

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

10 Volume 2 of 5 – Pages AA 0251-0500

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18 *Attorney for Appellant/Cross-Respondent Pierre Hascheff*

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From: Shawn Meador
Sent: Monday, April 20, 2020 1:03 PM
To: Todd@ToddTorvinenlaw.com; tra@lge.net
Cc: Kelly C. Albright
Subject: RE: Indemnity

Counsel

As you know, under ethical rules, I am not permitted to communicate with another party who I know to be represented by counsel. In prior communications, Judge Hascheff projected that he was acting as his own counsel and had not retained counsel in connection with his indemnity claim. He has now indicated that he has retained Mr. Torvinen in connection with that claim, and therefore, I will not respond directly to his email of today.

I would note that Judge Hascheff takes inherently contradictory positions. He insists that his potential liability for malpractice is a joint or community obligation for which his former wife is equally responsible and that she must pay half of Mr. Alexander's fees, while, at the same time, insisting that Mr. Alexander represents him alone and that he has an attorney client privilege with Mr. Alexander that prevents my client from having basic information in connection with Mr. Alexander's work and his communications with Mr. Alexander about the very claim he insists my client is responsible for.

If, as Judge Hascheff contends, the potential malpractice obligation is a joint or community obligation for which my client is equally responsible, several things flow from that contention. First, if it is a joint or community obligation, Mr. Alexander's professional obligations, and fiduciary duties, necessarily flow to Judge Hascheff and to his former wife jointly. If it is a joint or community obligation, as Judge Hascheff insists, my client's rights and interests are present, existing and equal to Judge Hascheff's rights and interests. In my opinion, there could be no attorney client privilege against my client under these circumstances.

If, as Judge Hascheff, contends, the potential malpractice obligation is a joint or community obligation, my client had a right to know about the claim as soon as Judge Hascheff was aware of it and had an equal and equivalent right to participate in management of the litigation. If Judge Hascheff insists that Mr. Alexander represents him alone, then my client had then, and now has, the right to her own representation in connection with the claim. If she must retain her own counsel because Mr. Alexander represents Judge Hascheff alone and his duties run solely to Judge Hascheff, then Judge Hascheff would be equally responsible for the fees my client is forced to incur to protect herself. They either have joint fees and representation or they each need and must pay separate legal fees for separate representation. Judge Hascheff election to keep the potential claim a secret from my client and then unilaterally determine the manner in which he would handle it, he did so, in my opinion, necessarily, with a fiduciary duty to my client. His choice not to notify her of the claim necessarily precluded her from obtaining her own counsel and protecting herself, thus, reinforcing Judge Hascheff's fiduciary duty to her. He is either acting to protect her interests or not. If he is, he has a fiduciary duty in connection with those efforts.

Nothing in the language of the divorce settlement supports a claim that my client is responsible for fees that Judge Hascheff incurred as a percipient witness. If Judge Hascheff believed that it was strategically valuable for him to have counsel defend him in that role and wanted those fees to be included within the indemnification language, he should have consulted with my client to determine if she agreed that approach was appropriate and in the community's best interests. He made a decision that he believed were in his own best interest without consulting her but now apparently demands that she pay half of the fees arising out of his unilateral decision.

I have previously outlined the information I need to review in order to provide my client with thoughtful and informed advice. Judge Hascheff's insistence that my client must simply accept his demands and that she is not entitled to basic and fundamental information about the very fees he insists she must share, is not supported by the law or common sense. Upon receipt of the information I have requested I will be happy to review and evaluate Judge Hascheff's claims and demands in good faith and will respond promptly.

At this time, I need to know if Mr. Alexander takes the position that his duties flow solely to Judge Hascheff or if his position is that he has an equal and identical obligation and duties to my client in connection with this claim so that my client can make thoughtful decisions about how to protect her rights and interests. Can she rely on Mr. Alexander to protect her interests or should she assume that his role is to protect Judge Hascheff's interests? I need to know if Mr. Alexander shares Judge Hascheff's contention that their communications are protected by an attorney client privilege and if their thought processes in connection with legal strategy are protected by an attorney client or work product privilege as against my client who is being asked to pay half of Mr. Alexander's bill.

I continue to look forward to receipt of the information I have previously requested so that I can give my client appropriate advice. If Judge Hascheff determines that it is in his best interest to initiate litigation against my client, I will, necessarily, be forced to raise these same issues with the court and will request discovery to obtain the information I have requested.

In the meantime, if you have any questions or concerns, please do not hesitate to contact me

Shawn

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AA 0252

EXHIBIT 7

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

CHARTERED

232 COURT STREET RENO, NEVADA 89501
PHONE: (775) 825-6066 FAX: (775) 334-6063
E-MAIL: todd@toddlorvinenlaw.com

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

May 29, 2020

Via RCMS

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

Re: Hascheff MSA Indemnity Clause

Dear Mr. Meador:

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

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

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

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Shawn Meador, Esq.
May 26, 2020
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specifically requires your client to indemnify Mr. Hascheff for "one half (1/2) the costs of any defense and judgment" relating to a malpractice action.

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

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

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

Respectfully,



Todd L. Torvinen, Esq.

Enclosures

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

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EXHIBIT 8



June 2, 2020

VIA Email & Regular USPS Mail

todd@toddlorvinenlaw.com

Law Office of Todd L. Torvinen
Todd L. Torvinen, Esq.
232 Court Street
Reno, NV 89501

Re: Hascheff MSA/Fiduciary Duties

Dear Mr. Torvinen:

I am in receipt of your letter of May 29, 2020, in which you repeat the demands Judge Hascheff's previously made. Unfortunately, from my perspective, you elected not to address the issues and concerns raised in my email of April 20, 2020.

I would note that Mr. Alexander did address some of my concerns indirectly in his Declaration dated April 10, 2020, which you included in your letter of May 29, 2020. Given that Mr. Alexander's declaration was signed ten days prior to my email, it was clearly not written to address the concerns raised in my April 20, 2020, email and projects that all of the fees my client has incurred in attempting to obtain basic information to allow her to make thoughtful decisions was just a waste of time and money and that Judge Hascheff was simply trying to create evidence for future motion practice.

In his declaration, however, Mr. Alexander unequivocally states that he represents Judge Hascheff and that his professional duty runs solely to Judge Hascheff. He asserts that there is an attorney client privilege between him and Judge Hascheff that shields him from disclosing information to my client, such as discussions he had with Judge Hascheff about his risk of liability. At the same time, however, you insist that Ms. Hascheff must pay half of his bill for those discussions and his advice. Mr. Alexander, in fact, incredibly suggests that his election to involve himself in the dispute between our clients regarding the Marital Settlement Agreement and Decree of Divorce is, in some way, related to the defense of the malpractice action. While I disagree, it reflects that Ms. Hascheff may not rely on Mr. Alexander to protect her interests in connection with the malpractice litigation, but instead will need her own lawyer.

Judge Hascheff insists that any liability arising out of the malpractice claim is a joint or community debt for which Ms. Hascheff is equally responsible. I am unaware of any legal theory or basis on which Judge Hascheff could claim that he has the unilateral right to make all litigation decisions regarding this alleged joint or community obligation. Similarly, I am

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Todd Torvinen, Esq.
June 2, 2020
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unaware of any authority that would support his claim that he may keep the facts and legal advice he received, on which he based his litigation decisions, a secret from Ms. Hascheff, but that Ms. Hascheff must pay half of this legal fees for obtaining the advice. If you are aware of such authority, I would be more than happy to review and evaluate the authority you cite.

This is particularly troubling in light of the opinions asserted in paragraphs 3, 4, 5, 6, 7 and 8 of Mr. Alexander's Declaration. What specific facts support his sworn conclusions that Judge Hascheff was clearly at risk of substantial, potentially multimillion-dollar damage award? Judge Hascheff is only clearly at risk of such damages if there are facts that suggest he breached his professional obligation and failed to exercise the requisite standard of care, and as a result a person to whom he owed professional duties was proximately harmed by his breach of duty. Is Mr. Alexander suggesting that such facts exist?

I would also note that the malpractice complaint alleges (I obviously have no knowledge if allegations are accurate) that Pierre represented Todd Jaksick individually and as trustee and beneficiary of his father's trust, that he represented Sam Jaksick, perhaps the trust itself and Todd's family trust. The potential conflicts of interest jump off the page. Did Judge Hascheff obtain written conflict waivers?

Ms. Hascheff cannot possibly evaluate whether Judge Hascheff's decision to retain counsel to represent him in connection with collateral litigation was "prudent" and in her best interest without knowing the facts and risks. In breach of his fiduciary duty, Judge Hascheff did not afford her the courtesy of providing her with this information. Rather, he unilaterally made all decisions and then sent her a bill, while insisting he had every right to keep everything secret from her. He did so for at least a year and potentially much longer.

I would note that the malpractice insurance company has determined that it is appropriate to spend up to \$2,500 in responding to subpoenas such as those at issue here. The insurance company has paid that sum. The insurance company clearly does not believe that all of these expenses that Judge Hascheff demands that my client pay, that are related to the subpoena, deposition and trial testimony, are "claim expenses" related to the malpractice claim. If the insurance company, whose business it is to address what conduct is necessary in connection with a potential malpractice claim, believes that \$2,500 is reasonable, I would rely more heavily on that decision than I would on secret decision-making between Judge Hascheff and his counsel.

Ms. Hascheff remains prepared to pay her one-half of the total fees and expenses related to the malpractice action. From my review of the bills provided by Mr. Alexander, the only fees I can see that are directly related to the malpractice action come to \$95. I appreciate, although disagree with, your claim that my client is responsible for any fees and costs Judge Hascheff elects to incur that he deems to be prudent in connection with collateral lawsuits. However, I need to know what the fees and costs have been that are directly related to the malpractice action, so that Ms. Hascheff can pay her share of the undisputed fees and costs.

Todd Torvinen, Esq.
June 2, 2020
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I would note that under the insurance policy, there is a \$10,000 retention. The limit of my client's obligation, therefore, would be \$5,000, unless there is ultimately a judgment in excess of policy limits. And yet, Judge Hascheff's position would potentially result in my client having a legal obligation well in excess of that \$5,000. That excess exposure, according to his position, is entirely within his control, based on decisions he unilaterally makes based on facts and legal advice that he insists he can keep secret from my client. Again, if you have authority in support of this extraordinary position, I am more than happy to review and evaluate that authority with my client.

In addition, Judge Hascheff deemed it necessary and prudent to have counsel in connection with his role as a percipient witness and with respect to legal advice about how best to approach the malpractice claim and litigation. He is well experienced lawyer. My client is not a lawyer and has no legal training. Her interests in obtaining legal advice are greater than, not less than Judge Hascheff's. Judge Hascheff's counsel has made it clear that his duty is to Judge Hascheff and that his discussions and the advice he gave Judge Hascheff is confidential. Thus, it is, necessarily, of no value to my client.

If she is responsible for the legal fees Judge Hascheff incurs to obtain such advice, he is, necessarily, equally responsible for fees that she incurs in connection with these matters. To date, she has incurred approximately \$5,600 in fees simply to try to obtain the basic information we have repeatedly requested. Any claim Judge Hascheff has should, therefore, be offset by one-half of her fees.

Thus, while it appears entirely possible that we may have to litigate the parties' respective rights and obligations under the language of the MSA you drafted, we do not have to litigate the issue of the fees directly related to the malpractice action as opposed to the fees your client made a strategic decision to incur as a percipient witness in a collateral lawsuit.

If litigation becomes necessary, I will, among other things, request that the Court allow me to conduct discovery with respect to when Mr. Hascheff knew or should have known of the facts on which the underlying malpractice claim is premised. The complaint in the malpractice action reflects that Judge Hascheff's attorney client relationship with the plaintiffs ended before the MSA was signed and Decree entered. The potential conflict issues noted above necessarily existed at the time the work was done. The discovery, necessarily, will focus on whether Judge Hascheff knew or should have known there was a potential risk of a malpractice claim that he did not disclose contrary to paragraph 29 of the MSA.

Should Judge Hascheff decide that finding resolution makes more sense than litigation, I might suggest that his demands on my client be stayed until the malpractice action is finally resolved and the total sums in dispute can be identified. If he believes that litigation of the issue noted above are in his best interest, so be it, my client is prepared to defend herself and seek to recover the legal fees she has and will incur.

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Todd Torvinen, Esq.
June 2, 2020
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Pursuant to paragraph 35.2 of the parties' MSA, if we have not been able to reach an agreement within ten days of the date of this letter my client will file a declaratory relief action so that the court can determine my client's liability under these facts. To assure there is no confusion, my client's position is that she is responsible for one-half of the fees and costs associated with the malpractice action, that she is not responsible for Judge Hascheff's fees and costs as a percipient witness and that if Judge Hascheff knew or should have known the facts on which the malpractice claim was premised, this part of their MSA was obtained by fraud. If you have any questions please do not hesitate to ask.

Sincerely,
Dictated but not read
Shawn B Meador, Esq.

Cc: L. Hascheff

LF000024

AA 0260

EXHIBIT 9



June 11, 2020

VIA EMAIL & REGULAR USPS MAIL

todd@toddtorvinenlaw.com

Law Office of Todd L. Torvinen
Todd Torvinen, Esq.
232 Court Street
Reno, NV 89501

Re: Hascheff

Dear Mr. Torvinen:

To assure the accuracy of our motion, I need the following information and documents:

1. To know the current status of the malpractice action;
2. To know the current status of the underlying lawsuit among the Jacsick siblings;
3. A copy of the "multi-page subpoena" referenced in paragraph 2 of Mr. Alexander's declaration that allowed him to speculate that the subpoena could lead to a malpractice action, given that there could only be a meaningful risk of malpractice liability if documents in the file reflected that the work Judge Hascheff did or the advice he gave was in breach of his professional obligations and duties to his clients – if those documents showed he did nothing wrong there would be no basis for such an opinion;
4. To know what documents or other information sought by that subpoena were such that they clearly reflected that they were attempting to undermine "his estate plan and advice which could lead to a malpractice action" as set forth in paragraph 3 of Mr. Alexander's declaration;
5. What facts, circumstances, and written documents led Mr. Alexander to conclude that Judge Hascheff was at risk of a multi-million dollar claim against him;
6. Whether Mr. Alexander still opines that Judge Hascheff is at risk of a multi-million dollar judgement in excess of policy limits.



7. Copies of the written conflict waivers that Judge Hascheff obtained when he was, at least according to the malpractice complaint, simultaneously representing multiple clients with potentially conflicting interests.

Sincerely,

Dictated not read

Shawn B Meador, Esq.

EXHIBIT 10

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

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

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

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

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

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

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

Sent from my iPad

LH000027

AA 0265

EXHIBIT 11

Exhibit 3

Sent: Monday, March 02, 2020 2:47 PM
To: Shawn Meador <smeador@woodburnandwedge.com>
Subject: Re: Indemnity

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

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

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

Sent from my iPad

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

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Pierre

Please provide me with copies of the documents that Lucy requested so that I can evaluate your claim. Lynda is not responsible for payment of any fees related to your deposition etc., in the Jaksick probate matter. I need to determine what fees have actually been charged and paid, without contribution from insurance company, in the malpractice action that appears to be on hold. I cannot do that without seeing the actual bills and time entries.

I would like to review all correspondence between you (and your counsel) and the plaintiff, Mr. Jaksick, and/or plaintiff's counsel, Kent Robison, in the malpractice action. I would like to review all correspondence between you and your counsel in the malpractice action. I do not believe that you can reasonably take the position that this is a community debt for which Lynda is equally responsible while insisting that you may keep secrets from her about the litigation. If it is a community obligation her rights are present, existing and equal to yours. If you have greater rights, you must necessarily accept greater responsibility.

As Lucy noted, we believe that in handling this matter you have a fiduciary duty to Lynda and your failure to notify her of the claim or your proposal for how to address the claim in a timely manner, is a breach of your fiduciary duty. If it should turn out (and I trust and hope this is not the case) that you have sought to recover fees from her for your time and efforts in the probate matter that would, in my opinion, be an additional breach of your fiduciary duty to her.

LH000029

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EXHIBIT 12

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

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

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

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

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

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

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

Sent from my iPad

LH000030

AA 0270

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

EXHIBIT 2

Pierre --

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

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

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

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

Thank you.

Lucy

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

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

Sent from my iPad

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EXHIBIT 13

MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement is entered into effective September 1, 2013, between **Pierre A. Hascheff** (Husband) and **Lynda Lee Hascheff** (Wife) in order to resolve all issues between them with regard to the dissolution of their marriage. The parties intend this Agreement to be a final and complete settlement of all of their rights and obligations to each other arising out of their marriage, including without limitation, all past and present interspousal claims of any kind that either may have against the other, except as otherwise provided in this Agreement.

Therefore, Husband and Wife agree as follows:

RECITALS

Marriage and Separation

1. Husband and Wife were married on September 8, 1990 in Reno, Washoe County, Nevada, and have thereafter, been married to each other continuously. They have lived separate and apart since April 12, 2012. The duration of the marriage is 23 years.

Grounds for Divorce

2. Irreconcilable differences have arisen between Husband and Wife, which have led to an irremediable breakdown of the marriage. There is no possibility of saving the marriage through counseling or other means, and the parties have agreed to the dissolution their marriage.

Children of Marriage

The parties have no minor children. Wife may claim both children as dependents to the extent she is eligible to do so. Notwithstanding the previous, if wife receives no tax benefit from said dependents, then Husband may claim one or both.

Legal Proceedings

3. The original of this Agreement shall be filed with the Court. The court will be requested to (i) approve the entire Agreement as fair and equitable; (ii) order each party to comply with all of its executory provisions; and (iii) merge the provisions of the Agreement into the Decree Divorce. This Agreement is not conditioned upon the merger with or entry of the Decree of Divorce.

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SPOUSAL SUPPORT

Payments of Spousal Support

4. Husband shall pay spousal support to Wife in the sum of \$4,400.00 per month for three (3) years until August 30, 2016. Commencing on September 1, 2016, Husband will pay spousal support of \$3,400.00 until he retires. Payments shall be due on or before the first day of the month. The alimony may be readjusted accordingly in the event of changed circumstances. Wife acknowledges the alimony and Wife's PERS survivor benefit is a material consideration and material part of this settlement.

Termination of Spousal Support

5. The payments of spousal support provided in this Agreement, and the court's jurisdiction to order spousal support, shall terminate on the death of either party or on the remarriage of Wife before the above termination date.

Modification of Amount of Spousal Support

6. The amount of the periodic payments of spousal support provided in this Agreement may be modified either upward or downward or terminated by any court in the future on a showing of change of circumstances.

Alimony Tax Treatment

7.1. All payments to or on behalf of Wife for her support, as set forth above, are intended to qualify as alimony under Internal Revenue Code sections 71 and 215, and are to be included in Wife's gross income and deducted by Husband as provided in those Code sections.

7.2. Wife agrees that she shall report as income on her federal and state income tax returns for the year of receipt all sums paid to her, or on her behalf, by Husband under this Agreement, and that she shall pay any resulting taxes due. Wife agrees to indemnify and hold Husband harmless from any federal and state income tax obligation that he may incur by reason of Wife's failure to report as income, and pay the taxes due on, sums paid to her or on her behalf as spousal support under this Agreement.

Spousal Support Provisions Contingent on Tax Laws

8. The parties have agreed on the spousal support provisions of this Agreement in light of the existing federal and state income tax laws, which provide that spousal support is deductible by the payor and taxable to the payee. If the laws are changed so that spousal support payments shall be taxable to the payor and not to payee, the issue of spousal support shall be subject to future negotiation, agreement, or order of court.

Notice of Occurrence of Contingencies

Husband PP Wife JR Page 2 of 16

9. Husband and Wife shall each notify the other promptly and in writing of the happening of any contingency that affects the right or duty of either party to receive or make spousal support payments under the terms of this Agreement. Any overpayments of spousal support made by Husband after the occurrence of such a contingency and before receipt of the notice shall immediately be refunded by Wife, or set off against future payments after first applying the overpayments to any support amounts that are in default.

10. Wife acknowledges Husband has no obligation to provide Wife with health insurance coverage. Husband will cooperate with Wife so she may obtain COBRA insurance coverage within sixty (60) days after entry of decree of divorce. Husband will pay one-half (1/2) the cost of the COBRA premium for a period of eighteen (18) months provided, however, if Wife obtains her own coverage through her employment, the COBRA payments shall cease. Husband's payment share of COBRA premium is not considered alimony. Wife acknowledges Husband can no longer carry health insurance on Wife after the divorce. In lieu of COBRA, Wife may obtain her own health insurance policy in the private market or through the exchange offered through the Affordable Care Act (So-Called Obamacare). In the event she does so, the same terms and conditions shall apply as if she had obtained COBRA continuation coverage.

DIVISION OF PROPERTY

Division of Community Assets

11. Husband and Wife agree that their community property shall be divided between them as set forth below.

11.1 The parties further agree that this Agreement effects a substantially equal division of their community property. Any equalization is forever waived.

11.2 Riverside Drive office and back house located at 1029 and 1029 ½ will be sold and the net proceeds less expenses, storage and relocation costs will be shared equally. Each party shall bear one half of the tax consequences as a result of the sale.

11.3 The Wife will receive the Alpine Meadows property and the Pineridge property valued at \$360,000.00 and \$120,000.00 respectively. The property at 120 Juanita Drive, Incline Village, Nevada will be sold. Husband will receive the 2555 Manzanita property valued at \$760,000.00. The Arizona property at 2128 Catamaran will be sold. The parties will jointly agree to the initial and any subsequent changes to the listing price and terms of any sale described above. If the parties are unable to agree on the terms of any sale, the respective realtor will mediate the dispute and if the parties still cannot agree, the Court will decide the issue. The net proceeds of any sales described above, after taxes, storages, other expenses and moving costs will be divided equally. Each party reserves the right to use their one-half (1/2) of the net proceeds in a tax free exchange under IRC 1031.

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Assets Assigned to Wife

12. Husband releases, transfers, and assigns to Wife, as her sole and separate property, all of his right, title, and interest in and to the assets listed below. Husband further agrees to execute all documents that may be required to establish or confirm Wife's sole ownership of all listed assets as described on **Exhibit 1** attached hereto and incorporated by reference.

Assets Assigned to Husband

13. Wife releases, transfers, and assigns to Husband, as his sole and separate property, all of her right, title, and interest in and to the assets listed below. Wife further agrees to execute any and all documents that may be required to establish or confirm Husband's sole ownership of any listed asset as described on **Exhibit 1** attached hereto and incorporated by reference.

Encumbrances and Litigation

14. With regard to all property assigned under this Agreement, except as may otherwise be specifically provided in this Agreement, the assignee spouse assumes all encumbrances and liens on the property and agrees to indemnify and hold the other party free and harmless from any claim or liability that the other party may suffer or may be required to pay because of those encumbrances or liens, including the payment of reasonable attorney fees. Wife and Husband shall refinance their respective properties to remove and release the other from the existing loan and liability within one (1) year.

Insurance

15. The Husband's current group term life insurance with Washoe County and the NY Life insurance shall, as of the effective date of this Agreement, remain with Husband as owner and Wife shall receive 100% of the net proceeds of Husband's Washoe County and NY life insurance policy if ~~Husband dies on or before January 1, 2019.~~ Husband has no obligation to ^{PA} maintain the NY Life policy after December 31, 2014. Husband shall be considered the owner of the insurance policy, and shall pay all policy premiums coming due on and after that date, for so long as the policy is maintained in force. Wife acknowledges Husband's Washoe County policy will terminate if Husband is no longer a county employee.

Social Security

16. The Parties retain their respective Social Security benefits, including any derivative rights to which they might be entitled by virtue of their marriage to each other, as their separate property pursuant to federal law.

Pierre A. Hascheff, Chtd. Profit-Sharing Plan

Husband PA Wife lh Page 4 of 16

17.1. Wife's 1/2 interest in the Pierre A. Hascheff, Chtd., Profit-Sharing Plan shall be implemented by a separate Qualified Domestic Relations Order (QDRO). Wife shall have the right to elect to have her interest in the Pierre A. Hascheff, Chtd., Profit-Sharing Plan allocated to a separate account for her (if permitted by the Pierre A. Hascheff, Chtd., Profit-Sharing Plan); or distributed to her directly; or distributed to an IRA or eligible retirement plan of which she is a beneficiary. If Husband predeceases Wife, payment to Wife shall nonetheless be made under the terms of this Agreement. If Wife dies before full payment to her has been made, the amount unpaid shall be distributed to the beneficiary designated in writing by Wife to the plan administrator of the Pierre A. Hascheff, Chtd., Profit-Sharing Plan in the manner prescribed by the plan administrator, or if no beneficiary has been so designated, to Wife's estate.

17.2. Wife shall report, pay, and be responsible for all taxes due on amounts received by her from the Pierre A. Hascheff, Chtd., Profit-Sharing Plan. Under the Internal Revenue Code, the nonparticipant spouse shall be treated as the distributee of any distribution or payment made to her under a QDRO. As such, all amounts distributed to the nonparticipant from the Pierre A. Hascheff, Chtd., Profit-Sharing Plan are otherwise includible in income shall be taxable to the nonparticipant to the extent not rolled over to another qualified plan or Individual Retirement Account. The Wife shall indemnify Husband for any taxes (including interest and penalties, and "tax on the tax", if any) that he may be required to pay to any taxing authority in connection with any plan distribution. The parties agree to cooperate in filing consistent tax returns in connection with distributions received from Pierre A. Hascheff, Chtd., Profit-Sharing Plan. The court shall reserve jurisdiction to resolve any disputes in connection with any tax return. If either spouse should breach his or her reporting or payment obligations, he or she shall indemnify the other spouse for any cost, fee, or other expense (including but not limited to accounting and attorney's fees) incurred by the other spouse in connection with any audit or examination of the other spouse's tax return, relative to accomplishing the tax result described above.

Husband's PERS Benefits

18.1. Wife is entitled to, and awarded as her separate property, her community interest in and benefits of Husband's Public Employees' Retirement System Nevada ("PERS" or the "System") to which Husband is or may become entitled on account of his past, present, and future employment.

18.2. Husband will elect a form of benefit that would pay to Wife (in the event of Husband's death during pay status prior to that of Wife), a sum equal to the amount that would be paid to Wife under Option 6 with the specific sum payable to Wife if she survives Husband. The Wife's share of Husband's pension during the parties' joint lives shall be determined under the "wait and see" approach described in the *Gemma* and *Fondi* cases. The option 6 survivors amount payable to the Wife upon the death of the Husband shall be the sum of \$3,200.00 per month, adjusted for any COLA increases which occur after the date of the Husband's retirement. The parties agree to equally bear during their joint lives when Husband is retired, the premium cost (the reduction in the monthly benefit) between option 1 and option 6. By way of example, if Husband's unmodified option 1 benefit is \$8,200 per month, and the option 6 benefit is \$7,000 per month, the premium cost is therefore \$1,200 per month. Upon retirement, for example, if Husband receives 60% of the benefit and Wife receives 40% of the benefit, then without

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adjustment Husband would be paying 60% of the \$1,200 premium cost per month (\$720); and Wife would be paying 40% of the \$1,200 premium cost per month (\$480). In order to equally divide the premium cost of \$1,200, 10% of the total premium cost (\$120) would be subtracted from Wife's monthly benefit, and \$120 would be added to Husband's monthly benefit during the joint lives of the parties. In the event Wife predeceases the Husband, the benefits revert to the Husband.

18.3. In the event Husband dies before he retires and before starts receiving PERS benefits, Wife shall receive 100% of any survivor benefits provided Husband dies on or before January 1, 2019. If Husband dies after January 1, 2019, but before he retires, Wife will receive 75% and the children will receive 25% of said benefits to be shared equally by the children. Wife and Husband agree to establish an escrow and/or trust for the children's share of said survivor benefits.

18.4. Husband is awarded the balance of any and all the benefits as his separate property from PERS, whether fixed, accrued, contingent or otherwise.

18.5. During the joint lives of the parties, the System shall directly pay Wife her interest in the monthly retirement allowance.

18.6. Wife understands that she will be entitled to a distribution of retirement benefits under PERS although Husband is not yet retired. Wife acknowledges her right to make a "Gemma election" to obtain an immediate distribution of her interest in these retirement benefits on or after the date when Husband is first eligible to draw a retirement allowance from PERS (irrespective of his decision not to retire). Wife hereby waives her right to make a "Gemma election".

18.7. The Parties will enter into a stipulated Qualified Domestic Relations Order to divide the retirement benefits provided for by the Public Employees' Retirement System Nevada. The court shall retain jurisdiction to resolve any disputes concerning the content of the Qualified Domestic Relations Order or to implement or correct any nonqualifying provision by issuing an amended or subsequent order. Until a Qualified Domestic Relations Order is executed by the parties and qualified by the administrators or the court, Husband shall not make or accept any election, or take any action, under the Public Employees' Retirement System Nevada (nor shall the Plan accept any elections) that might adversely affect Wife's interest in the Plan without Wife's prior written consent or further court order upon ninety (90) days' notice to Wife (which notice may be shortened by the court upon a showing of good cause). Pending the preparation of the above order, the parties intend for this Agreement, when incorporated into a Decree of Divorce, to constitute a Qualified Domestic Relations Order for the Public Employees' Retirement System Nevada (if this becomes necessary). The parties stipulate that to the extent that any provision of this Agreement (when incorporated into a Decree of Divorce) pertaining to qualified plans is not found to constitute a Qualified Domestic Relations Order, the court shall retain jurisdiction to implement or correct any nonqualifying provision by issuing an amended or subsequent Qualified Domestic Relations Order.

Division of Personal Property

Husband PIA Wife W Page 6 of 16

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18.8. The parties will make a division of all remaining items of furniture, furnishings, and personal property to the extent they can agree. Thereafter, items will be allocated in the following manner. The parties shall flip a coin to determine which party will make the first choice of items. The other party will have the second and third choice of items. The party who made the first choice will have the fourth choice, and all choices after that will alternate between the parties until all items are selected. Selections shall be without regard to value. Parties will retain respective furniture in their residence.

Assets Assigned to Parties' Children

19. The following assets shall be owned as follows:

19.1 The 2011 Toyota RAV4 by Wife and insured by and paid for by Wife; and

19.2 The 2008 Jeep by Husband and insured by and paid for by Husband.

19.3 To the extent allowed, Wife's car and the daughter's car (RAV4) will remain under the current umbrella policy and Wife will reimburse Husband their respective share of the total premium.

19.4 Any other assets the parties allocated the children as described elsewhere in this Agreement.

The assets agreed to be owned by the children are not a part of the division of community property of the parties. Assets may be transferred to a minor under the Uniform Gifts to Minors Act, as agreed to by the parties.

Allocation of Community Debts

20. Husband and Wife agree that their community debts and obligations shall be allocated between them as set forth below. The parties further agree that this Agreement effects an equal division of their community debts and obligations.

Debts Assumed by Husband

21. Each party agrees to assume and pay the debts as disclosed on Exhibit 1. Husband further agrees (1) to indemnify and hold Wife harmless from the above debts, and (2) to defend Wife, at his own expense, against any claim, action, or proceeding that is hereafter brought seeking to hold Wife liable on account of these debts, including the payment of reasonable attorney fees incurred by Wife in defense of any such claim, action, or proceeding. Wife agrees Husband may payoff the Sam's Club debt with the community property funds and Wife will obtain her own Sam's Club account card. Husband will retain the current Sam's Club account. Husband will assume his credit card debt.

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Debts Assumed by Wife

22. Each party agrees to assume and pay the debts as disclosed on Exhibit 1. Wife further agrees (1) to indemnify and hold Husband harmless from the above debts, and (2) to defend Husband, at her own expense, against any claim, action, or proceeding that is hereafter brought seeking to hold Husband liable on account of these debts, including the payment of reasonable attorney fees incurred by Husband in defense of any such claim, action, or proceeding. Husband will pay Wife's credit card debt up to \$6,000.00 from the parties joint account in accordance with Exhibit 1. Wife will assume her credit card debt in excess of \$6,000.00.

Division of Omitted Assets

23. If, after the execution of this Agreement, any asset is discovered to exist that was not listed in and disposed of by this Agreement and that would have been community or quasi-community property of the parties, that omitted asset shall be divided equally between the parties. If, however, the existence of the asset was known to one of the parties at the time of execution of this Agreement, the party with that knowledge shall transfer or pay to the party without knowledge of the asset ("the other party"), at the other party's option, one of the following: (1) if the asset is reasonably susceptible to division, a portion of the asset equal to the other party's interest in it; (2) the fair market value of the other party's interest in the asset on the effective date of this Agreement, plus interest at the legal rate from the effective date to the date of payment; or (3) the fair market value of the other party's interest in the asset on the date on which the other party discovers the existence of the asset, plus interest at the legal rate from the discovery date to the date of payment. This provision will not be deemed to impair the availability of any other remedy arising from nondisclosure of community assets.

Omitted Community Debts

24. The parties acknowledge that they have provided in this Agreement for the payment of all community debts of which each is aware. Any debt, claim, or obligation (including the cost of defending against it) not provided for in this Agreement and unknown by the parties at the time of the preparation of this Agreement, will be deemed a joint community obligation as long as the debt, claim, or obligation arose from the conduct of both parties, or from the conduct of one party and the marital community benefitted from that conduct, occurring during the marriage but before the effective date of this Agreement. If, however, an omitted claim, debt, or obligation arose from the conduct of only one party and the community did not benefit from it, then that claim, debt or obligation will be the sole and separate obligation of that party. This provision will not be deemed to impair the availability of any other remedy arising from nondisclosure of community debts.

Reimbursement and Equalizing Payment

25.1. To equalize the division of the parties' community assets and obligations, Husband agrees to pay Wife the \$82,000.00 equalization payment although the equalization payment shown on

Husband PH Wife JN Page 8 of 16

Exhibit 1 is \$80,697.00. Said equalization payment shall be paid from the net proceeds from the sale of the Incline property provided, however, if the Incline property is not sold within one (1) year of the property's listing date, then Husband will pay Wife the sum of \$82,000.00 equalization payment within ninety (90) days after the expiration of said one (1) year period.

Waivers Regarding Future Earnings and Acquisitions

26. The parties agree and acknowledge that all income, earnings, or other property received or acquired by Husband or Wife on or after September 4, 2013, the date of this agreement, is the sole and separate property of the receiving or acquiring party. Each party does forever waive, release, and relinquish all right, title, and interest in all income, earnings, or other property so received or acquired by the other.

Revocation of Trust

27. The parties have previously created the Pierre and Lynda Hascheff Revocable Trust, dated May 17, 2005, naming Husband and Wife as Trustees. The parties now revoke the Pierre and Lynda Hascheff Revocable Trust and agree that the remaining trust property shall be distributed one-half (1/2) to each according to the terms of this Agreement.

Post-Separation Debts

28. The parties agree that every debt incurred by either party after September 4, 2013, shall be the obligation of the party incurring the debt. The parties further agree that the party incurring a debt after that date shall (1) indemnify and hold the other party harmless from the debt, and (2) defend, at his or her own expense, the other party against any claim, action, or proceeding that is brought seeking to hold the other party liable on account of the debt, including the payment of reasonable attorney's fees incurred by the other party in defending against any such alleged liability.

Warranty of Disclosure of Assets and Debts

29. Each party warrants to the other that (1) all community assets and debts of which he or she has any knowledge have been addressed in this Agreement, (2) that he or she is not possessed of or entitled to any community assets of any kind or description that have not been disposed of by this Agreement, and (3) that he or she has not incurred any community debts or obligations other than those disposed of by this Agreement.

Warranty Against Additional Debts

30. Each party warrants to the other that he or she has not incurred, and will not incur, any debt as to which the other is, or may become, liable, other than those debts addressed in this Agreement.

PAYMENT OF TAXES

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Joint Income Tax Returns

- 31.1. The parties shall file joint federal income tax return for the calendar year ending December 31, 2012.
- 31.2. Husband shall be responsible for the preparation of the joint tax return. Wife shall cooperate with Husband in the preparation of the joint tax return by providing all information necessary to prepare the joint return (including but not limited to, W-2 forms from all employers, statements of income from any source other than employment, interest from bank accounts, itemized deductions, and tax credits). This information shall be provided no later than thirty days before the deadline date for filing the return with the Internal Revenue Service.
- 31.3. Husband shall send the completed returns to Wife for approval and signature at least fifteen days before the deadline date for filing the return with the Internal Revenue Service. If the tax return as prepared are not acceptable to Wife, Wife shall notify Husband of her objections within ten days before the filing deadline.
- 31.4. Should either party fail to cooperate in the preparation and filing of the joint return, that party shall pay any additional tax liability, late penalties, interest, attorney's or accountants' fees, and any other fees or costs incurred as a result of the failure to cooperate.
- 31.5. Husband shall pay all expenses incurred in the preparation and filing of the joint return.
- 31.6. Husband and Wife shall equally pay all amounts owing, if any, in connection with the joint income tax return filed under this Agreement
- 31.7. If either party fails to comply with the provisions of the paragraphs above, that party shall indemnify the other party for, and hold the other party harmless from, any increased tax liability, late penalties, interest, attorney's fees, accountant's fees, and any other fees or costs incurred by or assessed against the other party as a result of the first party's failure to comply.

Payment of Tax Deficiencies

- 32.1. Husband and Wife shall be equally responsible for paying all taxes, assessments, liabilities, deficiencies, penalties, interest, and expenses (including, but not limited to, accounting and legal fees) to any federal, state, or local taxing authorities arising out of any review of the parties' personal income tax returns for any period for which the parties filed joint returns.
- 32.2. Each party shall forward to the other party a copy of any tax deficiency notice or other correspondence or documentation received from any federal, state, or local taxing authority relating to any joint income tax returns. Each party agrees to cooperate fully with the other and to execute any document reasonably requested by the other, and to furnish information and testimony with respect to any tax liability asserted by taxing authorities on any joint return.
- 32.3. After the Divorce, each party shall be responsible for their own taxes, interest penalties and expenses.

Husband PA Wife JR Page 10 of 16

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Allocation of Tax Refund

33. Any tax refund received in connection with any joint income tax return filed by the parties shall be divided equally between the parties.

COSTS AND ATTORNEY FEES

Payment of Attorney Fees and Costs

34. Each party shall be solely responsible for his or her own attorney fees and costs incurred in connection with the negotiation, preparation, and execution of this Agreement and in connection with any proceeding for Dissolution of Marriage that may be commenced by either party. Neither party shall be liable to the other party for any of the other party's attorney fees or costs.

Payment of Future Attorney Fees and Costs to Prevailing Party

35.1. If either party to this Agreement brings an action or proceeding to enforce any provision of this Agreement, or to enforce any judgment or order made by a court in connection with this Agreement, the prevailing party in that action or proceeding shall be entitled to reasonable attorney fees and other reasonably necessary costs from the other party.

35.2. A party intending to bring an action or proceeding to enforce this Agreement shall not be entitled to recover attorney fees and costs under this provision unless he or she first gives the other party at least 10 written notice before filing the action or proceeding. The written notice shall specify (1) whether the subsequent action or proceeding is to enforce the original terms of the Agreement; (2) the reasons why the moving party believes the subsequent action or proceeding is necessary; (3) whether there is any action that the other party may take to avoid the necessity for the subsequent action or proceeding; and (4) a period of time within which the other party may avoid the action or proceeding by taking the specified action. The first party shall not be entitled to attorney fees and costs if the other party takes the specified action within the time specified in the notice.

GENERAL PROVISIONS

Representation by Counsel

36.1. Husband has been represented in the negotiation and preparation of this Agreement by his attorney of record Todd L. Torvinen, Esq., Esq. Wife has been represented in the negotiation and preparation of this Agreement by her attorney of record Shawn B. Meador. This Agreement was prepared by Husband's attorney. However, the rule of construction that ambiguities are to be construed in favor of the nondrafting party shall not be employed in the construction of this Agreement.

Execution of Instruments and Further Assurances

37. Husband and Wife shall each execute and deliver promptly on request to the other any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary or proper to carry out their obligations under this Agreement. If either party fails or refuses to comply with the requirements of this paragraph in a timely manner, that party shall reimburse the other party for all expenses, including attorney fees and costs, incurred as a result of that failure, and shall indemnify the other for any loss or liability incurred as a result of the breach. Further, in case of a breach of the duties imposed by this paragraph, the court may, on ex parte application, order the county clerk to execute any document or other paper on behalf of the breaching party.

Release of All Claims

38. Except for the obligations contained in or expressly arising out of this Agreement, each party releases the other from all interspousal obligations, and all claims to the property of the other or otherwise. This release extends to all claims based on rights that have accrued before or during marriage, including, but not limited to, property and support claims and claims sounding in tort except Wife's obligation to defend and indemnify Husband for any malpractice claims.

Waiver of Rights on Death

39. Each party waives all right to inherit in the estate of the other party on his or her death, whether by testamentary disposition or intestacy, except under the terms of a will executed after the effective date of this Agreement. Each party further waives the right to claim a family allowance or probate homestead, or to act as personal representative of the estate of the other unless nominated by another person legally entitled to the right.

Indemnity and Hold Harmless

40. Except for the obligations contained in or expressly arising out of this Agreement, each party warrants to the other that he or she has not incurred, and shall not incur, any liability or obligation for which the other party is, or may be, liable. Except as may be expressly provided in this Agreement, if any claim, action, or proceeding, whether or not well founded, shall later be brought seeking to hold one party liable on account of any alleged debt, liability, act, or omission of the other, the warranting party shall, at his or her sole expense, defend the other against the claim, action, or proceeding. The warranting party shall also indemnify the other and hold him or her harmless against any loss or liability that he or she may incur as a result of the claim, action, or proceeding, including attorney fees, costs, and expenses incurred in defending or responding to any such action. In the event Husband is sued for malpractice, Wife agrees to defend and indemnify Husband for one half (1/2) the costs of any defense and judgment Husband may purchase tail coverages of which Wife shall pay one half (1/2) of such costs.

Agreement Entered Into Voluntarily

Husband PA Wife W Page 12 of 16

41. Husband and Wife represent that each, respectively:

- a. Is fully and completely informed as to the facts relating to the subject matter of this Agreement, and as to the rights and obligations of both parties;
- b. Has entered into this Agreement freely and voluntarily, without any coercion, undue influence, duress, or threat from any person;
- c. Has carefully read each provision of this Agreement; and
- d. Fully and completely understands each provision of the Agreement.

Each party acknowledges that this Agreement is fair and equitable to both parties.

Modification and Revocation

42. Except as otherwise provided in this Agreement, the terms of this Agreement may be modified or revoked only by a writing signed by Husband and Wife that expressly refers to this Agreement. The parties understand that this limitation is subject to the power of a court to modify any provisions or orders at any time concerning the custody, visitation, and support of their children.

Effect of Reconciliation

43. If after the effective date of this Agreement, as set forth in Paragraph 44, but before entry of any order or judgment of the court based on it, Husband and Wife acknowledge and agree in writing that their marriage has been restored and that they have mutually rescinded their intent to Dissolution of Marriage, the executory provisions of this Agreement are to remain in force unless revoked or modified.

Effective Date

44. The effective date of this Agreement shall be the date on which it is last executed by either party, as set forth below.

Entire Agreement

45. This Agreement constitutes the entire agreement of Husband and Wife concerning the settlement of their respective rights and obligations arising out of their marriage. It is a full and final settlement of all of those rights and obligations, including spousal support, property rights, liabilities, and other interspousal claims that either may have against the other. This Agreement supersedes any and all other agreements, oral or written, entered into between the parties before the effective date of this Agreement concerning their respective rights and obligations arising out

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of their marriage. There are no enforceable representations or warranties other than those set forth in this Agreement.

Parties Bound

46. Except as otherwise expressly provided, this Agreement shall be binding on, and shall inure to the benefit of, the respective beneficiaries, legatees, devisees, heirs, representatives, executors, administrators, assigns, and successors in interest of Husband and Wife.

Effect of Partial Invalidity

If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, that provision shall be deemed to be struck from the Agreement and the remainder of the Agreement shall be unaffected and shall remain in full force and effect.

Waiver of Breach

47. No waiver of any breach of this Agreement or default under it shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No waiver of any rights under this Agreement shall be deemed to be a waiver for all time of those rights, but shall be considered only as to the specific events surrounding that waiver.

Paragraph Titles and Interpretation

48. Paragraph titles have been used throughout this Agreement for convenience and reference only. They are not intended to set forth substantive provisions, and shall not be used in any manner whatsoever in the interpretation of the Agreement.

Governing Law

49. This Agreement has been drafted, and shall be executed, entirely within the State of Nevada and shall be governed by and interpreted and enforced under the law of the State of Nevada as that law stands on the effective date of the Agreement. Interpretation shall not be affected by any changes in that law after that date. The parties understand, however, that child custody and child support orders are subject to state and federal laws that determine and limit state court jurisdiction to make and modify these orders, and do not, by this provision, intend to affect the application of those laws.

Advice Regarding Future Property Rights

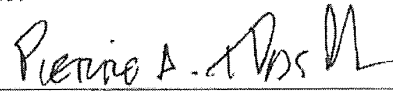
50. The parties acknowledge that they have been advised to review their wills, insurance policies, retirement benefit plans, credit cards and other credit accounts and reports, and other matters that they may want to change in view of their dissolution of marriage. The parties

Husband PA Wife W Page 14 of 16

further acknowledge that they have been advised to review all property rights and employment benefits that have survivorship or inheritance features, such as life insurance policies, pensions, inter vivos trusts, joint tenancies in real and personal property, and bank accounts, to ensure that their present intentions are accurately expressed in the governing instruments.

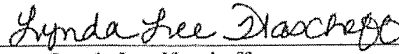
Each undersigned party agrees to the terms and conditions of this Agreement, effective as of the date the last party signs.

DATED this 30 day of Sept, 2013.



Pierre A. Hascheff

DATED this 30th day of SEPT, 2013.



Lynda Lee Hascheff

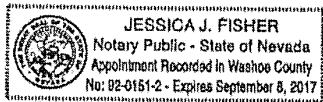
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ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 30th day of Sept., 2013, personally appeared before me, a Notary Public, PIERRE A. HASCHEFF, personally known (or proved) to me to be the person whose name is subscribed to the above *Marital Settlement Agreement*, who acknowledged that he executed the *Marital Settlement Agreement*.



Jessica J. Fisher
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 25 day of Sept., 2013, personally appeared before me, a Notary Public, LYNDA LEE HASCHEFF, personally known (or proved) to me to be the person whose name is subscribed to the above *Marital Settlement Agreement*, who acknowledged that she executed the *Marital Settlement Agreement*.



Victoria Sayer
Notary Public

Husband PA Wife LL Page 16 of 16

Section 7: Asset and debt Chart

		COMMUNITY			SEPARATE	
		TOTAL	HUSBAND	WIFE	HUSBAND	WIFE
	ASSETS:					
	CASH:					
1	PAH Chtd Checking US Bank (1596)	6,400	3,200	3,200		
2	PAH Savings US Bank (6551) & (3704)	34,000	17,000	17,000		
3	Riverside LLC US BAnk (office) (3825)	4,000	2,000	2,000		
4	PAH LLC US Bank(Az house) (8156)	4,400	2,200	2,200		
5	PAH Justice Ct US Bank(6859)	434	217	217		
6	Revocable Trust US Bank (7113) & 9696	210,000	105,000	105,000		
7	Revocable Trust US Bank (9274) & 4371	18,000	9,000	9,000		
8	Lynda checking US Bank	3,000	1,500	1,500		
9	Subtotal	280,234	140,117	140,117	0	0
10	INVESTMENTS:					
11	LPL Financial (stock account) 3439	161,773	80,885	80,887		
12	Subtotal	161,773	80,886	80,887	0	0
13	RECEIVABLES & DEPOSITS					
14	Acct Rec. (office)	5,000	2,500	2,500		
15	Subtotal	5,000	2,500	2,500	0	0
16	REAL PROPERTY					
17	Incline Condo	560,000	280,000	280,000		
18	6236 Alpine	360,000	0	360,000		
19	905 Pineridge	120,000	0	120,000		
20	1029 Riverside (less sell exp)	500,000	250,000	250,000		
21	2555 Manzanita	760,000	760,000	0		
22	Arizona	520,000	260,000	260,000		
23	Cancun Timeshare	0	0			
24	Subtotal	2,820,000	1,550,000	1,270,000		0
25	AUTOS & RECREATIONAL VEHICLES. Provide make, model, mileage, and vehicle identification number.					
26	2013 Jeep Cherokee	34,000	34,000			
27	2011 RAV 4	20,000	10,000	10,000		
28	2008 Jeep Liberty	12,000	6,000	6,000		
29	2006 Lexus RX330	18,000		18,000		
30	Subtotal	84,000	50,000	34,000	0	0
31	PERSONAL PROPERTY					
32	Furniture "H" Manzanita	30,000	15,000	15,000		
33	Furniture "W" Alpine	26,000	13,000	13,000		
34	Football & Baseball Tickets	3,000	1,500	1,500		
35	Subtotal	59,000	29,500	29,500	0	0
36	RETIREMENT ACCOUNTS:					
37	ICMA (457 Plan)	11,610	5,805	5,805		
38	PAH Profit Sharing	328,478	164,239	164,239		
39	Lynda IRA	24,720	0	24,720		
40	Pierre IRA	20,114	20,114			
41	1 Yr Group Term Life Insurance (\$250,000) Value 0					
42	Subtotal	384,922	190,158	194,764	0	0
43						
44	TOTAL ASSETS	3,794,929	2,043,161	1,751,768	0	0
45						

Exhibit 1 - Hascheff MSA

Revised 9/3/13

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Section 7: Asset and debt Chart

		TOTAL	COMMUNITY		SEPARATE	
			HUSBAND	WIFE	HUSBAND	WIFE
46	DEBT					
47	Mortgages, notes & deeds of trust (Indicate if debt is secured by particular asset above)					
48	Chase (Manzanita)	390,000	390,000	0		
49	Quicken Loan (Alpine)	265,000	0	265,000		
50						
51	Subtotal	655,000	390,000	265,000	0	0
52	Charge Accounts, Credit Cards, medical debts.					
53	Chase Card (W)	6,000	3,000	3,000		
54	AMEX (Bus/Office)	5,000	5,000			
55	Visa	0				
56	Mastercard	0				
57	Sam's Club	3,600	1,800	1,800		
58						
59						
60						
61	Subtotal	14,600	9,800	4,800	0	0
62	TOTAL DEBT (add lines 23 and 26)	668,600	399,800	269,800	0	0
63	NET WORTH (TOTAL ASSETS, line 32 MINUS TOTAL DEBT, line 49)	\$3,126,329	\$1,643,361	\$1,481,968	\$0	\$0
	Equalization		(\$80,697)	\$80,697		
	Equalized		\$1,562,664	\$1,562,665		

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EXHIBIT 14

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

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

8 R. KEVIN SPENCER (*Admitted PHV*)
9 Texas Bar Card No. 00786254
10 ZACHARY E. JOHNSON (*Admitted PHV*)
11 Texas Bar Card No. 24063978
12 **SPENCER & JOHNSON, PLLC**
13 500 N. Akard Street, Suite 2150
14 Dallas, Texas 75201
15 kevin@dallasprobate.com
16 zach@dallasprobate.com
17 *Attorneys for Respondent Wendy A. Jaksick*

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

20 In the Matter of the Administration of the
21 SSJ'S ISSUE TRUST,

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

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

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

24 WENDY JAKSICK,
25 Respondent and Counter-Petitioner,
26 v.

SUBPOENA DUCES TECUM
(No appearance required)

27 TODD B. JAKSICK, INDIVIDUALLY, AS CO-
28 TRUSTEE OF THE SAMUEL S. JAKSICK, JR.
FAMILY TRUST, AND AS TRUSTEE OF THE
SSJ'S ISSUE TRUST; MICHAEL S. KIMMEL,
INDIVIDUALLY AND AS CO-TRUSTEE OF
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST; AND STANLEY S. JAKSICK,
INDIVIDUALLY AND AS CO-TRUSTEE OF
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST; KEVIN RILEY, INDIVIDUALLY
AND AS FORMER TRUSTEE OF THE
SAMUEL S. JAKSICK, JR. FAMILY TRUST
AND TRUSTEE OF THE WENDY A.
JAKSICK 2012 BHC FAMILY TRUST,

Petitioners and Counter-Respondents.

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

1 **THE STATE OF NEVADA TO:**

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

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

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

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

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

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

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

27
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FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, Nevada 89135

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

3
4 **AFFIRMATION**

5 Pursuant to NRS 239B.030

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

8 DATED this 30th day of July, 2018.

9 **FOX ROTHSCHILD LLP**

10
11 /s/ Mark J. Connot

12 Mark J. Connot (10010)
13 1980 Festival Plaza Drive, #700
14 Las Vegas, NV 89135
15 mconnot@foxrothschild.com

16 **SPENCER & JOHNSON PLLC**

17 R. Kevin Spencer (*Admitted PHV*)
18 Zachary E. Johnson (*Admitted PHV*)
19 500 N. Akard Street, Suite 2150
20 Dallas, Texas 75201

21 *Attorneys for Respondent Wendy A. Jaksick*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT "A"

DOCUMENTS TO BE PRODUCED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Copies of all stock certificates, bonds, government securities, private securities
or any other similar investments registered in the name of Decedent, in any capacity, his Estate
the Family Trust or the Issue Trust during the relevant time period, and all documents,
instruments or other papers reflecting the purchases and/or sales of any type of stock, bond or
other similar security by the Decedent, his Estate, the Family Trust or the Issue Trust or anyone
on behalf of the Decedent, his Estate, the Family Trust or the Issue Trust during the relevant time
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30. All documents of all joint venture agreements, partnership agreements to which the Decedent, in any capacity, his Estate, the Family Trust or the Issue Trust was a party, interest holder or a beneficiary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

53. All appraisals of the Tahoe Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15
16 191. All documents relating to, mentioning or evidencing that you, in your capacity as
17 Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the
18 Agreement and Consent to Proposed Action, dated November 13, 2015 (Exhibit "10" to the
19 Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"),
20 before it was executed.
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FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, Nevada 89135

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EXHIBIT "B"
CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

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

CUSTODIAN OF RECORDS

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

NOTARY PUBLIC in and for said
County and State

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

4 **Rule 45**

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

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

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

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

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

27 (i) fails to allow reasonable time for compliance;
28 (ii) requires a person who is not a party or an officer of a party to travel to a
29 place more than 100 miles from the place where that person resides, is employed or regularly transacts
30 business in person, except that such a person may in order to attend trial be commanded to travel from
31 any such place within the state in which the trial is held, or

32 (iii) requires disclosure of privileged or other protected matter and no
33 exception or waive applies, or

34 (iv) subjects a person to undue burden.

35 (B) If a subpoena

36 (i) requires disclosure of a trade secret or other confidential research,
37 development, or commercial information, or

38 (ii) requires disclosure of an unretained expert's opinion or information not
39 describing specific events or occurrences in dispute and resulting from the expert's study made not at the
40 request of any party,

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

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

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

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

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

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CERTIFICATE OF SERVICE

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

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

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

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

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

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

DATED this 31st day of July, 2018.

/s/ Doreen Loffredo
An Employee of Fox Rothschild LLP

EXHIBIT 15

Date: 02/06/2020

Detail Payment Transaction File List
LEMONS, GRUHDY & EISENBERG

Page: 1

Case No.	Trans Date	H Trkr	P Task Cod	Unit #	Rate	Amount	Ref #
Transaction Date 03/25/2010							
52.8603	03/25/2010	A	140	1	1,300.00	Payment - Thank you Allied World Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
52.8603	03/25/2010	A	140	3	100.00	Payment - Thank you Allied World Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 04/06/2010							
52.8603	04/06/2010	A	140		1,000.00	Payment - Thank you PAH Limited LLC Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 04/16/2010							
52.8603	04/16/2010	A	140	4	1,000.00	Payment - Thank you Allied World Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 05/16/2010							
52.8603	05/16/2010	A	140		1,000.00	Payment - Thank you PAH LIMITED II LLC Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 10/16/2010							
52.8603	10/16/2010	A	140		1,000.00	Payment - Thank you PAH Limited LLC Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH
Transaction Date 12/16/2010							
52.8603	12/16/2010	A	140	7	6,351.80	Payment - Thank you Pierre Hascheff Allied World Insurance Company Hascheff, Pierre re: Allied World	ARCH

GRAND TOTALS

Payments 11,851.80

Thursday 02/06/2020 7:48 am

LH000091

AA 0334

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

Allied World
BILL THROUGH SERENGETI

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

ATTN: Andy Kannay

Huschell, Pierre re: Allied World
2018018714

	PREVIOUS BALANCE	\$6,848.10
12/16/2019	Payment - Thank you Pierre Huschell	6,361.80
	BALANCE DUE	\$496.30
	FEE	
	EXPENSES	
	FINANCE CHARGE	
	PAYMENTS	
	12,345.00	3.10
		0.00
		11,851.80
		\$496.30

pdf

32 8803 11.pdf
300 KB

LH000092

AA 0335

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

Allied World
 BILL THROUGH SERENGETI

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

ATTN: Andy Kettney

Haaschoff, Pierre re: Allied World
 2018018714

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

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

LH000093

AA 0336

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519-6000
(775) 788-8888
Tax I.D. #88-0122938

Allied World
BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Mascheff, Plumas re: Allied World
2018018714

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

2018
5/24/2018
801-445-

LH000094

AA 0337

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

Allied World
BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

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

LH000095

AA 0338

Allied World

Page: 2
10/10/2018.

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 1

Hascheff, Pierre re: Allied World
2018018714

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

RECAPITULATION

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

FEEES	EXPENSES	FINANCE CHARGE	PAYMENTS
1,300.00	0.00	0.00	0.00

Task Code Summary

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

LH000096

AA 0339

Allied World

Hascheff, Pierre re: Allied World
2018018714

Page: 3
10/10/2018

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 1

L300 Discovery

<u>FEE</u>	<u>EXPENSES</u>
1,175.00	0.00

\$1,300.00

LH000097

AA 0340

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

Allied World
 BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

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

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

LH000098

Allied World

Hascheff, Pierre re: Allied World
2018018714

Page: 2
11/08/2018

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

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

Task Code Summary

L330 Depositions
L300 Discovery

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

\$1,450.00

LH000099

AA 0342

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

Page: 1
12/07/2018

Allied World
BILL THROUGH SERENGETI

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 4

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

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

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

LH000100

AA 0343

Allied World

Page: 2
12/07/2018

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 4

Hascheff, Pierre re: Allied World
2018018714

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

Task Code Summary

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

LH000101

AA 0344

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

Allied World
 BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Haechhoff, Pierre re: Allied World
 2018016714

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

140	001
52 8000 1 000	52 8000 1 000
290 KB	290 KB

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Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Page: 1
02/13/2019

Allied World
BILL THROUGH SERENGETI

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 6

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

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

SERVICES RENDERED THRU 01/31/2019

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

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

LH000103

AA 0346

Allied World

Hascheff, Pierre re: Allied World
2018018714

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

BALANCE DUE

\$4,426.80

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

Task Code Summary

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

\$4,426.80

LH000104

AA 0347

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Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

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

LH000105

AA 0348

Allied World

Page: 2
03/11/2019

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 7

Hascheff, Pierre re: Allied World
2018018714

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

RECAPITULATION

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

LH000106

AA 0349

Allied World

Hascheff, Pierre re: Allied World
2018018714

Page 3
03/11/2019

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 7

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

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

Task Code Summary

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

LH000107

AA 0350

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

Allied World
BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hasehoff, Pierre re: Allied World
2018018714

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

LH000108

AA 0351

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

Allied World
BILL THROUGH SERENGETI

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

ATTN: Ajidy Kanney

Haschoff, Pierre re: Allied World
2018018714

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

LH000109

AA 0352

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

Allied World
 BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

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

LH000110

Allied World

Page: 2
12/10/2019

OUR ACCOUNT NO: [REDACTED]
STATEMENT NO. 11

Hascheff, Pierre re: Allied World
2018018714

RECAPITULATION

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

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

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

Task Code Summary

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

LH000111

AA 0354

EXHIBIT 16

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

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

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

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

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

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

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

DATED this 10th day of October, 2017.

FOX ROTHSCHILD LLP

/s/ Mark J. Connot

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

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RELIEF REQUESTED

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

INTRODUCTION

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

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

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

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

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

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

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

12 8. On August 2, 2017, the Co-Trustees Todd and Michael filed this *Petition* seeking the
13 Court's approval of: (a) three (3) annual accountings for their administration of the Trust during the
14 period April 21, 2013 through March 31, 2016, (b) an accounting for the separate share of the Trust
15 administered for Wendy, (c) ratification, approval and release of the Co-Trustees for certain
16 agreements and actions of Co-Trustees, and (d) for other relief.
17

18 9. Wendy was forced to file this *Opposition* because Co-Trustees' "Trust Accountings"
19 do not comply with the statutory requirements, Wendy disputes the Second Amendment and other
20 documents relied on in the *Petition*, Wendy disputes the actions of the Co-Trustees or does not have
21 sufficient information necessary for Wendy to understand and take a position concerning actions of
22 the Co-Trustees and their administration of the Trust. Accordingly, Wendy requests that the Co-
23 Trustees be ordered to amend their "Trust Accountings" to include all statutorily required
24 information and support and to provide full disclosure to Wendy concerning their administration.
25

26 **TRUST ACCOUNTING**

27 10. Pursuant to NRS 165.135, a trust accounting, by statute, is required to contain the
28

1 following information:

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

3 a. A statement indicating the accounting period;

4 b. With respect to the trust principal:

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

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

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

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

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

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

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

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

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

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

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

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

28 them; and

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

i. The beginning value of the trust estate:

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

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

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

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

7 Purported "Trust Accountings" - Incomplete

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

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

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

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

25 Purported "Trust Accountings" - Failure to Fully Disclose

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

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

6
7 Purported "Trust Accountings" – Disputed Second Amendment

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

15 CONCLUSION

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

24 ///

25 ///

26 ///

27 ///

28

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

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

2 **AFFIRMATION STATEMENT**

3 Pursuant to NRS 239B.030

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

9 DATED this 10th day of October, 2017.

10 **FOX ROTHSCHILD LLP**

11 /s/ Mark J. Connot

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

15 *and*

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

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

28 *Attorneys for Respondent Wendy A. Jaksick*

CERTIFICATE OF SERVICE

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

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

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

Todd B. Jaksick 8600 Technology Way, Ste. 110 Reno, Nevada 89521	Luke Jaksick c/o Wendy A. Jaksick P.O. Box 2345 Allen, Texas 75013
Stanley S. Jaksick 8600 Technology Way, Ste. 110 Reno, Nevada 89521	Benjamin Jaksick Amanda Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511
Alexi Smith 11 Bahama Court Mansfield, Texas 76063	Regan Jaksick Sydney Jaksick Sawyer Jaksick c/o Stanley S. Jaksick 8600 Technology Way, Ste. 110 Reno, Nevada 8952
Maupin, Cox & LeGoy Donald A. Lattin, Esq. L. Robert LeGoy, Jr., Esq. Brian C. McQuaid, Esq. 4785 Caughlin Parkway Reno, Nevada 89519 <i>Attorneys for Petitioners</i>	Michael S. Kimmel, as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust c/o Maupin, Cox & LeGoy Donald A. Lattin, Esq. L. Robert LeGoy, Jr., Esq. Brian C. McQuaid, Esq. 4785 Caughlin Parkway Reno, Nevada 89519
Phil Kreitlein Kreitlein Law Group 470 E. Plumb Lane, #310 Reno, Nevada 89502 <i>Attorneys for Stan Jaksick and Michael S. Kimmel</i>	Kent R. Robison Robison, Belaustegui, Sharpe & Lowe 71 Washington Street Reno, Nevada 89503 <i>Attorneys for Todd B. Jaksick and Michael S. Kimmel</i>

/s/ Jacqueline Magee

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22 *Attorneys for Respondent Wendy A. Jaksick*

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

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

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

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

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

29 **RESPONSE TO PETITIONERS' STATUS REPORT**

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

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

3 **I. INDEMNIFICATION PROVISION**

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

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

24 **II. DALLAS LAW FIRM**

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

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

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

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

14 **V. SETTLEMENT DISCUSSIONS**

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

28

1 **VI. DISCOVERY PLAN**

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

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

27 ///

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VII. OTHER MATTERS

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

AFFIRMATION STATEMENT

Pursuant to NRS 239B.030

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

DATED this 3rd day of January, 2018.

FOX ROTHSCHILD LLP

/s/ Mark J. Connot

MARK J. CONNOT (10010)
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Attorneys for Respondent Wendy A. Jaksick

CERTIFICATE OF SERVICE

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

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

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

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

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

Todd B. Jaksick 8600 Technology Way, Ste. 110 Reno, Nevada 89521	Luke Jaksick c/o Wendy A. Jaksick P.O. Box 2345 Allen, Texas 75013
Stanley S. Jaksick 8600 Technology Way, Ste. 110 Reno, Nevada 89521	Benjamin Jaksick Amanda Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511
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Maupin, Cox & LeGoy Donald A. Lattin, Esq. L. Robert LeGoy, Jr., Esq. Brian C. McQuaid, Esq. 4785 Caughlin Parkway Reno, Nevada 89519 <i>Attorneys for Petitioners</i>	Michael S. Kimmel, as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust c/o Maupin, Cox & LeGoy Donald A. Lattin, Esq. L. Robert LeGoy, Jr., Esq. Brian C. McQuaid, Esq. 4785 Caughlin Parkway Reno, Nevada 89519
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/s/ Jacqueline Magee
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17 *Attorneys for Wendy A. Jaksick*

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

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

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

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

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

22 WENDY JAKSICK,
23 Respondent and Counter-Petitioner,
24 v.

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

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

Petitioners and Counter-Respondents.

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

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 This proposed instruction incompletely states the law with respect to the applicable
27 statute of limitations and does not include any reference to the "discovery rule" as applicable to
28

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1 the facts of this case. Where a jury instruction pertains to a party's allegations or defenses and
2 is supported by trial evidence, the party is entitled to a jury instruction on that matter. *See Id.*
3 Wendy proposes adding the following additional language to this proposed instruction:

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

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

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

16 **AFFIRMATION**

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

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

20 DATED this 3rd day of March, 2019.

21 **FOX ROTHSCHILD LLP**

22 /s/ Mark J. Connot

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25 /s/ R. Kevin Spencer

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Attorneys for Respondent Wendy A. Jaksick

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1 **CERTIFICATE OF SERVICE**

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

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

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

6
7 Kent Robison, Esq.
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Attorneys for Stanley S. Jaksick

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

22 DATED this 3rd day of March, 2019.

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

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LIST OF EXHIBITS

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

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

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

13 PIERRE A. HASCHEFF,
14
15 Plaintiff,

Case No: DV13-00656

16 -vs-

Dept No: 12

17 LYNDA L. HASCHEFF,
18
19 Defendant.

20 **NOTICE OF EXHIBITS**

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

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

25 Dated: December 17, 2020.

26 The Law Office of
27 Todd L. Torvinen, Chtd.

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

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

PIERRE A. HASSCHEFF,

Plaintiff,

-vs-

LYNDA L. HASSCHEFF,

Defendant.

_____ /

Case No: DV13-00656

Dept No: 12

HEARING EXHIBITS

December 21, 2020

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

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CERTIFICATE OF SERVICE

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

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



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

EXHIBIT "A"

EXHIBIT "A"

AA 0384

Lynda

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

The attorneys invoice ~~is~~ is enclosed.

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

P.t. EXH 1

P.O. Box 1383
Reno NV. 89510

WYNDY HOSCHKE
905 PINE RIDGE
Reno NV. 89509



LEMONS,
GRUNDY &
EISENBERG

experience • results

October 23, 2019

Attorneys at Law

6005 Plumas Street

Third Floor

Reno, NV 89519

T: 775.786.6868

F: 775.786.9716

Edward J. Lemons

David R. Grundy*

Robert L. Eisenberg

Christian L. Moore

Alice Campos Mercado

Douglas R. Brown

Todd R. Alexander

Caryn S. Tijsseling

Dane A. Littlefield

Sarah M. Molleck

* OF COUNSEL

PERSONAL & CONFIDENTIAL

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

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

Dear Judge Hascheff:

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

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

Sincerely,



Todd R. Alexander

TRA/sgd
Enclosure

L
G
E

WWW.LGE.NET

AA 0387

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

Allied World
 BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

REMINDER BILL

Hascheff, Pierre re: Allied World
 2018018714

PREVIOUS BALANCE \$11,851.80

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

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

BALANCE DUE \$7,351.80

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

\$7,351.80

Handwritten:
 11851.80
 - 2500

 9351.80 ÷ 2
 = 4675.90

Handwritten:
 11851.80 - 1450.00 = 10401.80
 x 50%

 5200.90
 LYNDAS 1/2

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

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

Page: 1
 10/23/2019

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

ATTN: Andy Kenney

Insur. adjuster

REMINDER BILL

Hascheff, Pierre re: Allied World
 2018018714

PREVIOUS BALANCE \$7,351.80

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

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

BALANCE DUE \$6,351.80

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

\$6,351.80

*Attys Fees
 For legal malpractice
 claim*

*paid cr # 2308
 12/18/19*

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

EXHIBIT "B"

EXHIBIT "B"

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

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

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

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

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

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

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

EXH 2

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

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

Sent from my iPad

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

Endorsement number five and correspondence

Sent from my iPad

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

Policy and correspondence

Sent from my iPad

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

pdf

1219_001.pdf

2.7 MB

Hascheff, Pierre A

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

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

Sent from my iPad

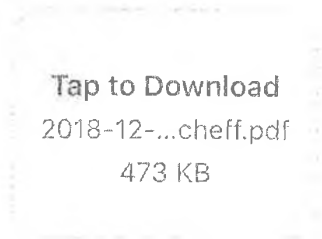
Begin forwarded message:

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

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

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

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



*Jaksick
complaint*

Sent from my iPad

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

Pierre –

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

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

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

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

Thank you.

Lucy

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

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

Sent from my iPad

Exh. 7

AA 0398

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

pdf
1219_001.pdf
2.7 MB

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

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

Sent from my iPad

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

Pierre –

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

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

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

EXH 8

AA 0400

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

Pierre –

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

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

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

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

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

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

Lucy

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

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

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

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

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

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

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

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

Sent from my iPad

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

Endorsement number five and correspondence

Sent from my iPad

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

EXHIBIT "C"

EXHIBIT "C"

AA 0404

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

Exh. 3

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

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

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

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

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

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

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

Sent from my iPad

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

EXHIBIT "D"

EXHIBIT "D"

AA 0407

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

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

Thank you for your consideration in this matter.

Sent from my iPad

EXH 4

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

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

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

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

Sent from my iPad

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

Pierre

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

EXHIBIT "E"

EXHIBIT "E"

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

CHARTERED

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

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

May 29, 2020

Via RCMS

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

Re: Hascheff MSA Indemnity Clause

Dear Mr. Meador:

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

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

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

EXH 5

AA 0411

Shawn Meador, Esq.
May 26, 2020
Page 2

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

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

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

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

Respectfully,



Todd L. Torvinen, Esq.

Enclosures

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

AA 0412

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

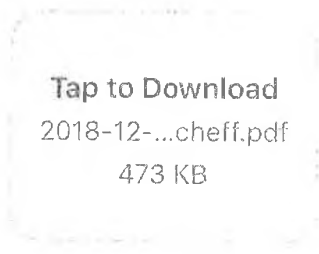
EXHIBIT "F"

EXHIBIT "F"

AA 0413

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

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



*JPSICK
complaint*

Sent from my iPad

Exh. 6

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

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

Sent from my iPad

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

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

Lucy

Sent from Yahoo Mail for iPhone

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

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

Sent from my iPad

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

EXHIBIT "G"

EXHIBIT "G"

AA 0416

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

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

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

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

13 Plaintiffs,

Case No. 18 CV 00038 US

14 Dept. No. D

15 vs.

16 PIERRE HASCHEFF,

17 Defendant.

18 **COMPLAINT**

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

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

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

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

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

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

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

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

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

18 14. Defendant's legal services, among others, included;

19 a. Drafting Todd's Indemnification Agreement;

20 b. Creating TSS for the purposes of having an option to buy the Lake Tahoe
21 House;

22 c. Drafting an option for TSS to acquire title to the Lake Tahoe House;

23 d. Drafting Sam's Second Amendment Trust, with Todd as a Co-Trustee and
24 beneficiary;

25 e. Facilitating TSS's exercise of the option it had to purchase the Lake Tahoe
26 House; and

27 f. Causing Todd's Family Trust and The TBJ Trust to be 23% owners of TSS.

28 15. Defendant's legal services provided to and for Todd, The TBJ Trust and Todd's

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **FIRST CLAIM—NEGLIGENCE**

6 23. Plaintiffs incorporate all prior paragraphs and allegations.

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

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

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

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

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

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

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

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

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

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

26 **SECOND CLAIM—BREACH OF CONTRACT**

27 34. Plaintiffs incorporate all prior paragraphs and allegations.

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

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

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

3 37. The contracts were breached by Defendant.

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

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

8 **THIRD CLAIM—INDEMNIFICATION**

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

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

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

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

24 WHEREFORE, Plaintiffs seek judgment as follows;

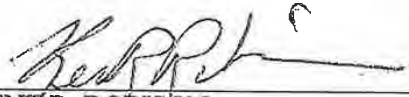
- 25 1. For consequential damages according to proof in excess of \$15,000;
26 2. For indemnification of any and all sums Plaintiffs must pay Wendy and/or Stanley;
27 3. For fees and costs incurred in the Wendy and Stanley lawsuits;
28 4. For fees and costs incurred in this action; and

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

DATED this 26th day of December 2018.

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



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

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

EXHIBIT "H"

EXHIBIT "H"

AA 0423

U.S. Bank Confidential Communication



Requested by: Kathryn Addell

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

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

Check No.: 1081
 Routing No.: 12120169
 Sequence No.: 009254460333
 Date: 10/18/2019

34166/1219 1081

PAH LIMITED LLC
 2655 MANZANITA LANE
 RENO, NV 89509

DATE: 10/18/19

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

MEMO: Porsche

Back:

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

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 RESERVE THIS SPACE FOR NEVADA STATE BANK

WIRE
 CHECK HOME / FROM SOURCE OR PERSONAL ADVISOR

Special Features:
 1. Check number is visible through the front of the check.
 2. Check number is visible through the back of the check.
 3. Check number is visible through the front and back of the check.
 4. Check number is visible through the front and back of the check.
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U.S. Bank Confidential Communication



Requested by: Kathryn Aduddell

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

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

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

EXHIBIT "I"

EXHIBIT "I"

Date: 02/06/2020

Detail Payment Transaction File List
LEMONS, GRUNDY & EISENBERG

Page: 1

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

Thursday 02/06/2020 7:48 am

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

Allied World
BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

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

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

pdf

52.8603.11.pdf
300 KB

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Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

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

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

pdf

52-8603.7.pdf
 302 KB

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Allied World
BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Haschoff, Pierre re: Allied World
2018018714

PREVIOUS BALANCE \$1,300.00

BALANCE DUE \$1,300.00

FEES	EXPENSES	FINANCE CHARGE	PAYMENTS
1,300.00	0.00	0.00	0.00

\$1,300.00

pdf

52.8603.1.pdf

301 KB

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Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

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

ATTN: Andy Kenney



Hascheff, Pierre re: Allied World
 2018018714

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

Allied World

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

Hascheff, Pierre re: Allied World
2018018714

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

RECAPITULATION

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

TOTAL CURRENT WORK 1,300.00

BALANCE DUE \$1,300.00

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

Task Code Summary

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

Allied World

Page: 3
10/10/2018

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

Hascheff, Pierre re: Allied World
2018018714

L300 Discovery

<u>FEEES</u>	<u>EXPENSES</u>
1,175.00	0.00

\$1,300.00

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Allied World
 BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

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

RECAPITULATION

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

Allied World

Page: 2
11/08/2018

OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 3

Hascheff, Pierre re: Allied World
2018018714

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

Task Code Summary

L330 Depositions
L300 Discovery

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

\$1,450.00

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Reno, Nevada 89519-6000
(775) 786-6868
Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

Page: 1
 12/07/2018
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 4

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

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

RECAPITULATION

<u>TIMEKEEPER</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Todd R. Alexander (TRA)	Partner	8.60	\$250.00	\$2,150.00

TOTAL CURRENT WORK	2,150.00
PREVIOUS BALANCE	\$1,450.00
 BALANCE DUE	 <u>\$3,600.00</u>

Allied World

Page: 2
12/07/2018

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

Hascheff, Pierre re: Allied World
2018018714

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

Task Code Summary

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

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

Allied World
BILL THROUGH SERENGETI

Page: 1
01/26/2019
OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 5

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

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

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52.8603.4.pdf
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Tax I.D. #88-0122938

Allied World
 BILL THROUGH SERENGETI

Page: 1
 02/13/2019
 OUR ACCOUNT NO: 52-8603M
 STATEMENT NO. 6

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

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

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

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

Allied World

Hascheff, Pierre re: Allied World
2018018714

Page: 2
02/13/2019
OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 6

BALANCE DUE \$4,426.80

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

Task Code Summary

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

\$4,426.80


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Allied World
BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

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

Allied World

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

Hascheff, Pierre re: Allied World
2018018714

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

RECAPITULATION

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

Allied World

Hascheff, Pierre re: Allied World
2018018714

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

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

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

Task Code Summary

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

\$11,851.80

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Allied World
BILL THROUGH SERENGETI

Page: 1
09/24/2018
OUR ACCOUNT NO: 52-8603M
STATEMENT NO. 9

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

PREVIOUS BALANCE \$7,351.80

BALANCE DUE \$7,351.80

FEE'S	EXPENSES	FINANCE CHARGE	PAYMENTS
11,850.00	1.80	0.00	4,500.00

\$7,351.80

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Allied World
BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
2018018714

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



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Allied World
 BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

Hascheff, Pierre re: Allied World
 2018018714

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

Allied World

Page: 2
12/10/2019

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

Hascheff, Pierre re: Allied World
2018018714

RECAPITULATION

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

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

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

Task Code Summary

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

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

EXHIBIT "J"

EXHIBIT "J"

AA 0451

DECLARATION OF TODD R. ALEXANDER, ESQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: this 10th day of April, 2020.



TODD R. ALEXANDER, ESQ.

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& EISENBERG
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RENO, NV 89519
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1 CODE:
2 Todd L. Torvinen, Esq.
3 Nevada Bar No. 3175
4 232 Court Street
5 Reno, NV 89501
6 (775) 825-6066

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

11 PIERRE A. HASCHEFF,
12
13 Plaintiff,

Case No: DV13-00656

Dept No: 12

14 -vs-

15 LYNDA L. HASCHEFF,
16
17 Defendant.

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

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

22 *1. Summary of Argument*

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

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

2. The Court's Direction to the Parties

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

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

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

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

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

4 *3. Ms. Hascheff's Assertions*

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

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

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

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

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

7 *4. The Law regarding Contractual Indemnification*

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

11 Dated: December 17, 2020.

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

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

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EXHIBIT INDEX

- Exhibit 1 Letter of January 15, 2020
- Exhibit 2 Email of February 5, 2020
- Exhibit 3 Email of March 1, 2020
- Exhibit 4 Email of April 20, 2020
- Exhibit 5 Letter of May 29, 2020
- Exhibit 6 Emails of January 24 & 26, 2020

EXHIBIT "1"

EXHIBIT "1"

Lynda

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

The attorneys invoice ~~is~~ is enclosed.

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

P.t. EXH 1

P.O. Box 1383
Reno NV. 89510

WYNDY HOSCHKE
905 PINE RIDGE
Reno NV. 89509



LEMONS,
GRUNDY &
EISENBERG

experience • results

October 23, 2019

Attorneys at Law

6005 Plumas Street

Third Floor

Reno, NV 89519

T: 775.786.6868

F: 775.786.9716

Edward J. Lemons

David R. Grundy*

Robert L. Eisenberg

Christian L. Moore

Alice Campos Mercado

Douglas R. Brown

Todd R. Alexander

Caryn S. Tijsseling

Dane A. Littlefield

Sarah M. Molleck

* OF COUNSEL

PERSONAL & CONFIDENTIAL

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

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

Dear Judge Hascheff:

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

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

Sincerely,



Todd R. Alexander

TRA/sgd
Enclosure

L
G
E

WWW.LGE.NET

AA 0468

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

Allied World
 BILL THROUGH SERENGETI

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

ATTN: Andy Kenney

REMINDER BILL

Hascheff, Pierre re: Allied World
 2018018714

PREVIOUS BALANCE \$11,851.80

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

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

BALANCE DUE \$7,351.80

<u>FEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
11,850.00	1.80	0.00	4,500.00

Handwritten:
 11851.80
 - 2500

 9351.80 ÷ 2
 = 4675.90

Handwritten: 11851.80 - 1450.00 = 10401.80

Handwritten:
 x 50%

 5200.90
 Lynda 1/2

\$7,351.80

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

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

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

ATTN: Andy Kenney
Insur. adjuster

REMINDER BILL

Hascheff, Pierre re: Allied World
 2018018714

PREVIOUS BALANCE \$7,351.80

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

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

BALANCE DUE \$6,351.80

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

*Attys Fees
 For legal malpractice
 claim*

*paid ck \$ 2,300
 12/8/19*

\$6,351.80

EXHIBIT "2"

EXHIBIT "2"

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

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

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

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

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

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

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

EXH 2

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

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

Sent from my iPad

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

Endorsement number five and correspondence

Sent from my iPad

EXHIBIT "3"

EXHIBIT "3"

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

Exh. 3

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

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

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

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

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

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

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

Sent from my iPad

EXHIBIT "4"

EXHIBIT "4"

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

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

Thank you for your consideration in this matter.

Sent from my iPad

EXH 4

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

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

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

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

Sent from my iPad

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

Pierre

EXHIBIT "5"

EXHIBIT "5"

**THE LAW OFFICE OF
TODD L. TORVINEN**

CHARTERED

232 COURT STREET RENO, NEVADA 89501
PHONE: (775) 825-6066 FAX: (775) 324-6063
E-MAIL: todd@toddltorvinenlaw.com

Certified Public Accountant (NV)
Certified Estate Planning Law Specialist (EPLS)

May 29, 2020

Via RCMS

Shawn B. Meador, Esq.
Woodburn and Wedge Attorneys
6100 Neil Rd., Suite 500
Reno, NV 89511

Re: Hascheff MSA Indemnity Clause

Dear Mr. Meador:

I write on behalf of my client, Judge Hascheff. Enclosed please find the redacted billing statements from Todd Alexander, Esq., who represents Judge Hascheff regarding the malpractice action. Judge Hascheff previously provided these billing statements to Lucy Mason, Lynda Hascheff's sister. Also enclosed please find Mr. Alexander's Declaration dated April 10, 2020, generally explaining the need for counsel given the real threat and close in time filed malpractice action. The Declaration also describes the significant legal services required in light of the gravity of the threat and the malpractice action.

It is my understanding that on February 5, 2020, Mr. Hascheff emailed your client's sister, Lucy Mason (also an attorney) the: (1) canceled checks for the payment of attorney fees related to the malpractice action, (2) the endorsement number showing malpractice tail coverage, (3), the actual policy and the tail coverage, (4) correspondence between him and the carrier's adjuster, (5) the Hascheff Marital Settlement Agreement, and (6) the 40 page subpoena demanding production of estate planning documents and other documents related to his estate planning advice. I also understand that at or near the same time in early February, Mr. Hascheff emailed Lucy Mason a copy of the malpractice complaint against him filed on December 26, 2018. I further understand that you received those documents.

Judge Hascheff forwarded his email to you dated March 1, 2020, invoking the 10-day notice and the required information triggering liability for attorney fees incurred for enforcement pursuant to Section 35.2 of the MARITAL SETTLEMENT AGREEMENT dated September 1, 2013 ("MSA"). You are probably also aware that MSA Section 40

EXH 5

AA 0481

Shawn Meador, Esq.
May 26, 2020
Page 2

specifically requires your client to indemnify Mr. Hascheff for "one half (1/2) the costs of any defense and judgment" relating to a malpractice action.

In the March 1, 2020, email to you, Mr. Hascheff indicated as of that date, one half (1/2) of the attorney fees incurred related to the malpractice defense due from Lynda amounted to the sum of \$4675.90. Since March 11, 2020, Mr. Hascheff has incurred fees with my office related to enforcement of Section 40 which now total \$1687.50. As a result, under the terms of the MSA, your client owes the sum of \$6363.40 (\$4675.90 + \$1687.50) to Judge Hascheff. This does not include Mr. Alexander's fees and costs not yet billed in preparation of the Declaration and other time related to the malpractice action.

Hopefully, your client has interest in resolving this matter now. Judge Hascheff is willing to accept payments of \$1500 per month commencing June 15, 2020, until fully paid. Note that Judge Hascheff is also willing to waive interest accrual on the balance due to which he is entitled under NRS 99.040 as an accommodation to your client if your client accepts the terms described above.

Judge Hascheff requests your client's response to me within 10 days of the date of this letter. If necessary, Judge Hascheff will seek enforcement of the MSA indemnity provision thereafter. Thank you for your professionalism and your courtesy in advance.

Respectfully,


Todd L. Torvinen, Esq.

Enclosures

Note: This writing contains an offer in compromise under NRS 48.105. As a result, it may not later be used as prohibited specifically by NRS 48.105.

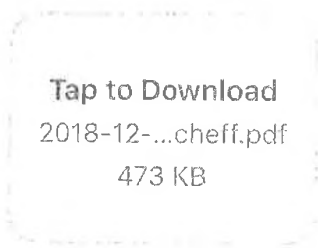
AA 0482

EXHIBIT "6"

EXHIBIT "6"

From: Pierre Hascheff pierre@pahascheff.com
Subject: 2018-12-26 Complaint Jaksick v. Hascheff.pdf
Date: Jan 24, 2020 at 11:36:47 AM
To: Lucy Mason lucy.masonsena@yahoo.com

Here you go. Please let me know when I can expect payment. Hope all is well



*JPSICK
complaint*

Sent from my iPad

Exh. 6

From: Pierre Hascheff pierre@pahascheff.com
Subject: Re: Attached Image
Date: Jan 29, 2020 at 9:29:14 AM
To: Lucy Mason lucy.masonsena@yahoo.com

Please let Lynda know I dropped your check in the mail on Monday so she should get it before February 1. Thank you

Sent from my iPad

On Jan 26, 2020, at 4:07 PM, Lucy Mason
<lucy.masonsena@yahoo.com> wrote:

Pierre - I will discuss with Lynda and be back in touch.

Lucy

Sent from Yahoo Mail for iPhone

On Sunday, January 26, 2020, 7:59 AM, Pierre Hascheff <pierre@pahascheff.com>
wrote:

Here's a copy of the Page requiring reimbursement for attorneys fees and costs. I do not have Lynda's new email. So I'm forwarding these documents to you. If that's a problem let me know

Sent from my iPad

1 SHAWN B MEADOR
2 NEVADA BAR NO. 338
3 WOODBURN AND WEDGE
4 6100 Neil Road, Suite 500
5 Post Office Box 2311
6 Reno, Nevada 89505
7 Telephone: (775) 688-3000
8 Facsimile: (775) 688-3088
9 smeador@woodburnandwedge.com

10
11 IN THE FAMILY DIVISION
12
13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
14
15 IN AND FOR THE COUNTY OF WASHOE

16 PIERRE A. HASCHEFF,
17
18 Plaintiff,

19 v.

20 LYNDIA L. HASCHEFF,
21
22 Defendant .

CASE NO. DV13-00656

DEPT. NO. 12

23 **DEFENDANT LYNDIA HASCHEFF'S HEARING STATEMENT**

24 Defendant, by and through her counsel, Woodburn and Wedge, files this Hearing
25 Statement in advance of the hearing scheduled for December 21, 2020 at 9:00 a.m.

26 **I. INTRODUCTION**

27 Defendant, Lynda Hascheff, (hereafter "Ms. Hascheff"), filed a Motion for
28 Clarification or Declaratory Relief Regarding Terms of MSA and Decree ("MSA Motion") on
June 16, 2020. Plaintiff, Pierre Hascheff, (hereafter "Judge Hascheff"), filed his Opposition to
MSA Motion on July 6, 2020. Ms. Hascheff filed her Reply in Support of MSA Motion on
July 13, 2020 and the matters was submitted to the court. This Court ordered that a hearing be
set for the MSA Motion, and a Notice of Setting was entered on September 17, 2020 setting
this matter for hearing on December 21, 2020.

1 **II. SUMMARY OF ARGUMENT**

2 Ms. Hascheff incorporates by reference herein the Motion For Clarification or
3 Declaratory Relief Regarding the Terms of the MSA and Decree and related pleadings on file.

4 **III. MOTION IN LIMINE TO EXCLUDE PLAINTIFF PRESENTING EVIDENCE**
5 **FROM TODD ALEXANDER**

6 Ms. Hascheff moves this Court pursuant to NRCp 16.2, NRCp 50.275, and this
7 Court’s inherent authority to control the proceedings over which it presides for an order
8 excluding Todd Alexander as a witness in this case. Mr. Alexander was only recently
9 disclosed by Plaintiff as a witness.

10 On December 16, 2020, Judge Hascheff filed a Disclosure of Witnesses naming Todd
11 Alexander as a witness. The disclosure states that Todd Alexander will “testify regarding the
12 relationship between the underlying trust action and malpractice claim.” This disclosure was
13 filed under the “Disclosure of Expert Witness category,” yet fails to comply with the rules of
14 designation of expert witnesses.

15 Mr. Alexander is Judge Hascheff’s personal attorney in the underlying trust action and
16 malpractice action,¹ which resulted in this instant matter. He has refused to disclose
17 documents from that underlying action and made his position very clear that he was hired to
18 represent Judge Hascheff’s interests alone. Mr. Alexander should be precluded from testifying
19 as an expert witness in this matter. Similarly, he should be precluded from testifying as
20 percipient witness in this matter about any facts or circumstances that he failed and refused to
21 disclose in discovery.

22 **A. General Standard Regarding Motions in Limine**

23 The purpose of a motion in limine is to determine the admissibility of evidence at the
24 outset of trial. *Luce v. United States*, 469 U.S. 38, 40 n. 2, 105 S. Ct. 460, 462 n.2 (1984); see
25
26
27

28 ¹ The malpractice action has been stayed and nothing is happening in that matter at this time.

1 also *Born v. Eisenman*, 114 Nev. 854, 962 P.2d 1227 (1998). Pretrial motions are useful tools
2 to resolve issues which would otherwise “clutter up” the trial...” *Palmerin v. City of*
3 *Riverside*, 794 F.2d 1409, 1413 (9th Circ. 1986).

4 Such motions are brought in order to suppress evidence which is either not competent
5 or is improper. In Nevada, it has been held that the “trial court is vested with broad discretion
6 in determining the admissibility of evidence.” *State ex rel. Dept. of Highways v. Nevada*
7 *Aggregates & Asphalt Co.*, 92 Nev. 370, 376, 551 P.2d 1095, 1098 (1976)..

8

9 **B. Expert Witness Standard**

10 NRCP 16.2(e)(3)(A) requires a party to disclose the identity of any person who may
11 be used at trial to present evidence under NRS 50.275, 50.285, and 50.305. NRCP
12 16.2(e)(3)(B) requires that a party who retains or specially employs a witness to provide
13 expert testimony in the case must deliver to the opposing party a written report prepared and
14 signed by the witness within 60 days of the close of discovery. The report must contain a
15 complete statement of all opinions to be expressed and the basis and reasons therefor, the data
16 or other information considered by the witness in forming the opinions, any exhibits to be
17 used as a summary of or support for the opinions, and the qualifications of the witness. These
18 rules are in place to provide the opposing party their due process rights, to know what claims
19 will be sought to be made through an expert and be given a reasonable chance to respond.
20

21 Judge Hascheff, while filing his witness designation in the category of Expert Witness
22 has completely failed to comply with the standard required for disclosure of experts. His
23 designation is untimely, no report has been filed, nor has he provided a complete statement
24 regarding the opinions of Mr. Alexander to be expressed and the basis therefor. No CV or
25 resume has been provided to determine his qualifications to testify as an expert.
26

27 Ms. Hascheff’s multiple requests for documents and information regarding the trust
28 action and malpractice claim from Judge Hascheff and Mr. Alexander were denied. Mr.

1 Alexander claimed there was no legal obligation to provide information or documents, and
2 that any documents or information were covered by attorney-client privilege. Now, it appears
3 that Judge Hascheff intends for Mr. Alexander to testify as an expert about those very items.
4 That position is preposterous and entirely against the requirement that an expert must disclose
5 all of the underlying information and documents relied upon by the expert. *See* NRC
6 16.2(e)(3)(B). Mr. Alexander cannot possibly offer his opinion about a certain issue yet claim
7 the bases for that very opinion is a secret.
8

9 There is a long-standing and well-founded public policy determination that Nevada
10 courts do not condone trial by ambush. Pierce Lathing Co. v. ISEC, Inc., 114 Nev. 291, 296
11 (1998) (“*trial by ambush will not be tolerated and such tactics ay warrant sanctions in the*
12 *future*”); Smartt v. State, 281 P.3d 1219, 2009 WL 1490682 *2 (Nev. 2009) (*failure to require*
13 *expert disclosure with reports and back-up documentation leads to trial by ambush*). To put a
14 stop to Judge Hascheff’s trial by ambush, his expert witness must be excluded.
15

16 To testify as an expert witness under NRS 50.275, the witness must satisfy the
17 following three requirements: (1) he or she must be qualified in an area of “scientific,
18 technical or other specialized knowledge” (the qualification requirement); (2) his or her
19 specialized knowledge must “assist the trier of fact to understand the evidence or to determine
20 a fact in issue” (the assistance requirement); and (3) his or her testimony must be limited “to
21 matters within the scope of [his or her specialized] knowledge” (the limited scope
22 requirement). Hallmark v. Eldridge, 124 Nev. 492, 498, 189 P.3d 646, 650 (2008).
23

24 The witness designation claims that Mr. Alexander will testify “regarding the
25 relationship between the underlying trust action and malpractice claim.” This does not appear
26 to be either “scientific, technical, or specialized knowledge” that would assist the trier of fact
27 to understand the evidence or to determine a fact in issue in this matter. *See* NRC 50.275. It
28 does not provide any breath or depth as to Mr. Alexander’s anticipated opinions. This court,

1 presumably, does not need assistance understanding the law, nor to have Judge Hascheff's
2 lawyer in the underlying trust and malpractice action educate her about legal issues or
3 malpractice actions. Mr. Alexander's purported testimony, therefore, simply fails to qualify as
4 to that which an expert could testify on, and therefore should be precluded.

5
6 Given that Judge Hascheff's designation of Mr. Alexander fails to meet the standard
7 required to designate an expert, Mr. Alexander can, therefore, only qualify as a percipient
8 witness in this matter. His purported testimony as a percipient witness should be precluded.

9 **C. Todd Alexander Should Be Precluded from Testifying As A Percipient**
10 **Witness**

11 Absent a court order or written stipulation of the parties, a party must not be allowed
12 to call a witness at trial who has not been disclosed at least 45 days before trial. NRCPC
13 16.2(e)(4). The hearing on Ms. Hascheff's motion is mere days away. There can be no
14 possible argument made that Judge Hascheff was unaware of Mr. Alexander, the testimony he
15 may provide, or Judge Hascheff's intention to call him as a witness in this matter. He should,
16 therefore, have disclosed Mr. Alexander at the first available opportunity and afforded Ms.
17 Hascheff her due process rights.

18
19 Mr. Alexander made sweeping, generalized characterizations about the underlying
20 action, yet refused to provide any documentation to back up such statements. He
21 unequivocally stated that he represents Judge Hascheff and that his professional duty runs
22 solely to Judge Hascheff. Mr. Alexander declared under penalty of perjury that Judge
23 Hascheff was clearly at risk of a substantial, potentially multimillion-dollar damage award.
24 He concluded that it was prudent for Judge Hascheff to retain counsel as the information in the
25 multi-page subpoena was clearly aimed at undermining his estate plan, which could lead to a
26 malpractice action. *See* Declaration of Todd Alexander, attached hereto as Exhibit "1."
27

1 Ms. Hascheff has repeatedly sought information regarding the bases for these beliefs,
2 yet all requests have been refused. *See* Correspondence dated June 2, 2020, from Ms.
3 Hascheff to Judge Hascheff, attached hereto as Exhibit “2.” In a further attempt to obtain the
4 documents, information, facts, or circumstances that led Mr. Alexander to reach such
5 conclusions, Ms. Hascheff sent the correspondence dated June 11, 2020, attached here to as
6 Exhibit “3.” All requests have been denied.
7

8 Ms. Hascheff should not have to blindly trust her former husband’s word that all costs
9 and fees incurred were related to a suit against him for malpractice. Nor should she be
10 ambushed at a hearing with that very information from the source who refused to provide it
11 previously. Mr. Alexander insists that underlying facts of the case, his strategy and analysis of
12 Judge Hascheff’s potential liability and the advice he gave to Judge Hascheff is confidential
13 and cannot be disclosed. He should not, therefore, be permitted to offer his characterization,
14 opinions, and speculation about such matters at the hearing. Ms. Hascheff and this Court are
15 entitled to know and understand the facts on which he bases his opinions. Mr. Alexander, as
16 Judge Hascheff’s attorney in the underlying action, should not be permitted to deny all
17 requests for information, claim attorney-client privilege, yet come to this hearing and testify
18 about those very same matters as a percipient witness.
19

20 He is not an expert witness and should not be permitted to circumvent the rules to
21 testify as a percipient witness, using his role as Judge Hascheff’s lawyer as a shield one
22 minute and a sword the next.
23

24 **IV. CONCLUSION**

25 Judge Hascheff’s disclosure is fatally deficient under the applicable rules of civil
26 procedure. For reason set forth herein, and at any oral argument entertained by this Court, Ms.
27 Hascheff’s Motion in Limine should be granted, and Judge Hascheff’s witness precluded from
28 testifying in this matter, either as an expert or percipient witness.

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Affirmation Pursuant to NRS 239B.030

The undersigned affirms that this document does not contain the personal information of any party.

DATED this 18th day of December 2020.

WOODBURN AND WEDGE

By Ronaki McKelly #14555 for,
Shawn B. Meador
Attorneys for Defendant
Lynda L. Hascheff

CERTIFICATE OF SERVICE

Pursuant to NRC 5(b), I certify that I am an employee of the law offices of Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over the age of 18 years, and that I served the foregoing document(s) described as:

Defendant Lynda Hascheff's Hearing Statement

on the party set forth below by:

- Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.
- Personal delivery.
- Second Judicial E flex
- Federal Express or other overnight delivery.

addressed as follows:

X Todd L. Torvinen, Esq.
232 Court Street
Reno, NV 89501

The undersigned affirms that this document contains no social security numbers

Dated this 8 day of December, 2020



Kelly Albright

EXHIBIT LIST

<u>Exhibit #</u>	<u>Description</u>	<u>No. of Pages</u>
1	Declaration of Todd Alexander	2
2	Correspondence dated June 2, 2020	4
3	Correspondence dated June 11, 2020	2

FILED
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DV13-00656
2020-12-18 12:09:47 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8211811 : sacordag

EXHIBIT 1

DECLARATION OF TODD R. ALEXANDER, ESQ.

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, TODD R. ALEXANDER, hereby declare the following under the penalty of perjury:

1. I am an attorney and partner at Lemons, Grundy & Eisenberg, licensed in the State of Nevada and in good standing, and I represent Pierre Hascheff ("Hascheff").

2. I was retained by Hascheff once he received a multi-page subpoena requesting any and all documents, correspondence, communications etc. with respect to his estate planning and related advice to Samuel Jaksick and related parties.

3. It was prudent on Hascheff's part to retain counsel immediately because the information requested clearly was aimed at undermining his estate plan and advice which could lead to a malpractice action depending on the jury verdict.

4. It was clear that Hascheff was being accused of malfeasance and mishandling the Jaksick estate, resulting in certain beneficiaries receiving less of what they perceived was their share of the estate.

5. There was also a possible claim by another beneficiary that Hascheff provided incorrect advice to that beneficiary which could result in said beneficiary being sued by his brother and sister with a substantial damage claim against him.

6. Hascheff was clearly at risk depending on the outcome of the underlying litigation.

7. There were two days of depositions and two days of trial testimony, not to mention countless meetings with various attorneys to protect Hascheff's interests.

8. The fees and costs incurred in this case were necessary and reasonable to protect Hascheff's interests. An adverse result to Hascheff could have resulted in a multi-million dollar claim against him outside the coverage limits of his applicable insurance policy.

9. It should be noted that malpractice actions are not typically filed until the conclusion of the underlying litigation to determine whether the attorney is guilty of malfeasance and/or negligence. The underlying Jaksick estate litigation is still ongoing.

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Transaction # 8211811 : sacordag

EXHIBIT 2



June 2, 2020

VIA Email & Regular USPS Mail

todd@toddltorvinenlaw.com

Law Office of Todd L. Torvinen
Todd L. Torvinen, Esq.
232 Court Street
Reno, NV 89501

Re: Hascheff MSA/Fiduciary Duties

Dear Mr. Torvinen:

I am in receipt of your letter of May 29, 2020, in which you repeat the demands Judge Hascheff's previously made. Unfortunately, from my perspective, you elected not to address the issues and concerns raised in my email of April 20, 2020.

I would note that Mr. Alexander did address some of my concerns indirectly in his Declaration dated April 10, 2020, which you included in your letter of May 29, 2020. Given that Mr. Alexander's declaration was signed ten days prior to my email, it was clearly not written to address the concerns raised in my April 20, 2020, email and projects that all of the fees my client has incurred in attempting to obtain basic information to allow her to make thoughtful decisions was just a waste of time and money and that Judge Hascheff was simply trying to create evidence for future motion practice.

In his declaration, however, Mr. Alexander unequivocally states that he represents Judge Hascheff and that his professional duty runs solely to Judge Hascheff. He asserts that there is an attorney client privilege between him and Judge Hascheff that shields him from disclosing information to my client, such as discussions he had with Judge Hascheff about his risk of liability. At the same time, however, you insist that Ms. Hascheff must pay half of his bill for those discussions and his advice. Mr. Alexander, in fact, incredibly suggests that his election to involve himself in the dispute between our clients regarding the Marital Settlement Agreement and Decree of Divorce is, in some way, related to the defense of the malpractice action. While I disagree, it reflects that Ms. Hascheff may not rely on Mr. Alexander to protect her interests in connection with the malpractice litigation, but instead will need her own lawyer.

Judge Hascheff insists that any liability arising out of the malpractice claim is a joint or community debt for which Ms. Hascheff is equally responsible. I am unaware of any legal theory or basis on which Judge Hascheff could claim that he has the unilateral right to make all litigation decisions regarding this alleged joint or community obligation. Similarly, I am

Todd Torvinen, Esq.
June 2, 2020
Page 2



unaware of any authority that would support his claim that he may keep the facts and legal advice he received, on which he based his litigation decisions, a secret from Ms. Hascheff, but that Ms. Hascheff must pay half of this legal fees for obtaining the advice. If you are aware of such authority, I would be more than happy to review and evaluate the authority you cite.

This is particularly troubling in light of the opinions asserted in paragraphs 3, 4, 5, 6, 7 and 8 of Mr. Alexander's Declaration. What specific facts support his sworn conclusions that Judge Hascheff was clearly at risk of substantial, potentially multimillion-dollar damage award? Judge Hascheff is only clearly at risk of such damages if there are facts that suggest he breached his professional obligation and failed to exercise the requisite standard of care, and as a result a person to whom he owed professional duties was proximately harmed by his breach of duty. Is Mr. Alexander suggesting that such facts exist?

I would also note that the malpractice complaint alleges (I obviously have no knowledge if allegations are accurate) that Pierre represented Todd Jaksick individually and as trustee and beneficiary of his father's trust, that he represented Sam Jaksick, perhaps the trust itself and Todd's family trust. The potential conflicts of interest jump off the page. Did Judge Hascheff obtain written conflict waivers?

Ms. Hascheff cannot possibly evaluate whether Judge Hascheff's decision to retain counsel to represent him in connection with collateral litigation was "prudent" and in her best interest without knowing the facts and risks. In breach of his fiduciary duty, Judge Hascheff did not afford her the courtesy of providing her with this information. Rather, he unilaterally made all decisions and then sent her a bill, while insisting he had every right to keep everything secret from her. He did so for at least a year and potentially much longer.

I would note that the malpractice insurance company has determined that it is appropriate to spend up to \$2,500 in responding to subpoenas such as those at issue here. The insurance company has paid that sum. The insurance company clearly does not believe that all of these expenses that Judge Hascheff demands that my client pay, that are related to the subpoena, deposition and trial testimony, are "claim expenses" related to the malpractice claim. If the insurance company, whose business it is to address what conduct is necessary in connection with a potential malpractice claim, believes that \$2,500 is reasonable, I would rely more heavily on that decision than I would on secret decision-making between Judge Hascheff and his counsel.

Ms. Hascheff remains prepared to pay her one-half of the total fees and expenses related to the malpractice action. From my review of the bills provided by Mr. Alexander, the only fees I can see that are directly related to the malpractice action come to \$95. I appreciate, although disagree with, your claim that my client is responsible for any fees and costs Judge Hascheff elects to incur that he deems to be prudent in connection with collateral lawsuits. However, I need to know what the fees and costs have been that are directly related to the malpractice action, so that Ms. Hascheff can pay her share of the undisputed fees and costs.