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969) for fee requests.

3. I am an attorney duly licensed to practice law in the State of Nevada since 2002 and the State of California since 2003. I am a graduate of the University of California, Berkeley School of Law (Boalt Hall). Following law school, I clerked for the Honorable David W. Hagen in the United States District Court for the District of Nevada. I have twenty years of litigation experience with a focus on appellate practice. I have briefed and argued numerous appeals before the Nevada Court of Appeals, Nevada Supreme Court, and Ninth Circuit Court of Appeals.

4. I chaired the State Bar of Nevada’s Appellate Litigation Section, and am currently serving an appointment to the Nevada Supreme Court’s Commission on Nevada Rules of Appellate Procedure. I also serve as the Lead Editor of the Nevada Appellate Practice Manual. I formerly served as a Lawyer Representative for the United States District Court.

5. I believe that I have a good reputation with the judges before whom I practice and my fellow members of the Bar. My ability to competently handle this matter is demonstrated in the appellate briefs I filed and Court of Appeals decision affirming in part the declaratory relief in Ms. Hascheff’s favor.

1 6. I am the owner of Leonard Law, PC, which I started in June 2019. Prior to
2 starting Leonard Law, I was a partner with McDonald Carano LLP and chaired its Appellate
3 Practice Group. I was retained by Ms. Hascheff due to my extensive appellate experience.

4 7. Attorneys’ fees incurred by Ms. Hascheff on appeal in this matter are reflected in
5 the monthly invoices prepared by Leonard Law. Attached to this Declaration as Exhibit 1 are
6 true and correct copies of invoices prepared by Leonard Law, through and including August
7 2022. I reviewed these invoices each month prior to submitting them to the client. At that time, I
8 determined whether the fees charged were reasonable.

9 8. The invoices have limited redactions for entries protected by the attorney/client
10 privilege and/or work product protection. Should the Court wish to see unredacted versions of
11 the invoices, Ms. Hascheff can submit them for *in camera* review. By submission of these
12 invoices, Ms. Hascheff does not intend to waive, nor should she be construed to waive, any
13 attorney/client communication privilege, work product protection, or other privilege.

14 9. The invoices accurately reflect the time expended on this case and the fees
15 charged for that time from April 2021 through August 2022.

16 10. Pursuant to contract with Ms. Hascheff, my hourly rate in effect during this
17 engagement was \$400/hour, and \$200/hour for my paralegal, Tricia Trevino. These hourly rates
18 are low compared to the standard hourly rates I charge, which range from \$425 to \$510 per hour
19 for my time and \$200 to \$225 per hour for Ms. Trevino’s time.

20 11. A summary of Leonard Law’s fees by timekeeper is attached to this Declaration
21 as Exhibit 2. Each timekeeper’s rate is multiplied by the hours worked to calculate the lodestar
22 amount. This summary shows the total that was billed to Ms. Hascheff. The total fees that were
23 billed to the client amounted to \$38,840.00, and all invoices have been paid. I will provide a
24 supplemental declaration updating the amount for additional attorney’s fees incurred through the
25 filing date of Ms. Hascheff’s Reply in Support of Motion for Attorneys’ Fees.

26 12. All attorneys’ fees and professional time charged in the monthly invoices were
27 necessarily incurred to represent Ms. Hascheff on appeal. The amount of work required to
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1 represent Ms. Hascheff on appeal was commensurate with the nature of, and proportionate to the
2 scope of, the arguments made by Mr. Hascheff. Legal issues that needed to be researched
3 included contractual indemnification provisions, contract interpretation, laches, attorney-client
4 privilege, and breach of the covenant of good faith and fair dealing. The correspondence in the
5 record was extensive, requiring me to succinctly explain the chronology of events that gave rise
6 to the litigation and appeal.

7 13. The Court of Appeals ultimately affirmed in part the declaratory relief in Ms.
8 Hascheff's favor based on the arguments I made. The Court interpreted the parties' Marital
9 Settlement Agreement in the manner that I urged in the briefs, specifically concluding that the
10 indemnification provision did not include fees related to the collateral trust litigation in which
11 Mr. Hascheff was a witness and that the Court must award fees to the prevailing party.

12 14. For all of Ms. Hascheff's submissions to the appellate courts, all professionals
13 used the requisite legal research, analytical and writing skills, and document preparation skills to
14 properly perform the legal services for which Leonard Law was retained.

15 15. Mr. Hascheff's success on appeal demanded the work that I put into it.

16 16. In light of the foregoing, all fees billed to Ms. Hascheff were reasonable.

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

19 Dated: February 7, 2023

20 
21 DEBBIE LEONARD

EXHIBIT 1

EXHIBIT 1

Pages AA 1561 to AA 1583 filed under Seal.

1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703),
2 John Springgate (NSB #1350), Alexander C. Morey (NSB#11216)
3 Benjamin E. Albers (NSB #11895)
4 Silverman Kattelman Springgate Chtd.
5 500 Damonte Ranch Pkwy., #675
6 Reno, Nevada 89521
7 Telephone: 775/322-3223
8 Facsimile: 775/322-3649
9 Attorney for Plaintiff

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

13 **PIERRE A. HASCHEFF,**

Case No. DV13-00656

Dept. No. 12

14 Plaintiff,

15 vs.

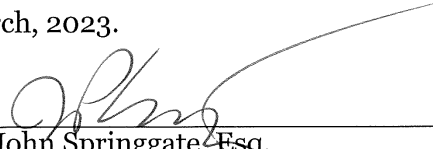
16 **LYNDA HASCHEFF,**

17 Defendant.

18 **OPPOSITION/RESPONSE TO WILFONG AFFIDAVIT**

19 Comes now the Plaintiff, PIERRE HASCHEFF, by and through his undersigned
20 counsel, JOHN SPRINGGATE, ESQ., of SILVERMAN KATTELMAN SPRINGGATE,
21 CHTD., and enters his Opposition and Response to the Wilfong Affidavit filed by
22 Defendant on March 10, 2023. This Opposition is made and based upon the attached
23 memorandum of Points and Authorities, the affidavit and exhibits attached, and all the
24 papers and pleadings on file in this action.

25 Dated this 24 day of March, 2023.

26 
27 _____
28 John Springgate, Esq.
29 Attorney for Plaintiff

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POINTS AND AUTHORITIES

Comes now the Defendant, Pierre Hascheff, hereinafter “Pierre,” and opposes the Wilfong affidavit submitted by the Plaintiff, Lynda Hascheff, hereinafter “Lynda,” on the following grounds:

1. The math is wrong. Defendant’s counsel has grossly overstated her fees shown by the invoices attached.

2. The redacted exhibits and billings make it difficult if not impossible to analyze the statements for accuracy or applicability to this matter, in light of the failed claims.

3. The Court of Appeals found in favor of Pierre on the notice issue, remanding the matter to this Court, and thus, Lynda did not prevail on the appeal, and cannot seek fees for that. Indeed, Pierre prevailed on the majority of the issues, and Lynda cannot claim that she prevailed.

4. The fees sought are unreasonable in relation to the amount at issue, and show that the litigation was unreasonably extended and continued by Lynda’s counsel, and this behavior should not be rewarded by the Court. In proof of this, Pierre made an offer of judgment to resolve the matter, when both parties had access to the unredacted invoices, and Pierre’s fees are lower, in comparison.

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ANALYSIS

1. The math is wrong.

Mr. Meador’s Affidavit seeks an award of fees and costs to Woodburn and Wedge of \$83,245, and fees for the appeal of \$38,840.00, for a total of \$122,091. Without

1 regard to the legal basis of the fees, or the reasonableness, the math is simply wrong.

2 The invoices attached to the Affidavit have two parts, an overview on the first
3 page, and then a detail of the services rendered. A review of the attached redacted
4 invoices, counting for each invoice only the “services rendered,” yields a fee total of
5 **\$53,144.72**, somewhat less than the \$83,245 claimed. So, to check that number,
6 counsel looked for the payments on the invoices. Ms. Hascheff paid \$2427.25 on an
7 early invoice, and had then accumulated a balance of \$32,487. That balance disappears
8 between March, 2021, and August, 2022 during the pendency of the appeal, and
9 presumably it was paid, and not forgiven. If so, at the end the invoices reflect another
10 payment of \$500 in August, 2022, and then a balance due on the last invoice of
11 \$17,730. Lynda has presumably spent, or incurred, fees of **\$53,144.25**.

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14 Mr. Meador has overstated, or incorrectly added, his fees by \$30,000. That may
15 not be much to him, but it’s a lot to Pierre. Hopefully Lynda has not similarly overpaid.
16 Confirmation of the amounts that she has actually paid, or incurred, will be necessary
17 given the grossly overstated amount due.

18
19 **2. The redacted exhibits and billings make it difficult if not**
20 **impossible to analyze the statements for accuracy or applicability to this**
21 **matter.**

22 The affidavit of Shawn Meador, Esq. submitted in support of the claim for fees,
23 cites *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005), which incorporates the
24 *Brunzell v. Golden Gate National Bank* factors, proceeds to allegedly analyze the fees
25 claimed under that standard. The first fact, the “quality of the advocate,” is set forth in
26 the Affidavit, and Mr. Meador certainly has a significant number of credentials to
27

1 support his ability as a lawyer. It is in the second section, the “Character and Difficulty
2 of the Work,” where the matter goes seriously astray.

3 It cannot be ignored that when the Court finally reviewed the unredacted
4 attorney’s fees bills, and decided which ones were appropriately attributed to the
5 malpractice action, following the direction of the Court of Appeals, the total was
6 \$2,295.00, and Lynda was ordered to pay half of that amount to Pierre, under Section
7 40 of the Marital Settlement Agreement.
8

9 These parties were divorced in 2013, and Qualified Domestic Relations Orders
10 were issued in 2015. This matter was dormant until Lynda filed the initial Motion to the
11 Court for clarification under the Decree. Pierre filed his Motion for Order to Show
12 Cause, filed in response, where he sought \$4924 as her 1/2 of the fees due. Motion for
13 Order to Show Cause, July 8, 2020, page 12. This action has thus continued since Lynda
14 filed her motion, in June, 2020, on a \$5,000.00 claim. Having been ordered to pay
15 \$1,147.50, Lynda now argues that she was “successful,” having been ordered to pay
16 money, and should have \$124,591 in fees as a result. Affidavit, page 8.
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19 How is it possible that this matter could consume so much attorney time? Some
20 reference to the Affidavit is helpful in this regard. “Mr. Hascheff sent her a misleading
21 demand letter...” Affidavit, page, line 8. “He failed to provide documents on which she
22 or her counsel could thoughtfully evaluate hid demand for indemnity.” Affidavit, page 8,
23 ln 12. (Indeed, Pierre had provided all of the documentation to Lynda’s sister, then her
24 attorney, prior to Mr. Meador being involved. See, Motion for Order to Show Cause).
25

26 The Affidavit goes on to allege that Pierre’s indemnity letter was sent in
27 retaliation because their daughter did not invite him to her wedding, that he blamed her

1 for the relationship, and most surprisingly, “during the underlying divorce litigation,
2 Mr. Hascheff bullied and intimidated Ms. Hascheff.” Affidavit, page 3, ln 20.
3 Incredibly, “she signed the MSA relying on Mr. Hascheff’s advice rather than relying on
4 her own counsel’s advice.” Page 3, ln 25.

5 Thus, it becomes apparent how the fees in this matter grew so large: it’s personal.
6 Mr. Meador’s response to Pierre telling his wife that she’s being over billed in the
7 divorce, is to overbill in this litigation. Notably, Mr. Meador’s affidavit is of limited
8 evidentiary value on the history of the parties, as he is not competent to state whether
9 she felt bullied or not, and he should be directed to stay on the point. Given the
10 extraneous facts inserted into the Affidavit, it is easy to see how a \$5,000 dispute has
11 now gained this sort of billing, (albeit overstated by some \$30,000) while
12 simultaneously throwing Ms. Hascheff under the bus on her own MSA.

13 Pierre would object, of course, to this characterization of his actions and the
14 history of the parties, but the issue for this Court is not how they dealt with each other in
15 the marriage or divorce, but the “reasonableness” of the fees requested. They are not
16 reasonable. Counsel then states, incorrectly, that Pierre was compelled by “Court order
17 to provide the information [the fee invoices]” when the Court well knows that the parties
18 agreed to provide the unredacted invoices to the Court *in camera*, following the
19 submission of a stipulated protective order, filed October 13, 2022. Pierre rejects as
20 untruthful, and opposes as irrelevant, the conjecture and speculation of Mr. Meador, or
21 the statements made to intimidate, harass, or disparage him. The changes to the MSA,
22 made after the parties discussed it, benefitted Lynda greatly, increasing her alimony,
23 increasing her life insurance, and paying her health insurance premiums, and giving her
24

1 a larger share of their Incline home sales proceeds. It is simply counsel, again, seeking
2 to disparage him, and justify the gross overbilling in this matter. The discussion
3 regarding the MSA is just so much hoodoo and innuendo. Mr. Meador was
4 representing Lynda at the time, if the MSA was so bad, he should have withdrawn.
5 Instead, the parties apparently cooperated until this matter came up. Relying on this,
6 and Pierre's alleged "bullying," is not only without support, and factually untruthful,
7 but shows that this is not about the "reasonable fees and costs," but rather about Mr.
8 Meador getting even for something that happened 5 years ago.

10 It is for this reason that the redacted affidavits cannot be relied upon here, and
11 should be provided to the parties, and the court. Normally, the redactions would be
12 necessary to remove any attorney-client communications, as they would not be
13 pertinent to the decision, but given the history, as related by counsel, they should be
14 reviewed. How much of those communications, for example, are related to Pierre's
15 claimed prior acts, and how much is related to really moving the case forward? Indeed,
16 some of the redactions concern communications with the Pierre's counsel, and it is
17 difficult to see how those communications are privileged or otherwise should be
18 redacted.
19

21 It was improper to award attorney's fees based upon sealed billing records
22 without the opportunity to review. *Golden Rd. Motor Inn, Inc. v. Islam*, 132 Nev. 476,
23 376 P.3d 151 (2016), citing *Love v. Love*, 114 Nev. 572, 582, 959 P.2d 523, 529 (1998).

25 Counsel has represented that unredacted copies can be made available to the
26 Court. They should be, to the Court and to Pierre, for the reasons stated. Pierre and the
27 Court are entitled to see all the entries in the invoices, and the failure to consider the

1 unredacted invoices would be error. If necessary, this can be via another stipulated
2 protective order. The Court cannot determine what fees are related to Lynda's
3 "successful claims" without the ability to review each entry and see if it was related to
4 those points, or to her failed issues.

5 **3. The Court of Appeals found in favor of Pierre on the notice issue,**
6 **remanding the matter to this Court, and thus, Lynda did not prevail on the appeal,**
7 **and cannot seek fees for that. Indeed, Pierre prevailed on the majority of the**
8 **issues, and Lynda cannot claim that she prevailed.**
9

10 Lynda now argues, under the "difficulty of the work standard" that this case
11 could have been resolved quickly and inexpensively and that she agreed to pay the fees
12 required under the MSA, which could not be farther from the truth. From the inception
13 of this dispute, Lynda's position starting with her sister, Lucy Mason, also a lawyer, was
14 that she denied owing Pierre anything under the MSA, arguing instead that he forfeited
15 and waived his indemnity right, because he failed to provide notice to her in a timely
16 fashion. Pierre argued from the beginning to Ms. Mason, and then to Mr. Meador that
17 there was no notice requirement in the MSA, arguing that both Nevada cases and a
18 majority of other jurisdictions followed this rule.
19

20 Nevertheless, Lynda continued at both the district court level and on appeal that
21 Pierre had forfeited his indemnity right because he failed to give notice, and was
22 equitably estopped from forever exercising his indemnity right, leaving Pierre alone to
23 absorb 100% of the fees, and 100% of the potential judgment, should one be entered
24 against him in this or other litigation. Even in the *Wilfong* affidavit, Lynda continues to
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1 argue the very same 11 meritless claims she made before this court and the appellate
2 court, all of which she lost.

3 The Court of Appeals did hold that the indemnification provision of the MSA did
4 not include the fees incurred in the collateral action, as Pierre was not sued for
5 malpractice in that action. *Order Affirming in Part*, at pg. 8. However, Pierre clearly
6 prevailed on his claims that the Court was incorrect to deny his indemnification based
7 on notice or laches. *Order Affirming*, at 9. The Court of Appeals remanded to this
8 Court to determine the prevailing party, and award fees consistent with the MSA. *Order*
9 *Affirming*, at 12.

11 A party may be a prevailing party entitled to recover attorney's fees and costs if
12 [he] succeeds on any significant issue in litigation which achieves some of this benefit it
13 sought in bringing its claims. *See, LVMPD v. Blackjack Bonding*, 131 Nev. 80, 343
14 P.3d 608,615 (2015); *Valley Electric Ass'n v. Overfield*, 121 Nev. 77, 106 P.3d 1198, 1200
15 (2005); *see also, Hensley v. Eckerhart*, 461 US 424, 434, 103 S. Ct. 1933, 1940, 76 L. Ed.
16 2d 40 (1983)(to be a prevailing party, a plaintiff need succeed only on some of his claims
17 for relief), and *Weston v. Cushing*, 45 Vt. 531, 1873 Vt. Lexis 53: "The orator having
18 prevailed upon this question, it would seem no reason for denying him costs, that the
19 court in defining his right do not concede it to the full extent he asks, so long as they give
20 him more than the defendants would admit."

23 This Court then issued its Order of February 17, 2023, finding that Ms. Hascheff
24 was the prevailing party, as she was not required to indemnify Pierre for fees incurred in
25 the collateral action, and inviting the Wilfong affidavit.
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1 Respectfully, that Order ignores that Pierre prevailed at the Court of Appeals on
2 the notice issue, and on the laches/waiver issue. More importantly, it fails to recognize
3 the single salient fact still before this Court, and subject of the entire litigation, that
4 Lynda owes Pierre money under the indemnity agreement. Respectfully, Pierre
5 prevailed, and should be entitled to his fees and costs.

6 Lynda, in the attorney's affidavit, argues *again* that Pierre failed to timely notify
7 her, failed to share information with her including providing privileged information
8 concerning the malpractice claim, breached his fiduciary duty to her, breached the MSA,
9 breached the implied covenant of good faith and fair dealing, and asserted equitable
10 defenses such as collateral estoppel and laches. Those claims did not prevail at the
11 Court of Appeals, and no fees should be attached to those failed claims.

12 The Affidavit seemingly argues that, as this Court has held, that Lynda prevailed
13 on that one point, that the fees in the collateral action are not covered, then all of
14 Lynda's fees should be recoverable. This is incorrect.

15 It is true that the parties may be considered a prevailing party if they succeeded
16 on any significant issue in the litigation which achieves some of the benefit sought, but
17 that only "brings the plaintiff across the statutory threshold," leaving the district court to
18 determine what fees are reasonable. *Hensley v. Eckerhart*, 461 U.S. 424, 433, 103 S. Ct.
19 1933 (1983), citing *Nadeau v. Helgemoe*, 581 F.2d 275 (1st Cir. 1978).

20 However, the *Hensley* case, considering fees in a civil rights action, went on to
21 discuss the role of the District Court in weighing the eventual results:
22 The most useful starting point for determining the amount of a reasonable fee is the
23 number of hours reasonably expended on the litigation multiplied by a reasonable
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1 hourly rate. This calculation provides an objective basis on which to make an initial
2 estimate of the value of a lawyer's services. The party seeking an award of fees should
3 submit evidence supporting the hours worked and rates claimed. Where the
4 documentation of hours is inadequate, the district court may reduce the award
5 accordingly.

6 **The district court also should exclude from this initial fee calculation hours**
7 **that were not "reasonably expended."** S. Rep. No. 94-1011, p. 6 (1976). **Cases**
8 **may be overstaffed, and the skill and experience of lawyers vary widely.**

9 Counsel for the prevailing party should make a good-faith effort to exclude from a fee
10 request hours that are excessive, redundant, or otherwise unnecessary, just as a lawyer
11 in private practice ethically is obligated to exclude such hours from his fee submission.
12 "In the private sector, 'billing judgment' is an important component in fee setting. It is
13 no less important here. Hours that are not properly billed to one's *client* also are not
14 properly billed to one's *adversary* pursuant to statutory authority." *Copeland v.*
15 *Marshall*, 641 F.2d 880, 891, 205 U. S. App. D. C. 390, 401 (1980) (en banc) (emphasis
16 in original).

17 *Hensley v. Eckerhart*, 461 U.S. 424, 433-34, 103 S. Ct. 1933, 1939-40 (1983) [Emph.
18 added in bold].

19 Thus, it is submitted that here the Court should review the fee invoices with an
20 eye to whether the time was expended on the single "success," limiting the fees to those
21 incurred in the actual malpractice litigation, versus those incurred by Lynda on claims
22 and appeals that ultimately failed.

23 **4. The fees sought are unreasonable in relation to the amount at**
24 **issue, and show that the litigation was unreasonably extended and**
25 **continued by Lynda's counsel, and this behavior should not be rewarded by**
26 **the Court. In proof of this, Pierre made an offer of judgment to resolve the**
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1 **matter, when both parties had access to the unredacted invoices, and**
2 **Pierre's fees are lower, in comparison.**

3 When Lucy Mason was representing Lynda, prior to counsel's appearance, she
4 received all of the documents she requested immediately. She had recommended to
5 Pierre that he redact the privileged information and send redacted invoices, which he
6 did; it was after that point that Lynda's attorney reneged on the offer, and requested
7 copies of Pierre's attorney's files, Todd Jacsik's attorney's files, and communications
8 between the 2 of them, all of which were privileged and could not be disclosed.
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10 Although Lynda may have desired this information, she was not in a privileged
11 position with regards to the attorney's communications, and not subject to a joint
12 defense agreement. Pierre provided the unredacted entries to the Court pursuant to a
13 stipulated protective order. The malpractice action is still ongoing, and Pierre is still
14 potentially liable on that action, and waiver of privilege as to those communications
15 cannot be taken lightly. This unnecessarily caused increased fees for both parties in this
16 matter. Eventually, by agreement, the unredacted fees were provided to the Court under
17 a stipulated protective order. In short, the litigation tactics of the Defendant caused the
18 fees to be unreasonable for both parties.
19

20
21 Counsel misstates the holding of *Musso v. Binick*, 104 Nev. 613, 764 P.2d 477
22 (1988). While fees on appeal are recoverable pursuant to a prevailing party fee contract,
23 the party must have "successfully" prevailed on the appeal. While it is true that the
24 Court of Appeal did limit the fees to those incurred in the actual malpractice action,
25 Pierre prevailed in overcoming the lower court order which found his claim for
26 indemnity barred by notice or laches. Pierre prevailed, and again, respectfully, while
27

1 this Court has determined that Lynda is the “prevailing party,” she still has to pay the
2 indemnity, which was a position she forcefully resisted from the onset. Accordingly, her
3 fees on appeal should not be recoverable.

4 It is unclear how Lynda can claim that the fees here are “reasonable,” and ask the
5 Court to award them. Pierre was clear from the start that he was seeking some \$4500 in
6 indemnity for the fees expended. At the end of the day, Lynda was ordered to pay
7 \$1,147.50. There is no situation where fees of \$83,000 (or \$53,000, if math is used) are
8 reasonable to “win” a case worth, at best, \$4500. Lynda’s position from the outset was
9 to defeat the claim for indemnity *in full*, and prevent any future claims in any other
10 instances. In that regard, she failed, and the pursuit of that objective should not be
11 countenanced by this court, nor rewarded with fees.

12 Lynda never offered to pay any amount. Pierre, by contrast, made an offer of
13 judgement to accept \$1,400 to end the litigation, on October 1, 2022. See, Exhibit 1,
14 attached. Had the Court not discounted several of the entries in the reviewed invoices,
15 the Offer would have been spot on. Order Regarding indemnification, fn 3., page 4.
16 Lynda’s position throughout was that the indemnity provision itself should go away.
17 This was a step too far, and shows again that the fees and costs incurred here were not
18 reasonable to determine the amount of indemnity due, but were instead incurred in an
19 attempt to deny future indemnity claims. See, the Declaration of Pierre Hascheff,
20 attached.

21 Pierre has attempted to resolve this litigation, but cannot in the face of such
22 egregious billing. His fees, by contrast are far more reasonable, and still too much for
23 the amount at issue. See, the Declaration of Pierre Hascheff, attached hereto, showing

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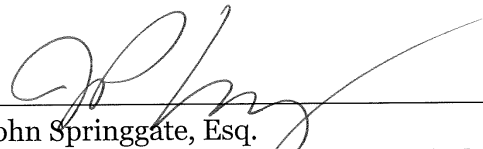
that he paid his attorneys Todd Torvinen, Esq., \$11,305, and Steven Kent, Esq., \$26,422, and the undersigned, \$7640, far short of the claims for Lynda.

Wherefore, it is respectfully requested that the Court review the Affidavit for attorney's fees filed by Lynda in this matter, in light of the above arguments, and order, again, as it did previously, that each party should bear their own fees in the matter. Defendant's fee claims are not reasonable, nor related to the issues herein where both parties can be said to have prevailed.

AFFIRMATION

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

DATED this 24 day of March, 2023.



John Springgate, Esq.
Silverman Kattelman Springgate, Chtd.
500 Damonte Ranch Pkwy, Ste 675
Reno, NV 89521
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

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Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman, Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the foregoing **Opposition/Response to Wilfong Affidavit** on the party(ies) identified below by:

- Placing an original or true copy thereof in a sealed envelope, postage prepaid for collection and mailing in the United States Mail at Reno, Nevada to
- Hand Delivery via Reno Carson Messenger Service
- Facsimile to the following numbers:
- Federal Express or other overnight delivery
- Reno Carson Messenger Service
- Certified Mail, Return receipt requested
- Electronically, using Second Judicial District Court’s ECF system
- Electronic mail to:

addressed to:

Shawn Meador, Esq.
Woodburn and Wedge
6100 Neil Road Suite 500
Reno, NV 89505

Dated this 24 day of March, 2023.



Olga Garcia

INDEX OF EXHIBITS

Exhibit	Description	# pgs.
1	Offer of Judgment	3
2	Declaration of Pierre Hascheff	1

FILED
Electronically
DV13-00656
2023-03-24 03:06:05 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9577594 : adixon

Exhibit “1”

Exhibit “1”

1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703),
John Springgate (NSB #1350), Alexander C. Morey (NSB#11216)
Benjamin E. Albers (NSB #11895)
2 Silverman Kattelman Springgate Chtd.
500 Damonte Ranch Pkwy., #675
Reno, Nevada 89521
3 Telephone: 775/322-3223
Facsimile: 775/322-3649
4 Attorney for Plaintiff

5 **IN THE FAMILY DIVISION**
6 **OF THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA IN**
7 **AND FOR THE COUNTY OF WASHOE**

8 PIERRE A. HASCHEFF,

Case No. DV13-00656

Dept. No. 12

9 Plaintiff,

10 vs.

11 LYNDA HASCHEFF,

12 Defendant.

13 _____ /
14 **OFFER OF JUDGMENT**
15 **NRS 125.141**

16 To: Lynda Hascheff and her counsel of record, Shawn Meador:

17 Pursuant to NRS 125.141, Pierre A. Hascheff hereby offers to allow a decree to be
18 entered concerning the property rights of the parties on the following terms and
19 conditions:

20 Plaintiff offers to have judgment taken in favor of Plaintiff, and against
21 Defendant, in the total amount of \$1,400.00 (One Thousand, Four Hundred Dollars),
22 with each party to bear their own attorney's fees and costs, in full resolution of
23 Defendant's Motion for Clarification or Declaratory Relief, Plaintiff's Motion for Order
24 to Enforce or for Order to Show Cause, and associated motions for attorney's fees, the
25 appeal and cross-appeal therefrom, and any matters on remand. If this offer is
26 accepted, judgment may be entered in accordance with the terms hereof. If not accepted
27 within 10 days of service, it shall be deemed rejected.
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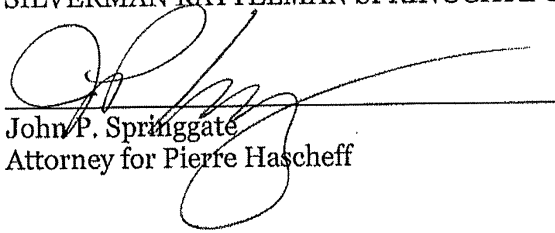
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Affirmation

Under NRS 239B.030 the undersigned affirms the preceding contains no social security number.

Dated this 31 day of October, 2022.

SILVERMAN KATTELMAN SPRINGGATE CHTD.



John P. Springgate
Attorney for Pierre Hascheff

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CERTIFICATE OF SERVICE

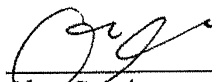
Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the foregoing **OFFER OF JUDGMENT** on the party(ies) identified below by:

- Placing an original or true copy thereof in a sealed envelope, postage prepaid for collection and mailing in the United States Mail at Reno, Nevada to
- Hand Delivery via Reno Carson Messenger Service
- Facsimile to the following numbers:
- Federal Express or other overnight delivery
- Reno Carson Messenger Service
- Certified Mail, Return receipt requested
- Electronically, using Second Judicial District Court's ECF system
- Electronic mail to: smeador@woodburnandwedge.com

addressed to:

Shawn Meador, Esq.
Woodburn and Wedge
6100 Neil Road Suite 500
Reno, NV 89505

Dated this 31 day of October, 2022.



Olga Garcia

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2023-03-24 03:06:05 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9577594 : adixon

Exhibit “2”

Exhibit “2”

1 **Declaration of Pierre Hascheff**

2 PIERRE HASCHEFF, under penalty of perjury, deposes and says:

3 1. I am the Plaintiff in this action, and make this declaration in support of my
4 Opposition to the Affidavit submitted by Shawn Meador, Esq., on behalf of Lynda
5 Hascheff.

6 2. I have reviewed the factual statements made in the Opposition, and those
7 statements are true and correct, to the best of my knowledge. If any information is
8 stated on information and belief, I believe it to be true.

9 3. I do not recall any attempt on the part of Lynda to resolve this matter by
10 any offer of payment of any amount for my indemnity claims. I made an offer of
11 judgment in October, 2022, which was not accepted. I attempted to resolve the matter,
12 many times, including through mediation. but I could not agree to waive any indemnity
13 claims into the future.

14 4. I have incurred my own attorney's fees in this matter. Todd Torvinen, Esq.,
15 represented me on the initial hearing prior to the appeal, and his fees and costs totaled
16 approximately the sum of \$11,305. Steven Kent, Esq., took over for the appeal, through
17 the hearing with the Court after the remand, and his fees and costs totaled about
18 \$26,422. John Springgate, Esq., has represented me since, and billed \$7640. Based on
19 those numbers, I do not believe that the fees requested are reasonable, nor related to the
20 issues on which Defendant prevailed.
21

22 Dated this 24 day of March, 2023.

23 /S/ PIERRE HASCHEFF

24 _____
25 Pierre Hascheff
26
27

1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703),
2 John Springgate (NSB #1350), Alexander C. Morey (NSB#11216)
3 Benjamin E. Albers (NSB #11895)
4 Silverman Kattelman Springgate Chtd.
5 500 Damonte Ranch Pkwy., #675
6 Reno, Nevada 89521
7 Telephone: 775/322-3223
8 Facsimile: 775/322-3649
9 Attorney for Plaintiff

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

13 **PIERRE A. HASCHEFF,**

Case No. DV13-00656

14 Plaintiff,

Dept. No. 12

15 vs.

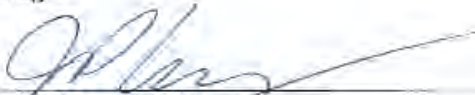
16 **LYNDA HASCHEFF,**

17 Defendant.

18 **SUPPLEMENTAL OPPOSITION TO WILFONG AFFIDAVIT**

19 Comes now the Plaintiff, PIERRE HASCHEFF, by and through his undersigned
20 counsel, JOHN SPRINGGATE, ESQ., of SILVERMAN KATTELMAN SPRINGGATE,
21 CHTD., and enters his Supplemental Opposition to the Wilfong Affidavit filed by
22 Defendant on March 10, 2023, after review of the unredacted billing invoices, according
23 to the Stipulation and Order dated April 7, 2023. This Opposition is made and based
24 upon the attached memorandum of Points and Authorities, the exhibits attached, and all
25 the papers and pleadings on file in this action.

26 Dated this 14 day of April, 2023.

27 
28 John Springgate, Esq.
Attorney for Plaintiff

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POINTS AND AUTHORITIES

Comes now the Defendant, Pierre Hascheff, hereinafter “Pierre,” and files his Supplemental Opposition to the Wilfong affidavit submitted by the Plaintiff, Lynda Hascheff, hereinafter “Lynda,” after review of the unredacted invoices.

Pierre had argued in his original Opposition that “The redacted exhibits and billings make it difficult if not impossible to analyze the statements for accuracy or applicability to this matter, in light of the failed claims.”

Following the provision of the unredacted invoices, Pierre had the opportunity to review them in detail, and makes the following observations in support of his Opposition. Note that Pierre’s first claim, that “The math was wrong,” is still the case, and it is believed that Lynda’s counsel will concur that their claim for fees in the amount of \$93,000 was based on the entirety of the case, including the divorce, instead of just this litigation. The amounts claimed due, based only on this litigation, are less than those stated in the Affidavit.

Of the \$53,000 (approx.) in attorney’s fees claimed expended on this matter, a large portion, some \$32,785 involved billings involving communications with Lucy Mason, Ms. Hascheff’s sister, a lawyer, albeit not a member of the Nevada bar. Pierre went over the unredacted billing records, and reviewed those which involved Lucy, either alone, or with Ms. Hascheff, and marked those. See, the attachment, Exhibit 1, a recap of those fees, followed by the unredacted invoices, which underly the recap. Several of those entries (highlighted in the attachment) were for Lucy alone, without the client, and some, such as July 17, 2020, indicate that he is responding to Lucy’s comments or casework. Unless the invoices can fully show what portion of time billed is

1 client, and what amount of the time billed was due to Lucy, these “mixed entries,”
2 cannot be relied upon or included. The ones involving communication with Lucy alone
3 should be completely excluded.

4 The import of these entries is that Lynda is essentially billing for the work of an
5 un-licensed attorney, and for her attorney to respond to comments and suggestions of
6 an unlicensed attorney, and not the party. This is unreasonable, not only because it is
7 effectively billing for two attorneys, and for communications with someone not the
8 client, but also because it increased the fees for an untenable position. Mr. Hascheff had
9 previously complained that the initial position of Lucy, and Lynda, was that he was not
10 entitled to any indemnity, as he had failed to give “timely notice,” and was collaterally
11 estopped. Those claims were raised in the Motion for Declaratory Judgement, and in the
12 briefing in this matter before the Court of Appeals. However, those claims were roundly
13 refuted by the Court of Appeals, and should not be counted in any fees due to a
14 prevailing party. *See*, Opposition, page 7-8, and also noting therein that Linda again
15 brings up in the Wilfong affidavit the numerous claims that were not sustained by the
16 Court of Appeals, such as laches, waiver, breach of the covenant of good faith, and
17 breach of fiduciary duty.
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21 In addition, there were notations in the billings of charges that do not relate to
22 this action, for example entries with respect to alimony, and the entry dated January 30,
23 2020 including conversations with Phil K. which would be excluded unless he discloses
24 why that charge is necessary. Similarly, the entry of September 22, 2022 on the October
25 15, 2022 invoice includes \$120 for reviewing “disclosure statements,” which has nothing
26 to do with this case.
27

1 Of particular note is an entry dated August 16, 2022, showing research on “the
2 law of the case.” This ties directly into Pierre’s argument in his Opposition to Wilfong
3 Affidavit, at Item 3. This Court held on February 17, 2023, that Ms. Hascheff was the
4 prevailing party, as she was not required to indemnify Pierre for fees incurred in the
5 collateral action, and then invited the filing of the Wilfong affidavit.
6

7 But, respectfully, that Order ignores that Pierre *prevailed* at the Court of Appeals
8 on the notice issue, equitable defenses, and on the laches/waiver issue. The Order of
9 February 17, 2023 fails to recognize the single salient fact still before this Court, and
10 subject of the entire litigation, that Lynda owes Pierre money under the indemnity
11 agreement. Again, Pierre prevailed, and should be entitled to *his* fees and costs, both in
12 the underlying litigation, and in the appeal. It is hard to fathom how Pierre is the “non
13 prevailing party,” when the end result of this litigation, tens of thousands of dollars
14 later, is that Lynda owes him money, according to the Court’s calculation. The Court’s
15 conclusion under the fee shifting provisions of the MSA would also fly in the face of NRS
16 18.010, which would not award fees to a prevailing claimant, Plaintiff or Defendant,
17 unless they achieved a monetary award in their favor. As the United States Supreme
18 Court said in a civil rights fee case, “work on an unsuccessful claim cannot be deemed to
19 have been expended in the ultimate result achieved.” Hensley v. Eckerhart, 461 U.S.
20 424, 103 S. Ct. 1933 (1983), at headnote 6. If the plaintiff has achieved only limited or
21 partial success, the court may reduce the award sought; the district court may attempt to
22 identify the specific items which should be removed, or may simply reduce the award to
23 account for the limited success. 103 S. Ct. at 1942-43.
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1 Pierre reiterates that the fees claimed, and expended, were not reasonable.
2 Pierre was clear from the start that he was seeking some \$4500 in indemnity for the fees
3 expended. At the end of the day, Lynda was ordered to pay \$1,147.50. Lynda, through
4 her attorney, had argued that Pierre was entitled to \$295 at most. The Court awarded
5 more than that to him as her half of the fees related to the malpractice action. There is
6 no situation where fees of \$83,000 (or \$53,000, if the correct math is used) are
7 reasonable to “win” a case worth, at best, \$4500. Lynda’s position from the outset was
8 to defeat the claim for indemnity *in full*, and prevent any future claims in any other
9 instances. In that regard, she failed, and the pursuit of that objective should not be
10 countenanced by this court, nor rewarded with fees.
11

12
13 The fees in this matter are egregious, and not reasonably related to the amounts
14 at issue. Pierre’s fees, by contrast, are far more reasonable, and still too much for the
15 amount at issue, as shown by his Declaration attached to the first Opposition.

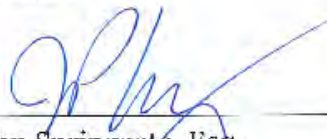
16 Wherefore, it is respectfully requested that the Court review the Affidavit for
17 attorney’s fees filed by Lynda in this matter, and review particularly the unredacted
18 invoices, in light of the claims of Pierre, to see the amounts attributed both to Lucy, and
19 to matters with her alone; remove those claims that are completely unrelated, such as
20 the alimony charges and disclosure statement charges, and order, again, as it did
21 previously, that each party should bear their own fees in the matter, or that Pierre be
22 awarded his fees, as the prevailing party, in this court, and on appeal. Defendant’s fee
23 claims are not reasonable, nor related to the issues herein where both parties can be said
24 to have prevailed.
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AFFIRMATION

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

DATED this 14 day of April, 2023.



John Springgate, Esq.
Silverman Kattelmann Springgate, Chtd.
500 Damonte Ranch Pkwy, Ste 675
Reno, NV 89521
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCF 5 (b), I hereby certify that I am an employee of Silverman, Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the foregoing **Supplemental Opposition/Response to Wilfong Affidavit** on the party(ies) identified below by:

- Placing an original or true copy thereof in a sealed envelope, postage prepaid for collection and mailing in the United States Mail at Reno, Nevada to
- Hand Delivery via Reno Carson Messenger Service
- Facsimile to the following numbers:
- Federal Express or other overnight delivery
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- Electronically, using Second Judicial District Court's ECF system
- Electronic mail to:

addressed to:

Shawn Meador, Esq.
Woodburn and Wedge
6100 Neil Road Suite 500
Reno, NV 89505

Dated this 19 day of April, 2023.



Olga Garcia

INDEX OF EXHIBITS

Exhibit	Description	# pgs.
1	Recap of Fees	1
2	Unredacted Invoices	40

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2023-04-14 04:06:24 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9614565 : csulezic

Exhibit “1”

Exhibit “1”

2/21/2020	1/22/2020	1.00	450		3/15/2022	2/1/2021	0.2	90
	1/27/2020	1.3	585			Bal		32487
	1/30/2020	1	450	PHIL K	8/16/2022	7/12/2022	0.4	180 McCode
3/18/2020	2/10/2020	1	450			7/12/2022	0.2	350 McCode
	2/11/2020	0.2	90			7/14/2022	0.5	225 Law of case
	2/24/2020	0.3	135			7/30/2022	0.2	90
4/13/2020	3/2/2020	0.6	270		9/13/2022	8/8/2022	0.07	315
	3/3/2020	0.6	270	KB, JAA		8/17/2022	0.3	135
5/7/2020	4/20/2020	0.6	270		10/15/2022	9/19/2022	1.5	675
7/17/2020	6/1/2020	3.2	1440			9/20/2022	1.3	585
	6/2/2020	1.5	675			9/21/2022	0.6	270
	6/8/2020	1.6	855			9/22/2022	1.3	580
	6/11/2020	3.1	1395				0.6	120 Disclosures
	6/12/2020	2.6	1170			9/26/2022	0.9	405
	6/14/2020	1.1	495			9/27/2022	1.3	585
	6/15/2020	5	2250			9/28/2022	1.5	675
9/14/2020	7/1/2020	0.1	45			9/29/2022	0.2	90
	7/7/2020	2.6	1170		11/18/2022	10/4/2022	0.3	135
	7/9/2020	0.7	315			10/4/2022	0.5	225
	7/14/2020	2.7	1215			10/7/2022	2.0	900
	7/15/2020	0.4	180			10/31/2022	1.1	630
10/13/2020	9/9/2020	0.6	270		12/20/2022	11/1/2022	1.2	1890
	9/10/2020	0.4	180			11/2/2022	2.4	1080
	9/11/2020	0.5	225		2/16/2023	12/8/2022	0.4	180
12/9/2020	11/13/2020	0.1	45	Alimony		1/8/2023	0.2	90
1/11/2021	12/1/2020	0.1	45			1/18/2023	0.3	135
	12/7/2020	1.2	540					
	12/9/2020	0.4	180					
	12/10/2020	1.9	855					
	12/14/2020	1.7	705					
	12/16/2020	1	450					
	12/17/2020	4.4	1980					
	12/20/2020	2.5	1125					
	12/21/2020	4.3	2205					
	12/23/2020	0.2	0.9	Alimony				

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Alicia L. Lerud
Clerk of the Court
Transaction # 9614565 : csulezic

Exhibit “2”

Exhibit “2”

Woodburn and Wedge
ATTORNEYS AND COUNSELORS AT LAW
6100 Neil Road, Suite 500
P.O. Box 2311
Reno, Nevada 89505
<http://www.woodburnandwedge.com>

Telephone: (775) 688-3000

Fax: (775) 688-3088

Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

February 21, 2020
Invoice #: 432669
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through January 31, 2020

Federal Tax I.D. No.: 88-0104505

Total Services	\$1,659.00
Applicable Tax	
Total Disbursements	\$3.25
Total Current Charges	\$1,662.25
Previous Balance	\$1,371.07
Current Interest	
Less Payments	(\$1,371.07)
PAY THIS AMOUNT	\$1,662.25

We accept Visa, Discover and MasterCard payments on account. Please call our Accounting Department at (775) 688-3000 if you would like to make a payment by credit card.

Woodburn and Wedge
ATTORNEYS AND COUNSELORS AT LAW
 6100 Neil Road, Suite 500
 P.O. Box 2311
 Reno, Nevada 89505
<http://www.woodburnandwedge.com>

Telephone: (775) 688-3000

Fax: (775) 688-3088

Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

February 21, 2020
 Invoice #: 432669
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through January 31, 2020

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
01/21/2020	SBM	Review MSA re omitted debts.	0.2	\$84.00
01/22/2020	SBM	Meet w/Linda and loop in her sister Lucy re Pierre's demand letter.	1.0	\$450.00
01/27/2020	SBM	Review complaint, review underlying file, send Lynda and Lucy a long email explaining options and dynamics.	1.3	\$585.00
01/29/2020	SBM	Exchange series of emails with Linda re dynamics, scheduling time to talk etc.	0.2	\$90.00
01/30/2020	SBM	Meet w/Lynda and call Lucy to discuss status and options, phone call with Phil K re lawsuit, phone call with Lucy re how to respond to PH.	1.0	\$450.00
Total Professional Services			3.7	\$1,659.00

Lucy

Lucy

DISBURSEMENTS

Date	Description of Disbursements	Amount
01/22/2020	Photocopies (9 @ \$0.25)	\$2.25
01/24/2020	Color Photocopies (2 @ \$0.50)	\$1.00
Total Disbursements		\$3.25

Who is Phil K

Woodburn and Wedge

February 21, 2020
Invoice #: 432669
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 2

Total Services	\$1,659.00
Total Disbursements	\$3.25
Total Current Charges	\$1,662.25
Previous Balance	\$1,371.07
Less Payments	(\$1,371.07)
PAY THIS AMOUNT	\$1,662.25

Woodburn and Wedge
ATTORNEYS AND COUNSELORS AT LAW
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<http://www.woodburnandwedge.com>

Telephone: (775) 688-3000

Fax: (775) 688-3088

Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

March 18, 2020
Invoice #: 433469
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through February 29, 2020

Federal Tax I.D. No.: 88-0104505

Total Services	\$765.00
Total Current Charges	\$765.00
Previous Balance	\$1,662.25
Current Interest	
PAY THIS AMOUNT	\$2,192.25

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Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

March 18, 2020
 Invoice #: 433469
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through February 29, 2020

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
02/03/2020	SBM	Review emails between Lucy and Pierre, exchange email with Lucy.	0.2	\$90.00
02/10/2020	SBM	Review emails from Lucy with communications from Pierre, send email to Lucy re thoughts about how she may want to respond to Pierre.	1.0	\$450.00
02/11/2020	SBM	Exchange emails with Lucy re communications with Pierre.	0.2	\$90.00
02/24/2020	SBM	Exchange emails with Lynda re status, review and respond to email from Lucy.	0.3	\$135.00
Total Professional Services			1.7	\$765.00
Total Services				\$765.00
Total Current Charges				\$765.00
Previous Balance				\$1,662.25
PAY THIS AMOUNT				\$2,427.25

Lucy

||

||

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

April 13, 2020
Invoice #: 433949
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through March 31, 2020

Federal Tax I.D. No.: 88-0104505

Total Services	\$540.00
Total Current Charges	\$540.00
Previous Balance	\$2,427.25
Current Interest	
Less Payments	(\$2,427.25)
PAY THIS AMOUNT:	\$540.00

X

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Fax: (775) 688-3088

Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

April 13, 2020
 Invoice #: 433949
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through March 31, 2020

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
03/02/2020	SBM	Exchange emails with Pierre re legal fees issues, exchange emails with Lucy and Lynda re status and options	0.6	\$270.00
03/03/2020	SBM	Phone call with KB and conference with JM re their thoughts about Pierre's claim, exchange emails with Lucy and Lynda re how to respond to Pierre, send email to Pierre.	0.6	\$270.00
Total Professional Services			1.2	\$540.00
Total Services				\$540.00
Total Current Charges				\$540.00
Previous Balance				\$2,427.25
Less Payments				(\$2,427.25)
PAY THIS AMOUNT				\$540.00

*Lucy
Lucy*

*who
is KB
of JM*

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

May 07, 2020
Invoice #: 434473
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through April 30, 2020

Federal Tax I.D. No.: 88-0104505

Total Services	\$270.00
Total Current Charges	\$270.00
Previous Balance	\$540.00
Current Interest	
PAY THIS AMOUNT	\$810.00

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Fax: (775) 688-3088

Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

May 07, 2020
 Invoice #: 434473
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through April 30, 2020

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
04/20/2020	SBM	Review email from Pierre in which he states that he has retained T. Torvinen, send email to T. Torvinen and to T. Alexander re Alexander's role, fiduciary duty, information I need to fairly evaluate merits of indemnity claim etc. forward Pierre's email to Lynda and Lucy.	0.6	\$270.00
Total Professional Services			0.6	\$270.00
Total Services			\$270.00	
Total Current Charges				\$270.00
Previous Balance				\$540.00
PAY THIS AMOUNT				\$810.00

WMM

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Fax: (775) 688-3088

Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

July 17, 2020
Invoice #: 436108
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through June 30, 2020

Federal Tax I.D. No.: 88-0104505

Total Services	\$10,395.00
Total Current Charges	\$10,395.00
Previous Balance	\$810.00
Current Interest	
PAY THIS AMOUNT	\$11,205.00

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Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

July 17, 2020
 Invoice #: 436108
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through June 30, 2020

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount	
06/01/2020	SBM	Review correspondence from T. Torvinen, review declaration from T. Alexander, review Alexander's billing statements, phone call with Lynda and Lucy re (status, options, strategy) draft letter to T. Torvinen and forward to Lynda and Lucy for review.	3.2	\$1,440.00	Lucy
06/02/2020	SBM	Review emails from Lynda and Lucy re (draft letter to Todd, review MSA, review malpractice complaint, edit letter to Todd and send to Lynda and Lucy for review, finalize and send letter to T. Torvinen.	1.5	\$675.00	Lucy
06/08/2020	SBM	Phone call with Lucy, research motion for declaratory judgment and interpretation of agreements.	1.9	\$855.00	"
06/09/2020	SBM	Work on research for motion for declaratory relief or to clarify order.	1.6	\$720.00	
06/10/2020	SBM	Work on motion for declaratory relief.	2.5	\$1,125.00	
06/11/2020	SBM	Phone call with Lynda and Lucy, draft letter to T. Torvinen re (information we need about malpractice claim etc.) work on draft motion for clarification etc.	3.1	\$1,395.00	Lucy
06/12/2020	SBM	Exchange emails with Lucy and Lynda, work on motion for clarification etc., phone call with Lucy.	2.6	\$1,170.00	Lucy
06/14/2020	SBM	Review Lucy's draft edits to motion, exchange emails with Lucy re concerns.	1.1	\$495.00	"
06/15/2020	SBM	Exchange emails with Lynda and Lucy, review documents sent by Lucy, review case law cited by Lucy, redraft motion for clarification and forward to Lucy and Lynda for review, edit revised draft motion.	5.0	\$2,250.00	Lucy
06/16/2020	SBM	Edit and finalize motion for clarification.	0.4	\$180.00	
06/17/2020	SBM	Exchange emails re (service etc.)	0.2	\$90.00	
Total Professional Services			23.1	\$10,395.00	

should NOT pay for communications etc w/ Lucy

Woodburn and Wedge

July 17, 2020
Invoice #: 436108
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 2

Total Services	\$10,395.00
Total Current Charges	\$10,395.00
Previous Balance	\$810.00
PAY THIS AMOUNT	\$11,205.00

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

September 14, 2020
Invoice #: 437163
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through August 31, 2020

Federal Tax I.D. No.: 88-0104505

Total Services	\$6,330.00
Total Current Charges	\$6,330.00
Previous Balance	\$11,205.00
Current Interest	
PAY THIS AMOUNT	\$17,865.00

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Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

September 14, 2020
 Invoice #: 437163
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through August 31, 2020

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount	
07/01/2020	SBM	Exchange Lynda and Lucy re status and when Pierre's response due.	0.1	\$45.00	Lucy
07/07/2020	SBM	Review Judge Hascheff's opposition to motion, exchange email with Lynda and Lucy, start work on reply.	2.6	\$1,170.00	
07/08/2020	SBM	Work on Reply in support of motion for clarification.	3.4	\$1,530.00	
07/09/2020	SBM	Edit draft Reply, exchange emails with Lucy re contempt motion.	0.7	\$315.00	Lucy
07/09/2020	SHB	Researched requirements for contempt.	1.0	\$150.00	
07/10/2020	SBM	Review contempt authority, assign task to Sam to prepare legal section of opposition to contempt motion.	0.2	\$90.00	
07/13/2020	SBM	Work on opposition to contempt motion.	2.2	\$990.00	
07/14/2020	SBM	Work on opposition to Motion for Order to Show Cause and forward to Lynda and Lucy for review.	2.7	\$1,215.00	Lucy
07/14/2020	SHB	Researched when a fiduciary obligation arises.	1.0	\$150.00	
07/15/2020	SBM	Exchange emails with Lynda and Lucy re proposed edits to opposition to contempt motion.	0.4	\$180.00	Lucy
07/16/2020	SBM	Edit and finalize opposition to motion for order to show cause, exchange email with Lynda.	1.1	\$495.00	
Total Professional Services			15.4	\$6,330.00	

Woodburn and Wedge

September 14, 2020
Invoice #: 437163
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 2

Total Services	\$6,330.00
Total Current Charges	\$6,330.00
Previous Balance	\$11,205.00
PAYABLE AMOUNT	\$17,535.00

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

October 13, 2020
Invoice #: 438093
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through September 30, 2020

Federal Tax I.D. No.: 88-0104505

Total Services	\$765.00
Total Current Charges	\$765.00
Previous Balance	\$17,535.00
Current Interest	
PAY THIS AMOUNT	\$18,300.00

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Fax: (775) 688-3088

Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

October 13, 2020
 Invoice #: 438093
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through September 30, 2020

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
09/09/2020	SBM	Review court's order, exchange emails with Lynda and Lucy.	0.6	\$270.00
09/10/2020	SBM	Review order, exchange emails with Lynda and Lucy.	0.4	\$180.00
09/11/2020	SBM	Phone call with Lynda and Lucy re status, options etc.	0.5	\$225.00
09/16/2020	SBM	Schedule hearing.	0.2	\$90.00
Total Professional Services			1.7	\$765.00
Total Services				\$765.00
Total Current Charges				\$765.00
Previous Balance				\$17,535.00
PAY THIS AMOUNT				\$18,300.00

Lucy
 ||
 ||

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

December 09, 2020
Invoice #: 439821
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through November 30, 2020

Federal Tax I.D. No.: 88-0104505

Total Services	\$45.00
Total Current Charges	\$45.00
Previous Balance	\$18,300.00
Current Interest	
PAY THIS AMOUNT	\$18,345.00

We accept Visa, Discover and MasterCard payments on account. Please call our Accounting Department at (775) 688-3000 if you would like to make a payment by credit card.

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Fax: (775) 688-3088

Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

December 09, 2020
Invoice #: 439821
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through November 30, 2020

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
11/13/2020	SBM	Exchange emails with Lynda re potential to get alimony by electronic fund transfer.	0.1	\$45.00
Total Professional Services			0.1	\$45.00
Total Services			\$45.00	
Total Current Charges				\$45.00
Previous Balance				\$18,300.00
PAY THIS AMOUNT				\$18,345.00

Not related

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

January 11, 2021
Invoice #: 440696
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through December 31, 2020

Federal Tax I.D. No.: 88-0104505

Total Services	\$13,965.00
Applicable Tax	
Total Disbursements	\$87.47
Total Current Charges	\$14,052.47
Previous Balance	\$18,345.00
Current Interest	
PAYABLE AMOUNT	\$32,397.47

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Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

January 11, 2021
 Invoice #: 440696
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through December 31, 2020

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount	
12/01/2020	SBM	Exchange emails with Lucy re preparing for the hearing.	0.1	\$45.00	Lucy
12/04/2020	SBM	Prepare for status conference.	0.2	\$90.00	
12/07/2020	SBM	Prepare for and participate in status conference with Court, exchange emails with Lynda and Lucy re status conference and preparing for hearing, send email to Torvinen re authentication of emails.	1.2	\$540.00	Lucy
12/09/2020	SBM	Exchange email with T. Torvinen re admission of emails, briefly review summary from Lucy to prepare for hearing.	0.4	\$180.00	Lucy
12/10/2020	SBM	Review Court's order, motions, exhibits and Lucy's memos to prepare for zoom meeting, zoom meeting with Lynda and Lucy to prepare for hearing.	1.9	\$855.00	ll
12/11/2020	SBM	Exchange emails with T. Torvinen re trial procedure and exhibits etc.	0.4	\$180.00	
12/14/2020	SBM	Start preparing for hearing and making decisions about what exhibits will be necessary, exchange emails with Lynda and Lucy re subpoena on which Pierre relies.	1.7	\$765.00	Lucy
12/15/2020	SBM	Work on preparing for hearing and organizing exhibits.	1.3	\$585.00	
12/16/2020	SBM	Continue reviewing file and documents, review Jaksick pleadings to prepare for hearing, exchange emails with Lynda and Lucy, send email to Todd re legal fees, send Todd email re objection to claimed expert.	1.0	\$450.00	Lucy
12/17/2020	SBM	Work on preparing for hearing, review Pierre's trial statement, review proposed exhibits, exchange emails with Lynda and Lucy etc.	4.4	\$1,980.00	Lucy

Woodburn and Wedge

January 11, 2021
 Invoice #: 440696
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 2

SERVICES

Date	Person	Description of Services	Hours	Amount
12/17/2020	BMK	Review of disclosure of witnesses; Conference with SBM re expert and percipient witness; Research ability to be both expert and percipient witness in same matter; Draft motion in limine to exclude Todd Alexander from testifying either as expert or percipient witness; Review of MSA motion and motion for OSC for history and facts surrounding underlying trust action.	5.8	\$1,740.00
12/18/2020	SBM	Work on trial preparation, work on hearing statement and motion in limine.	0.7	\$315.00
12/18/2020	BMK	Continue to revise percipient witness argument re exclusion of Alexander to testify based upon prior comments and refusal to provide documents in support; Amend to incorporate hearing statement with additional exhibits and finalize.	1.3	\$390.00
12/19/2020	SBM	Work on preparing for hearing, send email to Torvinen re attempt to reach agreement on admissibility of exhibits.	5.4	\$2,430.00
12/20/2020	SBM	Exchange emails with Lynda and Lucy, continue preparing for hearing.	2.5	\$1,125.00
12/21/2020	SBM	Prepare for and participate in zoom hearing, phone call with Lynda and Lucy re zoom hearing and circumstances under which there may or may not be hearing on contempt motion.	4.9	\$2,205.00
12/23/2020	SBM	Exchange emails with Torvinen's office and Lynda re alimony (no charge).	0.2	\$90.00
Total Professional Services			33.4	\$13,965.00

Lucy
 Lucy
 Not related

DISBURSEMENTS

Date	Description of Disbursements	Amount
12/15/2020	Photocopies (320 @ \$0.25)	\$80.00
12/24/2020	Tia E. Ortiz- Special Messenger Services-	\$3.73
12/24/2020	Tia E. Ortiz- Special Messenger Services-	\$3.74
Total Disbursements		\$87.47

Total Services	\$13,965.00
Total Disbursements	\$87.47
Total Current Charges	\$14,052.47
Previous Balance	\$18,345.00
PAY THIS AMOUNT	\$32,397.47

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

March 15, 2021
Invoice #: 442290
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through February 28, 2021

Federal Tax I.D. No.: 88-0104505

Total Services	\$90.00
Total Current Charges	\$90.00
Previous Balance	\$32,397.47
Current Interest	
PAY THIS AMOUNT	\$32,487.47

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

March 15, 2021
Invoice #: 442290
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through February 28, 2021

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
02/01/2021	SBM	Exchange emails with Lynda and Lucy re court's order.	0.2	\$90.00
		Total Professional Services	0.2	\$90.00
		Total Services	\$90.00	
		Total Current Charges		\$90.00
		Previous Balance		\$32,397.47
		PAID THIS AMOUNT		\$32,487.47

WJW

Woodburn and Wedge
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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

August 16, 2022
Invoice #: 455426
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through July 31, 2022

Federal Tax I.D. No.: 88-0104505

Total Services	\$4,085.00
Total Current Charges	\$4,085.00
PAYMENT DUE	\$4,085.00

We accept Visa, Discover and MasterCard payments on account. Please call our Accounting Department at (775) 688-3000 if you would like to make a payment by credit card.

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

September 13, 2022
Invoice #: 455891
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through August 31, 2022

Federal Tax I.D. No.: 88-0104505

Total Services	\$1,845.00
Total Current Charges	\$1,845.00
Previous Balance	\$4,085.00
Current Interest	
PAY THIS AMOUNT	65,930.00

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Woodburn and Wedge
ATTORNEYS AND COUNSELORS AT LAW
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<http://www.woodburnandwedge.com>

Telephone: (775) 688-3000

Fax: (775) 688-3088

Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

August 16, 2022
 Invoice #: 455426
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through July 31, 2022

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
07/01/2022	SBM	Review order on appeal, exchange emails with D. Leonard, send email to Lynda re status and options.	0.5	\$225.00
07/04/2022	SBM	Exchange emails with Lynda re status and setting up time to talk.	0.2	\$90.00
07/05/2022	SBM	Review underlying pleadings and order from COA, exchange email with D. Leonard, phone call with Lynda re status, options etc.	2.0	\$900.00
07/06/2022	SBM	Exchange email with Debbie Leonard re [REDACTED]	0.2	\$90.00
07/08/2022	SBM	Review and respond to email from Judge Unsworth's assistant, send email to S. Kent re how to resolve issue of fees related to malpractice action without costs of an evidentiary hearing.	0.5	\$225.00
07/11/2022	SBM	Review and respond to email from S. Kent re his interpretation of the COA Order, review COA order, exchange series of emails with Lynda and Lucy re status, arguments, etc.	1.5	\$675.00
07/12/2022	SBM	Exchange emails with Debbie and Lynda re potential motion for rehearing, ask McCade to look at law of case.	0.4	\$180.00
07/12/2022	MJW	Draft memo regarding the court of appeals order with research on the doctrine of the law of the case.	2.0	\$350.00
07/13/2022	SBM	Exchange emails re law of case research and joint phone call re motion for rehearing.	0.3	\$135.00
07/14/2022	SBM	Exchange emails with Lynda, Lucy and Debbie re strengths and weaknesses of motion for rehearing and decision not to go in that direction.	0.5	\$225.00
07/25/2022	SBM	Exchange emails with Debbie re status of remittitur, timing etc., exchange emails with S. Kent re potential mediation, issues in dispute etc.	0.5	\$225.00
07/26/2022	SBM	Exchange emails with Lynda re status, options, potential mediation etc., send email to S. Kent re additional issue is scope of discovery.	0.3	\$135.00

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WJW

Woodburn and Wedge

August 16, 2022
Invoice #: 455426
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 2

SERVICES

Date	Person	Description of Services	Hours	Amount
07/27/2022	SBM	Read and respond to email from Amy re setting status conference.	0.2	\$90.00
07/28/2022	SBM	Review email from Amy, Steve Kent's response and reply to Kent's response, exchange email with Lynda and Lucy re status, Kent's comments etc.	0.3	\$135.00
07/29/2022	SBM	Exchange emails with Lynda and Lucy re potential mediation with Janet Berry, exchange email with J. Berry re finding time to talk.	0.7	\$315.00
07/30/2022	SBM	Send email to Lynda and Lucy re whether mediation makes sense and why we might consider Berry if Lynda believes it makes sense to spend money on mediation.	0.2	\$90.00
Total Professional Services			11.1	\$4,085.00
Total Services				\$4,085.00
Total Current Charges				\$4,085.00
PAY THIS AMOUNT				\$4,085.00

WJW

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Fax: (775) 688-3088

Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

September 13, 2022
 Invoice #: 455891
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through August 31, 2022

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
08/01/2022	SBM	Exchange email with Lynda re status etc.	0.2	\$90.00
08/03/2022	SBM	Exchange emails with Jan Berry and L. Hascheff re potential mediation, issues, dynamics, etc., exchange emails with S. Kent, send letter to S. Kent.	0.7	\$315.00
08/08/2022	SBM	Phone call with contact re status of Wendy's lawsuit against Todd, review Order denying Wendy's appeal from ruling against her in her lawsuit against Todd, send email to Lynda and Lucy re my perception of impact of lower court decision and appellate decision in Wendy's lawsuit.	0.7	\$315.00
08/11/2022	SBM	Exchange email with Lynda re date of status conference and strategy.	0.2	\$90.00
08/12/2022	SBM	Exchange emails with Court re scheduling settlement conference, exchange emails with Lynda re status and process, draft letter to S. Kent and forward to Lynda for review.	1.0	\$450.00
08/15/2022	SBM	Review correspondence from S. Kent, draft response and forward to Lynda for review.	0.4	\$180.00
08/16/2022	SBM	Exchange emails with Lynda, read letter from Steve, amend draft letter to Steve, forward to Lynda for review, finalize and send to Steve.	0.6	\$270.00
08/17/2022	SBM	Exchange emails with Lucy re status and strategy.	0.3	\$135.00
Total Professional Services			4.1	\$1,845.00

Lucy

Lucy

Woodburn and Wedge

September 13, 2022
Invoice #: 455891
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 2

Total Services	\$1,845.00
Total Current Charges	\$1,845.00
Previous Balance	\$4,085.00
PAY THIS AMOUNT	\$8,990.00

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Fax: (775) 688-3088

Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

October 25, 2022
Invoice #: 456757
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through September 30, 2022

Federal Tax I.D. No.: 88-0104505

Total Services	\$4,080.00
Total Current Charges	\$4,080.00
Previous Balance	\$5,930.00
Current Interest	
Less Payments	(\$500.00)
PAY THIS AMOUNT	\$9,510.00

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Fax: (775) 688-3088

Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

October 25, 2022
 Invoice #: 456757
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through September 30, 2022

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
09/15/2022	SBM	Exchange emails with Lynda re <u>status.</u>	0.2	\$90.00
09/19/2022	SBM	Review letter from S. Kent, exchange email with Lynda and Lucy, work on draft status conference statement and forward to Lynda and Lucy for review.	1.5	\$675.00
09/20/2022	SBM	Review emails from Lynda and Lucy, edit draft status conference statement, edit letter to S. Kent, forward draft status conference statement to Lynda and Lucy.	1.3	\$585.00
09/21/2022	SBM	Work on status conference report, exchange emails with Lynda and Lucy.	0.6	\$270.00
09/22/2022	SBM	Review emails from Lynda and Lucy, edit draft status conference statement, exchange emails with Lynda, Kelly and Cassie re <u>what documents we have that may or may not reflect whether insurance paid any part of the fees associated with the malpractice action, review bills, review Cassie's email, review emails Lynda sent.</u>	1.3	\$585.00
09/22/2022	CJW	Looked through client disclosures to determine whether client or insurance paid fees for <u>divorce matter.</u>	0.6	\$120.00
09/26/2022	SBM	<u>Finalize and send letter to S. Kent re my continued lack of information, finalize and file status conference statement, review Pierre's status conference statement, exchange emails with Lynda and Lucy re Pierre's status conference statement, whether mediation makes sense, etc.</u>	0.9	\$405.00
09/27/2022	SBM	Work on preparing for hearing and exchange emails with Lynda re <u>preparation etc.</u> review Pierre's motion to strike and exchange emails with Lynda and Lucy re <u>motion and whether there is value in opposing etc.</u>	1.3	\$585.00
09/28/2022	SBM	Prepare for and participate in <u>Status Conference, exchange emails with Lynda and Lucy re status conference, options etc.</u>	1.5	\$675.00
09/29/2022	SBM	Review court's order, review emails from Lynda and Lucy.	0.2	\$90.00

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Woodburn and Wedge

October 25, 2022
Invoice #: 456757
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 2

SERVICES

<u>Date</u>	<u>Person</u>	<u>Description of Services</u>	<u>Hours</u>	<u>Amount</u>
		Total Professional Services	9.4	\$4,080.00
		Total Services	\$4,080.00	
		Total Current Charges		\$4,080.00
		Previous Balance		\$5,930.00
		Less Payments		(\$500.00)
		PAY THIS AMOUNT		\$9,510.00

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

November 18, 2022
Invoice #: 457469
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through October 31, 2022

Federal Tax I.D. No.: 88-0104505

Total Services	\$3,240.00
Total Current Charges	\$3,240.00
Previous Balance	\$9,510.00
Current Interest	
PAY THIS AMOUNT	\$12,750.00

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Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

November 18, 2022
 Invoice #: 457469
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through October 31, 2022

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
10/03/2022	SBM	Review draft confidentiality stipulation and forward to Lynda and Lucy, exchange emails with Lynda.	0.3	\$135.00
10/04/2022	SBM	Draft letter to S. Kent, exchange emails with Lynda and Lucy re confidentiality agreement.	0.5	\$225.00
10/05/2022	SBM	Edit, finalize and send letter to S. Kent re confidentiality agreement.	0.2	\$90.00
10/07/2022	SBM	Revise letter to S. Kent, edit and revise draft stipulation, exchange emails with Lynda and Lucy re same, exchange series of emails with J. Springgate re he is going to substitute in for Pierre in place of Kent etc.	2.0	\$900.00
10/11/2022	SBM	Exchange emails with S. Kent, finalize and file confidentiality stip, exchange email with Lynda re status and process.	0.3	\$135.00
10/13/2022	SBM	Exchange emails with Lynda re confidentiality stipulation, send email to S. Kent re Exhibit issues.	0.4	\$180.00
10/18/2022	SBM	Exchange emails with Lynda re Springgate substitution.	0.2	\$90.00
10/20/2022	SBM	Phone call with J. Springgate, send email to J. Springgate following call requesting clarification of Pierre's claims etc., exchange email with Lynda, review invoices, calculate indemnity, send email to J. Springgate re bills that were not covered by insurance that are within indemnity clause.	1.7	\$765.00
10/25/2022	SBM	Exchange emails with J. Springgate re status, charges that Pierre will claim are covered by indemnity clause (that we still do not know) and fee issue.	0.2	\$90.00
10/31/2022	SBM	Review Pierre's Offer of Judgment, review Pierre's brief re ambiguity, exchange emails with Lynda and Lucy, start work on responsive brief.	1.4	\$630.00
Total Professional Services			7.2	\$3,240.00

Woodburn and Wedge

November 18, 2022
Invoice #: 457469
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 2

Total Services	\$3,240.00
Total Current Charges	\$3,240.00
Previous Balance	\$9,510.00
PAY THIS AMOUNT	\$12,750.00

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

December 20, 2022
Invoice #: 458145
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through November 30, 2022

Federal Tax I.D. No.: 88-0104505

Total Services	\$3,645.00
Total Current Charges	\$3,645.00
Previous Balance	\$12,750.00
Current Interest	
PAY THIS AMOUNT	\$19,385.00

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Telephone: (775) 688-3000

Fax: (775) 688-3088

Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

December 20, 2022
 Invoice #: 458145
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through November 30, 2022

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
11/01/2022	SBM	Review Pierre's Brief Statement, review underlying documents necessary to respond, draft responsive brief, forward to Lynda for review, exchange emails with Lynda and Lucy re strategy.	4.2	\$1,890.00
11/02/2022	SBM	Exchange emails with Lynda and Lucy, edit draft brief, exchange email with J. Springgate re references to invoices in brief and how to handle, finalize and file brief.	2.4	\$1,080.00
11/03/2022	SBM	Finalize and file brief, exchange emails with Lynda re status, procedure etc., exchange emails with court's AA re filing request for submission, exchange email with J. Springgate re whether I have missed or misunderstood anything that impacts final resolution.	0.5	\$225.00
11/07/2022	SBM	Exchange emails with Lynda re Pierre's offer of judgment and whether she wants to file an offer of judgment.	0.4	\$180.00
11/09/2022	SBM	Send email to Springgate re asking for their claim with respect to fees in malpractice "only" vs. "related to" malpractice.	0.2	\$90.00
11/21/2022	SBM	Exchange emails with Lynda re status.	0.1	\$45.00
11/29/2022	SBM	Review and respond to email from J. Springgate in which Pierre continues to refuse to identify fees that arise out of malpractice action only.	0.3	\$135.00
Total Professional Services			8.1	\$3,645.00
			Total Services	\$3,645.00
			Total Current Charges	\$3,645.00
			Previous Balance	\$12,750.00
			PAID THIS AMOUNT	\$16,395.00

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Lynda Hascheff
3417 Skyline Blvd
Reno, NV 89509

February 16, 2023
Invoice #: 458954
Resp. Atty: SBM
Client: 017206
Matter: 000001
Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through January 31, 2023

Federal Tax I.D. No.: 88-0104505

Total Services	\$1,335.00
Total Current Charges	\$1,335.00
Previous Balance	\$16,395.00
Current Interest	
PAY THIS AMOUNT	\$17,730.00

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Telephone: (775) 688-3000

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Lynda Hascheff
 3417 Skyline Blvd
 Reno, NV 89509

February 16, 2023
 Invoice #: 458954
 Resp. Atty: SBM
 Client: 017206
 Matter: 000001
 Page: 1

RE: Hascheff v. Hascheff

For Professional Services Rendered Through January 31, 2023

Federal Tax I.D. No.: 88-0104505

SERVICES

Date	Person	Description of Services	Hours	Amount
12/08/2022	SBM	Review court's order rejecting Pierre's claims, exchange emails with Lynda and Lucy re order and status etc.	0.4	\$180.00
12/08/2022	BMK	Prep NOE of Order.	0.2	\$60.00
12/20/2022	SBM	Send email to J. Springgate re legal fees issue.	0.2	\$90.00
12/22/2022	SBM	Exchange email with J. Springgate re Pierre wants to file yet more motions and my objection to him running up Lynda's fees.	0.2	\$90.00
12/27/2022	SBM	Review Pierre's motion, send Rule 11 email to Springgate, exchange emails with Lynda.	?	\$135.00
01/05/2023	SBM	Draft opposition to motion to allow briefing of prevailing party issue.	1.0	\$450.00
01/06/2023	SBM	Exchange email with Lynda re Pierre's motion.	0.1	\$45.00
01/06/2023	BMK	Finalize Hascheff opposition.	0.2	\$60.00
01/08/2023	SBM	Exchange emails with Lucy re opposition.	?	\$90.00
01/18/2023	SBM	Review Pierre's Reply, send J. Springgate a Rule 11 email.	?	\$135.00
Total Professional Services			3.1	\$1,335.00

Total Services \$1,335.00
 Total Current Charges \$1,335.00
 Previous Balance \$16,395.00
PAY THIS AMOUNT ~~\$17,730.00~~

1 Code: 3980
2 SHAWN B MEADOR
3 NEVADA BAR NO. 338
4 WOODBURN AND WEDGE
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6 Post Office Box 2311
7 Reno, Nevada 89505
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9 Facsimile: (775) 688-3088
10 smeador@woodburnandwedge.com
11 Attorneys for Lynda Hascheff

12
13 IN THE FAMILY DIVISION
14
15 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
16
17 IN AND FOR THE COUNTY OF WASHOE

18 PIERRE A. HASCHEFF ,

19 Plaintiff,

CASE NO. DV13-00656

20 v.

DEPT. NO. 12

21 LYNDA L. HASCHEFF ,

22 Defendant .

23 **STIPULATION AND ORDER REGARDING ATTORNEY CLIENT PRIVILEGE**

24 Plaintiff, Pierre Hascheff, and defendant, Lynda Hascheff, by and through their
25 undersigned counsel, stipulate and agree as follows:

26 1. On February 17, 2023, this Court entered its Order Regarding Indemnification
27 of Fees and Costs Under MSA §40; Order Regarding Prevailing Party Under MSA §35.1
28 pursuant to which the Court authorized Ms. Hascheff to file a *Wilfong* affidavit.

2. Ms. Hascheff filed her *Wilfong* affidavit on March 10, 2023. Ms. Hascheff
attached redacted copies of her billing invoices to her *Wilfong* affidavit.

1 3. Mr. Hascheff filed his Opposition/Response to Wilfong Affidavit on March 24,
2 2023. Among other things, Mr. Hascheff argued that he could not fully and fairly evaluate the
3 redacted billing invoices.

4 **Based on the foregoing, and good cause therefore, the parties STIPULATE AND**
5 **AGREE AS FOLLOWS:**
6

7 1. Ms. Hascheff's counsel will provide Mr. Hascheff's counsel with copies of the
8 billing invoices that are not redacted (other than with respect to one conversation counsel had
9 with Ms. Hascheff's appellate counsel).

10 2. Ms. Hascheff's production of unredacted invoices shall not constitute a waiver
11 of her attorney client privilege with respect to any matter. The unredacted invoice shall be
12 treated as disclosures of non-confidential information that are not protected by the attorney
13 client privilege.

14 3. Upon review of Ms. Hascheff's unredacted invoices, if Mr. Hascheff believes
15 it is necessary or appropriate for him to do so, he will have the opportunity to file a
16 Supplemental Opposition/Response to Wilfong Affidavit. Any such Supplemental
17 Opposition shall be filed within one week of the date on which he receives copies of the
18 unredacted invoices.

19 4. If Mr. Hascheff does not believe it is necessary or appropriate for him to file a
20 Supplemental Opposition, in her Reply in Support of Wilfong Affidavit, Ms. Hascheff may
21 refer to this Stipulation to address the concerns Mr. Hascheff expressed in his Opposition
22 regarding the redacted invoices.
23


24 **Affirmation Pursuant to NRS 239B.030**

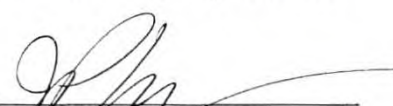
25 The undersigned affirms that this document does not contain the personal information
26 of any party.
27

1 APPROVED AS TO FORM AND CONTENT:

2 DATED this 4th day of April, 2023.

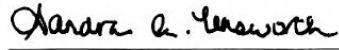
DATED this 3 day of April, 2023.

3
4 By 
5 Shawn B Meador, Esq.
6 Attorney for Defendant

By 
John Springgate, Esq.
Attorney for Plaintiff

7
8 **ORDER**

9 IT IS SO ORDERED this 7 day of April, 2023.

10
11 
12 DISTRICT JUDGE

1 Code:
2 SHAWN B MEADOR
3 NEVADA BAR NO. 338
4 WOODBURN AND WEDGE
5 6100 Neil Road, Suite 500
6 Post Office Box 2311
7 Reno, Nevada 89505
8 Telephone: (775) 688-3000
9 Facsimile: (775) 688-3088
10 smeador@woodburnandwedge.com
11 Attorneys for Lynda Hascheff

12 IN THE FAMILY DIVISION
13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
14 IN AND FOR THE COUNTY OF WASHOE

15 PIERRE A. HASCHEFF ,	
16	
17 Plaintiff,	CASE NO. DV13-00656
18 v.	DEPT. NO. 12
19 LYNDAL HASCHEFF ,	
20 Defendant .	

21 **REPLY TO SUPPLEMENTAL OPPOSITION TO WILFONG AFFIDAVIT**

22 Pursuant to this Court’s Order finding that she is the prevailing party, Lynda’s counsel filed a
23 *Wilfong* affidavit. Pierre filed an Opposition to her *Wilfong* affidavit in which he argued that,
24 notwithstanding his lengthy opposition, it was “difficult if not impossible” for him to respond
25 because counsel had attached redacted invoices to protect information arguably protected by
26 the attorney client privilege.¹ His claim was hyperbole at best. It appears that he was curious
27 and desperately seeking something to rely on to shift the focus away from his unreasonable
28 litigation conduct.

Counsel was not persuaded that Pierre was unable to evaluate the *Wilfong* affidavit fully and fairly. However, given Pierre’s prior appeal, counsel sought to avoid giving Pierre any arguable basis to appeal this Court’s ultimate fee order, and thus continue to run up

¹ Counsel has never filed a *Wilfong* affidavit in which the invoices were not redacted to protect attorney client privilege.

1 Lynda's legal fees, all of which arise out of his meritless claim that she was obligated to
2 indemnify him for the fees in the collateral action.² Therefore, counsel agreed to provide
3 unredacted invoices pursuant to the Stipulation and Order Regarding Attorney Client
4 Privilege, that was filed herein on April 7, 2023.
5

6 The intention of that Stipulation was to authorize Pierre to file a Supplemental
7 Opposition to address any new information that made it "difficult if not impossible" for him
8 to address in his original Opposition because the invoices were redacted. However, rather
9 than doing so, Pierre took the opportunity, once again, to argue at length that he is the
10 prevailing party.

11 Nothing in the stipulation authorized Pierre to file the unredacted invoices rather than
12 submitting them under seal to the Court. He then compounded that problem by submitting
13 copies of the unredacted invoices that contain his editorial comments and marginalia. He
14 apparently did not trust this Court to fairly evaluate the invoices as he requested, but instead
15 wanted to assure that this Court would evaluate them through his lens.
16

17 This Court has already entered its Order finding that Lynda is the prevailing party.
18 Nevertheless, Pierre made his prevailing party arguments in his original Opposition. The
19 redacted invoices did not make it difficult or impossible for him to make his prevailing party
20 argument. The facts and law, and this Court's Order, made it difficult or impossible, and yet
21 he made the argument in his Original Opposition anyway. Pierre's prevailing party argument
22 in his Supplemental Opposition should be stricken and disregarded.
23

24 Pierre's purported reliance on a billing entry related to research regarding the law of
25 the case is a meritless pretense to justify his decision to make his prevailing party argument
26 yet again. After the COA Order was entered, Pierre continued to assert that Lynda was
27

28 ² Similarly, counsel did not move to strike Pierre's argument that he is the prevailing party in his original
Opposition notwithstanding this Court's finding that Lynda is the prevailing party and this Court's denial of
Pierre's motion to brief that issue. Counsel did not want him to claim on appeal that this Court refused to
evaluate his arguments.

1 obligated to pay the fees he incurred in connection with the collateral action, notwithstanding
2 the clear language of the COA Order. Counsel had brief research done with respect to the law
3 of the case to assure that Pierre was bound by the language of the COA Order that he seemed
4 to be ignoring.

5
6 This Court is fully informed about the prevailing party issue. Absent a request from
7 the Court that she do so, Lynda will not address the prevailing party issue yet again in this
8 Supplemental Reply.

9 Pierre then complains again about the math error in the *Wilfong* affidavit, even though
10 counsel conceded and corrected the error. The error could have been corrected by a single
11 email or phone call from Pierre's counsel to Lynda's counsel before Pierre, or his counsel,
12 spent any time drafting that section of his original Opposition. Nothing in the unredacted
13 invoices necessitated him raising this issue again in his Supplemental Response. It simply
14 demonstrates, once again, Pierre's heavy-handed litigation tactics that drive up Lynda's fees.

15
16 Pierre's fundamental argument is that it is unreasonable for Lynda to seek advice and
17 guidance from her sister. He claims that if Lynda's sister was included on an email, the Court
18 should disregard the fee Lynda was charged. Her sister could not offer thoughtful advice
19 without understanding the underlying litigation dynamics. It cost Lynda no more to have her
20 sister copied on emails than it would have cost her if her sister was not copied on those
21 emails. Pierre offers no citation to authority, or even cogent argument, that counsel's
22 communications with Lynda's sister caused her fees to be greater than they otherwise would
23 have been or that such fees are not recoverable.

24
25 Pierre is a lawyer and a judge. He has the skills, knowledge, experience, and ability to
26 read the MSA and Decree and frame and evaluate his legal claims and determine how to
27 approach the litigation arising out of his evolving demands for indemnity. Notwithstanding
28 his own training and expertise, Pierre employed the services of four lawyers to assist him,

1 advocate for him, and give him guidance.³ And yet, it appears that he begrudges Lynda
2 seeking advice and support from her sister. Thus, Pierre projects that it is appropriate for him,
3 as a lawyer and judge, to obtain assistance from and then to assist his lawyers in his litigation
4 tactics and choices, but was not appropriate for his former wife, who is not a lawyer, to get the
5 assistance she believes is necessary and appropriate.
6

7 Nevada law and Court Rules specifically authorize Lynda to seek advice and guidance
8 from her sister and for her counsel to share otherwise confidential information with her sister
9 in the furtherance of rendering professional services to her. See, e.g., NRS §49.055; NRPC
10 Rules 1.4(a) and (b); and 1.6.

11 Pierre argues that any time entries that involved Lynda's sister are not recoverable.
12 His argument is not supported by citation to any authority. Nor is it supported by thoughtful
13 or persuasive argument. As noted above, Nevada law recognizes that there are occasions
14 when a lawyer needs to communicate with a third person to provide effective representation.
15 Pierre simply seeks to shift the blame for the fees caused by his unreasonable litigation
16 choices to his former wife who had to figure out how to deal with his unreasonable choices.
17

18 Pierre had no need to file a Supplemental Opposition to raise his claimed concerns
19 about Lynda's sister's involvement. He did not first discover that Lynda's lawyer had
20 included her sister on emails and consulted with her about how best to represent Lynda when
21 he saw the unredacted invoices. This Court may review the redacted invoices that are
22 attached to the *Wilfong* affidavit, including, for example, the invoices for services on January
23 22, 27, 30; February 3, 10, 11, 24; and March 2, 3, 2020 etc. all of which that reflect counsel's
24 communications with Lynda's sister.
25

26 _____
27 ³In addition to his three counsel of record, Pierre had his lawyer in the malpractice action provide an affidavit
28 explaining and supporting his position. Once again, it appears to counsel that Pierre drafted much of his most
recent Supplemental Opposition himself. And, once again, he fails to provide transparent information to this
Court about how much of his legal work he has done for himself since his original demand for indemnity.

1 A review of the unredacted invoices for those dates, as well as the other dates Pierre
2 cites in his Exhibit 1, reflects that Pierre did not learn anything new from the unredacted
3 invoices that necessitated his Supplemental Opposition. Rather, he simply used the
4 opportunity to once again claim that he is the prevailing party and to disparage and attempt to
5 shift the blame for his litigation choices, to his former wife's counsel.
6

7 In the first few months after Pierre made his indemnity demand, Lynda, with her
8 sister's assistance, attempted to resolve the dispute without incurring legal fees. Her sister
9 had communicated directly with Pierre and continued to do so in the hope that litigation could
10 be avoided. Fearing that litigation may be inevitable given Pierre's attitude and strident
11 demands, Lynda retained counsel to assist her. Counsel necessarily had to communicate with
12 her sister about what documents and information Pierre had provided.⁴
13

14 This Court can review the charges that Pierre highlighted in his Exhibit 1 which he
15 characterizes as "for Lucy alone", such as the entries on December 9 and 10, 2020, to see that
16 his characterizations are untrue. See also, entries for 6/8/20; 6/14/20; 6/15/20; 7/9/20;
17 7/15/20; 12/1/20; 12/9/20; 12/10/20; 8/17/22; and 1/8/23. None of the entries involves time
18 for "Lucy alone."
19

20 Once again, Pierre did not discover that counsel occasionally communicated directly
21 with Lynda's sister when he reviewed the unredacted invoices. That information was
22 transparent from the redacted invoices. See, entries for 6/8/20 and 6/14/20. He simply used
23 the opportunity to advance new arguments contrary to the letter and spirit of the Stipulation.
24 He did exactly what he wanted to do; just as he has one throughout this litigation. And
25 doing exactly what he wanted to do ran up his former wife's fees about which he now
26 complains.
27

28 ⁴ This Court will recall that Pierre falsely claims that he provided her sister with all of the documents she
requested and that she needed even though the exhibits attached to Lynda's original underlying motion belie that
claim.

1 All time entries that Pierre identifies on his Exhibit 1 were for time used to assist
2 counsel in Lynda's representation and many of them included other time and charges on those
3 dates that had nothing to do with Lynda's sister at all. They were not about "Lucy alone."
4 This Court should expect greater accuracy and candor from an officer of the court who is also
5 a judicial officer.⁵
6

7 Pierre's evolving demands for indemnity and his refusal to provide transparency
8 forced Lynda to continue to have to make very difficult decisions. Given the relatively
9 modest sum he originally demanded, she had to make the fundamental decision about whether
10 to simply cave in to Pierre again or incur legal fees to stand up and insist that he comply with
11 the terms of their MSA.⁶ When he filed the contempt motion, she had to reevaluate her
12 approach. Given Pierre's refusal to provide transparency and his evolving demands she had to
13 make decisions about how to respond to his demands and how to most effectively try the case.
14 She then had to make decisions about how to approach his appeal. And then choices about
15 how to address his post-appeal claims that he was still entitled to indemnity for fees in the
16 collateral action.
17

18 Pierre's suggestion that Lynda was double billed because her sister was included on
19 emails is entirely without merit and unsupported by any evidence. Pierre took extreme
20 positions. He refused to provide transparency about the bills for which he sought indemnity.
21 He refused to provide unredacted copies of the billing statements until the Fall of 2022, after
22 the Court of Appeals rejected his argument that Lynda was responsible for fees in the
23 collateral litigation. Pierre's demands were inconsistent and ever changing. His claims were
24 misleading at best. Lynda is not a lawyer. She had a difficult time understanding Pierre's
25

26
27 ⁵ Pierre has consistently refused to address the ethical issues that arise out of his claim that the MSA is clear and unambiguous when it suits him and then claim it is vague and ambiguous when that argument suits him.

28 ⁶ His original demand was unsupported by any evidence demonstrating that the sums he sought were incurred in the malpractice action and stated that more fees would be incurred in the on-going malpractice action that had been stayed.

1 claims and arguments. It was not unreasonable for Lynda to seek advice about what she
2 should do from her sister.

3 Lynda's sister did not bill Lynda for communicating with counsel or offering her
4 suggestions and advice about the case.⁷ She could not give Lynda thoughtful advice without
5 being informed about what was happening in the litigation. Lucy did not draft a single word
6 of any pleading, motion, or other document in this case although she did have some
7 suggestions for how to clarify draft documents she reviewed on Lynda's behalf and regarding
8 trial strategy. Lucy did not prepare for or try the case that was necessitated by Pierre's
9 unreasonable demands. Pierre has not demonstrated and cannot demonstrate that Lucy's
10 involvement caused Lynda to incur one dime of additional legal fees.

12 Pierre also complains about a phone call of less than an hour with Phil K (see entry for
13 1/30/20). Phil K represented one of the parties in the collateral trust litigation. Pierre refused
14 to provide Lynda, her counsel, or this Court, with any thoughtful information about that
15 collateral lawsuit. Pierre refused to explain how his receipt of a subpoena for his file in that
16 lawsuit reasonably caused him to fear that he would be sued for malpractice when the party
17 who served the subpoena did not sue him. Counsel was conducting a reasonable due
18 diligence review to evaluate Pierre's claim that he reasonably feared being sued for
19 malpractice when he was subpoenaed to provide the estate planning documents he prepared.⁸

21 Pierre complains about fee entries regarding disclosures that he insists have nothing to
22 do with this case. This Court can review the entries for September 22, 2022, and see that the
23 fees do relate to this matter. They relate to what part of the fees Pierre paid in the malpractice
24 action were covered by his malpractice carrier and if the answer to that question could be

26 _____
27 ⁷ Pierre projects that his anger is that Lynda would have just caved into his demands but for her sister's advice.

1 gleaned from the documents Pierre disclosed. How, consistent with Rule 11, can Pierre claim
2 those entries have nothing to do with this case?

3 Pierre complains about an entry related to alimony. That is the fee counsel noted in
4 Ms. Hascheff's Reply and deducted from the total fee requested. Thus, that fee is not within
5 the total fee that Ms. Hascheff has requested.
6

7 Pierre's Supplemental Opposition is simply more evidence that his demand for
8 indemnity of the fees in the collateral lawsuit and his choices about how to approach this
9 litigation forced his former wife to incur the fees she now seeks to recover. Rather than
10 addressing specific substantive claims that Pierre discovered from reviewing the unredacted
11 invoices, Lynda was forced to incur fees to address Pierre's attempt to reargue, yet again, the
12 issue of who is the prevailing party, to address claims that he could have made in his Original
13 Opposition, and to review and evaluate his Exhibit 1 and his misleading characterizations of
14 the time entries.
15

16 Pierre's Supplemental Opposition was entirely unnecessary but due to the risk that he
17 may file an appeal of any fee order entered by this Court, counsel could not dismiss his claims
18 and arguments. Lynda incurred fees of \$1,800 for counsel to review, evaluate and prepare this
19 Reply to Supplemental Opposition that should be added to her fee request.
20

21 ///

22 ///

23 ///

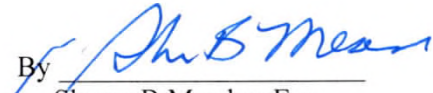
24
25
26
27 ⁸ The collateral lawsuit did not result in a finding that Pierre committed malpractice or that the client who sued
28 him has a claim for malpractice against him. The decision in that case was affirmed on appeal. Pierre claims the
malpractice action is still pending after years of languishing pursuant to the stipulation to stay. The question is
why it is still pending. It appears from the outside that it is still pending because Pierre wants it to be still
pending as this Court evaluates the prevailing party fee award to project that there was some underlying merit to
his position when there was not.

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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 18 day of April, 2023.

By 
Shawn B Meador, Esq.
Attorney for Defendant

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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:

REPLY TO SUPPLEMENTAL OPPOSITION TO WILFONG AFFIDAVIT

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 John Springgate, Esq.

The undersigned affirms that this document contains no social security numbers

Dated this 18th day of April, 2023.



 Vanessa Martinez

1 CODE: 2490
2 FLETCHER & LEE
3 Elizabeth Fletcher, Esq.
4 Nevada Bar No. 10082
5 Cecilia Lee, Esq.
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7 448 Ridge Street
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12 Attorneys for Trustee James S. Proctor, CPA, CFE, CVA, CFF

13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
14 IN AND FOR THE COUNTY OF WASHOE

15 In the Matter of the Administration of the	Case No. PR17-00445
16 SSSJ'S ISSUE TRUST.	Dept. No. 15
17 In the Matter of the Administration of the	CONSOLIDATED
18 SAMUEL S. JAKSICK, JR. FAMILY TRUST.	Case No. PR17-00446
	Dept No. 15

19 **MOTION TO APPROVE RESOLUTION OF TODD JAKSICK'S CREDITOR CLAIMS**

20 James S. Proctor, CPA, CFE, CVA, CFF, in his capacity as the duly appointed Temporary
21 Trustee of the Jaksick Family Trust (the "Trustee"), by and through his attorneys of record, Cecilia
22 Lee, Esq. and Elizabeth Fletcher, Esq., Fletcher & Lee, asks the Court to approve the Trustee's
23 resolution of Todd Jaksick's creditor claims against the Jaksick Family Trust (the "Trust"). In
24 support of this Motion, the Trustee submits the following memorandum, the attached exhibits of
25 which the Declaration of James S. Proctor (the "Proctor Declaration") is Exhibit 1, and the papers
26 and pleadings on file in this case, of which the Trustee asks the Court to take judicial notice. The
27 Trustee specifically incorporates herein by this reference the concurrently filed Motion to Approve
28 Amendment to Purchase and Sale Agreement, including the attached exhibits, as though stated in
full.

1 **I. Summary of Relief Sought**

2 The Trust Financial Statement dated February 26, 2021 reports at least fourteen creditor
3 claims owed to Todd Jaksick (“Todd”) and at least three notes receivable owed by Todd to the
4 Trust. Copies of these referenced pages of the 2020-2021 Financial Statement are attached hereto
5 as Exhibit 2. The Trustee has thoroughly analyzed each claim and the basis therefor, including
6 numerous meetings and telephone conferences with Todd and his attorney, Kent Robison, Esq.,
7 telephone calls with Kevin Riley, CPA, and communications with Bill Petersen, Esq., attorney for
8 Jackrabbit. The Trustee has further analyzed any amounts owed by Todd to the Trust created by
9 the January 31, 2019 Settlement Agreement between Todd Jaksick and Stan Jaksick, the agreement
10 dated Agreement of Co-Trustees Dated August 29, 2019, the Amended Judgment entered herein
11 as a result of underlying litigation on July 6, 2020, and the related orders incorporated into the
12 Amended Judgment. As a result of his analysis, the Trustee has finalized the amount to be paid to
13 Todd for his creditor claims after offsetting the amounts owed by Todd to the Family Trust. As
14 explained in detail below, the Trustee asks the Court to approve his resolution of Todd Jaksick’s
15 net creditor claims against the Family Trust.

16 **II. Legal Basis for Relief Sought**

17 This case was filed on or about August 2, 2017 and this Court has assumed jurisdiction of
18 the Trust. Pursuant to NRS 164.015(1),

19 The court has exclusive jurisdiction of proceedings initiated by the
20 petition of an interested person concerning the internal affairs of a
21 nontestamentary trust. [. . .] Proceedings which may be maintained
22 under the section are those concerning the administration and
23 distribution of trusts, the declaration of rights and the determination
24 of other matters involving trustees and beneficiaries of trusts,
including petitions with respect to a nontestamentary trust for any
appropriate relief provided with respect to a testamentary trust in
NRS 153.031.

25 On February 25, 2021, this Court entered an Order Appointing Temporary Trustee (the
26 “Appointment Order”), in which the Court appointed Mr. Proctor as Temporary Trustee pursuant
27 to NRS 164.040(2). The scope of Mr. Proctor’s work was “to take all actions necessary to
28 administer the Family Trust.” Appointment Order, p. 2, ll. 24-25. The Court tasked Mr. Proctor

1 to “determine the nature and extent of (i) the Family Trust assets and debt obligations and (ii) any
2 claims the Family Trust may have to collect and recover funds or assets owed the Family Trust--
3 including the application of indemnification agreements” and “recommend a plan to this Court
4 regarding payment of the Family Trust obligations[.]” Id., p. 3, ll. 3-6, 9-10.

5 Article II(D)(1) of the Family Trust authorizes Mr. Proctor to pay creditor claims (“The
6 Trustee must...pay out of the principal of the Decedent’s Trust any...creditors’ claims...”).

7 Accordingly, the Trustee submits that he has statutory authority to file this Motion set forth
8 in NRS 164.030, authority to act as the Trustee by the Court’s Appointment Order, and authority
9 as the Trustee by virtue of the Trust Agreement to present the Motion for the purpose of resolving
10 Todd Jaksick’s creditor claim against the Family Trust. To the extent the Court’s Appointment
11 Order is not sufficiently broad for this purpose, Mr. Proctor invokes the portion of that Order to
12 expand the scope of his appointment for that purpose.

13 **III. Statement of Facts and the Law**

14 At the Trustee’s request in mid-2022, Todd submitted a spreadsheet outlining his creditor
15 claims against the Family Trust along with the supporting documentation. Proctor Declaration.
16 The spreadsheet reflected various claims in the aggregate amount of \$1,972,303.00 with
17 \$316,533.00 of notes to be extinguished, for a net claim of approximately \$1.6 million. Id. The
18 Trustee reviewed each segment of the claim and supporting evidence to determine its validity. His
19 analysis included review of the Family Trust’s financial statements, the January 31, 2019
20 Settlement Agreement between Todd and Stan, the August 29, 2019 co-trustee settlement
21 agreement, and other related Trust documents. The Trustee had numerous discussions with Todd
22 and his attorney, Kent Robison, Esq., and with Kevin Riley, reviewed tax returns, creditor claims
23 and workpapers from the CPA. The Trustee communicated with Bill Petersen, Esq., attorney for
24 Jackrabbit, regarding the payments made to Jackrabbit for capital calls by the Family Trust, Todd,
25 and Stan, respectively, and what is currently owed by the Trust to Jackrabbit as a result of the
26 Settlement Agreement. Id.

27 As a result of these efforts, the Trustee reduced both the number of individual line items in
28 Todd’s claims and the overall amount of Todd’s creditor claims. The Trustee determined that



1 Todd has valid creditor claims against the Trust in the collective amount of \$1,031,261.20. Id.

2 The Trustee further analyzed and reviewed what amounts Todd owed to the Family Trust
3 and researched Todd’s right to offset these amounts against his creditor claims. One liability was
4 created in the Amended Judgment wherein the Court ordered Todd to “reimburse the trusts 25%
5 of the amount charged by MCL [Maupin Cox & Legoy] for defending against Wendy Jaksick’s
6 litigation. ... in the amount of \$199,255.44.” Amended Judgment, p. 3 ¶6. A second liability was
7 recorded in the Family Trust Financial Statements relating to a loan finance agreement between
8 the Family Trust and Todd for the purchase of Bright Holland Co. stock for which the Family
9 Trust carried a note receivable. Exhibit 2. As a result of these analyses, the Trustee determined
10 that Todd owes the Family Trust approximately \$302,324.44. Proctor Declaration.

11 The Trustee prepared the spreadsheet attached hereto as Exhibit 3 outlining Todd’s creditor
12 claims against the Family Trust and Todd’s liabilities owed to the Family Trust to determine the
13 net accounting adjustment. Proctor Declaration. The spreadsheet reports the net calculations of
14 Todd’s creditor claims and liabilities to the Family Trust that results in a liability of \$636,451.88
15 owed by the Family Trust to Todd. Proctor Declaration; Exhibit 3.

16 The law holds that Todd and the Trust are entitled to offset their mutual debts to arrive at
17 a net claim amount owed by the Trust to Todd. In Campbell v. Lake Terrace, Inc., 111 Nev. 1329,
18 1333, 905 P.2d 163, 165 (1995), the Nevada Supreme Court held that setoff is an equitable remedy
19 that should be granted when justice so requires. A form of counterclaim a defendant may assert by
20 defense or to obtain a judgment for a balance due, the doctrine of setoff extinguishes the mutual
21 indebtedness of parties who each owe a debt to one another, even if the claims are unrelated. Id.,
22 111 Nev. at 1332, 905 P.2d at 165. The Court in Campbell set forth two requirements under
23 Nevada law to assert a setoff, namely, that each party must have a valid and enforceable debt
24 against the other party and that one of the parties must be insolvent. Id., 111 Nev. at 1333, 905
25 P.2d at 905. The requirement of insolvency was based on Korlann v. E-Z Pay Plan, Inc., 240
26 Or.170, 428 P.2d 172 (1967).

27

28

1 The Oregon Supreme Court subsequently revised its holding in Korlann. In Paul B.
2 Emerick Co. v. Wm. Bohnenkamp & Associates, Inc., 242 Ore. 253, 409 P.2d 332, 334 (1965),
3 the Oregon Supreme Court quoted 6 Williston on Contracts §1998, at 5602 (rev. ed. 1938):

4 "Where both parties to a controversy are solvent, the right of set-off
5 has merely procedural importance. . . . But if one of them is
6 insolvent, it is a substantial disadvantage to the solvent party if he is
7 compelled to discharge in full the debt which he owes and recover
8 only a fraction of the debt which is owing to him."

9 The Nevada Supreme Court revisited the requirement of insolvency to prevail on claim of
10 setoff in Aviation Ventures, Inc. v. Joan Morris, Inc., 121 Nev. 113, 121, 110 P.3d 59, 63 (2005).
11 Based on its reading of Bohnenkamp, the Nevada Supreme Court held:

12 Therefore, setoff should be allowed in cases where both parties are
13 solvent, but is especially necessary in cases where one party is
14 insolvent to protect the interests of the solvent party.

15 We now conclude that insolvency is not necessary to obtain a setoff
16 between two mutually indebted parties. This conclusion coheres
17 with the purpose behind the doctrine of setoff, which allows
18 mutually indebted parties to "apply the debts of the other so that
19 by mutual reduction everything but the difference is
20 extinguished." Campbell, 111 Nev. at 1132, 905 P.2d at 165. It also
21 serves the interests of efficiency by allowing two parties
22 with mutual claims of indebtedness to extinguish their debts against
23 one another in a single proceeding. Therefore, we overrule that
24 portion of Campbell that requires insolvency for the claim to apply.

25 Applying this law to the matter at hand confirms that setoff to arrive at the net amount the
26 Trust owes Todd is appropriate. The Trust owes Todd a debt in the amount of \$1,031,261.20. In
27 turn, Todd owes the Trust \$302,324.44. Mutuality is satisfied; it is not a requirement under Nevada
28 law that the mutual debts be related. When offset is effectuated, the Trust owes Todd a debt in the
amount of \$636,451.88 plus \$92,484.88 in attorneys' fees, as discussed below. Todd does not
need to demonstrate the insolvency of the Trust, but neither is he restricted from asserting offset
if, in fact, the Trust is insolvent.

Similarly, as set forth in the Motion to Approve Amendment to Purchase and Sale
Agreement, filed concurrently herewith, Todd is also entitled to offset his debt to the Trust of the
Net Purchase Price of \$1,110,500 (\$1,210,500 minus the \$100,000 Downpayment) against the net

1 claim the Trust owes him. Moreover, Todd would be entitled to offset the debt owed to him for
2 unpaid attorneys' fees, but has agreed in the Amendment to Purchase and Sale Agreement that the
3 Trustee may satisfy this obligation by paying the unpaid fees directly into escrow in the amount
4 of \$92,484.88 to the order of Robison Sharp Sullivan & Brust in satisfaction of that portion of the
5 Order Granting Stipulation for Payment of Legal Fees Owed by the Family Trust ("Order
6 Regarding Legal Fees"), relating to Robison Sharp Sullivan & Brust, entered by the Court on
7 December 20, 2022. This direct payment furthers the Trustee's goal to preserve the Trust's
8 potential tax advantage to pay attorneys' fees by paying those fees directly rather than through
9 offset.

10 Accordingly, the total amount of Todd's claim properly reflects the offsets of the mutual
11 debts owed by Todd to the Trust and the Trust to Todd to arrive at a net amount of his claim of
12 \$636,451.88 plus \$92,484.88 in attorneys' fees pursuant to the Order Regarding Legal Fees. In
13 turn, because Todd is owed money by the Trust at the conclusion of this accounting, he is entitled
14 to assert the offset of \$636,451.88 against the debt he owes the Trust arising from the Amendment
15 to PSA to partially satisfy the Net Purchase Price. Finally, Todd is entitled to include in his offset
16 the attorneys' fees owed to him pursuant to the Order Regarding Legal Fees, but has agreed that
17 the payment may be made by the Trust through escrow in order to preserve tax attributes for the
18 Trust.

19 Therefore, the Trustee requests that the Court approve his resolution of the creditor claims
20 of Todd Jaksick against the Family Trust and the accounting offsets the Trustee has applied for
21 Todd's liabilities to the Family Trust as reflected in the attached Exhibit 3, for a net creditor claim
22 of \$636,451.88, subject to Adjustments defined in the Amendment to Purchase and Sale
23 Agreement set forth in the Motion to Approve Amendment to Purchase and Sale Agreement,
24 Exhibit A thereto, and to approve the Trust's payment of the unpaid attorneys' fees directly into
25 escrow in the amount of \$92,484.88 to the order of Robison Sharp Sullivan & Brust Order
26 Regarding Legal Fees. The proposed order granting this Motion is attached hereto as Exhibit 4.

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AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the personal information of any person.

DATED this 18th day of May, 2023.

FLETCHER & LEE

/s/ Cecilia Lee, Esq.
CECILIA LEE, ESQ.

REVIEWED AND APPROVED

/s/ James S. Proctor
JAMES S. PROCTOR, CPA, CFE, CVA, CFF



1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify under penalty of perjury that I am an employee of Fletcher
3 & Lee, 448 Ridge Street, Reno, Nevada 89501, and that on this 18th day of May, 2023, I served
4 the Motion to Approve Resolution of Todd Jaksick’s Creditor Claims on the parties set forth below
5 by:

6 X Service by eFlex:

- 7 DONALD ALBERT LATTIN, ESQ. for MICHAEL S. KIMMEL, KEVIN RILEY,
TODD B. JAKSICK
- 8 KENT RICHARD ROBISON, ESQ. for SAMMY SUPERCUB, LLC, SERIES A,
DUCK LAKE RANCH LLC, TODD B. JAKSICK, INCLINE TSS, LTD.
- 9 HANNAH E. WINSTON, ESQ. for SAMMY SUPERCUB, LLC, SERIES A,
DUCK LAKE RANCH LLC, TODD B. JAKSICK, INCLINE TSS, LTD.
- 10 MARK J. CONNOT, ESQ, for WENDY A. JAKSICK
JAMES PROCTOR
- 11 ADAM HOSMER-HENNER, ESQ. for STANLEY JAKSICK
- 12 PHILIP L. KREITLEIN, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK,
JR. FAMILY TRUST
- 13 JOHN A. COLLIER, ESQ. for LUKE JAKSICK
- 14 CAROLYN K. RENNER, ESQ. for MICHAEL S. KIMMEL, KEVIN RILEY,
TODD B. JAKSICK
- 15 STEPHEN C. MOSS, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK,
JR. FAMILY TRUST

16 X Service by electronic mail:

- 17 ZACHARY JOHNSON, ESQ. for WENDY A. JAKSICK –
zach@dallasprobate.com
- 18 R. KEVIN SPENCER, ESQ. for WENDY A. JAKSICK –
kevin@dallasprobate.com
- 19 ALEXI JAKSICK FIELDS – alexifields@yahoo.com
- 20 RANDALL VENTURACCI – rlv52@hotmail.com
- 21 J. DOUGLAS CLARK, ESQ. for PROBATE ESTATE FOR WENDY A.
JAKSICK – doug@jdouglasclark.com

22 A copy of this Certificate of Service has been electronically served to all parties or their
23 lawyer. This document does not contain the personal information of any person as defined by
24 NRS 603A.040.

25 DATED this 18th day of May, 2023.

26 /s/ Elizabeth Dendary, CP
27 ELIZABETH DENDARY, CP
28 Certified Paralegal



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INDEX OF EXHIBITS

Exhibit	Description	Number of Pages
1	Proctor Declaration	3 pages
2	Excerpts from the Family Trust Financial Statement dated February 26, 2021	10 pages
3	Spreadsheet Outlining Todd's Claims	1 page
4	Proposed Order	3 pages



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Alicia L. Lerud
Clerk of the Court
Transaction # 9676479 : adixon

EXHIBIT 1

EXHIBIT 1

1 CODE: 1520
2 FLETCHER & LEE
3 Elizabeth Fletcher, Esq.
4 Nevada Bar No. 10082
5 Cecilia Lee, Esq.
6 Nevada Bar No. 3344
7 448 Ridge Street
8 Reno, Nevada 89501
9 Telephone: 775.324.1011
10 Email: efletcher@fletcherlawgroup.com
11 Email: clee@fletcherlawgroup.com

12 Attorneys for Temporary Trustee James S. Proctor, CPA, CFE, CVA, CFF

13
14 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
15
16 IN AND FOR THE COUNTY OF WASHOE

17 In the Matter of the Administration of the
18
19 SSSJ'S ISSUE TRUST.

20 Case No. PR17-00445
21 Dept. No. 15

22 In the Matter of the Administration of the
23
24 SAMUEL S. JAKSICK, JR. FAMILY TRUST.

25 CONSOLIDATED
26 Case No. PR17-00446
27 Dept No. 15

28
DECLARATION OF JAMES S. PROCTOR

I, James S. Proctor, being first duly sworn, do hereby depose and say:

1. I am over the age of 18 years, am mentally competent and have personal knowledge of the matters set forth in this declaration. If called upon as a witness, I could and would competently testify to these matters. I make this declaration in support of the Motion to Approve Resolution of Todd Jaksick's Creditor Claims ("Motion"). All capitalized terms in this declaration shall have the same meaning as set forth in the Motion.

2. I am the duly appointed Temporary Trustee of the Jaksick Family Trust.

3. True and correct copies of pages from the Trust Financial Statement dated February 26, 2021 outlining the creditor claims owed to Todd Jaksick and the notes receivable owed to Todd

1 by the Trust are attached to the Motion as Exhibit 2.

2 4. At my request in mid-2022, Todd submitted a spreadsheet outlining his creditor
3 claims against the Family Trust along with the supporting documentation, which reflected various
4 claims in the aggregate amount of \$1,972,303.00 with \$316,533.00 of notes to be extinguished,
5 for a net claim of approximately \$1.6 million.

6 5. I reviewed each segment of the claim and supporting evidence to determine its
7 validity. My analysis and research included review of the Family Trust's financial statements, the
8 January 31, 2019 settlement agreement between Todd and Stan, the August 29, 2019 co-trustee
9 settlement agreement, and other related Trust documents. I had numerous discussions with Todd,
10 his attorney Kent Robison, Esq. and with Kevin Riley, CPA; I reviewed tax returns, creditor claims
11 and workpapers from the CPA. I communicated with Bill Petersen, Esq., attorney for Jackrabbit,
12 regarding the payments made to Jackrabbit for capital calls by the Family Trust, Todd, and Stan,
13 respectively, and what is currently owed by the Trust to Jackrabbit as a result of the Settlement
14 Agreement.

15 6. As a result of these efforts, I reduced both the number of individual line items in
16 Todd's claims and the overall amount of Todd's creditor claims. I determined that Todd has valid
17 creditor claims against the Trust in the collective amount of \$1,031,261.20.

18 7. I further analyzed what amounts Todd owed to the Family Trust and researched
19 Todd's right to offset these amounts against his creditor claims. As a result of these analyses, I
20 determined that Todd owes the Family Trust approximately \$302,324.44.

21 8. I prepared the spreadsheet attached to the Motion as Exhibit 3 outlining Todd's
22 creditor claims against the Family Trust and Todd's liabilities owed to the Family Trust to
23 determine the net accounting adjustment. The spreadsheet reports the net calculations of Todd's
24 creditor claims and liabilities to the Family Trust that results in a liability owed of \$636,451.88 by
25 the Family Trust to Todd. Exhibit 3 also reports \$92,484.88 the Trust owes to Todd in satisfaction
26 of that portion of the Order Granting Stipulation for Payment of Legal Fees Owed by the Family
27 Trust, relating to Robison Sharp Sullivan & Brust, entered by the Court on December 20, 2022.
28 To preserve the Trust's potential tax advantage to pay attorneys' fees by paying those fees directly

1 rather than through offset, Todd has agreed in the Amendment to PSA that the Trust will tender to
2 escrow \$92,484.88 payable to Robison Sharp Sullivan & Brust in satisfaction of the Trust's debt.

3 9. I declare under penalty of perjury that the foregoing is true and correct.

4 DATED this 18th day of May, 2023.

5 /s/ James S. Proctor
6 JAMES S. PROCTOR

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Clerk of the Court
Transaction # 9676479 : adixon

EXHIBIT 2

EXHIBIT 2

SAMUEL S JAKSICK JR FAMILY TRUST

FINANCIAL STATEMENTS

January 1, 2020 through February 26, 2021

SAMUEL S JAKSICK JR FAMILY TRUST
NOTES TO THE FINANCIAL STATEMENTS
January 1, 2020 through February 26, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):

Use of estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Trustee to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair value measurements - The codification of FASB ASC 820, *Fair Value Measurements and Disclosures*, established a common definition for fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The codification also established a fair value hierarchy to be applied when measuring applicable assets and liabilities. The hierarchy gives the highest priority to level 1 measurements of fair value and the lowest priority to level 3 measurements of fair value as follows:

- Level 1 - quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 - observable inputs other than the quoted prices included in Level 1.
- Level 3 - unobservable inputs.

Observable inputs are assumptions developed using market data, such as publicly available information about actual events or transactions. Unobservable inputs apply when market data are not available and are developed using the best information available about the assumptions that a market participant would use when pricing the asset or liability.

These financial statements are measured using fiduciary acquisition value which is based on cost and frequently differs from fair value. However, the fiduciary acquisition value of the Trust's cash positions approximates fair value. Fiduciary accountings traditionally include the Trustee's estimated values of the assets of the trust. For Trust assets other than cash, assets are valued on a nonrecurring basis and are estimated by the Trustee using various methodologies. For real estate positions, personal property, and closely held businesses, estimated values are derived using significant unobservable inputs (Level 3).

NOTE 2 - NOTES RECEIVABLE:

There are many notes receivable held by the Trust. However, collectability and/or monetization of many of these notes is limited and described as follows:

- The Trust advanced Toiyabe Investment Co \$22,400. The amount is unpaid as of the date of the this report.
- The Grantor entered into an loan finance agreement with Todd Jaksick in the amount of \$75,000. The note is unpaid as of the date of this report.
- The Trust previously advanced Basecamp, LLC funds for operations in excess of the Trust's ownership percentage. The advance is unpaid as of the date of this report.
- The Trust advanced Luke Jaksick for medical insurance. The advance is expencted to reduce the eventual distribution to the Grandchildren's trust for the benefit of Luke Jaksick.

SAMUEL S JAKSICK JR FAMILY TRUST
NOTES TO THE FINANCIAL STATEMENTS
January 1, 2020 through February 26, 2021

NOTE 2 - NOTES RECEIVABLE (continued):

- The Trust advanced Wendy and the Wendy Jaksick subtrust funds for health insurance and other items. The advance is expected to reduce the eventual distribution to the Wendy Jaksick subtrust.
- The Trust advanced monies to White Pine Lumber Co both prior to and after the Grantor's death to fund debt payment obligations of the entity. These monies were treated as loans and advances to enhance the Trust's position as a creditor in case of default. The Trust is now the primary creditor of the entity and will receive property or cash depending how the entity is liquidated. However, the expectation of receiving cash in settlement of the notes receivable is unlikely unless the remaining ranch property is sold. The remaining ranch property is subject to a conservation easement that has limited utility for another twenty four years. The total amounts receivable from White Pine Lumber Co is \$765,000, however this possibly exceeds the estimated value of the remaining assets of White Pine Lumber Co depending on the realization of the liquidation value.
- The Trust paid the entire payment for several joint debt payment obligations with AgCredit. Todd Jaksick was the other joint debtor and he claimed his joint payment was subject to the indemnification agreement (discussed later in these notes). Stanley Jaksick objected to this treatment. In the interim, notes were created by Todd Jaksick payable to the Trust for several of these payments until the indemnity claim against the Trust would be decided or resolved. A petition was filed in court to decide on the matter. The indemnification agreement matter was later resolved by a jury trial and agreed to in the settlement agreement between Todd and Stanley Jaksick. The total principal balances of these notes receivable from Todd Jaksick is \$301,590 which has been agreed to be settled against claims of the Trust.
- The Grantor entered into a loan finance agreement with Todd Jaksick for the purchase of Bright Holland Co stock. Todd Jaksick transferred the purchased shares to a trust for the benefit of his children subject to the unpaid portion of the note payable to the Grantor. The Grantor had been gifting the principal payments of the note to the trust annually prior to his death. The Grantor gifted the unpaid balance of the note the trust in the second amendment. The Trust is still carrying the note due to unresolved creditor claims against Trust assets. The remaining unpaid balance is \$103,659. The note is unpaid as of the date of this report.

NOTE 3 - REAL PROPERTY:

The Trust received an interest in two parcels from the Estate of Samuel S Jaksick Jr. The titling of the property likely has defects which would need to be cured through court action. The Trustees are not entirely certain, based on titling language on the deed, how much of the property the Trust owns. Additionally, the two properties, located near the Lakeridge Golf Course, might not have adequate access rights either to or from either parcel. Accordingly, only \$4,000 has been attributed to the properties. The estimated values used for these financial statements are based on the original appraised values obtained upon the death of the Grantor. The Trust owns other realty through entities owned by the trust and are described under closely held businesses.

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE F1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of February 26, 2021

	Fiduciary Acquisition Value	Estimated Value
NOTES AND OTHER RECEIVABLES:		
<p>Note receivable - White Pine Lumber Co Note receivable dated April 30, 2013 originating from a \$850.00 advance to White Pine Lumber Company. Interest is accrued at 1% per annum. Additional advances totaling \$399,206.34 from the trust have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest were payable April 30, 2016. On April 20, 2016, the maturity date was extended to December 31, 2017. The note has been re-extended annually by verbal agreement.</p>	\$ 169,169.55	\$ 169,170.00
<p>Note receivable - Todd Jaksick Family Trust (Note #3)</p> <p>Note receivable in the amount of \$105,510.76 dated September 1, 2013. The advance originated from a payment to American AgCredit on behalf of Todd Jaksick pursuant to an existing loan guarantee. Principal and accrued interest at 1.5% were payable September 1, 2018. The note was extended to December 31, 2019 by agreement. The note was re-extended annually by verbal agreement. The note is conditionally repayable and subject to the indemnification agreement with Samuel S Jaksick Jr dated January 1, 2008. The Trustees have agreed to extinguish this note against the associated claim, subject to the impact of a potential appeal. The trustees do not consider this note collectible by the trust.</p>	90,568.60	-
<p>Note receivable - Todd Jaksick Family Trust (Note #4)</p> <p>Note receivable in the amount of \$105,510.75 dated September 1, 2015. The advance originated from a payment to American AgCredit on behalf of Todd Jaksick pursuant to an existing loan guarantee. Principal and accrued interest at 1.5% were payable December 31, 2017. The note was extended to December 31, 2019 by agreement. The note was re-extended annually by verbal agreement. The note is conditionally repayable and subject to the indemnification agreement with Samuel S Jaksick Jr dated January 1, 2008. The co-trustees have agreed to extinguish the note against the associated claim, subject to the impact of a potential appeal. The trustees do not consider this note collectible by the trust.</p>	105,510.75	-

See accompanying notes and accountant's report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE FI - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of February 26, 2021

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES (continued):		
Note receivable - Todd Jaksick Family Trust (Note #5)	105,510.75	-
<p>Note receivable in the amount of \$105,510.75 dated August 15, 2016. The advance originated from a payment to American AgCredit on behalf of Todd Jaksick pursuant to an existing loan guarantee. Principal and accrued interest at 1.5% were payable December 31, 2017. The note was extended to December 31, 2019 by agreement. The note was re-extended annually by verbal agreement. The note is conditionally repayable and subject to the indemnification agreement with Samuel S Jaksick Jr dated January 1, 2008. The co-trustees have agreed to extinguish the note against the associated claim, subject to the impact of a potential appeal. The trustees do not consider this note collectible by the trust.</p>		
Note receivable - TBJ SC Trust (including accrued interest of \$587.37)	103,659.16	103,660.00
<p>Note receivable, originally in the amount of \$349,129 dated August 17, 2004. Assumed by the TBJ SC Trust June 17, 2015. Interest only payments are payable annually at 4% until August 15, 2013 at which time the principal and accrued interest were payable in full. The note is in default. However, the Samuel S Jaksick Jr. Family trust directs the trustee to distribute the balance of the note back to the TBJ SC Trust for the benefit of Ben and Amanda Jaksick upon the death of Samuel S Jaksick Jr.</p>		
Note receivable - Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15)	79,993.15	79,994.00
<p>Note receivable, originally in the amount of \$75,000 dated January 31, 2011. Interest only payments are payable annually at 3% per annum until January 31, 2015 at which time the principal and accrued interest were payable in full. On April 20, 2016, the maturity date of the note was extended to December 31, 2017. The note has been re-extended annually by verbal agreement.</p>		
Note receivable - White Pine Lumber Co #2	76,170.66	76,171.00
<p>Note receivable dated April 1, 2015 originating from a \$6,681.48 advance to White Pine Lumber Company. Interest is accrued at 1% per annum. Additional advances totaling \$80,177.76 from the trust have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest were payable December 31, 2017. The note was extended to December 31, 2019 by agreement. The note was re-extended annually by verbal agreement.</p>		

See accompanying notes and accountant's report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - UNPAID CLAIMS AND TRUST DEBTS
As of February 26, 2021

	Amounts
UNPAID CLAIMS AND TRUST DEBTS:	
Note Payable - American AgCredit (49% of joint obligation)	\$ 215,064.68
<p>Original note dated August 20, 2004 in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$126,795.31 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of December 31, 2020 is \$438,907.50. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Bright Holland Co, and White Pine Lumber Co. The same entities have also guaranteed performance on the note.</p>	
Note Payable - American AgCredit FLCA (51% of joint obligation)	223,842.82
<p>Original note dated August 20, 2004 in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$126,795.31 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of December 31, 2020 is \$438,907.50. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Bright Holland Co, and White Pine Lumber Co. This claim against the trust is the subject of a settlement agreement and release dated January 31, 2019. The co-trustees have agreed to continue to pay the note, subject to the impact of a potential appeal.</p>	
Note Payable - Todd Jaksick (from life insurance trust)	92,624.72
<p>Principal amount of \$92,624.72 and accrued interest is due and payable December 31, 2020. Interest is accrued at 5% annual rate. Payment has been extended by verbal agreement</p>	
Note Payable - Stan Jaksick (from life insurance trust)	231,432.07
<p>Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2020. Interest is accrued at 5% annual rate. Payment has been extended by verbal agreement.</p>	
Note payable - Lakeridge Golf Course Ltd #3	17,885.52
<p>Note payable dated September 3, 2015 originating from a \$20,749.14 advance by Lakeridge Golf Course Ltd to the trust. The note accrues interest at 3% per annum. Several additional advances totaling \$154,212.69 to the trust have been attached to this note by agreement dated March 31, 2016. Interest is payable annually on March 31 and the note and accrued interest were payable December 31, 2017. The note has been extended by verbal agreement.</p>	
Note payable - Lakeridge Golf Course Ltd #4	17,142.27
<p>Note payable dated August 11, 2015 originating from a \$17,142.27 advance by Lakeridge Golf Course Ltd to the trust. The note accrues interest at 3% per annum. Interest is payable annually on March 31 and the note and accrued interest were payable December 31, 2017. The note has been extended by verbal agreement.</p>	

See accompanying notes and accountant's report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - UNPAID CLAIMS AND TRUST DEBTS
As of February 26, 2021

	Amounts
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note payable - Lakeridge Golf Course Ltd #5	\$ 9,064.83
<p>Note payable dated August 21, 2015 originating from a \$9,064.83 advance by Lakeridge Golf Course Ltd to the trust. The note accrues interest at 3% per annum. Interest is payable March 31 and the note and accrued interest were payable December 31, 2017. The note has been extended by verbal agreement.</p>	
Note payable - Lakeridge Golf Course Ltd #6	21,931.00
<p>Note payable dated April 12, 2016 originating from a \$21,931 advance by Lakeridge Golf Course Ltd to the trust. The note accrues interest at 3% per annum. Interest is payable March 31 and the note and accrued interest were payable December 31, 2017. The note has been extended by verbal agreement.</p>	
Note payable - Stan Jaksick	61,187.95
<p>Original principal in the amount of \$100,000 dated February 15, 2012. The note provided that principal and accrued interest were payable on February 15, 2014 at 5% per annum. The note was extended to December 31, 2017. The note was re-extended to December 31, 2019 by agreement. The note has been extended by verbal agreement.</p>	
Payable, Jaksick Family LLC	174,525.91
<p>Payable in the amount of \$238,025.91 originating from Jaksick Family LLC advancing Wendy Jaksick and settled against the note due to her by this amount on July 21, 2016. A subsequent payment was transferred to Jaksick Family LLC in the amount of \$63,500 towards this balance.</p>	
Payable, ALSB	5,589.39
<p>Payable in the amount of \$5,589.39 originating from ALSB, Ltd. Settling a note with First Independent Bank dba Western Alliance Bank on behalf of SJ Family Trust. There are currently no repayment terms on the payable.</p>	
Claim #1 against the Samuel S Jaksick Jr Family Tr by Todd Jaksick	105,510.76
<p>A formal claim against the trust was presented on March 15, 2017 in the amount of \$105,510.76 to extinguish the note receivable from Todd Jaksick dated September 1, 2013 pursuant to the Indemnification and Contribution agreement dated January 1, 2008. The remaining unpaid balance of the loan is \$90,568.60. This claim against the trust is the subject of a settlement agreement and release dated January 31, 2019 which agrees to extinguish the claim against the associated note receivable.</p>	

See accompanying notes and accountant's report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - UNPAID CLAIMS AND TRUST DEBTS
As of February 26, 2021

	Amounts
UNPAID CLAIMS AND TRUST DEBTS (continued):	
<p>Claim #2 against the Samuel S Jaksick Jr Family Tr by Todd Jaksick A formal claim against the trust was presented on March 15, 2017 in the amount of \$99,007.47 to reimburse Todd Jaksick for a loan payment paid towards the Ag Credit Loan #3714977101 on September 22, 2014 pursuant to the Indemnification and Contribution agreement dated January 1, 2008. This claim against the trust is the subject of a settlement agreement and release dated January 31, 2019 which agrees to extinguish the claim against the associated note receivable.</p>	\$ 99,007.47
<p>Claim #3 against the Samuel S Jaksick Jr Family Tr by Todd Jaksick A formal claim against the trust was presented on March 15, 2017 in the amount of \$105,510.76 to extinguish the note receivable from Todd Jaksick dated September 1, 2015 pursuant to the Indemnification and Contribution agreement dated January 1, 2008. The remaining unpaid balance of the loan is \$105,510.75. This claim against the trust is the subject of a settlement agreement and release dated January 31, 2019 which agrees to extinguish the claim against the associated note receivable.</p>	105,510.75
<p>Claim #4 against the Samuel S Jaksick Jr Family Tr by Todd Jaksick A formal claim against the trust was presented on March 15, 2017 in the amount of \$100,000 representing Todd Jaksick's payment towards the funding commitment and associated AgCredit paydown to release the Fly Ranch Property for sale on 6/7/16 pursuant to the Indemnification and Contribution agreement dated January 1, 2008. This claim against the trust is the subject of a settlement agreement and release dated January 31, 2019 which agrees to this claim.</p>	100,000.00
<p>Claim #5 against the Samuel S Jaksick Jr Family Tr by Todd Jaksick A formal claim against the trust was presented on March 15, 2017 in the amount of \$34,026.76 representing Todd Jaksick's payable to Bright Holland Company and Bright Holland Company's payment towards the funding commitment and associated AgCredit paydown to release the Fly Ranch Property for sale on 6/7/16 pursuant to the Indemnification and Contribution agreement dated January 1, 2008. This claim against the trust is the subject of a settlement agreement and release dated January 31, 2019 which agrees to this claim.</p>	134,026.76
<p>Claim #6 against the Samuel S Jaksick Jr Family Tr by Todd Jaksick A formal claim against the trust was presented on March 15, 2017 in the amount of \$105,510.76 to extinguish the note receivable from Todd Jaksick dated August 15, 2016 pursuant to the Indemnification and Contribution agreement dated January 1, 2008. The remaining unpaid balance of the loan is \$105,510.75. This claim against the trust is also the subject of pending litigation and the subject of a settlement agreement and release dated January 31, 2019 which agrees to extinguish the claim against the associated note receivable..</p>	105,510.75

See accompanying notes and accountant's report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - UNPAID CLAIMS AND TRUST DEBTS
As of February 26, 2021

	Amounts
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Claim #7 against the Samuel S Jaksick Jr Family Tr by Todd Jaksick	\$ 4,480.00
<p>A formal claim against the trust was presented on March 15, 2017 in the amount of \$4,480 as a reimbursement for legal fees incurred in litigation pursuant to the Indemnification and Contribution agreement dated January 1, 2008. This claim against the trust is also the subject of pending litigation and the subject of a settlement agreement and release dated January 31, 2019. This claim against the trust is the subject of a settlement agreement and release dated January 31, 2019 with respect to reimbursement of legal fees.</p>	
Claim #8 against the Samuel S Jaksick Jr Family Tr by Todd Jaksick	17,207.57
<p>A formal claim against the trust was presented on March 15, 2017 in the amount of \$17,207.57 as a reimbursement for costs incurred and associated with Jackrabbit Properties LLC pursuant to the Indemnification and Contribution agreement dated January 1, 2008. This claim against the trust is the subject of a settlement agreement and release dated January 31, 2019 with respect to prior Jackrabbit capital calls.</p>	
Claim #9 against the Samuel S Jaksick Jr Family Tr by Todd Jaksick	112,676.90
<p>A formal claim against the trust was presented on January 27, 2020 in the amount of \$112,676.90 as a reimbursement for a capital contribution to Jackrabbit Properties LLC that occurred during January 2019. The Family trust made the capital contribution on behalf of Todd's interests, however the trustee's applied the payment against Todd's insurance note. The claim is pursuant to the Indemnification and Contribution agreement dated January 1, 2008. This claim against the trust is the subject of a settlement agreement and release dated January 31, 2019 with respect to prior Jackrabbit capital calls.</p>	
Todd Jaksick, Jackrabbit capital call applied against insurance note, 1/31/20	75,845.00
Todd Jaksick, reimbursement of legal fees	650,000.00
Stan Jaksick, reimbursement of legal fees	300,000.00
Jackrabbit Properties, LLC capital calls - current	304,000.00
Todd Jaksick, prior Jackrabbit Properties, LLC capital calls	67,716.00
Stan Jaksick, prior Jackrabbit Properties, LLC capital calls	28,151.10
Robison Sharp Sullivan & Brust, Todd's legal fees on account	72,038.18
Maupin Cox & Legoy, legal fees on account	162,038.99
McDonald Carano, legal fees on account	165,437.50
Internal revenue service - 2020 income taxes	23,485.00

See accompanying notes and accountant's report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - CONTINGENT TRUST OBLIGATIONS
As of February 26, 2021

Amounts

CONTINGENT TRUST OBLIGATIONS:

Indemnification and Contribution Agreement which substantively indicates that Todd and Dawn Jaksick, TBJ SC Trust, and TBJ Investment Trust are indemnified against the Samuel S Jaksick Jr Family Trust from having to perform on obligations and debts. A creditors claim was filed against the estate and trust within the time frame for submitting such claims. This claim against the trust is the subject of a settlement agreement and release dated January 31, 2019. Todd Jaksick has current claims and contingent claims against the Trust using this agreement. The following items are listed in the agreement and still have unpaid balances or are unsettled as follows:

Note Payable - in the amount of \$7,825,000 by Jackrabbit Properties, LLC in favor of Metropolitan Life Insurance Company. Refinanced into a new loan with Rabo Agrifinance LLC in the amount of \$2,480,000, unpaid balance of \$2,329,659 at December 31, 2020. The potential liability is limited by agreement.	\$ 1,090,028.68
--	-----------------

Line of Credit - in the amount of \$536,000 by Jackrabbit Properties, LLC in favor of Rabo Agrifinance LLC. The unpaid balance is \$536,000 at December 31, 2020. The potential liability is limited by agreement.	250,790.11
--	------------

Note Payable - in the amount of \$4,020,000 by Winnemucca Ranch LLC (now known as Buckhorn Land & Livestock, LLC) in favor of Metropolitan Life Insurance Company.	245,000.00
--	------------

Notes Payable - Todd Stan and Wendy notes payable in the amounts of \$231,432.07 each totaling \$694,296.21. These are direct obligations of the trust and listed separately under unpaid claims and trust debts. The Wendy Jaksick note was settled.	-
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Note Payable - by Todd Jaksick in favor of Samuel S Jaksick Jr. Family Trust originally in the amount of \$349,129. This note was assigned to the TBJ SC Trust and later bequested back to the TBJ SC Trust in the second amendment to the Samuel S Jaksick Family Trust dated December 12, 2012. The balance of the note is \$103,659.16.	-
--	---

Future claims against the trust that have been made known to the Trustees:	-
--	---

Indemnification and Contribution Agreement which substantively indicates that Stanley Jaksick is indemnified against the Samuel S Jaksick Jr Family Trust from having to perform on obligations and debts. Stanley Jaksick has current claims against the trust using this agreement.

Future claims against the trust that have been made known to the Trustees:	-
--	---

TOTAL CONTINGENT TRUST OBLIGATIONS	<u>\$ 1,585,818.79</u>
---	-------------------------------

See accompanying notes and accountant's report

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Alicia L. Lerud
Clerk of the Court
Transaction # 9676479 : adixon

EXHIBIT 3

EXHIBIT 3

Todd Jaksick Claims

Claims & Offsets	Proposed** Amounts of		Source Documents & Information
	Todd's Claims	Claims Allowed	
Per Todd - Creditor Claim #2	\$ 99,007.00	\$ 99,007.00	9/22/2014 payment by Todd per FT 2020 financial statement, p. 58 of 67
Per Todd - Creditor Claim #4	\$ 100,000.00	\$ 100,000.00	6/7/2016 payment by Todd per FT 2020 financial statement p. 58
Per Todd - Creditor Claim #5	\$ 134,027.00	\$ 134,027.00	6/7/2016 payment by Todd per FT 2020 financial statement p. 58
Per Todd - Creditor Claim #7	\$ 4,480.00	\$ -	6/7/2016 payment by Todd per FT 2020 financial statement p. 59
Todd - Creditor Claim #8 (SA allows reimbursement of capital calls)	\$ 17,208.00		6/7/2016 payment by Todd per FT 2020 financial statement p. 59- Included in below Jack Rabbit prior capital calls \$67,716 below
Todd - Creditor Claim #9 (Jack Rabbit capital call return life insurance note value)	\$ 112,677.00	\$ 112,677.00	6/7/2016 payment by Todd per FT 2020 financial statement p. 59
Todd - Creditor Claim #10 (Jack Rabbit capital call return life insurance note value)	\$ 75,845.00	\$ 75,845.00	6/7/2016 payment by Todd per FT 2020 financial statement p. 59
Todd - Jack Rabbit prior capital calls	\$ 67,716.00	\$ 67,716.00	6/7/2016 payment by Todd per FT 2020 financial statement p. 59. Includes the \$17207.57 listed Claim #8
Todd - Nov & Dec 2020 Jack Rabbit capital calls	\$ 304,000.00	\$ 199,928.00	6/7/2016 payment by Todd per FT 2020 financial statement p. 59
Todd - attorney fees balance from SA	\$ 180,000.00	\$ 72,000.00	* 2022 Some amounts already paid to law firms in Dec.
Todd - attorney fees for appeal per SA	\$ 51,212.20	\$ 20,484.88	* 2022 Some amounts already paid to law firms in Dec.
Todd - fund grandchildren trusts (Todd's kids)	\$ 80,000.00	\$ -	
Todd - bronze for Reno cemetery and landscaping	\$ 40,000.00	\$ 40,000.00	Todd to provide invoice & subject to adjustment
Todd - note payable for life insurance trust	\$ 92,625.00	\$ 109,576.32	2020 F/S p. 56 -UPDATED as 9/28/23
Todd offset		\$ (199,255.44)	Amended Judgment p. 3, ¶16
Todd offset - Bright Holland note		\$ (103,069.00)	
Todd offset - IRS refund			1/31/2019 SA p. 3, ¶F(i); 11/12/2018 tax refund actually received (see FT 2018 financial statement page 30)
TOTAL of Claims submitted by Todd Jaksick	\$ 1,358,797.20		
Adjusted Total Claims proposed by Trustee**		\$ 728,936.76	
Less:			
Balance of attorney from SA and per 12/22/22 Stipulated Order, and to be paid by FT per amendment to PSA		\$ (72,000.00)	*
Balance of attorney from SA and per 12/22/22 Stipulated Order, and to be paid by FT per amendment to PSA		\$ (20,484.88)	*
Subtotal to be paid directly from FT to RSSB		\$ (92,484.88)	
Amount to be offset against PSA		\$ 636,451.88	

FILED
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PR17-00445
2023-05-18 07:13:51 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9676479 : adixon

EXHIBIT 4

EXHIBIT 4

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CODE: 3347

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'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 GRANTING MOTION TO APPROVE RESOLUTION OF TODD
JAKSICK'S CREDITOR CLAIMS**

The Motion To Approve Resolution of Todd Jaksick's Creditor Claims (the
"Claim Motion"), filed by James S. Proctor, CPA, CFE, CVA, CFF, in his capacity
as the duly appointed Temporary Trustee of the Jaksick Family Trust, came
before the Court for a duly noticed hearing on _____ at
_____ .m. Cecilia Lee, Esq., Fletcher & Lee, appeared on behalf of the
Trustee, who was also present in Court. Other appearances were noted on the



1 record. All capitalized terms herein shall have the meaning ascribed in the Claim
2 Motion.

3 The Court considered the papers and pleadings on file in this matter, the
4 Motion, the Declaration of James S. Proctor in support thereof, the attached
5 exhibits, the Notice of Hearing on the Motion, any opposition that was timely
6 filed to the Claim Motion, the Trustee's reply thereto, the testimony, if any,
7 adduced at the hearing, and the arguments and representations made by
8 counsel and the Trustee at the hearing. The Court made its findings of fact and
9 conclusions of law on the record, which are incorporated herein in their entirety.
10 Any stated finding of fact that is more properly deemed a conclusion of law shall
11 be deemed a conclusion of law. Any stated conclusion of law that is more
12 properly deemed a finding of fact shall be deemed a finding of fact. These
13 findings and conclusions include, but are not limited to, the following:

14 The Court finds that it has jurisdiction to enter an order granting the Claim
15 Motion and that cause exists to grant the Claim Motion, for the reasons and on
16 the grounds stated therein, which the Court adopts as its own findings. The
17 Court further finds that notice of the Claim Motion was properly given to the
18 parties, beneficiaries, and parties in interest. The Court finds that the Trustee
19 has properly, prudently and reasonably exercised his business judgment in
20 arriving at a net claim amount the Trust owes to Todd Jaksick, in seeking
21 approval of the Claim Motion and that the resolution is fair, reasonable and of
22 benefit to the Family Trust. The Court finds that cause exists to grant the Claim
23 Motion for the legal and factual reasons and on the grounds stated therein,
24 which the Court adopts as its own.

25 WHEREFORE, good cause appearing,

26 IT IS HEREBY ORDERED that the Claim Motion is GRANTED in its
27 entirety, that Todd Jaksick has a creditor claim against the Trust in the net
28 amount of \$728,936.76, subject to Adjustments as defined in the Motion to

1 Approve Amendment to Purchase and Sale Agreement, and to be satisfied as set
2 forth herein.

3 IT IS FURTHER HEREBY ORDERED that Todd Jaksick is entitled to offset
4 \$636,451.88 of his claim, subject to Adjustments, against the Net Purchase Price
5 as defined in the Motion to Approve Amendment to Purchase and Sale
6 Agreement.

7 IT IS FINALLY HEREBY ORDERED that Trustee is authorized to pay the
8 balance of the net claim amount consisting of unpaid attorneys' fees owed to
9 Todd Jaksick directly into escrow in the amount of \$92,484.88 to the order of
10 Robison Sharp Sullivan & Brust in satisfaction of that portion of the Order
11 Granting Stipulation for Payment of Legal Fees Owed by the Family Trust,
12 relating to Robison Sharp Sullivan & Brust, entered by the Court on December
13 20, 2022.

14 DATED this _____ day of _____, 2023.

15 **IT IS SO ORDERED.**

16 _____
17 DISTRICT JUDGE

18
19 Submitted by:

20 FLETCHER & LEE

21 /s/ Cecilia Lee, Esq.
22 CECILIA LEE, ESQ.

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

10 PIERRE A. HASCHEFF,

11 Plaintiff,

12 vs.

Case No. DV13-00656

13 LYNDA HASCHEFF,
14

15 Defendant.
16

Dept. No. 12

17 **ORDER AWARDING ATTORNEY'S FEES**

18 Presently before the Court is Defendant, Lynda Hascheff's ("Ms. Hascheff"), Notice of
19 Filing Wilfong Affidavit ("Wilfong Affidavit") filed on March 10, 2023. Plaintiff, Pierre A.
20 Hascheff ("Judge Hascheff"), was served with the Wilfong Affidavit by eFlex on March 10, 2023
21 and filed his Opposition/Response to Wilfong Affidavit ("Opposition") on March 24, 2023.
22 Thereafter, the parties stipulated to Ms. Hascheff's counsel providing Judge Hascheff's counsel
23 with unredacted billing invoices and to allow Judge Hascheff to file a Supplemental
24 Opposition/Response to Wilfong Affidavit after review of the invoices. Judge Hascheff filed his
25 Supplemental Opposition to Wilfong Affidavit ("Supplemental Opposition") on April 14, 2023.
26 Ms. Hascheff filed her Reply to Supplemental Opposition to Wilfong Affidavit ("Reply") on April
27 18, 2023 and simultaneously submitted the Wilfong Affidavit for the Court's consideration.

28 The parties were divorced pursuant to the Findings of Fact, Conclusions of Law and Decree
of Divorce entered November 15, 2013, which ratified, approved, adopted, merged, and

1 incorporated by reference the parties' Marital Settlement Agreement (MSA) filed on September 30,
2 2013.

3 On June 16, 2020, Ms. Hascheff filed her Motion for Clarification or Declaratory Relief
4 Regarding Terms of MSA and Decree ("Clarification Motion"). On July 8, 2020, Judge Hascheff
5 filed his Motion for Order to Show Cause, or in the Alternative, to Enforce the Court's Orders
6 ("OSC Motion"). On February 1, 2021, the Court entered its Order Granting Motion for
7 Clarification or Declaratory Relief; Order Denying Motion for Order to Enforce and/or for an
8 Order to Show Cause; Order Denying Request for Attorneys' Fees and Costs. The matter was
9 timely appealed by Judge Hascheff and cross appealed by Ms. Hascheff. On June 29, 2022, the
10 Nevada Court of Appeals issued its Order Affirming in Part, Reversing in Part, and Remanding.
11 Two issues were remanded to this Court: (1) whether the fees and costs incurred by Judge Hascheff
12 in the malpractice action are covered by the indemnification provision of MSA § 40; and (2) an
13 award of attorney fees and costs under MSA § 35.1.

14 The Court held a status hearing on September 28, 2022 to determine how to proceed with
15 the remanded issues. Pursuant to the Order After Status Hearing entered September 29, 2022, the
16 parties were ordered to file a copy of the unredacted invoices and brief three-page statements
17 related to Judge Hascheff's claims of ambiguity in MSA § 40. Unredacted invoices were provided
18 to the Court and the parties pursuant to the Stipulated Protective Order filed October 13, 2022. In
19 the Order Regarding Ambiguity in MSA § 40 and Remand filed December 8, 2022, the Court
20 found Judge Hascheff failed to show MSA § 40 is ambiguous. In the same Order, the Court stated
21 it would take the remanded issues under advisement and issue a decision based upon the evidence
22 in the record, including the unredacted invoices.

23 On December 27, 2022, Judge Hascheff filed a Motion to Allow Briefing on Prevailing
24 Party. The Court denied the Motion in the February 15, 2023 Order Denying Motion to Allow
25 Briefing on Prevailing Party.

26 On February 17, 2023, the Court filed the Order Regarding Indemnification of Fees and
27 Costs Under MSA § 40; Order Regarding Prevailing Party Under MSA § 35.1, finding Ms.
28 Hascheff must indemnify Judge Hascheff in the amount of \$1,147.50 pursuant to MSA § 40 and

1 that Ms. Hascheff is entitled to an award of her reasonable attorney fees and other reasonably
2 necessary costs incurred in her Clarification Motion pursuant to MSA § 35.1.

3 In the Wilfong Affidavit, Ms. Hascheff by and through her counsel Shawn B Meador (“Mr.
4 Meador”) requests the Court enter an award of attorney’s fees and costs in the amount of \$124,591
5 pursuant to MSA § 35.1. Mr. Meador states Ms. Hascheff has incurred \$83,251 in fees and costs in
6 the district court, \$38,840 in fees and costs in connection with her appeal, and \$2,500 in fees for the
7 preparation of Mr. Meador and her appellate counsel’s *Wilfong* affidavits. Mr. Meador asserts the
8 fees and costs incurred by Ms. Hascheff resulted directly from Judge Hascheff’s unreasonable
9 demands and lack of transparency regarding indemnification of fees arising from a collateral trust
10 action allegedly connected to a malpractice suit. Mr. Meador asserts Judge Hascheff failed to
11 provide documentation to Ms. Hascheff’s counsel to allow him to evaluate the various demands for
12 indemnity and failed to share key information, such as that most of the fees demanded were
13 incurred prior to the filing of the malpractice action. Mr. Meador states Ms. Hascheff incurred
14 substantial attorney fees simply to obtain basic billing documentation, and when it was finally
15 received, it did not support Judge Hascheff’s demands. Mr. Meador alleges Judge Hascheff’s
16 demands for indemnification were a continuance of bullying that started during the divorce
17 proceeding and that the timing of Judge Hascheff’s demand letter indicates it was an act of
18 retaliation as the letter was sent shortly after the parties’ daughter did not invite Judge Hascheff to
19 her wedding. Mr. Meador states Ms. Hascheff acknowledged her legal obligations under the MSA
20 throughout the matter, made reasonable efforts to resolve the dispute, and ultimately filed her
21 Clarification Motion to seek the Court’s guidance to ensure she complied with her legal obligations.
22 Mr. Meador asserts Judge Hascheff filed a long, complex opposition and then filed his OSC
23 Motion, which raised the same issues already briefed. Mr. Meador alleges the OSC motion was
24 filed to make the legal process as expensive as possible for Ms. Hascheff. Mr. Meador asserts
25 Judge Hascheff then appealed this Court’s decision to force Ms. Hascheff to incur additional fees.
26 Mr. Meador states the Court of Appeals interpreted the MSA in the same way as Ms. Hascheff,
27 which makes her the prevailing party with respect to Judge Hascheff’s appeal. Mr. Meador argues
28 Judge Hascheff forced Ms. Hascheff to incur more fees after the appeal by refusing to provide

1 billing records without an expensive confidentiality agreement and by making an unsupportable
2 argument that MSA § 40 is ambiguous. Mr. Meador notes this ambiguity claim is in direct
3 contradiction to the OSC Motion as an order must be unambiguous for contempt to result, which
4 would indicate the OSC Motion was filed without merit. Thus, Mr. Meador states either the OSC
5 Motion or the later claim that the MSA is ambiguous was made in violation of NRCP 11 and the
6 Nevada Rules of Professional Conduct. Mr. Meador asserts Judge Hascheff's brief failed to even
7 address the alleged ambiguity he claimed required the briefing. Mr. Meador states Ms. Hascheff
8 was forced to incur fees again when Judge Hascheff requested briefing on the prevailing party issue
9 without merit. In support of the fees incurred in the district court, Ms. Hascheff attaches as Exhibit
10 A partially redacted billing invoices from Woodburn & Wedge dated from January 2020 to January
11 2023. In support of the appellate fees, Ms. Hascheff attaches as Exhibit B the Declaration of
12 Debbie Leonard, along with Ms. Leonard's billing invoices dated from March 2021 to August 2022
13 and a Summary of Fees by Timekeeper.

14 In the Opposition, Judge Hascheff opposes the Wilfong Affidavit on four grounds. First,
15 Judge Hascheff asserts the attached invoices show only \$53,144 in fees from Woodburn & Wedge,
16 not \$83,245. Second, Judge Hascheff states the redacted billing invoices make it difficult to
17 analyze their accuracy and applicability to this matter and cites case law stating it is improper to
18 award attorney's fees based upon sealed billing records without an opportunity for review. Judge
19 Hascheff accuses Mr. Meador of overbilling and as an example points to Mr. Meador including
20 facts he is not competent to state, such as whether Ms. Hascheff felt bullied. Judge Hascheff denies
21 having bullied Ms. Hascheff and notes the accusation is unrelated to the reasonableness of the fees.
22 Third, Judge Hascheff asserts Ms. Hascheff cannot seek fees for the appeal as Judge Hascheff
23 prevailed on the notice and laches issues on appeal and the indemnification matter was remanded to
24 this Court. Judge Hascheff also argues Ms. Hascheff did not prevail at all on any issue, despite
25 noting the Court of Appeals found the MSA did not cover indemnity of fees incurred in the
26 collateral action. Judge Hascheff states the Court should review the invoices with an eye as to
27 whether the time was expended on the "single success" of Ms. Hascheff. Last, Judge Hascheff
28 asserts the fees sought are unreasonable in relation to the amount at issue and show the litigation

1 was unreasonably extended by Ms. Hascheff’s counsel. Judge Hascheff asserts Ms. Hascheff’s
2 counsel’s demands for unredacted copies of invoices and privileged communications increased fees
3 for both parties. Judge Hascheff states Ms. Hascheff never offered to indemnify any amount of the
4 fees sought. Judge Hascheff states he offered to resolve the matter for \$1,400 after the parties had
5 access to the unredacted invoices and provides in support as Exhibit 1 an Offer of Judgment dated
6 October 31, 2022. Judge Hascheff asserts there is no situation in which paying \$53,000 in fees,
7 plus appellate fees, is reasonable to win a case worth \$4,500 at best. Judge Hascheff notes his
8 attorney fees are much lower in comparison to Ms. Hascheff’s, further indicating their
9 unreasonableness.¹

10 In the Supplemental Opposition, Judge Hascheff states after reviewing the unredacted
11 invoices, he believes Mr. Meador will concur the claim for \$83,000 in fees was based on the
12 entirety of the case, including the divorce. Judge Hascheff notes of the approximately \$53,000 in
13 fees billed for this matter, roughly \$32,000 involved billings for communications including Lucy
14 Mason (“Ms. Mason”), Ms. Hascheff’s sister and a lawyer who is not a member of the Nevada bar.
15 Judge Hascheff states communications that involved Ms. Mason should not be included as these
16 billing entries are essentially billing for non-client communications and for the work of an
17 unlicensed attorney.² Judge Hascheff states the initial position of Ms. Mason and Ms. Hascheff was
18 that he was not entitled to indemnity due to lack of timely notice. Judge Hascheff asserts any fees
19 related to these claims, such as laches, waiver, breach of the covenant of good faith, and breach of
20 fiduciary duty, should not be included as the Court of Appeals refuted those claims. Judge
21 Hascheff notes there are other billing charges unrelated to his matter, including entries related to
22 alimony; a January 30, 2020 entry regarding a conversation with Phil K.; and September 22, 2022
23 and October 15, 2022 charges for reviewing disclosure statements that have nothing to do with this

24 _____
25 ¹ In support, Judge Hascheff attaches as Exhibit 2 the Declaration of Pierre Hascheff, which states he incurred \$11,305
26 in attorney’s fees to Todd Torvinen, Esq. prior to appeal; \$26,422 in fees to Steven Kent, Esq. during the appeal and
27 after remand; and \$7,640 in fees to John Springgate, Esq. after remand. In the Supplement Declaration of Pierre
28 Hascheff filed April 18, 2023, Judge Hascheff clarifies that he incurred \$11,305 in fees to Mr. Torvinen prior to appeal;
\$25,380 in fees to Mr. Kent during the appeal and after remand, plus \$19,654 in fees as a solo practitioner for a total of
\$45,034; and \$7,640 in fees for Mr. Springgate. This totals \$63,979 in attorney fees.

² In support, Judge Hascheff provides as Exhibit 1 a list of time entries with blue highlights entries concerning
communications made only with Ms. Mason. Judge Hascheff also attaches as Exhibit 2 a copy of the unredacted
invoices of Woodburn & Wedge containing handwritten notations.

1 case. Judge Hascheff again argues Ms. Hascheff is not the prevailing party as she was found to owe
2 him money under MSA § 40, and therefore Judge Hascheff prevailed and is owed his attorney fees
3 incurred in this litigation and the appeal. Judge Hascheff requests the Court order each party to
4 bear its own fees in this matter or alternatively award Judge Hascheff his fees.

5 In the Reply, Ms. Hascheff states she conceded the math error raised in the Opposition and
6 nothing in the unredacted invoices required the issue to be raised again in the Supplemental
7 Opposition. Ms. Hascheff asserts Judge Hascheff could have also raised his concerns regarding
8 Ms. Mason's involvement in his Opposition as her involvement was clear in the redacted invoices.
9 Ms. Hascheff asserts NRS 49.055 and NRCP 1.4(a)-(b) and 1.6 authorize her to seek advice from
10 her sister and for Mr. Meador to share otherwise confidential information with her sister. Ms.
11 Hascheff states Mr. Meador had to communicate with Ms. Mason about what information Judge
12 Hascheff had provided prior to Mr. Meador being retained. Ms. Hascheff argues it cost her no more
13 to have Ms. Mason copied on emails and that Judge Hascheff provides no legal authority showing
14 Mr. Meador's communications with Ms. Mason increased fees or that such fees should not be
15 recoverable. Ms. Hascheff notes Ms. Mason did not bill her for communicating with Mr. Meador
16 or offering suggestions for the case. Ms. Hascheff asserts Judge Hascheff's Exhibit 1 incorrectly
17 characterizes certain fee entries as "for Lucy alone." Ms. Hascheff explains the fee entry regarding
18 Phil K. was a phone call to obtain information on the collateral trust litigation as Phil K. represented
19 a party in that litigation and as Judge Hascheff refused to provide thoughtful information about the
20 collateral litigation. Ms. Hascheff asserts the fee entries regarding disclosures in September 2022
21 concern the review of disclosed documents to determine what fees Judge Hascheff paid in the
22 malpractice action. Ms. Hascheff notes she is not seeking fees for the entry related to alimony. Ms.
23 Hascheff admits Judge Hascheff demanded relatively modest sums for indemnification, but asserts
24 he failed to provide evidence backing up the various amounts he demanded, and he indicated more
25 fees would be incurred in the malpractice action. Ms. Hascheff states she chose to not cave to the
26 demands and instead insisted Judge Hascheff comply with the MSA. Ms. Hascheff notes the
27 parties' stipulation did not authorize Judge Hascheff to attach the unredacted invoices containing
28 his editorial comments as an exhibit. Ms. Hascheff further notes Judge Hascheff did not address the

1 ethical issue of claiming the MSA is unambiguous in his OSC Motion and then later claiming it is
2 ambiguous. Ms. Hascheff further states Judge Hascheff using the Supplement Opposition to again
3 argue the prevailing party issue, rather than to address the unredacted content in Mr. Meador's
4 invoices, is an example of the kind of actions Judge Hascheff has taken to increase Ms. Hascheff's
5 fees. Ms. Hascheff requests an additional \$1,800 in fees for having to draft a Reply to the allegedly
6 unnecessary Supplemental Opposition.

7 Based on the foregoing, the Court now finds and orders as follows:

8 **Law**

9 The Nevada Supreme Court has stated, “[i]t is well established in Nevada that attorney’s
10 fees are not recoverable unless allowed by express or implied agreement or when authorized by
11 statute or rule.” *Miller v. Wilfong*, 121 Nev. 619, 623, 119 P.3d 727, 730 (2005) (quoting
12 *Schouweiler v. Yancey Co.*, 101 Nev. 827, 830, 712 P.2d 786, 788 (1985)). When an action arises
13 “out of a written instrument or agreement which entitles the prevailing party to an award of
14 reasonable attorney’s fees,” the award of fees must be based on the agreement as NRS 18.010(2)
15 does not apply. *See* NRS 18.010(4); *see also* *Friedman v. Friedman*, 2012 WL 6881933, at *5
16 (Nev. Dec. 20, 2012) (unpublished disposition) (finding the district court should have relied on the
17 prevailing party provision in the MSA when awarding attorney fees). The district court may award
18 attorney fees for successfully bringing or defending an appeal pursuant to a contract provision for
19 attorney’s fees. *Musso v. Binick*, 104 Nev. 613, 614, 764 P.2d 477, 477 (1988).

20 It is within the district court’s sound discretion to determine the amount of the award of
21 attorney fees. *Wilfong*, 121 Nev. at 623, 119 P.3d at 730. To determine the reasonableness of
22 attorney fees, the court must consider the following factors:

- 23 (1) the qualities of the advocate: his ability, his training, education,
24 experience, professional standing and skill; (2) the character of the
25 work to be done: its difficulty, its intricacy, its importance, time and
26 skill required, the responsibility imposed and the prominence and
27 character of the parties where they affect the importance of the
28 litigation; (3) the work actually performed by the lawyer: the skill,
time and attention given to the work; (4) the result: whether the
attorney was successful and what benefits were derived.

Id.; *Brunzell v. Golden Gate Nat’l Park*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The court must

1 also consider the disparity in income between the parties when awarding attorney fees in family law
2 cases. *Wilfong*, 121 Nev. at 623, 119 P.3d at 730. The court's award of attorney fees will not be
3 disturbed on appeal absent a manifest abuse of discretion. *Capanna v. Orth*, 134 Nev. 888, 895,
4 432 P.3d 726, 734 (2018).

5 **Findings**

6 In the Order Regarding Indemnification of Fees and Costs Under MSA § 40; Order
7 Regarding Prevailing Party Under MSA § 35.1 filed February 17, 2023, the Court found Ms.
8 Hascheff is entitled to an award of her reasonable attorney fees and other reasonable costs she
9 incurred in her Clarification Motion pursuant to MSA § 35.1 as Ms. Hascheff was the prevailing
10 party under MSA § 35.1 and complied with MSA § 35.2. Despite the arguments raised in the
11 Opposition and Supplemental Opposition as to prevailing party issues, the Court notes a timely
12 motion for reconsideration was not brought before the Court and it will not reconsider its Order
13 based on arguments improperly raised in an opposition.

14 As to the fees incurred on appeal, the Court finds an award of Ms. Hascheff's appellate
15 attorney fees is not appropriate under MSA § 35.1. Ms. Hascheff prevailed on a significant issue
16 on appeal in that the Court of Appeals found she was not required to indemnify Judge Hascheff for
17 fees incurred in the collateral trust litigation, which was the clarification sought by her Clarification
18 Motion. However, Judge Hascheff also prevailed on a significant issue on appeal in that this
19 Court's decision denying the indemnification of fees incurred in the malpractice action based on
20 laches was reversed and remanded. Given that each party prevailed on a significant issue on
21 appeal, the Court declines to award Ms. Hascheff the requested appellate fees.

22 After the indemnification issue was remanded to this Court, the Court found Ms. Hascheff
23 must indemnify Judge Hascheff in the amount of \$1,147.50 under MSA § 40 and that she was not
24 responsible for any fees incurred in the collateral trust litigation. The Court's February 17, 2023
25 Order was not an order to show cause nor an order for enforcement pursuant to Judge Hascheff's
26 OSC Motion. Rather, the Order provided the clarification sought by Ms. Hascheff's Clarification
27 Motion regarding what fees were covered by MSA § 40. The Court further noted Ms. Hascheff's
28 Clarification Motion was necessary for Ms. Hascheff to determine the amount of indemnification

1 required by MSA § 40, as even the Court could not determine the amount of fees requiring
2 indemnification until provided the unredacted invoices under the Stipulated Protective Order. The
3 February 17, 2023 Order further found Judge Hascheff's OSC Motion to have been premature as
4 Ms. Hascheff's Clarification Motion stated she was willing to indemnify the fees covered by MSA
5 § 40. This Court found Judge Hascheff did not prevail on any significant issue in his OSC Motion
6 as the use of the Court's contempt and enforcement powers are unnecessary under these
7 circumstances. Accordingly, Ms. Hascheff prevailed on her Clarification Motion and Judge
8 Hascheff did not prevail on his OSC Motion.

9 The Court further finds there is support in the record for Ms. Hascheff's assertion that Judge
10 Hascheff unnecessarily increased attorney fees in this matter, particularly with Judge Hascheff's
11 inconsistent stances regarding ambiguity in MSA § 40. Judge Hascheff could only prevail on his
12 OSC Motion and have Ms. Hascheff found in contempt if the language of MSA § 40 is clear and
13 unambiguous, yet at the September 28, 2022 status hearing, Judge Hascheff's counsel asserted
14 MSA § 40 is ambiguous. Given these clearly inconsistent assertions and the fact that no ambiguity
15 was pointed to in Judge Hascheff's Brief Statement filed October 31, 2022, the requested briefing
16 on the issue of ambiguity unnecessarily increased fees.

17 The Court further makes the following findings regarding the reasonableness of the fees
18 requested:

19 1. Qualities of Advocate: Mr. Meador is a member in good standing of the State Bar of
20 Nevada. Mr. Meador graduated from University of Utah, College of Law, Order of the Coif and
21 Law Review in 1983. Mr. Meador is a Family Law Specialist as recognized by the Nevada State
22 Bar and a Fellow of the American Academy of Matrimonial Lawyers. Mr. Meador is also a Nevada
23 Supreme Court Settlement Conference Judge and a member of the Board of Bar Examiners. Mr.
24 Meador is the former Chair of the Family Law Section of the Nevada State Bar and the former
25 President of Washoe Legal Services. Mr. Meador has practiced family law for 39 years and has
26 spoken and written extensively on family law issues. Mr. Meador is a well-respected attorney in
27 the community. Mr. Meador charges an hourly rate of \$450, which is commensurate with his
28 experience, skill, and expertise and in line with the local legal market.

1 2. Character and Difficulty of Work Performed: The character of the work performed
2 by Mr. Meador in enforcing MSA § 40 required skill and expertise. Although not overly difficult in
3 and of itself, the work was made more difficult and time consuming by the lack of transparency
4 concerning Judge Hascheff's requested malpractices fees; by unnecessary filings, such as Judge
5 Hascheff's brief regarding ambiguity in MSA § 40 that did not point to any ambiguity and Judge
6 Hascheff's motion requesting briefing on the prevailing party issue that did not cite legal authority
7 in support; and the apparent animosity between the parties.

8 3. Work Actually Performed: The work performed by Mr. Meador included: drafting
9 the notice letter to opposing counsel; communicating and drafting correspondence with Ms.
10 Hascheff and with opposing counsel; researching, drafting, reviewing, editing, and finalizing the
11 Clarification Motion; reviewing the Opposition and drafting and editing the Reply; drafting, editing,
12 and finalizing Opposition to OSC Motion; reviewing the Court's orders, the appellate Order, and
13 other filings; preparing for and attending various hearings; preparing exhibits and hearing
14 statements; reviewing Judge Hascheff's Brief Statement and drafting responsive brief; reviewing
15 Judge Hascheff's Motion to Allow Briefing on Prevailing Party, drafting the Opposition, and
16 reviewing the Reply; and preparing the *Wilfong* affidavit and exhibits. The billing invoices
17 provided show Mr. Meador billed 96.7 hours at \$450/hour for his work in this matter, totaling
18 \$43,515. The Court notes it omitted any billing entries unrelated to this matter (such as entries
19 related to alimony), billing entries concerning communications with the Court's judicial assistant to
20 schedule hearings, and any billing entries made by unidentified individuals whose qualifications
21 were not provided in the *Wilfong* Affidavit so as to allow the Court to determine the reasonableness
22 of their fees. The Court also omitted 6.1 hours of billing entries incurred prior to June 2, 2020 as
23 MSA § 35.1 states a party that brings a proceeding to enforce a provision of the MSA shall be
24 entitled to reasonable attorney fees and other reasonably necessary costs, which indicates MSA §
25 35.1 was not triggered until Ms. Hascheff began to incur fees related to her Clarification Motion
26 that sought enforcement of MSA § 40. The Court included billing entries for the drafting of the
27 June 2, 2020 letter to opposing counsel found by the Court to have met the notice requirements of
28 MSA § 35.2 in its February 17, 2023 Order. The Court adds to the total attorney's fees the amount

1 of \$2,160 requested in the Wilfong Affidavit for its preparation and \$1,000 of the \$1,800 requested
2 for the drafting of the Reply. The Court finds these amounts to be reasonable given the length of
3 the documents prepared, the need to review roughly three years of billing invoices, and the amount
4 of Mr. Meador's hourly fee. Therefore, the total attorney's fees incurred by Ms. Hascheff in this
5 matter are \$46,675. These fees were actually and necessarily incurred in this matter in successfully
6 bringing the Clarification Motion and opposing the OSC Motion and are reasonable considering all
7 the factors contained herein.

8 4. Results Obtained: Mr. Meador was successful in that this Court found Ms. Hascheff
9 to be the prevailing party under MSA § 35.1 in that she obtained the clarification requested in her
10 Clarification Motion. Specifically, the Court found Ms. Hascheff was not required to indemnify
11 Judge Hascheff for fees incurred in the collateral trust litigation, only for fees incurred in the
12 malpractice action. The Court found Judge Hascheff's OSC Motion to be premature and did not
13 grant an order to show cause or order to enforce as Ms. Hascheff's Clarification Motion indicated
14 she was willing to indemnify fees incurred as a result of the malpractice action under MSA § 40,
15 making contempt inappropriate and enforcement unnecessary.

16 5. Income disparity: Neither party presented information regarding their current
17 financial status, although both received significant assets in the parties' 2013 divorce. Judge
18 Hascheff did not assert in either his Opposition or Supplemental Opposition that an income
19 disparity between the parties would support a lesser fee or that a full award of the requested fees
20 would have a negative impact on his ability to meet his financial obligations. The Court notes the
21 evidence presented shows both parties were able to finance litigation costing each upwards of
22 \$60,000. It appears both parties have the ability to pay substantial attorney fees. This factor is
23 neutral as to the reasonableness of the requested fees.

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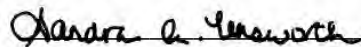
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Order

Pursuant to MSA § 35.1, the Court **GRANTS** an award of attorney’s fees to Ms. Hascheff in the amount of \$46,675. Commencing June 1, 2023, Judge Hascheff shall make a minimum monthly payment of \$1,500 to Ms. Hascheff until the award of fees is paid in full.

GOOD CAUSE APPEARING, IT IS SO ORDERED.

Dated this 12 day of June, 2023.


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 June 12, 2023, 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
JOHN SPRINGGATE, ESQ., for PIERRE HASCHEFF**



Judicial Assistant

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CODE: 3347

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'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 GRANTING MOTION TO APPROVE RESOLUTION OF TODD
JAKSICK'S CREDITOR CLAIMS**

This matter came before the Court on the Motion To Approve Resolution of Todd Jaksick's Creditor Claims (the "Claim Motion"), filed by James S. Proctor, CPA, CFE, CVA, CFF, in his capacity as the duly appointed Temporary Trustee of the Jaksick Family Trust. All capitalized terms herein shall have the meaning ascribed in the Claim Motion.

The Court considered the papers and pleadings on file in this matter, the

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1 Motion, the Declaration of James S. Proctor in support thereof and the attached
2 exhibits. No opposition was timely filed to the Claim Motion.

3 The Court finds that it has jurisdiction to enter an order granting the Claim
4 Motion and that cause exists to grant the Claim Motion, for the reasons and on
5 the grounds stated therein, which the Court adopts as its own findings of fact
6 and conclusions of law. The Court further finds that notice of the Claim Motion
7 was properly given to the parties, beneficiaries, and parties in interest. The
8 Court finds that the Trustee has properly, prudently and reasonably exercised
9 his business judgment in arriving at a net claim amount the Trust owes to Todd
10 Jaksick, in seeking approval of the Claim Motion and that the resolution is fair,
11 reasonable and of benefit to the Family Trust. The Court finds that cause exists
12 to grant the Claim Motion for the legal and factual reasons and on the grounds
13 stated therein, which the Court adopts as its own. Any stated conclusion of law
14 that is more properly deemed a finding of fact shall be deemed a finding of fact.

15 WHEREFORE, good cause appearing,

16 IT IS HEREBY ORDERED that the Claim Motion is GRANTED in its
17 entirety, that Todd Jaksick has a creditor claim against the Trust in the net
18 amount of \$728,936.76, subject to Adjustments as defined in the Motion to
19 Approve Amendment to Purchase and Sale Agreement, and to be satisfied as set
20 forth herein.

21 IT IS FURTHER HEREBY ORDERED that Todd Jaksick is entitled to offset
22 \$636,451.88 of his claim, subject to Adjustments, against the Net Purchase Price
23 as defined in the Motion to Approve Amendment to Purchase and Sale
24 Agreement.

25 IT IS FINALLY HEREBY ORDERED that Trustee is authorized to pay the
26 balance of the net claim amount consisting of unpaid attorneys' fees owed to
27 Todd Jaksick directly into escrow in the amount of \$92,484.88 to the order of
28 Robison Sharp Sullivan & Brust in full and final satisfaction of that portion of

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the Order Granting Stipulation for Payment of Legal Fees Owed by the Family Trust, relating to Todd Jaksick and Robison Sharp Sullivan & Brust, entered by the Court on December 20, 2022.

DATED this 2nd day of August, 2023.

IT IS SO ORDERED.



DISTRICT JUDGE

Submitted by:

FLETCHER & LEE

/s/ Cecilia Lee, Esq.
CECILIA LEE, ESQ.

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CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe that on this ____ day of August, 2023, I deposited in the County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached document addressed to:

CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe that on the 8 day of August, 2023, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

- JAMES PROCTOR
- STEPHEN MOSS, ESQ.
- CECILIA LEE, ESQ.
- ELIZABETH FLETCHER, ESQ.
- CAROLYN RENNER, ESQ.
- KEVIN RILEY
- HANNAH WINSTON, ESQ.
- KENT ROBISON, ESQ.
- MARK CONNOT, ESQ.
- JOHN COLLIER, ESQ.
- ADAM HOSMER-HENNER, ESQ.
- DONALD LATTIN, ESQ.
- PHILIP KREITLEIN, ESQ.


Carrie Lipparelli
Judicial Assistant

1 Code #4185

2 SUNSHINE REPORTING SERVICES
3 151 Country Estates Circle
4 Reno, Nevada 89511
5 775-323-3411

6 IN THE FAMILY DIVISION OF THE
7 SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF WASHOE
9 HONORABLE SANDRA UNSWORTH, DISTRICT JUDGE

10 -o0o-

11 PIERRE A. HASCHEFF,
12 Plaintiff,

Case No. DV13-00656

Dept. 12

13 vs.

14 LYNDA HASCHEFF,
15 Defendant.

16 _____
17 *** SEALED ***

18 TRANSCRIPT OF PROCEEDINGS

19 EVIDENTIARY HEARING

20 December 21, 2020

21 Reno, Nevada

22
23
24 REPORTED BY: CONSTANCE S. EISENBERG, CCR #142, RMR, CRR

25 Job No. 702570

1 ALL APPEARANCES VIA ZOOM VIDEOCONFERENCE:
2

3 For the Plaintiff:

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13 WOODBURN AND WEDGE
14 6100 Neil Road, #500
15 P. O. Box 2311
16 Reno, Nevada 89505
17 775-688-3000
18 775-688-3088
19 Smeador@woodburnandwedge.com

20 Also present:

21 PIERRE HASCHEFF
22 LYNDA HASCHEFF
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I N D E X

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A	Letter and Lemons, Grundy & Eisenberg statements		89
B	Emails, Judge Hascheff and Lucy Mason		93
C	Email, Judge Hascheff to Shawn Meador		95
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2	Declaration of Todd Alexander		6
3	Complaint filed 12/26/18		6
4	Emails between Shawn Meador and Judge Hascheff		6
5	Email from Judge Hascheff, 4/20/20		6
6	Email from Shawn Meador, 4/20/20		6
7	Letter from Todd Alexander, 5/29/20		6
8	Letter to Todd Torvinen from Shawn Meador, 6/2/20		6
9	Letter to Todd Torvinen from Shawn Meador, 6/11/20		6
10	Email between Judge Hascheff and Lucy Mason, 2/5/20		6
11	Email between Judge Hascheff and Shawn Meador 3/2/20		6
12	Emails between Judge Hascheff and Lucy Mason		6
13	Marital settlement agreement		6
14	Subpoena duces tecum		6
15	Billing statements from Lemons, Grundy & Eisenberg		6
16	Various pleadings, Jaksick Case No. PR17-0446 & PR17-00445		22

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MONDAY, DECEMBER 21, 2020, RENO, NEVADA, 9:10 A.M.

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THE COURT: Good morning. We are present on Case Number DV13-00656 in the matter of Hascheff versus Hascheff. This is the time and place set for oral argument related to two motions that are currently pending before the Court.

One is a motion that had been filed by Ms. Hascheff related to a motion for clarification or declaratory relief regarding the terms of the MSA and the decree that had been filed on June 16th of 2020.

And the second is for a motion for an order to show cause or in the alternative to enforce the court orders that were filed on July 8th of 2020.

Counsel, may I have the appearances, please?

Mr. Meador, you are muted.

MR. MEADOR: I apologize, Your Honor.

THE COURT: Please don't.

MR. MEADOR: Shawn Meador on behalf of the moving party, Lynda Hascheff, who is present with us this morning as well.

THE COURT: Thank you.

MR. TORVINEN: Todd Torvinen here on behalf of Pierre Hascheff, seated to my left. He should be in the picture. Yes.

THE COURT: He is. He is.

As you are all aware, this matter is proceeding by means of simultaneous audio/video transmission due to the continued

1 closure of the courthouses in Washoe County.

2 I'm located in Washoe County which makes up the site of
3 today's court session.

4 Ms. Eisenberg is our court reporter. And if either
5 party should desire a copy of the transcript or a portion thereof
6 they would make arrangements with her directly through Sunshine
7 Court Reporting, arrange for and pay for the transcript or a
8 portion thereof.

9 Seeing as we have competing motions through counsel, how
10 would you like to proceed?

11 MR. TORVINEN: Your Honor, we have a couple of
12 preliminary matters. May I be heard?

13 First off all, I should apologize to Mr. Meador. I find
14 this time extraordinarily challenging and it's difficult for me,
15 but that's all I'll say.

16 Mr. Meador previously asked me about his exhibits. I
17 have no objection to any of the exhibits, and -- of his exhibits,
18 save and except for the last one, which I believe is 16.

19 The 1 through 15 are in, as far as I'm concerned.

20 THE COURT: All right. Madam Clerk 1 through 15 will be
21 admitted.

22 (Exhibits 1 through 15 admitted into evidence.)

23 THE COURT: Exhibit 16, do we want to talk about that at
24 this point in time?

25 MR. TORVINEN: I don't know. I don't -- Mr. Meador is

1 muted again, I think.

2 There we go.

3 MR. MEADOR: Fine. But if we don't mute ourselves, we
4 start getting feedback, through our computers, to one another.

5 Your Honor, perhaps I'm a little confused about what
6 Your Honor expects today. I had read your original motion as
7 being a hearing with respect to the motion that my client filed
8 because that motion has to be determined before a contempt motion
9 could be heard.

10 THE COURT: I would concur.

11 MR. MEADOR: At the status call a couple of weeks ago, I
12 understood that you anticipated an evidentiary hearing rather than
13 oral argument.

14 I had been anticipating oral argument. At that status
15 conference I understood you to be requesting an evidentiary
16 hearing. So I'm prepared to either examine witnesses and do it
17 that way or to make oral argument, whichever you prefer.

18 I believe that Ms. Hascheff's motion was first filed and
19 is necessary to determine before Judge Hascheff's motion could be
20 determined.

21 THE COURT: I would concur that Ms. Hascheff's motion is
22 first in line.

23 I would also say that the Court specifically stated to
24 you at the status hearing that if we did proceed forward with the
25 contempt motion after the other motion, that that would have to be

1 by an evidentiary aspect.

2 So if I wasn't clear enough at the status conference, my
3 apologies. You are not incorrect. We ordered this to talk about
4 how do we mesh and meld the issues related with the MSA, with the
5 notice requirements contained in other portions of it, 35.2,
6 versus what transpired in Section -- at 30 point -- Section 37, as
7 compared to the indemnity portions that are contained within
8 Section 40.

9 Whether or not you'd agree that that was important for
10 us to have other information, as you encircle it, we cannot take
11 parole evidence, so we should be discussing the notice aspect
12 related -- contained in the totality of the agreement.

13 Mr. Torvinen appears to be arguing that these sections
14 need to be interpreted separate, completely separate and apart
15 from the others; whereas you're arguing that there's some basic
16 notice requirements in this.

17 So I would like to proceed, counsel. And I delineated
18 specifically what I'm looking for in my order, so please -- and
19 Mr. Torvinen, I appreciate your hearing statement did address
20 those issues, so I appreciate that as well.

21 So, Mr. Meador.

22 MR. MEADOR: Yes, Your Honor. Thank you.

23 So, Your Honor, the language of the indemnity agreement,
24 that Judge Hascheff has argued in his brief must be interpreted
25 strictly, states that my client -- that if Judge Hascheff is sued

1 for malpractice my client is obligated to pay -- to indemnify him
2 for half the cost of any defense of that action.

3 And so the issue is what, what bills, what expenses did
4 Judge Hascheff incur in the defense of the malpractice action that
5 was sued -- filed against him.

6 Now he tells us that in July of 2018 he received a
7 41-page subpoena that led him to believe that he could be sued for
8 malpractice.

9 If you review the 41-page subpoena, which is my
10 Exhibit 14, you will see that what was requested were
11 Mr. Hascheff's entire files related to the work he did for the
12 Jaksick family, for Todd Jaksick, for Sam Jaksick, the estate
13 planning and for certain business work.

14 They set it -- they used 41 pages to ask for his entire
15 file. But as I review it, I don't see a single document that was
16 requested that he would not have been obligated to produce if they
17 had simply asked him for his entire file on these matters.

18 So from my perspective, reading that exhibit, I cannot
19 see anything that would lead me to believe that a malpractice
20 threat was made against Pierre Hascheff.

21 To the contrary, the reality is that the Jaksick
22 children were in litigation regarding their father's estate.

23 It strikes me as completely absolutely normal and to be
24 expected that the lawyers in that litigation would request the
25 lawyer's file.

1 The request for that file does not suggest that they're
2 going to sue the lawyer.

3 Judge Hascheff then hired counsel to represent him. He
4 met with his counsel. And the first thing his counsel did after
5 meeting with Judge Hascheff was call Kent Robison, who was Todd
6 Jaksick's lawyer. And I get this from the billing statements,
7 from Todd Alexander's billing statements that were admitted as
8 Exhibit 15.

9 Now I've repeatedly requested information about
10 communications with Mr. Robison and about Mr. Jaksick's -- or I
11 mean Mr. -- Judge Hascheff's communications with his lawyer and
12 their communications with Todd Jaksick's lawyer.

13 I was repeatedly told that it was confidential or
14 protected by the attorney-client privilege.

15 Todd Alexander, Judge Hascheff's lawyer, specifically
16 stated that their communications with Todd Jaksick's lawyer were
17 protected by the attorney-client privilege, or were confidential.

18 I'm unaware of any bases on which they could claim it
19 was protected by the attorney-client privilege or that they were
20 confidential; but we're being asked, my client is being asked to
21 pay those charges without having any idea what was discussed in
22 that joint meeting, and without this Court knowing whether there
23 was anything -- what was discussed at that meeting, or whether
24 what was discussed at that meeting was a defense of a malpractice
25 action that had not been filed or threatened.

1 Then the major charges reflected on the bill are for
2 Judge Hascheff's deposition. The billings reflect that Pierre
3 Hascheff's lawyer and Todd Jaksick's lawyers communicated about
4 preparing Judge Hascheff for that deposition, two days of
5 deposition. It's undisputed my client was not aware of any of
6 this, was not advised of this, her opinion was not sought.

7 Then in December of 2018, Todd Jaksick files a lawsuit,
8 a malpractice claim against Judge Hascheff.

9 In his complaint he said that he did not discover facts
10 that would lead him to believe there was a potential malpractice
11 action until December of 2018.

12 So Judge Hascheff claims he knew it in July when he got
13 subpoenaed. Todd Hascheff says he didn't know it until December,
14 and yet they were having all these communications in the meantime.

15 In his complaint he did not say that anything in Judge
16 Hascheff's testimony at deposition made him aware of a potential
17 malpractice claim. He didn't say any of the documents produced
18 pursuant to the subpoena made him believe that there was a
19 potential malpractice claim.

20 Rather, he said there was some expert report that he
21 thought was full of errors and inaccuracies and mistakes that he
22 received in December that led him to believe there might be
23 malpractice.

24 But in his complaint, Todd Jaksick, in suing Pierre
25 Hascheff, stated that the plaintiffs were aware of the defendant

1 Pierre Hascheff's substantial efforts to protect Sam Jaksick and
2 his heirs and beneficiaries and believes that Pierre Hascheff
3 proceeded at all times in good faith and with best interest of the
4 plaintiffs and Sam Jaksick as his first priority.

5 It clearly was not a threatening complaint.

6 It was simply if, if something happens in the underlying
7 litigation and I get stuck, I may come after you, Lyn.

8 That action was then immediately stayed. No work was
9 done in the malpractice action.

10 Now it's also interesting to note that the 41-page
11 subpoena that was served on Pierre Hascheff that he claims put him
12 on notice that he would be sued for malpractice, was not served on
13 him by Todd Jaksick. It was served on him by Wendy Jaksick. And
14 to the best of my knowledge, from the limited records that have
15 been produced, I don't see any evidence that Pierre Hascheff ever
16 represented Wendy Jaksick. Therefore, under the Charleson
17 v. Hardesty case, Wendy Jaksick would not even have standing to
18 sue Pierre Hascheff for malpractice.

19 So Judge Hascheff's claim necessarily has to be that
20 when Wendy Jaksick, who was unhappy with the estate plan and
21 alleged that her brother mishandled his duties as trustee after
22 her father's death, served a subpoena on Pierre Hascheff, Judge
23 Hascheff knew that at some unknown point in the future Todd
24 Jaksick would sue him for malpractice.

25 After they immediately stayed the malpractice action so

1 that no fees are incurred whatsoever, they start getting prepared
2 for trial. And to get prepared for trial, Judge Hascheff and his
3 lawyer meet with Kent Robison, Todd Jaksick's lawyer. They spent
4 a lot of time with the very lawyer suing him for malpractice to
5 prepare him for his testimony. And yet we're not allowed to know
6 what they spoke about.

7 And in those bills there are about -- one bill like for
8 875, another for a thousand bucks, that are completely redacted.
9 Neither my client nor this Court are allowed to know what those
10 fees were even incurred for, and yet my client is expected to pay
11 half of them.

12 It strikes me that under Judge Hascheff's interpretation
13 of the indemnity language, a dishonest husband could seek legal
14 advice on a real estate transaction and write the letter -- write
15 the lawyer a check for a thousand bucks, and send that check to
16 his former wife and say this falls within the indemnity clause and
17 you owe me five hundred bucks.

18 And under the argument that Judge Hascheff has made in
19 correspondence to me that are in the exhibits that counsel
20 stipulated to and that are in the briefs that Judge Hascheff
21 filed, the wife would have absolutely no right to any information
22 whatsoever, that all she's entitled to is a copy of the check that
23 he paid a bill.

24 And that can't possibly be, because the language of the
25 indemnity clause is that it has to be in the defense of a

1 malpractice action, that if Pierre is sued, excuse me, if Judge
2 Hascheff is sued, any defense of that action is covered.

3 So there has to be at a minimum some proof that the fees
4 for which Judge Hascheff seeks indemnity were actually defense of
5 that action.

6 Now there's a lot of correspondence from -- from Judge
7 Hascheff, from his -- and from both of his lawyers, that talk
8 about bills related to a malpractice action, and yet that's not
9 the language of the indemnity agreement.

10 The language of the indemnity agreement is that it has
11 to be the defense of that action, not related to that action.

12 And we don't know, we don't know at all whether any of
13 the bills for which Judge Hascheff seeks indemnity were actually
14 in defense of the malpractice action filed by Todd Jaksick.

15 Now Judge Hascheff insists that my client is simply
16 obligated to rely on him; at the same time, however, he insists
17 that he has no fiduciary duty to her.

18 If my client is obligated to rely on him, he necessarily
19 must have some corresponding duty to protect her. He doesn't
20 protect her by keeping all of this secret.

21 She cannot possibly know, based on the information that
22 he provided, whether these fees were incurred in the defense of a
23 malpractice action or to help his client, Todd Jaksick. She can't
24 know that nor can this Court.

25 I repeatedly requested the information on behalf of my

1 client and was told repeatedly we were not entitled to the
2 information, that there was nothing my client could do, even if
3 she was given the information.

4 And it strikes me that, among other possible things, one
5 thing she could have done if the information had been provided at
6 the time when Judge Hascheff decided to retain counsel, was to
7 evaluate the underlying facts and circumstances and make an
8 agreement with her former husband that, yes, it's reasonable to
9 incur these fees even though you haven't been sued.

10 Even after I became involved and requested information,
11 if Judge Hascheff had elected to provide the information, I would
12 have been able to evaluate that information with my client. And
13 if that information provided reflected that the bills for which
14 Judge Hascheff seeks indemnity were in the defense of a
15 malpractice action, none of these fees and none of this motion
16 practice would have been necessary.

17 My client acted in complete good faith to come to this
18 Court to say what are my obligations under this contract?

19 In correspondence directly with Judge Hascheff and in
20 correspondence with his lawyer, I specifically and repeatedly
21 noted that my client would pay, would honor her obligation to pay
22 half of the fees incurred in any defense of the action.

23 The dispute was just simply what fees fell within
24 that -- that definition, within the language of the indemnity
25 clause.

1 Now in his trial statement Judge Hascheff insists that
2 it is my client's obligation to prove that he acted in bad faith,
3 or in some other nefarious way.

4 And while I disagree with that analysis, if his analysis
5 is true, it would make it even more imperative that he produce the
6 documents under 37 that we requested because those would be the
7 very documents she would need to honor her obligation that he
8 insists that she has.

9 He comes to this Court and says she is not entitled to
10 any information about what happened, but it's her burden to prove
11 what happened, a fundamental denial of due process at a minimum
12 but direct violation of paragraph 37.

13 So in my correspondence with Mr. Torvinen, dated
14 June 2nd, 2020, which is my Exhibit 8, I outlined what my client's
15 position was and what it would take to resolve the issue; and that
16 if the issue was not resolved we would file the motion to --
17 motion for declaratory relief. So I believe that we have complied
18 with the 10-day written notice requirement of 35.2.

19 In Mr. Torvinen's letter to me, and I'll have to find
20 the date of it, I believe 5/29/30, Exhibit 7 -- but I'll have to
21 clarify that -- he told me that Judge Hascheff had complied with
22 the 10-day notice requirements in his email of March -- now I've
23 lost the date. I'll get it for you in the exhibit.

24 But in that email, what Judge Hascheff said was that if
25 she did not pay up, he would enforce the agreement. He didn't

1 threaten in that email, that Todd Torvinen referred to, he did not
2 state that he would file -- seek to hold her in contempt of court.

3 So I believe we complied with the language and he did
4 not. And I apologize, I've got in my examination outline, I have
5 the exact exhibits and pages, and I don't have that off the top of
6 my head.

7 So it's our position that it is true that my client has
8 an obligation to indemnify Pierre Hascheff for the expenses he
9 incurred in defense of malpractice action. I just simply have no
10 evidence that any of the fees for which he seeks indemnity were in
11 defense of that action, and it would be unreasonable to require my
12 client to simply, and this Court, to simply rely on Judge Hascheff
13 to be the sole determiner of whether they do or do not fall within
14 an indemnity.

15 Thank you, Your Honor.

16 THE REPORTER: Excuse me, Judge.

17 (The reporter made a disclosure pursuant to subsection 2
18 of NAC 656.310 regarding Todd Alexander.)

19 MR. MEADOR: It is your husband's partner.

20 And I have no objection, Your Honor.

21 THE COURT: Mr. Torvinen?

22 Mr. Torvinen, let's first deal with Ms. Eisenberg's
23 issue here that she has.

24 You are not on mute, but we can't hear you.

25 MR. MEADOR: Judge, if I may, while counsel is working

1 on his technical issue, may I give you the citations on the 10-day
2 notice?

3 THE COURT: Yes.

4 MR. MEADOR: Mr. Torvinen's letter is his Exhibit E, his
5 letter of May --

6 MR. TORVINEN: The rain in Spain falls mainly on the
7 plain.

8 I don't know, it got turned down. Okay.

9 THE COURT: Here you are. There you are.

10 MR. TORVINEN: I'm sorry, Your Honor. Somehow it
11 automatically shut down the volume. I apologize for that.

12 THE COURT: So do you have any objection to
13 Ms. Eisenberg being our reporter?

14 MR. TORVINEN: No. And we're not going to call
15 Mr. Alexander as a witness anyway. His affidavit is in evidence.

16 THE COURT: All right.

17 And you were relating back, Mr. Meador.

18 MR. MEADOR: Yes, Your Honor. Mr. Torvinen's letter is
19 Exhibit E, which is my Exhibit 7, in which he stated that Judge
20 Hascheff's email dated March 1, 2020, is his 10-day notice.

21 In Judge Hascheff's email of March 1, which is his
22 Exhibit D and in my Exhibit 4, he states we can avoid this action
23 by her simply making the payment referenced above within 10 days,
24 if the payment is not made within this 10 day, "I will proceed
25 accordingly."

1 I don't think "I will proceed accordingly" complies with
2 the obligation to specifically indicate the nature of the action
3 would be a contempt motion.

4 Thank you, Your Honor.

5 THE COURT: Before we proceed over to Mr. Torvinen,
6 hence the reason I wasn't as clear as you may have liked, is it
7 not necessary for us to hear from Judge Hascheff about why he
8 perceived the 41-page subpoena to be the threat of malpractice?

9 MR. MEADOR: I believe it would have been at the
10 appropriate time. I don't -- I think it would be a complete
11 denial of due process for him to come in and share information
12 today that he refused to share when I requested it.

13 MR. TORVINEN: Your Honor, may I be heard?

14 THE COURT: Yes.

15 MR. TORVINEN: Should I start my argument? What do you
16 want me to do, Your Honor?

17 THE COURT: Well, I will let you be heard, sir, but you
18 can hear what my question is, is why is that not in fact important
19 in this particular case?

20 So please recognize --

21 MR. TORVINEN: Well, it is, Your Honor.

22 THE COURT: Let me ask a couple more questions of
23 Mr. Meador at this point in time.

24 Mr. Meador, you alluded to the fact that this billing
25 was redacted. And it is. It is clearly redacted to the point we

1 don't even know -- it doesn't even -- telephone call with, and the
2 rest of it redacted, the entire section of that is redacted. I
3 mean everything from that, whatever it is that we look to, for
4 example LH 96 on 9/18 of 2018, we have two things that are
5 redacted out in totality.

6 We don't know whether or not it's telephone call,
7 whether it was an appearance, whether it was a review, whether it
8 was a draft, we don't even know the simplistic aspect of what the
9 work was.

10 But isn't this different in that you can clearly see
11 from the work that was done above on that page and the work that
12 is referenced in the other pages, that it is all related to the
13 issues that arose from the 41-page subpoena?

14 MR. MEADOR: I don't know that.

15 THE COURT: Well, you know it's not a real estate
16 transaction that he called up and asked about, don't you?

17 MR. MEADOR: I -- I'm not going to speculate and I don't
18 believe this Court can speculate either.

19 THE COURT: But the bills themselves relate to what was
20 occurring related with the 41 pages and him being a witness,
21 correct?

22 MR. MEADOR: I don't know that because I don't know what
23 he was asked in his deposition. And I don't know what they talked
24 about in preparation for his deposition.

25 THE COURT: What part of Rule 40 or Subsection 40 states

1 that you are entitled to every aspect of the malpractice claim?

2 MR. MEADOR: I'm entitled to know that the fees for
3 which my client is being asked to indemnify him are in the defense
4 of a malpractice action.

5 Wendy Jaksick did not sue him for malpractice. She
6 wouldn't even have standing to sue him for malpractice. So her
7 asking him questions about the estate planning and business
8 transactions does not to me demonstrate that it was the defense of
9 a malpractice action.

10 Part of her claims were that Todd Jaksick in his role as
11 successor trustee breached his fiduciary duty to her.

12 Now, I don't know -- by that time Judge Hascheff was on
13 the bench. I don't know if he continued to engage in private
14 practice of law after he took the bench.

15 The second amendment to the trust about which Wendy
16 Jaksick specifically complained was executed after Judge Hascheff
17 took the bench. And I don't know -- again, I don't know if he
18 continued to engage in private practice of law in the execution of
19 that second amendment that Wendy claimed her father either didn't
20 sign or that he lacked capacity.

21 But those are not allegations that Judge Hascheff
22 committed -- either of those -- are allegations that Judge
23 Hascheff committed malpractice.

24 Just because a lawyer is asked for his file does not
25 suggest that he committed malpractice.

1 And we don't know what allegation of malpractice has
2 been asserted. What are we told that he allegedly did wrong?

3 THE COURT: The report that you referenced, do you have
4 any clue whether it was contained within his file?

5 MR. MEADOR: No, the report that I referenced, if we're
6 talking about the same report that put Todd Jaksick on notice, was
7 produced by someone, I don't know who -- I assume Wendy -- in
8 December of 2018, but was not prepared by -- it was not part of
9 the file, no. It was a litigation document.

10 THE COURT: Thank you.

11 Ms. Hascheff, this is still a courtroom. Please remove
12 the gum from your mouth.

13 Mr. Torvinen?

14 MR. TORVINEN: All right, Your Honor. I guess, first of
15 all, I don't have any objection to Exhibit 16, because therein
16 lies the answer to Mr. Meador's rhetorical question, essentially,
17 "Where's the beef?"

18 And the beef is here. And this was in -- there's a
19 pleading he has here, it's the first document under Exhibit 16,
20 and it's Wendy Jaksick's opposition to some accounting filed by
21 Todd Jaksick, I guess, but it goes way beyond that.

22 And on the second page, they are talking about setting
23 aside the second amendment and restatement of the trust agreement
24 of Sam Jaksick which was prepared and executed in the year of
25 2012.

1 It was prepared by my client, Pierre Jaksick. It was
2 prepared by my client and executed by my client, Pierre Jaksick,
3 prior to him taking the bench in 2013.

4 And so in this -- let's see. It's paragraph 4. I guess
5 the bottom is LH 000113.

6 So Wendy disputes the validity of the second amendment
7 restatement.

8 She goes on to say that Sam Jaksick didn't possess the
9 requisite mental capacity and, further, that he was subject to
10 undue influence.

11 And that -- you know, I can't necessarily disagree with
12 Mr. Meador about the subpoena, but you combine this in 17 with the
13 subpoena, they are trying to set aside the estate plan that was
14 drafted by Mr. Hascheff. And if you're going to set aside the
15 estate plan, then you are talking about malpractice issues.

16 And so this was known early on and, in fact, answered by
17 the document that's provided by opposing counsel, so I guess all
18 these exhibits are in evidence now.

19 So Mr. Alexander's affidavit is now in evidence also,
20 and I think in the admitted evidence that would be -- have you
21 seen that affidavit, Your Honor?

22 THE COURT: I have.

23 MR. TORVINEN: It's under Exhibit 2 in opposing
24 counsel's exhibits.

25 THE COURT: Okay.

1 MR. MEADOR: Your Honor, I haven't offered it for the
2 entire exhibit, I think there are parts of it that are
3 inadmissible.

4 MR. TORVINEN: I thought it was in. We can call him.

5 MR. MEADOR: You didn't ask. I offered to speak to you
6 about it, Counsel. You didn't offer to take me up about that
7 offer.

8 MR. TORVINEN: I'm sorry.

9 THE COURT: Well, we admitted the document, Mr. Meador.
10 So now do you --

11 MR. MEADOR: There are parts of document I believe are
12 completely inadmissible. I had to offer it because I didn't know
13 how you would rule on it and there were parts of it I may need
14 because I thought we were having an evidentiary hearing.

15 MR. TORVINEN: Your Honor, you can't have it both ways.
16 Either it's in or it's not. I mean, I don't understand this.

17 It came over in the exhibit book and it's offered.
18 There's no -- there's no, in any of the correspondence from
19 Mr. Meador --

20 THE COURT: Well, Mr. Alexander is in the waiting room,
21 so do we want to just clear this up at this moment?

22 MR. MEADOR: The parts, Your Honor, of his affidavit
23 that I believe are inadmissible and inappropriate are where he
24 offers broad general conclusions and characterizations without
25 providing any factual backup for those; that it's fundamentally

1 unfair and unreasonable to require my client simply to turn over
2 your job to Todd Alexander.

3 MR. TORVINEN: Your Honor -- and this goes to -- I'm
4 sorry, either it's in or it's not. And I'm not planning on
5 calling him as a witness because it's in.

6 We had this discussion at the status conference. But
7 this goes back to my client's main complaint here is that he did
8 back flips to try to comply with the request. And it was a basic
9 rope-a-dope defense designed to never pay a cent.

10 So they raised the bar and they asked him for, you know,
11 his payments and a copy of the policy and other documents. And he
12 got them to, in this particular case, Ms. Hascheff's sister, the
13 next day, February 5, 2020.

14 And then she asked for some additional documents. He
15 got those to her. And then the bar got raised again, and now
16 was -- and in all fairness to her, she asked for -- both she and
17 Mr. Meador asked for redacted billing statements.

18 So they got those on May 29th along with the affidavit.
19 And the idea behind the affidavit is to address their concerns
20 about the nexus between the underlying trust action and
21 malpractice, and to address their concerns about this not being in
22 good faith.

23 Well, this is Mr. Hascheff's lawyer. And so I guess
24 what they are saying is he's lying in the affidavit and it's not
25 in good faith. And my client's seeking indemnity of, by the way,

1 \$11,008 total. So it's 5504, which is shocking, by -- by June 2,
2 I think Mr. Meador referred to a letter that is now in evidence,
3 somewhere in his exhibit binder -- without filing a pleading.
4 They already incurred \$5,600 in attorney's fees for a \$5500 claim
5 at max, in which both of these parties' interests were aligned,
6 because she doesn't want to pay. I can't imagine Ms. Hascheff
7 would want to pay any more than she had to, and neither did my
8 client.

9 And it turns out the retention was 10,000 bucks. And
10 then the adjuster agreed to some payment of -- and I think it's in
11 the pleadings -- there's \$2500 that Allied provided for the
12 subpoena.

13 But all told, out of pocket, my client paid 11,008
14 bucks.

15 And prior to all the billings being done he first
16 requested 4600 bucks. It hasn't changed very much from that, Your
17 Honor.

18 And I might add, as the law indicates, in the absence of
19 a specific notice provision or indemnity, all you've got to do, if
20 you are the indemnitee, is give the indemnitor notice of the
21 claim.

22 And further, as pointed out in the case law that I gave
23 you, particularly in Transamerica case, which in essence says hey,
24 indemnitee, if you got to go sue the indemnitor for your
25 indemnification, well, it's not much of an indemnification, is it?

1 You are entitled to attorney's fees. But you shouldn't have to do
2 this.

3 And frankly, and you can hear from my client if you
4 want, but Mrs. Hascheff specifically agreed to this provision and
5 specifically agreed to purchase the tail malpractice policy for
6 this purpose.

7 And to sit here and argue that there's no nexus or we
8 don't know what the nexus is, is just more rope-a-dope, because
9 when, after I sent this letter, which is in exhibit -- which is an
10 exhibit dated May 29, 2020, to Mr. Meador, and included the
11 affidavit for Mr. Alexander and included the redacted billing
12 records which they requested before, then the bar went up again.

13 And they wanted to know if there were conflict waivers
14 that he got all the family members to sign. I mean that has
15 nothing to do with the price of tea in China.

16 And so it's clear, and I think you were spot on, if you
17 look back at the bills and the stuff that's not redacted, it's
18 clear that this matter is related to the risk created by the
19 underlying trust matter. And we all know -- I'm not a malpractice
20 lawyer, it's out of my pay grade -- but goodness gracious, the
21 underlying matter has to be determined first, but that doesn't
22 mean there's not malpractice risk. And that's exactly what
23 happened here.

24 And in fact, as an officer of the court, I'll just let
25 you know, it's my understanding that -- I think it's Stan Jaksick

1 took this matter up on appeal to Supreme Court -- Judge Hardy made
2 decisions with regard to the equitable claims. There were legal
3 claims that were decided by the jury and then the equitable claims
4 were later decided fairly recently because the pleadings we filed
5 last, what, June and July, Judge Hardy still had not made
6 decisions. You can hear from my client if you want about this,
7 but Judge Hardy still had not made decisions on the equitable
8 claims. But he did. And now apparently it has been appealed to
9 the Nevada Supreme Court. So my client still has risk in those
10 underlying matters.

11 And if you would like to hear from him about this, I
12 think that paragraph 40 is simple. I looked at this MSA last
13 night, did an electronic search. There is no requirement or
14 notice for indemnification. Why? Because it's a classic
15 indemnification clause. You deserve indemnification for one-half.
16 It has nothing to do with any fiduciary duties.

17 And frankly, if you look at -- and counsel was fair in
18 his criticism here -- every contract carries a general duty of
19 good faith and fair dealing. But in this context, as we pointed
20 out to you in the case law, good faith and fair dealing simply
21 means that you are not going to be dishonest and try to collect
22 for a slip and fall, right? Let's say my client was sued for a
23 slip and fall that happened in 2019. That's the duty of good
24 faith and fair dealing, is you can't try to do that. That's a
25 dishonest act if you try to get indemnification for that.

1 Well, this is clearly not related to that and nor was it
2 ever. And every time that my client tried to address concerns
3 either through me or directly, the bar was raised again; hence,
4 rope-a-dope.

5 And I don't think -- what the crazy part about this is,
6 economically, is this direct evidence relevant? I don't know.
7 Marginally. But goodness gracious, it was always between 4600 and
8 5500 bucks. It was never more than that, half. And Ms. Hascheff
9 had to have spent 15- or \$20,000 in attorney's fees at this point,
10 but my client is not in to me that deep.

11 But my goodness, it's the tail wagging the dog. And
12 Mr. Meador also addressed fiduciary duty of -- I happen to read
13 the footnote in William versus Walden, last night. Footnote four,
14 which says, in general, the fiduciary duty of one spouse towards
15 the other ends when the complaint is filed. There are exceptions.

16 What are the exceptions? Well, if you have a boomer.
17 Well, what's a boomer? In estate planning circles a boomer is a
18 big old asset or big ol' claim that is not disclosed.

19 Well, that's not what this is. In both Cook, cited by
20 Mr. Meador, and Williams versus Walden, you had a husband with a
21 law practice who either didn't put it on the schedule or
22 arm-twisted his soon to be former spouse by accepting a zero for
23 it, clearly a violation of fiduciary duty that would extend beyond
24 the date of the filing complaint.

25 That is not the deal here. These parties were

1 essentially limited to the retention policy which Lynda Hascheff
2 agreed should be put in place, because my client did high end
3 estate planning and, you know, if there is a boomer, he needed
4 protection. They both needed protection for that.

5 Did they know what the claim was? No. No idea when
6 this agreement was done.

7 So, again, you can hear from my client if you want. I
8 don't know if we need to call Mr. Alexander, but -- one thing I
9 did forget to say to you is this. Some of the things -- and you
10 can hear from my client about this, the redactions for
11 confidentiality were concerns for my client because the matter is
12 still up and it's on appeal now.

13 If one of the opposing parties or one of the Jaksicks
14 that took this thing up on appeal got ahold of some of that stuff,
15 it could be detrimental to my client. And I know that's shooting
16 yourself in the foot but it's a valid concern.

17 And frankly, if you look at the tone of the pleadings,
18 and certainly the emails, they accuse my client of being a bully,
19 of violating fiduciary duty, of not dealing in good faith with
20 regard to this claim.

21 THE COURT: Wait a minute. Whose pleadings -- wait.

22 MR. TORVINEN: Certainly the motion for clarification
23 accuses my client of being a bully.

24 THE COURT: All right.

25 MR. TORVINEN: It does. I think it's the second or

1 third page.

2 THE COURT: Okay.

3 MR. TORVINEN: And I might add --

4 THE COURT: Wait just -- I'm getting lost between
5 whether we must have --

6 MR. TORVINEN: No, no --

7 THE COURT: -- the other action with this action. So
8 okay.

9 MR. TORVINEN: Yeah. And then the correspondence from
10 Ms. Hascheff's sister accused my client of being a bully. And I'm
11 trying to remember, I'm not sure whether Mr. Meador did or not,
12 but, you know, but be that as it may, my client has done
13 everything he can within reason to answer the questions here, and
14 this clause is clear and the law is clear about indemnity.

15 And this is not a boomer, Your Honor. There was no
16 funny business that went on here, no trying to hide the ball, none
17 of the stuff that would trigger an analysis under Williams versus
18 Walden or Cook versus Cook. That's not this case. It's a simple
19 indemnity clause.

20 And the reason it was done that way and drafted that way
21 and is -- you know, there are other clauses later in the marital
22 settlement agreement that talk about undiscovered debts or omitted
23 debts and omitted assets of being community obligations. This was
24 not written that way on purpose. It's a simple indemnity clause,
25 and it doesn't require the same amount of notice for that very

1 reason.

2 And so we're sitting here now incurring these
3 extraordinary attorney's fees for a \$5500 claim that should have
4 been paid a long time ago, and for which my client was willing to
5 accept terms, you know, payment over a period of time to make it
6 easier for Ms. Hascheff. It's just ridiculous that we're still
7 sitting here doing this.

8 So if you want to hear from my client I'm more than
9 happy to call him as a witness.

10 THE COURT: Well, when we get to the cost benefit
11 analysis the Court can tend to agree with you the cost benefit of
12 this case isn't in place; but that's not the reality. The issue
13 that we have to deal with is the issue related to the claims that
14 are before me. Whether or not they were reasonably brought is
15 another question, and reasonable under whether or not the cost
16 benefit analysis made it appropriate for them to bring the claims.

17 That's your entire -- that's a personal decision.
18 That's a decision that Ms. Hascheff made, a decision to bring this
19 case in order not to pay the \$5500. It was important enough to
20 her to go that direction. I find no flaw in that.

21 Do I find a flaw in the thinking that potentially she
22 spent more to avoid this, that's her choice. That gets to be her
23 choice.

24 Can you please tell me why your client did not have an
25 obligation to provide some notice in this case when it was a

1 collateral matter. It wasn't -- it wasn't a malpractice. He
2 hadn't been sued for malpractice. He had been served a subpoena,
3 and that started this train rolling.

4 Why did he feel that he didn't have to provide any
5 notice of that?

6 MR. TORVINEN: Well, I'll answer it this way, Your
7 Honor. And Mr. Meador hasn't indicated what of my exhibits are in
8 or not, but we provided the statements which talk about the
9 billings and the payments. I think they are under H and I in my
10 exhibit book.

11 But here's -- if you just look at the dates. My client
12 made the largest payment to Lemons Grundy in, in or about, or I
13 know the exact date, on December 18, 2019, he paid almost 6400
14 bucks. Before that he paid up several small payments that total
15 4,000 bucks. So that's December of 19th.

16 He makes a \$6400 payment. Less than 30 days later --
17 now this is indemnity. It's indemnity, Your Honor. Less than 30
18 days later, on January 15th --

19 THE COURT: Hold for one. Wait. Wait. Wait.

20 MR. TORVINEN: I'm sorry.

21 THE COURT: No, I wanted to find out where Ms. Hascheff
22 went.

23 Thank you. Please proceed.

24 MS. HASCHEFF: I'm sorry, I had to grab a tissue for my
25 allergies. My apologies.

1 THE COURT: Please proceed.

2 MR. TORVINEN: Okay. So he makes the big payment of the
3 bulk of the bill on December 18th, 2019.

4 Less than 30 days later, on January 15, 2020, there's a
5 handwritten note, I think it's in Mr. -- in opposing counsel's
6 exhibit binder at -- yeah, it's 1.

7 Less than 30 days later he writes the handwritten note,
8 you know, you owe me this much as part of the indemnification,
9 right? A friendly note, just try to resolve this.

10 And so my client, I would tell you, is following the
11 letter exactly of the terms of the indemnification clause in the
12 MSA.

13 Now, no, perhaps he could have notified a few months
14 earlier when he was making the smaller payments, but
15 indemnification is indemnification. Indemnification means you
16 indemnify me. And when he made the biggest payment he pretty much
17 gave almost immediate notice to -- after he made that payment.

18 And so I hope that answers your question, because it
19 follows the agreement to a T. And the economics makes sense. And
20 the economics of that payment reflect when he gave notice.

21 And that's his position, Your Honor.

22 THE COURT: He was served with the subpoena when?

23 MR. TORVINEN: June of -- July of '18, I believe.

24 THE COURT: And he provided notice in January of '20?

25 MR. TORVINEN: Correct.

1 THE COURT: He was sued for malpractice when?
2 MR. TORVINEN: December -- if I recall correctly, I
3 believe it was December 30th, 2018.
4 THE COURT: And he provided notice in January of 2020.
5 MR. TORVINEN: Correct.
6 THE COURT: What fees were extended related to the
7 malpractice itself?
8 MR. TORVINEN: Pardon? I didn't hear that.
9 THE COURT: What fees did he extend related to the
10 malpractice action?
11 MR. TORVINEN: Well, my client informs me about \$600.
12 However, most of the \$11,000, if I recall correctly from
13 the bills, was incurred after the date of the filing of the
14 complaint. I think. Most of it.
15 I haven't -- I did a schedule at one point. Most of
16 the -- the vast majority of it is, after the filing of the
17 complaint by Todd Jaksick on December 30, 2018.
18 THE COURT: So most of the money was incurred after the
19 filing of the complaint?
20 MR. TORVINEN: Correct.
21 THE COURT: And the complaint was immediately stayed.
22 MR. TORVINEN: As it would have to be, reason being the
23 underlying action has to be resolved, like in any malpractice
24 action.
25 THE COURT: Okay. And --

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:

Debbie A. Leonard, Esq.
Nevada State Bar No. 8260
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*Attorneys for Respondent/
Cross-Appellant*

DATED this 16th day of November, 2023.

/s/ Diana L. Wheelen
An Employee of Fennemore Craig, P.C.