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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * * * *

In the Matter of the Administration of the
SSJ ISSUE TRUST,

CASE NO.: PR17-00445

DEPT. NO.: 15

CASE NO.: PR17-00446

DEPT. NO.: 15

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

NOTICE OF CROSS-APPEAL

On July 13, 2020, Respondent/Counter-Petitioner Wendy A. Jaksick filed a Notice of Appeal from the following Second Judicial District Court Orders:

1. Order After Equitable Trial, dated March 12, 2020;
2. Judgment on Jury Verdict and Court Order on Equitable Claims, dated April 1, 2020;
3. Order Resolving Submitted Matters, dated June 10, 2020; and
4. Amended Judgment, dated July 6, 2020.

Stanley Jaksick, Co-Trustee of the Family Trust, by and through his attorney Adam Hosmer-Henner, Esq. of MCDONALD CARANO LLP, hereby provides notice that he cross-appeals to the Nevada Supreme Court from the District Court regarding the same orders:

1. Order After Equitable Trial, dated March 12, 2020, attached as Exhibit 1;
2. Judgment on Jury Verdict and Court Order on Equitable Claims, dated April 1, 2020, attached as Exhibit 2;
3. Order Resolving Submitted Matters, dated June 10, 2020 attached as Exhibit 3; and

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4. Amended Judgment, dated July 6, 2020, attached as Exhibit 4.
DATED: July 21, 2020.

McDONALD CARANO

By /s/ Adam Hosmer-Henner
Adam Hosmer-Henner, Esq.
100 West Liberty Street, 10th Floor
Reno, Nevada 89501

*Attorneys for Stanley Jaksick,
Co-Trustee of the Family Trust*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD
3 CARANO and that on July 21, 2020, I served the foregoing on the parties in said case by
4 electronically filing via the Court's e-filing system. The participants in this case are registered e-
5 filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF
6 system, and parties may access this filing through the Court's CM/ECF system.

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

19 DATED: July 21, 2020.

20 By /s/ Jill Nelson
21 An Employee of McDonald Carano
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Clerk of the Court
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Exhibit 1

Exhibit 1

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

In the Matter of the Administration of the Case No. PR17-00445
SSJ'S ISSUE TRUST.

_____ /

CONSOLIDATED
In the Matter of the Administration of the Case No. PR17-00446
SAMUEL S. JAKSICK, JR. FAMILY TRUST. Dept. No. 15

_____ /

ORDER AFTER EQUITABLE TRIAL

On August 2, 2017, the trustees of the SSJ's Issue Trust ("Issue Trust") and the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") filed Petitions for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.¹ October 10, 2017, Wendy Jaksick filed an Opposition and Objection to the Petition. On January 19, 2018, Wendy filed a Counterpetition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief, which was subsequently amended on February 23, 2018. Family Trust co-trustee Stan Jaksick filed an Objection to Approval of Accountings and Other Trust Administration Matters on October 10, 2017. Todd Jaksick, as trustee of the Issue Trust

¹ Family Trust co-trustee Stan Jaksick did not join in the petitions.

1 and co-trustee of the Family Trust, and Michael Kimmel as co-trustee of the Family Trust,
2 are represented by Donald Lattin and Carolyn Renner. Todd is represented in his
3 individual capacity by Kent Robison. Mr. Robison also represents Duck Lake Ranch, LLC,
4 Incline TSS, Ltd., and Sammy Supercub, LLC. Stanley Jaksick, as co-trustee of the Family
5 Trust, is represented by Adam Hosmer-Henner and Philip Kreitlein. Wendy is
6 represented by Mark Connot and Kevin Spencer.

7 1. This Court presided over a jury trial on legal claims between February 14,
8 2019, and March 4, 2019. The jury concluded Todd breached his fiduciary duty as trustee
9 and awarded damages of \$15,000. The jury found no other trustee breached any fiduciary
10 duty. In addition, the jury found Wendy had not proven her claims for 1) civil conspiracy
11 and aiding and abetting, 2) aiding and abetting breach of fiduciary duty, or 3) fraud
12 against any counter-respondent whether individually or as trustee. The jury did not find
13 any counter-respondent acted with fraud, oppression, or malice.

14 2. On May 13, 2019, this Court began a bench trial to resolve the remaining
15 equitable claims. By stipulation, the parties submitted written closing trial statements and
16 replies. This Court authorized supplemental briefing on a narrow issue related to Exhibit
17 561. This Court has considered all briefs and evidence admitted during the equitable trial
18 (including many exhibits previously admitted at jury trial).² This Court is aware that
19 disagreements continue and Wendy alleges ongoing breaches of fiduciary duties, as
20 illustrated by the moving papers relating to post-trial costs, the 2018 annual accountings,
21 and distribution guidance. It now finds and orders as follows:

22 General Findings

23 1. As a factfinder, this Court is authorized to consider its everyday common
24 sense and judgment, and determine what inferences may be properly drawn from direct
25 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d

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27 ² On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

1 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

2 2. The facts presented in support of the equitable claims inextricably overlap
3 with the legal claims presented to the jury. Despite how the claims are pled, Wendy is
4 attempting to retry her case to obtain a second review of similar facts and an outcome
5 different from the jury verdict.³ This Court may or may not have reached the same
6 decision as the jury. Regardless, it has no authority to dilute or otherwise modify the
7 jury's verdict.

8 3. The file materials compose more than 17,000 pages. There were more than
9 300 separate pleadings, motions, oppositions, replies, joinders, and other substantive
10 papers filed in this proceeding. The parties produced tens of thousands of documents
11 before trial and marked 677 exhibits for the two trials, of which 227 were admitted. The
12 substantive papers (with exhibits and transcripts) filed since the jury's verdict compose
13 more than 4,000 pages. This Court has read and re-read the pending moving papers, to
14 include exhibits and transcripts. It has analyzed every argument presented and carefully
15 studied the cited authorities. It cannot synthesize the competing moving papers, exhibits,
16 and arguments into a single coherent order. It cannot resolve the arguments in minutia.
17 Therefore, this Court elects to make general findings, which are substantially supported by
18 the evidence of record.

19 4. This Court regrets some of its more direct findings, which it must disclose to
20 support its discretionary resolution of equitable claims.

21 5. Sam Jaksick created substantial wealth during his life but his leveraged
22 estate was compromised by the "great recession" during the last season of his life. Sam's
23 estate is exceedingly complex because he used tens of different corporate entities as
24 holding companies for his wealth. Sam also partnered with non-family business entities.

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his

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27 ³ On January 3, 2018, Wendy demanded a jury trial on all legal claims. Wendy demanded a jury – at least in
28 part – because she likely suspected a judge's comprehensive, studious examination of all evidence would not
result in the \$80 million compensatory damages and additional punitive damages she asked the jury to
award. This Court honors Wendy's unfettered constitutional right to a jury trial but it will not re-visit the
identical facts to arrive at a different outcome for Wendy.

1 children, despite their different strengths, weaknesses, and personalities. Wendy did not
2 transition well into adulthood and Sam was aware of her inability to provide for herself.
3 Wendy does not understand financial complexities. Sam was more confident in Stan and
4 Todd as he worked with them during his life and designated them to continue
5 participating in his estate and business affairs after his death. Stan's trial participation was
6 not lengthy but he appears to enjoy some financial fluency and business sophistication.
7 Stan also presented as a credible witness and thoughtful sibling. While Todd is most
8 familiar with Sam's business and trust affairs, he is only marginally sophisticated as a
9 trustee. He regularly deferred to the knowledge and expertise of others.⁴ Todd also
10 presented as conflicted by his own interests, influenced by his animus towards Wendy,
11 and confused about his duties as a neutral trustee.

12 7. Sam's estate plan evolved over the years, and its last iteration was influenced
13 by debt, tax avoidance, asset protection, and planning around Stan's divorce. Both Sam
14 and Todd were exposed to personal liabilities on substantial debts Sam had incurred.
15 Some of the estate documents were created in haste because of Sam's heart illness and
16 surgery in December, 2012. (Sam survived his heart illness and tragically died in a water
17 accident in 2013). Some of the 2012-13 estate planning documents are disorganized,
18 internally inconsistent, and complicated by notarial mischief or neglect. This Court was
19 particularly troubled by the notary's abdication of statutory responsibilities, which was an
20 influencing fact in the litigation Wendy pursued. Notaries are given great authority and
21 their actions induce reliance. The notary at issue fell below the statutory standards. This
22 finding alone warrants a substantial financial consequence upon the trust, which this
23 Court includes in its analysis of the no-contest penalty and attorneys' fees requests.

24 8. Todd's participation in Sam's estate beginning in 2012 can be viewed
25 through two opposing lenses: he was either a disconnected participant who yielded to his
26

27 ⁴ This Court understands jury instruction no. 11, which does not alter the fact that Todd struggled under the
28 shadow of his father's business acumen. The dynamic of Todd relying on professionals regarding the
accountings, while the professionals provided accountings with disclaimers and hyphens, created
uncertainty (or at least the appearance of uncertainty) about transactions, values, and who was ultimately
responsible for acts and accountings of trust administration.

1 father's wishes, or he was a subtly strategic participant who enriched himself to the
2 detriment of his siblings. These opposing possibilities are relevant only to understand
3 how this dispute became so bitter. This Court is inclined to find Todd was the former
4 rather than the latter, but regardless, Stan and Wendy had cause to seek answers to
5 questions created by document anomalies, inadequate disclosures, and transactions
6 inuring to Todd's benefit.

7 9. This action began when Stan, Wendy, and Todd were opposed to each other.
8 The dispute was exacerbated by inadequate information and self-interested perspectives.
9 Some of the more personal allegations among siblings reveal a family influenced by
10 misperceptions and individual interests. Wendy was particularly personal in her
11 allegations, the worst of which were harassing, vexatious, and without factual basis. There
12 were at least seven lawyers zealously advocating for their clients, which further
13 entrenched the siblings against each other. The children chose litigation over compromise
14 to work through the complexities of Sam's estate and their disparate financial
15 circumstances. With more effortful disclosures, neutral access to information, and a little
16 sibling patience, they *might* have worked through the messiness of Sam's estate to reach a
17 non-litigation resolution. Instead, the children sued each other, with Todd and Stan
18 settling their dispute just days before the jury trial began. Despite the settlement, this
19 Court is aware of the allegations Stan made against Todd in his deposition and trial
20 testimony. The settlement does not extinguish Stan's pleading allegations and
21 testimony – it merely reflects Todd and Stan's strategic and well-advised decision to
22 compromise their claims before trial. The settlement worked to Wendy's trial detriment,
23 yet she chose trial over settlement and must now accept the consequences of her choice.
24 Stan's allegations and testimony are relevant to contextualize the legal and equitable
25 claims, particularly the request to impose a no-contest penalty and for attorneys' fees
26 under NRS Chapter 18 and NRCP 68.

27 10. Todd and Stan contend they made every effort to avoid litigation but could
28 not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly

1 accurate, as Wendy's litigation position and trial demand were influenced more by animus
2 and avarice than by a desire for balanced justice. In particular, Wendy's \$80 million jury
3 demand revealed her overreach. However, Wendy's litigation zeal does not extinguish
4 her probable cause to seek answers and formulate claims based upon the information she
5 had at the time — the same information that led to Stan's allegations against Todd.

6 11. Throughout trial this Court reflected upon how Sam would respond if he
7 observed his children spending millions of dollars litigating his estate. The parties
8 repeatedly invited this Court to consider Sam's testamentary intentions. Responding to
9 that invitation, this Court has wondered how Sam would react to see his estate
10 disproportionately allocated among his children. There is no way to know how or if Sam
11 would have enlarged Wendy's beneficial interests if he survived the economic recovery.
12 Sam loved Wendy despite her issues, and this Court suspects Sam would have continued
13 his pattern of lifetime largesse in favor of his troubled daughter. But suspicion and
14 speculation are beyond this Court's authority. Death arrives at its own inconvenient time
15 and none can alter its consequences. Wendy is simply without her paternal benefactor and
16 is susceptible to the trustees' actions as governed by documents and transactions Sam
17 approved during his life.

18 12. The trustees' initial petitions were predicated upon accountings that
19 provided inadequate information. The accountings were untimely, and even if technically
20 compliant with the statutes, they failed to provide full and fair notice to Wendy as a
21 beneficiary. This Court acknowledges the trustees attempted to answer Wendy's
22 questions by making their CPA and lawyers available to Wendy, but there is only
23 marginal evidence in the record the trustees invested their own personal efforts to satisfy
24 Wendy's concerns. At some point the trustees' responses became form over function.
25 Todd particularly grew weary of Wendy, which affected his neutral trusteeship, as
26 illustrated by his hope to satisfy Wendy's beneficial interests at a discount that inured to
27 his benefit. In response, Wendy initiated scorched-earth litigation grounded in
28 entitlement and limited self-awareness. This Court cannot now alter the consequences of

1 the trust administration and litigation choices that precede this order.

2 13. Wendy's legal and equitable claims are grounded in the same common facts
3 and are exceedingly difficult to segregate. As this Court reviewed the hundreds of pages
4 of written arguments relating to the equitable claims, it was taken back to the evidence
5 and arguments presented to the jury. Through the misty fog of painfully voluminous
6 allegations and varied claims, the core of Wendy's complaint is that Todd breached his
7 fiduciary duties by self-dealing and failing to disclose information relevant to Wendy as a
8 beneficiary. No matter how Wendy frames or argues her equitable claims, she asks this
9 Court to remedy the identical facts and transactions she placed before the jury. This Court
10 must look to the substance of the claims, not just the labels used in the pleading document.
11 Nev. Power Co. v. District Court, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004).

12 14. The complexity of Sam's estate warranted extraordinary disclosures,
13 explanations, and compliance with discovery rules. There were significant discovery
14 disputes, such that this Court created a schedule for recurring access to the Discovery
15 Commissioner. This Court also ordered the production of disputed discovery. Discovery
16 continued to the very eve of trial and Wendy was still attempting to discern her beneficial
17 interests when trial began.

18 15. There were several sports references and metaphors argued to the jury.
19 Consistent with that theme, Wendy "swung for the fences" when she asked the jury to
20 award \$80 million to her (plus punitive damages), an amount that exceeds the evidentiary
21 value of this estate and would deprive Todd and Stan of any beneficial interests. She now
22 seeks a "mulligan" by re-arguing to this Court what was over-argued to the jury.⁵ The
23 jury found that Todd breached his fiduciary duties but only awarded \$15,000 to Wendy. It
24 found against Wendy on all other claims and against all other counter-respondents. This
25 Court may have been authorized to award additional equitable relief upon the same facts

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27 ⁵ To illustrate, Wendy argued in her omnibus opposition to the cost memoranda filed before the equitable
28 claims trial that "damages may still be awarded, transactions may be set-aside, further breaches of fiduciary
duty may be found, and the ACPAs and other documents may be found fraudulent or invalid, ab initio."
These were all claims and requests rejected by the jury.

1 if the jury found for Wendy on more claims and against more counter-respondents. But
2 constitutional and decisional authorities prevent this Court from entering a subsequent
3 order diluting or altering the jury's verdict.

4 16. Todd asks this Court to contextualize the \$15,000 as a *de minimis* award. This
5 Court will not infuse qualitative meaning into the jury's verdict. To do so would be
6 impermissible speculation. Todd breached his fiduciary duties to Wendy. And Wendy
7 was not awarded the damages she sought. These two facts are integral to this Court's
8 resolution of equitable claims and fees requests.

9 General Legal References

10 1. This Court cannot supplant or alter a jury's verdict by relying upon common
11 facts to reach a different outcome. See generally Lehrer McGovern Bovis, Inc. v. Bullock
12 Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032, 1038 (2008) (discussing special interrogatory
13 verdicts). In Acosta v. City of Costa Mesa, 718 F.3d 800 (9th Cir. 2013), the plaintiff
14 submitted his equitable claim for declaratory relief to the bench after the jury rejected his
15 legal claims. The court held "it would be a violation of the Seventh Amendment right to
16 jury trial for the court to disregard a jury's findings of fact. Thus, in a case where legal
17 claims are tried by a jury and equitable claims are tried by a judge, and the claims are
18 based on the same facts, in deciding the equitable claims, the Seventh Amendment
19 requires the trial judge to follow the jury's implicit or explicit factual determinations." Id.
20 at 828-29 (citations omitted).

21 2. In Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc., 908 F.3d
22 313, 343 (8th Cir. 2018), the jury found for the plaintiff on legal intellectual property claims,
23 but the bench subsequently applied the equitable defenses of laches and acquiescence.
24 The appellate court reversed, holding "[t]o bind the district court's equitable powers, a
25 jury's findings must be on an issue 'common' to the action's legal and equitable claims;
26 otherwise, the court is free to treat the jury's findings as 'merely advisory'" Id.
27 Further, "[i]f the jury's findings were on a common issue, the court, in fashioning equitable
28 relief, may take into account facts that were not determined by the jury, but it may not

1 base its decision on factual findings that conflict with the jury's findings." Id. at 344
2 (citations omitted); see also Haynes Trane Serv. Agency, Inc. v. Am. Standard, Inc., 573
3 F.3d 947, 959 (10th Cir. 2009) (noting a court cannot grant equitable relief on facts rejected
4 explicitly or implicitly by a jury verdict); Avitia v. Metro Club of Chicago, Inc., 49 F.3d
5 1219, 1231 (7th Cir. 1995) ("[A] judge who makes equitable determinations in a case in
6 which the plaintiff's legal claims have been tried to a jury is bound by any factual findings
7 made or inescapably implied by the jury's verdict.").

8 3. Among prescribed form and content, an accounting must provide a
9 beneficiary with the ability to evaluate his or her interests. NRS 165.135(3). See also NRS
10 153.041. The cost of preparing an accounting is presumptively borne by the trust. NRS
11 165.1214(5). Unless acting in good faith, a trustee can be personally liable for failing to
12 provide an accounting. NRS 165.148. A beneficiary may petition the court to order a
13 trustee to perform his or her accounting duties. NRS 165.190. This Court may order a
14 trustee's compensation be reduced or forfeited, or enter other civil penalty, when a trustee
15 fails to perform his duties. NRS 165.200.

16 4. The trustees' just and reasonable expenses are presumptively governed by
17 the trust instruments and borne by the trust. However, this Court has authority to review
18 and settle the trustees' expenses and compensation. NRS 153.070. This Court may also
19 reduce a trustee's compensation or order a trustee to pay a beneficiary's reasonable
20 attorneys' fees and costs when the beneficiary compels redress for a breach of trust or
21 compliance with trust terms. NRS 153.031(3). See also In re Estate of Anderson, No.
22 58227, 2012 WL4846488 (Oct. 9, 2012). This Court may order the trust expenses defending
23 against a beneficiary's successful claims be borne by a trustee individually. NRS 18.090.
24 See also Estate of Bowlds, 120 Nev. 990, 1,000, 102 P.3d 593, 600 (2004) (concluding
25 payment of attorney's fees from trust assets only when litigation generally benefits the
26 trust); NRS 153.031(3)(b) (stating if court grants relief to petitioner, it may order trustee to
27 pay fees and costs); RESTATEMENT (THIRD) OF TRUSTS § 100 (2012) (examining denial of
28 compensation to breaching trustee).

1 5. NRS 163.00195 governs no-contest provisions. It begins by emphasizing this
2 Court's duty to enforce no-contest clauses to effectuate a settlor's intent. NRS 163.00195(1).
3 However, the statute then creates a wide exception when it provides a no-contest clause
4 must not be enforced when a beneficiary acts to enforce her legal rights, obtain court
5 instruction regarding proper administration, seeks to enforce the trustee's fiduciary duties,
6 or institutes and maintains a legal action in good faith and based on probable cause. NRS
7 163.00195(4). See also Matter of ATS 1998 Tr., No. 68748, 2017 WL3222533, at *4 ("[T]he
8 purpose of a no-contest clause is to enforce the settlor(s)' wishes, not to discourage a
9 beneficiary from seeking his or her rights."). A legal action is based on probable cause
10 when the facts and circumstances *available to the beneficiary*, or a properly informed and
11 advised reasonable person, "would conclude that the trust, the transfer of property into
12 the trust, any document referenced in or affected by the trust or any other trust-related
13 instrument is invalid." NRS 163.00195(4)(e) (emphasis added).

14 6. A trustee has a duty to act impartially, based on what is fair and reasonable
15 to all beneficiaries. Specifically, "the trustee shall act impartially in investing and
16 managing the trust property, taking into account any differing interests of the
17 beneficiaries." NRS 164.720(1). "[I]t is the trustee's duty, reasonably and without personal
18 bias, to seek to ascertain and to give effect to the rights and priorities of the various
19 beneficiaries or purposes as expressed or implied by the terms of the trust." RESTATEMENT
20 (THIRD) OF TRUSTS § 79 (2007).

21 7. "In all matters connected with [the] trust, a trustee is bound to act in the
22 highest good faith toward all beneficiaries and may not obtain any advantage over the
23 latter by the slightest misrepresentation, concealment, threat, or adverse pressure of any
24 kind." Charleson v. Hardesty, 108 Nev, 878, 882, 839 P.2d 1303, 1306 (1992) (quoting
25 Morales v. Field, 160 Cal.Rptr. 239, 244 (1980)).

26 8. This Court may remove a trustee for good cause, including breach of
27 fiduciary duties. NRS 156.070; NRS 163.115; NRS 163.190; NRS 163.180; NRS 164.040(2);
28 see also Diotallevi v. Sierra Dev. Co., 95 Nev. 164, 591 P.2d 270 (1979) (explaining court has

1 “full equitable powers” to redress breach of trust). Removal may be appropriate when
2 there is significant animosity between the trustee and a beneficiary, such that it has the
3 potential to materially interfere with the proper administration of the trust. Acorn v.
4 Monecchi, 386 P.3d 739, 760 (Wyo. 2016) (explaining the relevant question is whether
5 “hostility, in combination with existing circumstances, materially interferes with the
6 administration of the trust or is likely to cause that result”); In re Estate of Stuchlik, 857
7 N.W.2d 57, 70 (Neb. 2014) (stating a trustee cannot act impartially when “influenced by . . .
8 animosity toward individual beneficiaries”); BOGERT, LAW OF TRUSTS AND TRUSTEES § 129
9 (3d rev. ed. 2019) (explaining where there is potential for a conflict of interest to arise from
10 the dual status of a trustee who is also a beneficiary, removal of the trustee may be
11 appropriate); see also Dennis v. R.I. Hosp. Trust Nat. Bank, 571 F. Supp. 623, 639 (D.R.I.
12 1983) (discussing removal may be appropriate when the court could expect “that future
13 Trust transactions will be scrutinized by the beneficiaries” as a result of lengthy and
14 antagonistic litigation). Additionally, conflict between the trustee and beneficiary may
15 form a basis for removal when personal contact or collaboration is required for the
16 administration of the trust. Blumenstiel v. Morris, 180 S.W.2d 107, 109 (Ark. 1944). “The
17 purpose of removing a trustee is not to inflict a penalty for past action, but to preserve
18 trust assets.” Getty v. Getty, 205 Cal.App.3d 134, 140 (1988).

19 9. Attorney’s fees are not allowed to a prevailing party absent a contract,
20 statute, or rule to the contrary. See Smith v. Crown Fin. Servs., 111 Nev. 277, 890 P.2d 769
21 (1995) (analyzing the American and English rules regarding attorney’s fees and their
22 intersection with Nevada Law). NRS 18.010(2)(b) provides that this Court may award
23 attorney’s fees when it finds a claim was brought or maintained without reasonable
24 ground, or to harass the prevailing party. Pursuant to NRCP 68(a), “[a]t any time more
25 than 21 days before trial, any party may serve an offer in writing to allow judgment to be
26 taken in accordance with its terms and conditions.” If an offer is not accepted within the
27 prescribed time period, it will be considered rejected by the offeree. NRCP 68(e). If an
28 offeree rejects an offer and fails to obtain a more favorable judgment, “the offeree must

1 pay the offeror's post-offer costs and expenses, including . . . reasonable attorney fees, if
2 any be allowed, actually incurred by the offeror from the time of the offer." NRCP
3 68(f)(1)(B) (emphasis added).

4 10. "[T]he purpose of NRCP 68 is to encourage settlement . . . not to force
5 plaintiffs unfairly to forego legitimate claims." Beattie v. Thomas, 99 Nev. 579, 588, 668
6 P.2d 268, 274 (1983). To determine whether an award of fees is appropriate, a court must
7 consider and weigh the following factors: (1) whether the claim was brought in good faith;
8 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
9 amount; (3) whether the decision to reject the offer and proceed to trial was grossly
10 unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable
11 and justified in amount.⁶ Beattie, 99 Nev. at 588-89, 668 P.2d at 274. No one Beattie factor
12 is outcome determinative, and each should be given appropriate consideration. Yamaha
13 Motor Co., USA v. Arnoult, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673 n.16 (1998).

14 11. A proceeding concerning a trust "does not result in continuing supervisory
15 proceedings, and the administration of the trust must proceed expeditiously in a manner
16 consistent with the terms of the trust, without judicial intervention or the order, approval
17 or other action of any court, unless the jurisdiction of the court is [properly] invoked . . . as
18 provided by other law." NRS 164.015(7).

19 Equitable Issues

20 The following equitable issues and arguments are before this Court:

21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust
23 accountings without further examination, to include approval of trustees' fees, attorneys'

24
25 ⁶ When considering the fourth Beattie factor, the court must consider the Brunzell factors. See Shuette v.
26 Beazer Homes Holdings Corp., 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). These factors include the
27 following: "(1) the qualities of the advocate: his or her ability, training, education, experience, professional
28 standing, and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, time and
skill required, the responsibility imposed and the prominence and character of the parties where they affect
the importance of litigation; (3) the work actually performed by the lawyer: the skill, time, and attention
given to the work; and (4) the result: whether the attorney was successful and what benefits were derived."
Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 fees, and payment of other professional fees and administrative expenses.⁷ Wendy
2 opposes and asks this Court to order the trustees to prepare statutory compliant
3 accountings that disclose assets, values, transactions, and other acts of trust
4 administration. Wendy further argues that if the amended accountings are untimely or
5 noncompliant, this Court should find and remedy the trustees' breach of fiduciary duties.

6 The timing and form of accountings are prescribed by statute. But an accounting is
7 more than a formulaic compilation of data. An accounting is given to provide notice. Just
8 as facts in controversy vary from case to case, an accounting must be adjusted as the trust
9 estate requires. The trusts before this Court are complex because of the multiple layers of
10 entity and fractional ownership. They are further complicated by fluid and often
11 unknown values. This Court generally agrees with Wendy that the accountings fail to
12 provide adequate notice because they reveal only a portion of Sam's complex affairs – they
13 are mere pieces in a much larger puzzle and are ineffective when only reviewed in
14 isolation.⁸ Instead, the accountings created confusion and engendered suspicion. The
15 trustees attempted to answer Wendy's questions informally and made their professionals
16 available to answer Wendy's questions. But the accountings should have included more
17 explanatory details. The best example of how the accountings failed to provide actual and
18 adequate notice occurred when Todd testified Wendy could expect to receive \$4 million
19 from a variety of sources. While the trustees may have provided explanations through
20 accountants and settlement offers, Wendy's beneficial expectancy is not apparent from the
21 accountings or evidence of the trustees' pre-trial explanations.

22 However, this Court also notes that Wendy's complaints about the content and
23 general timing of the accountings were presented to the jury in the legal phase of trial and
24 are therefore facts common to the equitable claims. The jury presumably considered all
25 evidence when deliberating its verdict. The verdict is an express or implicit rejection of

26
27 ⁷ The relevant accountings are for the Issue and Family Trusts (April, 2013 through December, 2017) and
Wendy's subtrust (2013 – 2016).

28 ⁸ Wendy argues: "While in some circumstances, preparing and delivering accountings in the format
provided by NRS 165.135 may fully satisfy a fiduciary's requirement to account and fully disclose, that is not
and cannot be the case for these very complex trusts."

1 Wendy's complaints about the accountings. Accordingly, this Court will not provide
2 equitable relief regarding the accountings, which were constructively approved and
3 confirmed by the jury's verdict. In so doing, this Court does not countenance the trustees'
4 arguments that all accountings and disclosures complied with Nevada law, to include
5 NRS 165.135(4)(a), which allows for a statement prepared by a CPA containing summaries
6 of the information required by NRS 165.135(1). This Court simply orders that all litigation
7 regarding the accountings in existence at the time of the jury trial must end.⁹ The nature of
8 the accountings influence this Court's decision regarding attorneys' fees and the no-
9 contest provisions of the trust.

10 2. *Validity of the Agreements and Consents to Proposed Actions (ACPAs) and*
11 *Indemnification Agreements*

12 Todd as trustee of the Issue Trust, and Todd and Michael Kimmel as co-trustees of
13 the Family Trust, ask this Court to ratify and approve the ACPAs, thus relieving them of
14 liability for actions reasonably taken in reliance upon them. They (and Todd individually)
15 also ask this Court to affirm the indemnification agreements. Wendy opposes and asks
16 this Court to invalidate the ACPAs and rescind any transactions accomplished through
17 them. She also contests Stan and Todd's indemnification agreements and asks that any
18 transactions accomplished through them be invalidated and set aside. Each party presents
19 substantial arguments supporting their respective positions. This Court again returns to
20 the scope and content of the jury trial and the facts common to legal and equitable claims.
21 While the attorneys argued to the jury that this Court would decide the validity of the
22 ACPAs and indemnification agreements, each of the challenged documents and related
23 transactions were thoroughly presented and argued to the jury – including document
24 preparation, execution, and other formation irregularities. Thus, at least, the jury verdict is
25 an implicit rejection of Wendy's arguments.

26 Having considered all arguments, this Court concludes it will neither affirm nor

27
28 ⁹ The trustees may wish to modify the form of future accountings to provide better notice and explanations
to the beneficiaries. Otherwise, they risk objections this Court may be inclined to grant, including an award
of attorney's fees.

1 reject the ACPAs and indemnification agreements. They cannot be segregated from the
2 legal claims presented to the jury and now subsequently argued in support of equitable
3 relief. The jury constructively approved and affirmed the ACPAs and indemnification
4 agreements when it reached its verdict. The verdict prevents additional litigation and
5 precludes liability exposure for actions taken in reliance upon these documents. All claims
6 involving the disputed ACPAs and indemnification agreements shall end with the jury's
7 verdict. Nonetheless, the ACPAs and indemnification agreements also influence this
8 Court's decision regarding attorneys' fees and the no-contest provisions.

9 3. *Violation of the no-contest provisions of the trusts*

10 All trustees except Stan ask this Court to declare that Wendy violated the no-contest
11 provisions of the trusts when she initiated and maintained this litigation. Wendy opposes
12 and asks this Court to declare that Todd violated the no-contest provisions when he filed
13 the initial petition and later moved to dismiss her litigation. The trustees' request deserves
14 analysis, whereas Wendy's request is retaliatory and made with little legal basis or
15 support from the trust instruments.

16 Wendy sought to enforce her rights, obtain instructions, and remedy a breach of
17 fiduciary duties. The jury agreed that Todd breached his fiduciary duties. Further, based
18 upon the information she possessed, she had probable cause to seek invalidation of
19 transfers and other acts of trust administration. This Court must distinguish between the
20 *existence* of probable cause for initiating and maintaining this action with the manner in
21 which the probable cause was *litigated*. As noted elsewhere, Wendy and Stan had
22 probable cause to seek answers to questions raised by the accountings and other events of
23 trust administration. Thus, while Wendy's litigation zeal and overreaching jury demand
24 may implicate Sam's intention to disincentivize litigation, Wendy's legal actions were
25 authorized and do not create a bar to her beneficial rights.

26 4. *Unjust enrichment and constructive trust*

27 Wendy asks this Court to impress a constructive trust to cure unjust enrichment
28 caused by fraud, breach of fiduciary duty, and self-dealing. Todd, Stan, and the trustees

1 make several arguments in opposition to Wendy's request. This Court disagrees with
2 Wendy's position. Wendy's allegations of misconduct, document impropriety, and self-
3 dealing underlying her request for equitable relief are inseparable from the legal claims
4 she presented to the jury. Wendy has been awarded damages for Todd's breach of
5 fiduciary duties. Any other equitable relief would constitute double recovery and alter the
6 jury's verdict in violation of the Seventh Amendment and its interpretative decisions.

- 7 5. *Removal of trustees*
8 *Disgorgement of trustee fees*
9 *Use of trust funds to initiate petition and defend against Wendy's counterpetition*
 Award of attorneys' fees

10 Wendy relies upon her same arguments when asking this Court to remove the
11 trustees, order the trustees to disgorge trustee fees, and deny the use of trust funds to
12 present their petitions and defend against her counterpetition. The parties present
13 substantial authorities and arguments (and other moving papers) relating to attorneys'
14 fees.

15 There is no basis to consider the removal of any trustee except Todd. The two bases
16 to remove Todd are 1) the jury's verdict that Todd breached his fiduciary duties, and 2)
17 this Court's observation that Todd's neutrality is conflicted by his own interests and
18 animus towards Wendy. This Court concludes removal would be unjust and
19 incommensurate for several reasons: 1) Todd is Sam's designated and preferred trustee, 2)
20 other trustees will diffuse Todd's conflicts and reduce the personal contact between Todd
21 and Wendy, 3) the remedy against Todd's breaches and conflicts are made through other
22 orders regarding attorneys' fees, disgorgement of trustee's fees, and inapplicability of the
23 no-contest provisions, 4) Todd's own affairs are inseparable from trust administration and
24 his removal as trustee will not sever him from trust business; he will remain involved in
25 Jaksick family affairs through his ongoing management and ownership of several other
26 related entities, 5) the expenses of removing Todd and educating a successor trustee
27 would be expensive and inefficient, and 6) Wendy's suggestion that a commercial trustee
28 serve as successor trustee for all trustees is neither warranted nor workable.

 However, based upon the jury's verdict that Todd breached his fiduciary duties

1 (and secondarily, this Court's findings about the timing and content of the accountings),
2 this Court grants Wendy's request that Todd disgorge or disclaim all trustee's fees from
3 the inception of his trusteeship through the date when final judgment is entered. The
4 amount disgorged or otherwise forfeited may serve as an offset against the 25% of
5 trustees' attorneys' fees Todd is ordered to pay, as set forth below. This Court confirms
6 trustee fees to all other trustees.

7 There are several requests regarding attorney's fees as a trust expense. This Court's
8 discretionary resolution of the fees requests is bound by all facts of record and influenced
9 by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement
10 agreement between Todd and Stan) and uncertainties created by notarial malfeasance.

11 This Court first orders that Stan Jaksick and Michael Kimmel's attorneys' fees be
12 chargeable to the trust and paid from trust corpus. This Court's decision regarding
13 Wendy and Todd's fees (both as trustee and individually) are more complicated. There
14 are competing facts and legal principles, which this Court analyzes in the aggregate and
15 not in isolation. In particular, the NRCP 68 request cannot be considered narrowly, but
16 instead, must be viewed by a totality of the case proceedings and statutory authorities
17 governing trustees. There are several options before this Court:

- 18 - Order the trust to pay all, some, or none of Wendy's fees
19 because she successfully obtained a verdict that Todd breached
20 his fiduciary duties as trustee.
- 21 - Order the trust to pay all, some, or none of the fees Todd
22 incurred as trustee because, even though he breached his
23 fiduciary duties, he qualitatively and quantitatively prevailed
24 against other claims asserted by Wendy.
- 25 - Order Wendy to pay fees Todd incurred because she brought
26 or maintained her action without reasonable grounds or to
27 harass.
- 28 - Order Wendy to pay fees Todd incurred as trustee of the Issue
Trust because she rejected his \$25,000 offer of judgment.
- Order Wendy to pay fees Todd incurred individually because

1 she rejected his \$25,000 offer of judgment.

- 2 - Discretionarily decline to order Wendy to pay fees pursuant to
3 the offers of judgment.

4 On August 29, 2018, Todd offered Wendy to have judgment entered against him
5 individually in the amount of \$25,000. He also offered Wendy to have judgment entered
6 against him as trustee of the Issue Trust in the amount of \$25,000. The jury did not make
7 any adverse findings against Todd individually, but it concluded Todd breached his
8 fiduciary duties as trustee and awarded \$15,000 to Wendy. With adjustments for interest,
9 the amount Wendy will receive is almost indistinguishable from the \$25,000 Todd offered
10 as trustee. To the extent there is a *de minimis* distinction, the difference is not enough in a
11 dispute that incurred several million dollars of fees and involved tens of millions in
12 controversy.

13 An offer of judgment must be an authentic attempt to settle a dispute. The offer of
14 judgment benefit is not automatically conferred. Instead, this Court must carefully
15 analyze the offer and discretionarily apply it to the unique facts of each case. This Court
16 and counsel are familiar with the American Rule of attorneys' fees and discretionary
17 application of NRCP 68. This Court's discretion exists to encourage parties to convey
18 legitimate offers to resolve their disputes. Of course, judicial discretion is controversial to
19 those who are aggrieved, and it is unpredictable to all.

20 On one side, offers that are appropriate in time and amount will cause the non-
21 offering party to become realistic and engage in genuine risk/benefit analyses. These
22 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
23 disputes before trial, they should be in an amount the non-offering party cannot decline in
24 good faith. Defendants who perceive no liability exposure chafe against making time- and
25 amount-appropriate offers because they resent the payment of any money to a party they
26 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
27 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
28 settlement--they are strategic devices to shift the risk of fees by offering illusory

1 consideration to end litigation.

2 This Court's discretion is guided by the unique facts and procedural history of this
3 case. This Court analyzes the Beattie factors as follows:

4 *Whether Wendy's claims were brought in good faith?* Wendy believed in good faith that
5 she suffered damages from Todd's individual and fiduciary misconduct. She trusted the
6 court system and exercised her constitutional right to jury trial. This Court concludes that
7 Wendy's claims against Todd as trustee of the Issue Trust were brought in good faith.
8 Wendy's concerns are countenanced, in large part, by the questions raised by the
9 accountings, Stan's separate allegations against Todd, document anomalies, and the optics
10 of Todd's disproportionate benefit from Sam's business and trust affairs. The good-faith
11 nature of Wendy's claims against Todd individually are more difficult to discern. In the
12 final analysis, Wendy had some cause to initiate the claims against Todd individually, but
13 as discovery progressed, Wendy's cause to pursue Todd individually diminished. This
14 factor weighs slightly in Wendy's favor regarding the Issue Trust offer of judgment and is
15 neutral regarding Todd's individual offer of judgment.¹⁰

16 *Whether Todd's offers were reasonable and in good faith in both timing and amount?* This
17 Court has wrestled with the question of whether the offers of judgment were brought in
18 good faith in both timing and amount. These offers of judgment were made six months
19 after Wendy filed her amended counter-petition, when discovery was still in its infancy.
20 This Court concludes the amounts offered were neither good faith/reasonable nor
21 strategic bad faith/unreasonable. They fall within the continuum between those two
22 categories. Todd knew, or should have known, the fees incurred through continuing
23 litigation alone would substantially overshadow the offered amounts. Todd knew, or
24 should have known, that Wendy would never accept \$25,000 to resolve her claims against
25 him as trustee of the Issue Trust.

26 However, Todd also had cause to believe he would prevail at trial, a fact now
27

28 ¹⁰ Because this Court finds Wendy brought her claims in good faith, this Court concludes fees under NRS
18.010(2)(b) are not warranted.

1 proven with respect to the claims against him individually. Todd's subjective belief about
2 the strength of his position is legally relevant. "[W]here the offeror has a reasonable basis
3 to believe that exposure to liability is minimal, a nominal offer is appropriate." Arrowood
4 Indem. Co. v. Acosta, Inc., 58 So. 3d 286, 289 (Fla. Dist. Ct. App. 2011) (discussing the good
5 faith prong of an offer of judgment from a Florida statute analogous to NRCP 68). At the
6 time Todd made his individual offer, Wendy had been unable to present coherent facts
7 underlying her claims against him personally. He therefore had reason to believe
8 Wendy's claims against him individually were weak or lacked merit. See Beach, 958 F.
9 Supp. at 1171 (holding defendant's offer was reasonable even though plaintiff's alleged
10 damages exceeded the offer's amount "given the weaknesses defendant perceived in
11 plaintiff's case."); see also Scott-Hop v. Bassek, Nos. 60501, 61943, 2014 WL 859181 at *6
12 (Feb. 28, 2014) (holding reasonable an offer of \$25,000 even though plaintiff's alleged
13 medical expenses were over \$150,000 because of the uncertainty of plaintiff's case and
14 defendant's summary judgment motion); Max Bear Productions, Ltd. v. Riverwood
15 Partners, LLC, No. 3:09-CV-00512-RCJ-RAM, 2012 WL 5944767 (D. Nev. Nov. 26, 2012)
16 ("The token \$1,000 offer may appear to have been made simply for the procedural purpose
17 of preserving rights to fees . . . should Defendant win a judgment. However, the
18 weaknesses of Plaintiff's case made this token offer reasonable."); Arrowood, 58 So. 3d at
19 289-90 (holding a court is required to consider an offeror's subjective belief that an offer is
20 reasonable and not just objective factors).

21 This Court concludes the second factor to consider is neutral regarding the Issue
22 Trust and does not inure to any party's favor or disfavor. Todd hoped he would prevail at
23 trial, but given the financial and documentary complexity, discovery delays and disputes
24 (including Todd's continued depositions long after the offers of judgment were made), the
25 untimely accountings, incomplete discovery, and the amounts in controversy, the offer
26 does not appear to be made with the good-faith intention of settling Wendy's claims. In
27 contrast, Todd's offer to settle Wendy's claims against him individually for the payment of
28 \$25,000 appears more reflective of the circumstances and was made with a good-faith

1 intention to settle the claims. Thus, this factor favors Todd individually.

2 *Whether Wendy's decision to reject the offer and proceed to trial was grossly unreasonable*
3 *or in bad faith?* Wendy's decision to reject Todd's offer as trustee of the Issue Trust was not
4 grossly unreasonable or in bad faith. The offer arrived early in discovery. Wendy had
5 incurred substantially more in fees than the offered amount and she was entitled to
6 examine her legal position after discovery was received. In contrast, her decision to reject
7 Todd's individual offer is less reasonable, yet this Court cannot conclude her rejection was
8 grossly unreasonable or made in bad faith. Her decision was simply unwise in retrospect
9 and she cannot now be relieved of its consequences. This third factor weighs in favor of
10 Wendy regarding the Issue Trust and is neutral regarding Todd's personal liability.

11 *Whether the fees sought are reasonable and justified in amount?* Todd's individual and
12 trustee attorneys are experienced in law and trial. They have exemplary records of service
13 in our legal community and they obtained a positive outcome for their clients. After
14 considering each of the Brunzell factors, this Court finds the fees sought by Todd
15 individually from the date of the offer are reasonable in light of his experienced and
16 effective attorneys, duration and scope of litigation, and the result obtained. However,
17 the aggregate fees this Court expects Todd to seek as trustee of the Issue Trust are not
18 justified when the offered \$25,000 is compared to the jury verdict. Shifting substantial
19 attorneys' fees to Wendy is unjustified in this instance. Regarding Todd's individual fees,
20 the amounts are reasonable and justified when charged against Wendy. This factor is
21 neutral with respect to the Issue Trustee offer and favors Todd with respect to his
22 individual offer of judgment.

23 For these reasons, this Court orders as follows:

- 24 a. The trusts shall pay 100% of the fees incurred by their attorneys in
25 representation of the trustees. However, Todd shall reimburse the
26 trusts from his personal resources for 25% of the amount paid because
27 the jury determined he breached his fiduciary duties. Provided,
28 however, Todd is entitled to reduce this 25% personal obligation by

1 the amount of trustee's fees he is ordered to disgorge.

- 2 b. Wendy is *not* required to pay fees Todd incurred as trustee because
3 she rejected the \$25,000 offer of judgment.
- 4 c. Wendy *shall* pay 100% of fees Todd incurred individually from the
5 date the offer of judgment was made. Provided, however, Todd shall
6 be Wendy's judgment creditor and have no greater access to payment
7 than any other judgment creditor. Todd may attach or anticipate
8 Wendy's distributive share only if there are no spendthrift provisions
9 within the trust instruments that prohibit such creditor collection
10 efforts. If such spendthrift provisions exist, distributions shall be
11 made to Wendy and Todd may seek collection efforts against Wendy
12 personally, subsequent to the distribution. The trustees (including
13 Todd) shall carefully measure Todd's rights as an individual
14 judgment creditor with their fiduciary duties owed to Wendy as a
15 beneficiary.
- 16 d. The Trusts shall pay a combined attorneys' fee of \$300,000 to Wendy's
17 attorneys for prevailing in the claim against Todd for breach of
18 fiduciary duties. This payment shall be made directly to Wendy's
19 attorneys without Wendy's signatory participation as a client or trust
20 beneficiary.
- 21 e. All fees ordered shall be treated as general trust administration
22 expenses and not allocated to any beneficiary's distributive share.
- 23 f. Todd is not required to indemnify the trust for the \$300,000 payable to
24 Wendy's attorneys because he is already ordered to pay 25% of the
25 aggregate fees incurred in representation of the trustees.
- 26 g. The request for oral arguments is denied.

27 **Other Issues**

- 28 1. *Second supplement to first amended counterpetition*

1 On May 9, 2019 (after the legal phase of trial but before the equitable trial), Wendy
2 filed a Second Supplement to her First Amended Counterpetition in which she continued
3 her theme about untimely accountings. Wendy asks this Court to consider the new fact
4 allegation the Family Trust co-trustees failed to prepare and deliver accountings for the
5 Family Trust and Wendy Subtrust for the period from January 1, 2018, to December 31,
6 2018. She requests the production and delivery of these accountings and asks that the
7 trustees be sanctioned. The trustees (including Todd and Stan individually) moved to
8 strike Wendy's supplement because it was filed after the August 2, 2018, deadline to file
9 motions to amend pleadings and violated NRCP 15(d).¹¹ The 2018 accountings were
10 provided to Wendy in early July, 2019, thus rendering Wendy's request to compel moot.

11 It appears the accountings were untimely and this Court agrees Wendy could not
12 have filed the supplement until after the deadline for providing the 2018 accountings had
13 passed. However, the 2018 accountings are not part of the underlying litigation. This
14 Court declines Wendy's invitation to enlarge this litigation to satisfy judicial economy.
15 This litigation is bounded by the pleadings and cannot remain an open receptacle to
16 receive real-time allegations of inappropriate trust administration. The supplement is
17 stricken as beyond the scope of claims before this Court. Wendy may file a separate action
18 challenging the timing and content of the 2018 accountings if she is so inclined. This Court
19 neither encourages nor discourages such litigation.

20 2. *The Lake Tahoe property*

21 Though not placed within a certain claim for relief within her pleadings, Wendy
22 asks this Court to rescind all transactions involving the Lake Tahoe home and restore title
23 to the SSJ LLC, which was 100% owned by the Family Trust. Wendy continues to
24 overwhelm this Court with repetitive and lengthy arguments about the option
25 agreements, forgery, fraud, fiduciary duties, unjust enrichment, trustor intentions,
26 consideration, etc. All of Wendy's arguments were presented to the jury and rejected in
27

28 ¹¹ Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

1 the jury's verdict. This Court will not enter any order granting relief to Wendy regarding
2 the Lake Tahoe home.

3 3. *Future distributions*

4 On July 23, 2019, Wendy filed an Emergency Motion to Compel Distribution from
5 the Family Trust. She alleged she was being evicted from her home in Texas and needed
6 money to relocate to either Arizona or Reno. Wendy asked this Court to order the trustees
7 of the Family Trust to distribute \$6,000 for a deposit on a new apartment and \$5,000 per
8 month for living expenses. Wendy further asks this Court to advise the trustees regarding
9 the schedule of other distributions for living expenses. Wendy's motion is denied. This
10 Court will not supervise trust administration on an ongoing basis. It will not provide
11 advisory guidance or otherwise order the trustees regarding administration and
12 distributions. Instead, it will adjudicate disputes through normal judicial processes.
13 Wendy may initiate separate litigation if she is so inclined.

14 4. *Costs.*

15 Todd Jaksick as an individual, Duck Lake Ranch, LLC, and Incline TSS, are the
16 prevailing parties entitled to statutory and reasonable costs. All other parties may file cost
17 memoranda as authorized by law.

18 **Conclusions**

19 1. This Court does not confirm the accountings. However, the substance of the
20 accountings were presented to the jury and fall within the jury's verdict. Thus, this Court
21 will not allow additional litigation as to any accounting that formed the basis for Wendy's
22 legal claims. All future accountings shall be timely and formulated to provide the
23 beneficiaries with adequate notice of values, transactions, and other acts of trust
24 administration. The trustees are authorized to pay, at Wendy's request, a portion of
25 Wendy's distributive shares to Wendy's designated financial professional who will assist
26 her to understand the accountings and interact with the trustees.

27 2. This Court does not confirm the ACPAs or indemnification agreements.
28 However, the substance of the ACPAs and indemnification agreements were presented to

1 the jury and fall within the jury's verdict. This Court will not allow additional litigation as
2 to any of the ACPAs and indemnification agreements that formed the basis for Wendy's
3 legal claims.

4 3. The trustees' request to impose no-contest penalties against Wendy is
5 denied.

6 4. Wendy's claims for unjust enrichment and constructive trust are denied.

7 5. Todd is confirmed as trustee of Issue Trust and co-trustee of Family Trust.
8 All other trustees are also confirmed.

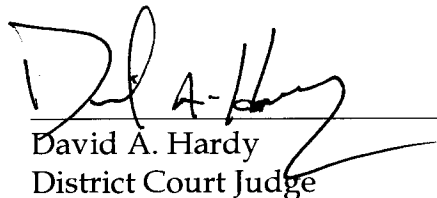
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject
10 to the fees award provisions.

11 7. This Court anticipates the parties will seek clarification and other relief
12 through additional motion work. The attorneys' fees provisions in this order reflect the
13 entirety of this Court's intentions regarding fees. This order also reflects the entirety of
14 this Court's intentions regarding all other pending matters.

15 8. Todd and the trustees may submit a proposed judgment consistent with the
16 jury's verdict and this order on equitable claims.

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

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21 David A. Hardy
22 District Court Judge
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28

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Clerk of the Court
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Exhibit 2

Exhibit 2

1845

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

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,
v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

**JUDGMENT ON JURY VERDICT AND
COURT ORDER ON EQUITABLE
CLAIMS**

A. JUDGMENT ON JURY VERDICT

This matter was tried to a jury from February 14, 2019 to and including March 4, 2019.
The jury found in favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-

1 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
2 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
3 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust and against
4 Counter-Petitioner Wendy Jaksick on all claims and defenses. The jury found in favor of Counter-
5 Petitioner Wendy Jaksick against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr.,
6 Family Trust and as Trustee of the SSJ's Issue Trust on her breach of fiduciary duty claim and
7 assessed damages in the total amount of \$15,000. The jury found in favor of Todd Jaksick, as Co-
8 Trustee of the Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, on all
9 of Wendy Jaksick's other claims tried to the jury. The Jury Verdict is attached hereto and made a
10 part hereof.

11 Accordingly, judgment is entered as follows:

12 1. In favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-
13 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
14 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
15 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust against Counter-
16 Petitioner Wendy Jaksick on all of the claims and defenses tried to the jury. As required by NRS
17 18.110, these prevailing parties shall file their Memoranda of Costs within five days from notice
18 of entry of this Judgment on Jury Verdict.

19 2. In favor of Wendy Jaksick against Todd Jaksick as Co-Trustee of the Samuel S.
20 Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust on Wendy Jaksick's breach of
21 fiduciary duty claims. The Jury's Verdict in favor of Counter-Petitioner Wendy Jaksick in the
22 amount of \$15,000 is *de minimis* in light of her request for damages of \$80,000,000 and in light of
23 her failure to prevail on fraud, conspiracy and aiding and abetting. She is, therefore, not a
24 prevailing party and not entitled to recover costs under NRS 18.050 and NRS 18.110. Counter-
25 Petitioner Wendy Jaksick failed to obtain a judgment in excess of the Offers of Judgment served
26 by Todd Jaksick, as an individual, and is therefore not entitled to recover costs pursuant to NRCP
27 68. Counter-Petitioner Wendy Jaksick's judgment against Todd Jaksick, as Co-Trustee of the
28 Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, is for the total amount

1 of \$15,000, together with prejudgment interest from the date of her Counter-Petition (January 19,
2 2018) to the date of the Offer of Judgment (August 29, 2018) served by Todd Jaksick, in his
3 individual capacity, in the amount of \$605.34, for a total judgment of \$15,605.34. This judgment
4 shall accrue interest at judgment rate until paid in full.

5 3. All claims asserted by Counter-Petitioner Wendy Jaksick in her Counter-Petition
6 and Amended Counter-Petition and tried to the jury are dismissed with prejudice.

7 4. In favor of Duck Lake Ranch, LLC, and Incline TSS, Ltd. against Counter-
8 Petitioner Wendy Jaksick. The Court dismissed Counter-Petitioner's claims against these entities
9 and pursuant to NRS 18.110, these entities shall file their Memoranda of Costs within five days of
10 notice of entry of this judgment.

11 **B. JUDGMENT ON EQUITABLE CLAIMS**

12 On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's equitable
13 claims. The parties stipulated to submit written closing trial briefs and replies. Having considered
14 all briefs, evidence admitted during the jury trial and evidence submitted in support of the parties'
15 positions on the equitable claims, the Court entered its *Order After Equitable Trial* on March 12,
16 2020. The Order is attached hereto, made a part hereof, and is incorporated herein. The terms,
17 provisions, findings and conclusions set forth in its *Order After Equitable Trial* are incorporated
18 herein as the Court's Findings of Fact and Conclusions of Law pursuant to Rule 52(a) of the
19 Nevada Rules of Civil Procedure.

20 Judgment is hereby entered as follows:

21 1. Against Counter-Petitioner Wendy Jaksick on all of her equitable claims and is
22 entered in favor of Todd Jaksick, as an individual, Stanley Jaksick, as an individual and Co-
23 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, as an individual and Co-
24 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, individually, Kevin Riley, as Co-
25 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, as Trustee of the BHC Trust,
26 Duck Lake Ranch, LLC, and Incline TSS, Ltd. These prevailing parties shall file their
27 Memoranda of Costs pursuant to NRS 18.110 within five days of the notice of entry of this
28 judgment.

1 2. In favor of Counter-Petitioner Wendy Jaksick's counsel of record in the amount of
2 \$300,000 to be paid by the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust.

3 3. In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust against
4 Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust in an amount equal to
5 25% of the attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust
6 for legal services rendered on behalf of the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust
7 and Trustee for the SSJ's Issue Trust. Todd Jaksick's obligation to satisfy this judgment requires
8 payment of the amount determined from his personal funds. Counsel for the Trustees and Trustee
9 shall submit verified Memoranda of Fees paid within twenty-one days of notice of entry of this
10 judgment.

11 4. On March 13, 2019, Todd Jaksick, in his individual capacity, filed a Motion for
12 Order Awarding Costs and Attorneys' Fees for Todd Jaksick, individually, Duck Lake Ranch,
13 LLC and Incline TSS, Ltd. For the reasons stated in the Court's March 12, 2020 *Order After*
14 *Equitable Trial*, Todd Jaksick's Motion for Order Awarding Costs and Attorneys' Fees was
15 granted, subject to section (c) on page 22 of the Court's *Order After Equitable Trial*. Accordingly,
16 judgment is hereby entered in favor of Todd Jaksick, individually, against Counter-Petitioner
17 Wendy Jaksick in the amount of \$436,331 for attorneys' fees and \$68,834.07 in costs, for a total
18 judgment in favor of Todd Jaksick against Counter-Petitioner Wendy Jaksick of \$505,165.07,
19 which amount shall accrue interest from the date hereof at the legal rate.

20 5. In favor of the SSJ's Issue Trust and Incline TSS, Ltd., confirming title to the Lake
21 Tahoe house is to remain in the name of Incline TSS, Ltd., and against Wendy Jaksick regarding
22 claims to disrupt or change the title to the Lake Tahoe home.

23 6. In favor of the Samuel S. Jaksick, Jr., Family Trust against Counter-Petitioner
24 Wendy Jaksick denying her July 23, 2019 Emergency Motion to Compel Distribution from the
25 Samuel S. Jaksick, Jr., Family Trust.

26 7. In favor of Counter-Respondents, consistent with the Jury's Verdict on the ACPAs
27 and Indemnification Agreements.
28

1 8. Against Counter-Petitioner Wendy Jaksick and in favor of Todd Jaksick,
2 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Stanley Jaksick,
3 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel,
4 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley,
5 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC
6 Trust, Duck Lake Ranch, LLC, and Incline TSS, Ltd., on Counter-Petitioner Wendy Jaksick's
7 claims on unjust enrichment and constructive trust.

8 9. In favor of Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust
9 and as Trustee of the SSJ's Issue Trust, and against Counter-Petitioner Wendy Jaksick confirming
10 Todd Jaksick, as Trustee of the SSJ's Issue Trust and Co-Trustee of the Samuel S. Jaksick, Jr.,
11 Family Trust. Michael Kimmel and Stanley Jaksick are also confirmed as Co-Trustees of the
12 Samuel S. Jaksick, Jr., Family Trust.

13 10. In favor of the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust
14 against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the
15 SSJ's Issue Trust, for all Trustee's fees paid to Todd Jaksick. Todd Jaksick is hereby required to
16 disgorge all Trustee's fees paid to him, and payment thereof will constitute a setoff against any
17 amounts he must pay as and for 25% of the attorneys' fees paid to the Trustees' counsel of record.

18 11. Declaring and decreeing that all fees ordered against Wendy Jaksick shall be
19 treated as a general trust administration expense and are not allocated to any beneficiaries'
20 distributive share. Todd Jaksick may attach or anticipate Wendy's distributive share only if there
21 are no spendthrift provisions within the trust instruments that prohibit such creditor collection
22 efforts. If such spendthrift provisions exist, distributions shall be made to Wendy, and Todd may
23 seek collection efforts against Wendy personally, subsequent to the distribution.

24 IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the foregoing, upon entry
25 and filing in this matter, is an enforceable final judgment and all findings and conclusions of the
26 Court's March 12, 2020 *Order After Equitable Trial* are expressly incorporated herein. This
27 judgment resolves all claims against all parties, and pursuant to Rule 54(b) of the Nevada Rules of
28 Civil Procedure is a final judgment.

DATED this 1st day of April, 2020.


DISTRICT JUDGE

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

In the Matter of the Administration of the Case No. PR17-00445
SSJ'S ISSUE TRUST.

_____ /

CONSOLIDATED
In the Matter of the Administration of the Case No. PR17-00446
SAMUEL S. JAKSICK, JR. FAMILY TRUST. Dept. No. 15

_____ /

ORDER AFTER EQUITABLE TRIAL

On August 2, 2017, the trustees of the SSJ's Issue Trust ("Issue Trust") and the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") filed Petitions for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.¹ October 10, 2017, Wendy Jaksick filed an Opposition and Objection to the Petition. On January 19, 2018, Wendy filed a Counterpetition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief, which was subsequently amended on February 23, 2018. Family Trust co-trustee Stan Jaksick filed an Objection to Approval of Accountings and Other Trust Administration Matters on October 10, 2017. Todd Jaksick, as trustee of the Issue Trust

¹ Family Trust co-trustee Stan Jaksick did not join in the petitions.

1 and co-trustee of the Family Trust, and Michael Kimmel as co-trustee of the Family Trust,
2 are represented by Donald Lattin and Carolyn Renner. Todd is represented in his
3 individual capacity by Kent Robison. Mr. Robison also represents Duck Lake Ranch, LLC,
4 Incline TSS, Ltd., and Sammy Supercub, LLC. Stanley Jaksick, as co-trustee of the Family
5 Trust, is represented by Adam Hosmer-Henner and Philip Kreitlein. Wendy is
6 represented by Mark Connot and Kevin Spencer.

7 1. This Court presided over a jury trial on legal claims between February 14,
8 2019, and March 4, 2019. The jury concluded Todd breached his fiduciary duty as trustee
9 and awarded damages of \$15,000. The jury found no other trustee breached any fiduciary
10 duty. In addition, the jury found Wendy had not proven her claims for 1) civil conspiracy
11 and aiding and abetting, 2) aiding and abetting breach of fiduciary duty, or 3) fraud
12 against any counter-respondent whether individually or as trustee. The jury did not find
13 any counter-respondent acted with fraud, oppression, or malice.

14 2. On May 13, 2019, this Court began a bench trial to resolve the remaining
15 equitable claims. By stipulation, the parties submitted written closing trial statements and
16 replies. This Court authorized supplemental briefing on a narrow issue related to Exhibit
17 561. This Court has considered all briefs and evidence admitted during the equitable trial
18 (including many exhibits previously admitted at jury trial).² This Court is aware that
19 disagreements continue and Wendy alleges ongoing breaches of fiduciary duties, as
20 illustrated by the moving papers relating to post-trial costs, the 2018 annual accountings,
21 and distribution guidance. It now finds and orders as follows:

22 General Findings

23 1. As a factfinder, this Court is authorized to consider its everyday common
24 sense and judgment, and determine what inferences may be properly drawn from direct
25 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d

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27 ² On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

1 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

2 2. The facts presented in support of the equitable claims inextricably overlap
3 with the legal claims presented to the jury. Despite how the claims are pled, Wendy is
4 attempting to retry her case to obtain a second review of similar facts and an outcome
5 different from the jury verdict.³ This Court may or may not have reached the same
6 decision as the jury. Regardless, it has no authority to dilute or otherwise modify the
7 jury's verdict.

8 3. The file materials compose more than 17,000 pages. There were more than
9 300 separate pleadings, motions, oppositions, replies, joinders, and other substantive
10 papers filed in this proceeding. The parties produced tens of thousands of documents
11 before trial and marked 677 exhibits for the two trials, of which 227 were admitted. The
12 substantive papers (with exhibits and transcripts) filed since the jury's verdict compose
13 more than 4,000 pages. This Court has read and re-read the pending moving papers, to
14 include exhibits and transcripts. It has analyzed every argument presented and carefully
15 studied the cited authorities. It cannot synthesize the competing moving papers, exhibits,
16 and arguments into a single coherent order. It cannot resolve the arguments in minutia.
17 Therefore, this Court elects to make general findings, which are substantially supported by
18 the evidence of record.

19 4. This Court regrets some of its more direct findings, which it must disclose to
20 support its discretionary resolution of equitable claims.

21 5. Sam Jaksick created substantial wealth during his life but his leveraged
22 estate was compromised by the "great recession" during the last season of his life. Sam's
23 estate is exceedingly complex because he used tens of different corporate entities as
24 holding companies for his wealth. Sam also partnered with non-family business entities.

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his

26
27 ³ On January 3, 2018, Wendy demanded a jury trial on all legal claims. Wendy demanded a jury – at least in
28 part – because she likely suspected a judge's comprehensive, studious examination of all evidence would not
result in the \$80 million compensatory damages and additional punitive damages she asked the jury to
award. This Court honors Wendy's unfettered constitutional right to a jury trial but it will not re-visit the
identical facts to arrive at a different outcome for Wendy.

1 children, despite their different strengths, weaknesses, and personalities. Wendy did not
2 transition well into adulthood and Sam was aware of her inability to provide for herself.
3 Wendy does not understand financial complexities. Sam was more confident in Stan and
4 Todd as he worked with them during his life and designated them to continue
5 participating in his estate and business affairs after his death. Stan's trial participation was
6 not lengthy but he appears to enjoy some financial fluency and business sophistication.
7 Stan also presented as a credible witness and thoughtful sibling. While Todd is most
8 familiar with Sam's business and trust affairs, he is only marginally sophisticated as a
9 trustee. He regularly deferred to the knowledge and expertise of others.⁴ Todd also
10 presented as conflicted by his own interests, influenced by his animus towards Wendy,
11 and confused about his duties as a neutral trustee.

12 7. Sam's estate plan evolved over the years, and its last iteration was influenced
13 by debt, tax avoidance, asset protection, and planning around Stan's divorce. Both Sam
14 and Todd were exposed to personal liabilities on substantial debts Sam had incurred.
15 Some of the estate documents were created in haste because of Sam's heart illness and
16 surgery in December, 2012. (Sam survived his heart illness and tragically died in a water
17 accident in 2013). Some of the 2012-13 estate planning documents are disorganized,
18 internally inconsistent, and complicated by notarial mischief or neglect. This Court was
19 particularly troubled by the notary's abdication of statutory responsibilities, which was an
20 influencing fact in the litigation Wendy pursued. Notaries are given great authority and
21 their actions induce reliance. The notary at issue fell below the statutory standards. This
22 finding alone warrants a substantial financial consequence upon the trust, which this
23 Court includes in its analysis of the no-contest penalty and attorneys' fees requests.

24 8. Todd's participation in Sam's estate beginning in 2012 can be viewed
25 through two opposing lenses: he was either a disconnected participant who yielded to his
26

27 ⁴ This Court understands jury instruction no. 11, which does not alter the fact that Todd struggled under the
28 shadow of his father's business acumen. The dynamic of Todd relying on professionals regarding the
accountings, while the professionals provided accountings with disclaimers and hyphens, created
uncertainty (or at least the appearance of uncertainty) about transactions, values, and who was ultimately
responsible for acts and accountings of trust administration.

1 father's wishes, or he was a subtly strategic participant who enriched himself to the
2 detriment of his siblings. These opposing possibilities are relevant only to understand
3 how this dispute became so bitter. This Court is inclined to find Todd was the former
4 rather than the latter, but regardless, Stan and Wendy had cause to seek answers to
5 questions created by document anomalies, inadequate disclosures, and transactions
6 inuring to Todd's benefit.

7 9. This action began when Stan, Wendy, and Todd were opposed to each other.
8 The dispute was exacerbated by inadequate information and self-interested perspectives.
9 Some of the more personal allegations among siblings reveal a family influenced by
10 misperceptions and individual interests. Wendy was particularly personal in her
11 allegations, the worst of which were harassing, vexatious, and without factual basis. There
12 were at least seven lawyers zealously advocating for their clients, which further
13 entrenched the siblings against each other. The children chose litigation over compromise
14 to work through the complexities of Sam's estate and their disparate financial
15 circumstances. With more effortful disclosures, neutral access to information, and a little
16 sibling patience, they *might* have worked through the messiness of Sam's estate to reach a
17 non-litigation resolution. Instead, the children sued each other, with Todd and Stan
18 settling their dispute just days before the jury trial began. Despite the settlement, this
19 Court is aware of the allegations Stan made against Todd in his deposition and trial
20 testimony. The settlement does not extinguish Stan's pleading allegations and
21 testimony – it merely reflects Todd and Stan's strategic and well-advised decision to
22 compromise their claims before trial. The settlement worked to Wendy's trial detriment,
23 yet she chose trial over settlement and must now accept the consequences of her choice.
24 Stan's allegations and testimony are relevant to contextualize the legal and equitable
25 claims, particularly the request to impose a no-contest penalty and for attorneys' fees
26 under NRS Chapter 18 and NRCP 68.

27 10. Todd and Stan contend they made every effort to avoid litigation but could
28 not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly

1 accurate, as Wendy's litigation position and trial demand were influenced more by animus
2 and avarice than by a desire for balanced justice. In particular, Wendy's \$80 million jury
3 demand revealed her overreach. However, Wendy's litigation zeal does not extinguish
4 her probable cause to seek answers and formulate claims based upon the information she
5 had at the time — the same information that led to Stan's allegations against Todd.

6 11. Throughout trial this Court reflected upon how Sam would respond if he
7 observed his children spending millions of dollars litigating his estate. The parties
8 repeatedly invited this Court to consider Sam's testamentary intentions. Responding to
9 that invitation, this Court has wondered how Sam would react to see his estate
10 disproportionately allocated among his children. There is no way to know how or if Sam
11 would have enlarged Wendy's beneficial interests if he survived the economic recovery.
12 Sam loved Wendy despite her issues, and this Court suspects Sam would have continued
13 his pattern of lifetime largesse in favor of his troubled daughter. But suspicion and
14 speculation are beyond this Court's authority. Death arrives at its own inconvenient time
15 and none can alter its consequences. Wendy is simply without her paternal benefactor and
16 is susceptible to the trustees' actions as governed by documents and transactions Sam
17 approved during his life.

18 12. The trustees' initial petitions were predicated upon accountings that
19 provided inadequate information. The accountings were untimely, and even if technically
20 compliant with the statutes, they failed to provide full and fair notice to Wendy as a
21 beneficiary. This Court acknowledges the trustees attempted to answer Wendy's
22 questions by making their CPA and lawyers available to Wendy, but there is only
23 marginal evidence in the record the trustees invested their own personal efforts to satisfy
24 Wendy's concerns. At some point the trustees' responses became form over function.
25 Todd particularly grew weary of Wendy, which affected his neutral trusteeship, as
26 illustrated by his hope to satisfy Wendy's beneficial interests at a discount that inured to
27 his benefit. In response, Wendy initiated scorched-earth litigation grounded in
28 entitlement and limited self-awareness. This Court cannot now alter the consequences of

1 the trust administration and litigation choices that precede this order.

2 13. Wendy's legal and equitable claims are grounded in the same common facts
3 and are exceedingly difficult to segregate. As this Court reviewed the hundreds of pages
4 of written arguments relating to the equitable claims, it was taken back to the evidence
5 and arguments presented to the jury. Through the misty fog of painfully voluminous
6 allegations and varied claims, the core of Wendy's complaint is that Todd breached his
7 fiduciary duties by self-dealing and failing to disclose information relevant to Wendy as a
8 beneficiary. No matter how Wendy frames or argues her equitable claims, she asks this
9 Court to remedy the identical facts and transactions she placed before the jury. This Court
10 must look to the substance of the claims, not just the labels used in the pleading document.
11 Nev. Power Co. v. District Court, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004).

12 14. The complexity of Sam's estate warranted extraordinary disclosures,
13 explanations, and compliance with discovery rules. There were significant discovery
14 disputes, such that this Court created a schedule for recurring access to the Discovery
15 Commissioner. This Court also ordered the production of disputed discovery. Discovery
16 continued to the very eve of trial and Wendy was still attempting to discern her beneficial
17 interests when trial began.

18 15. There were several sports references and metaphors argued to the jury.
19 Consistent with that theme, Wendy "swung for the fences" when she asked the jury to
20 award \$80 million to her (plus punitive damages), an amount that exceeds the evidentiary
21 value of this estate and would deprive Todd and Stan of any beneficial interests. She now
22 seeks a "mulligan" by re-arguing to this Court what was over-argued to the jury.⁵ The
23 jury found that Todd breached his fiduciary duties but only awarded \$15,000 to Wendy. It
24 found against Wendy on all other claims and against all other counter-respondents. This
25 Court may have been authorized to award additional equitable relief upon the same facts

26
27 ⁵ To illustrate, Wendy argued in her omnibus opposition to the cost memoranda filed before the equitable
28 claims trial that "damages may still be awarded, transactions may be set-aside, further breaches of fiduciary
duty may be found, and the ACPAs and other documents may be found fraudulent or invalid, ab initio."
These were all claims and requests rejected by the jury.

1 if the jury found for Wendy on more claims and against more counter-respondents. But
2 constitutional and decisional authorities prevent this Court from entering a subsequent
3 order diluting or altering the jury's verdict.

4 16. Todd asks this Court to contextualize the \$15,000 as a *de minimis* award. This
5 Court will not infuse qualitative meaning into the jury's verdict. To do so would be
6 impermissible speculation. Todd breached his fiduciary duties to Wendy. And Wendy
7 was not awarded the damages she sought. These two facts are integral to this Court's
8 resolution of equitable claims and fees requests.

9 General Legal References

10 1. This Court cannot supplant or alter a jury's verdict by relying upon common
11 facts to reach a different outcome. See generally Lehrer McGovern Bovis, Inc. v. Bullock
12 Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032, 1038 (2008) (discussing special interrogatory
13 verdicts). In Acosta v. City of Costa Mesa, 718 F.3d 800 (9th Cir. 2013), the plaintiff
14 submitted his equitable claim for declaratory relief to the bench after the jury rejected his
15 legal claims. The court held "it would be a violation of the Seventh Amendment right to
16 jury trial for the court to disregard a jury's findings of fact. Thus, in a case where legal
17 claims are tried by a jury and equitable claims are tried by a judge, and the claims are
18 based on the same facts, in deciding the equitable claims, the Seventh Amendment
19 requires the trial judge to follow the jury's implicit or explicit factual determinations." Id.
20 at 828-29 (citations omitted).

21 2. In Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc., 908 F.3d
22 313, 343 (8th Cir. 2018), the jury found for the plaintiff on legal intellectual property claims,
23 but the bench subsequently applied the equitable defenses of laches and acquiescence.
24 The appellate court reversed, holding "[t]o bind the district court's equitable powers, a
25 jury's findings must be on an issue 'common' to the action's legal and equitable claims;
26 otherwise, the court is free to treat the jury's findings as 'merely advisory'" Id.
27 Further, "[i]f the jury's findings were on a common issue, the court, in fashioning equitable
28 relief, may take into account facts that were not determined by the jury, but it may not

1 base its decision on factual findings that conflict with the jury's findings." Id. at 344
2 (citations omitted); see also Haynes Trane Serv. Agency, Inc. v. Am. Standard, Inc., 573
3 F.3d 947, 959 (10th Cir. 2009) (noting a court cannot grant equitable relief on facts rejected
4 explicitly or implicitly by a jury verdict); Avitia v. Metro Club of Chicago, Inc., 49 F.3d
5 1219, 1231 (7th Cir. 1995) ("[A] judge who makes equitable determinations in a case in
6 which the plaintiff's legal claims have been tried to a jury is bound by any factual findings
7 made or inescapably implied by the jury's verdict.").

8 3. Among prescribed form and content, an accounting must provide a
9 beneficiary with the ability to evaluate his or her interests. NRS 165.135(3). See also NRS
10 153.041. The cost of preparing an accounting is presumptively borne by the trust. NRS
11 165.1214(5). Unless acting in good faith, a trustee can be personally liable for failing to
12 provide an accounting. NRS 165.148. A beneficiary may petition the court to order a
13 trustee to perform his or her accounting duties. NRS 165.190. This Court may order a
14 trustee's compensation be reduced or forfeited, or enter other civil penalty, when a trustee
15 fails to perform his duties. NRS 165.200.

16 4. The trustees' just and reasonable expenses are presumptively governed by
17 the trust instruments and borne by the trust. However, this Court has authority to review
18 and settle the trustees' expenses and compensation. NRS 153.070. This Court may also
19 reduce a trustee's compensation or order a trustee to pay a beneficiary's reasonable
20 attorneys' fees and costs when the beneficiary compels redress for a breach of trust or
21 compliance with trust terms. NRS 153.031(3). See also In re Estate of Anderson, No.
22 58227, 2012 WL4846488 (Oct. 9, 2012). This Court may order the trust expenses defending
23 against a beneficiary's successful claims be borne by a trustee individually. NRS 18.090.
24 See also Estate of Bowlds, 120 Nev. 990, 1,000, 102 P.3d 593, 600 (2004) (concluding
25 payment of attorney's fees from trust assets only when litigation generally benefits the
26 trust); NRS 153.031(3)(b) (stating if court grants relief to petitioner, it may order trustee to
27 pay fees and costs); RESTATEMENT (THIRD) OF TRUSTS § 100 (2012) (examining denial of
28 compensation to breaching trustee).

1 5. NRS 163.00195 governs no-contest provisions. It begins by emphasizing this
2 Court's duty to enforce no-contest clauses to effectuate a settlor's intent. NRS 163.00195(1).
3 However, the statute then creates a wide exception when it provides a no-contest clause
4 must not be enforced when a beneficiary acts to enforce her legal rights, obtain court
5 instruction regarding proper administration, seeks to enforce the trustee's fiduciary duties,
6 or institutes and maintains a legal action in good faith and based on probable cause. NRS
7 163.00195(4). See also Matter of ATS 1998 Tr., No. 68748, 2017 WL3222533, at *4 ("[T]he
8 purpose of a no-contest clause is to enforce the settlor(s)' wishes, not to discourage a
9 beneficiary from seeking his or her rights."). A legal action is based on probable cause
10 when the facts and circumstances *available to the beneficiary*, or a properly informed and
11 advised reasonable person, "would conclude that the trust, the transfer of property into
12 the trust, any document referenced in or affected by the trust or any other trust-related
13 instrument is invalid." NRS 163.00195(4)(e) (emphasis added).

14 6. A trustee has a duty to act impartially, based on what is fair and reasonable
15 to all beneficiaries. Specifically, "the trustee shall act impartially in investing and
16 managing the trust property, taking into account any differing interests of the
17 beneficiaries." NRS 164.720(1). "[I]t is the trustee's duty, reasonably and without personal
18 bias, to seek to ascertain and to give effect to the rights and priorities of the various
19 beneficiaries or purposes as expressed or implied by the terms of the trust." RESTATEMENT
20 (THIRD) OF TRUSTS § 79 (2007).

21 7. "In all matters connected with [the] trust, a trustee is bound to act in the
22 highest good faith toward all beneficiaries and may not obtain any advantage over the
23 latter by the slightest misrepresentation, concealment, threat, or adverse pressure of any
24 kind." Charleson v. Hardesty, 108 Nev, 878, 882, 839 P.2d 1303, 1306 (1992) (quoting
25 Morales v. Field, 160 Cal.Rptr. 239, 244 (1980)).

26 8. This Court may remove a trustee for good cause, including breach of
27 fiduciary duties. NRS 156.070; NRS 163.115; NRS 163.190; NRS 163.180; NRS 164.040(2);
28 see also Diotallevi v. Sierra Dev. Co., 95 Nev. 164, 591 P.2d 270 (1979) (explaining court has

1 “full equitable powers” to redress breach of trust). Removal may be appropriate when
2 there is significant animosity between the trustee and a beneficiary, such that it has the
3 potential to materially interfere with the proper administration of the trust. Acorn v.
4 Monecchi, 386 P.3d 739, 760 (Wyo. 2016) (explaining the relevant question is whether
5 “hostility, in combination with existing circumstances, materially interferes with the
6 administration of the trust or is likely to cause that result”); In re Estate of Stuchlik, 857
7 N.W.2d 57, 70 (Neb. 2014) (stating a trustee cannot act impartially when “influenced by . . .
8 animosity toward individual beneficiaries”); BOGERT, LAW OF TRUSTS AND TRUSTEES § 129
9 (3d rev. ed. 2019) (explaining where there is potential for a conflict of interest to arise from
10 the dual status of a trustee who is also a beneficiary, removal of the trustee may be
11 appropriate); see also Dennis v. R.I. Hosp. Trust Nat. Bank, 571 F. Supp. 623, 639 (D.R.I.
12 1983) (discussing removal may be appropriate when the court could expect “that future
13 Trust transactions will be scrutinized by the beneficiaries” as a result of lengthy and
14 antagonistic litigation). Additionally, conflict between the trustee and beneficiary may
15 form a basis for removal when personal contact or collaboration is required for the
16 administration of the trust. Blumenstiel v. Morris, 180 S.W.2d 107, 109 (Ark. 1944). “The
17 purpose of removing a trustee is not to inflict a penalty for past action, but to preserve
18 trust assets.” Getty v. Getty, 205 Cal.App.3d 134, 140 (1988).

19 9. Attorney’s fees are not allowed to a prevailing party absent a contract,
20 statute, or rule to the contrary. See Smith v. Crown Fin. Servs., 111 Nev. 277, 890 P.2d 769
21 (1995) (analyzing the American and English rules regarding attorney’s fees and their
22 intersection with Nevada Law). NRS 18.010(2)(b) provides that this Court may award
23 attorney’s fees when it finds a claim was brought or maintained without reasonable
24 ground, or to harass the prevailing party. Pursuant to NRCP 68(a), “[a]t any time more
25 than 21 days before trial, any party may serve an offer in writing to allow judgment to be
26 taken in accordance with its terms and conditions.” If an offer is not accepted within the
27 prescribed time period, it will be considered rejected by the offeree. NRCP 68(e). If an
28 offeree rejects an offer and fails to obtain a more favorable judgment, “the offeree must

1 pay the offeror's post-offer costs and expenses, including . . . reasonable attorney fees, if
2 any be allowed, actually incurred by the offeror from the time of the offer." NRCP
3 68(f)(1)(B) (emphasis added).

4 10. "[T]he purpose of NRCP 68 is to encourage settlement . . . not to force
5 plaintiffs unfairly to forego legitimate claims." Beattie v. Thomas, 99 Nev. 579, 588, 668
6 P.2d 268, 274 (1983). To determine whether an award of fees is appropriate, a court must
7 consider and weigh the following factors: (1) whether the claim was brought in good faith;
8 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
9 amount; (3) whether the decision to reject the offer and proceed to trial was grossly
10 unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable
11 and justified in amount.⁶ Beattie, 99 Nev. at 588-89, 668 P.2d at 274. No one Beattie factor
12 is outcome determinative, and each should be given appropriate consideration. Yamaha
13 Motor Co., USA v. Arnoult, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673 n.16 (1998).

14 11. A proceeding concerning a trust "does not result in continuing supervisory
15 proceedings, and the administration of the trust must proceed expeditiously in a manner
16 consistent with the terms of the trust, without judicial intervention or the order, approval
17 or other action of any court, unless the jurisdiction of the court is [properly] invoked . . . as
18 provided by other law." NRS 164.015(7).

19 Equitable Issues

20 The following equitable issues and arguments are before this Court:

21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust
23 accountings without further examination, to include approval of trustees' fees, attorneys'

24
25 ⁶ When considering the fourth Beattie factor, the court must consider the Brunzell factors. See Shuette v.
26 Beazer Homes Holdings Corp., 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). These factors include the
27 following: "(1) the qualities of the advocate: his or her ability, training, education, experience, professional
28 standing, and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, time and
skill required, the responsibility imposed and the prominence and character of the parties where they affect
the importance of litigation; (3) the work actually performed by the lawyer: the skill, time, and attention
given to the work; and (4) the result: whether the attorney was successful and what benefits were derived."
Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 fees, and payment of other professional fees and administrative expenses.⁷ Wendy
2 opposes and asks this Court to order the trustees to prepare statutory compliant
3 accountings that disclose assets, values, transactions, and other acts of trust
4 administration. Wendy further argues that if the amended accountings are untimely or
5 noncompliant, this Court should find and remedy the trustees' breach of fiduciary duties.

6 The timing and form of accountings are prescribed by statute. But an accounting is
7 more than a formulaic compilation of data. An accounting is given to provide notice. Just
8 as facts in controversy vary from case to case, an accounting must be adjusted as the trust
9 estate requires. The trusts before this Court are complex because of the multiple layers of
10 entity and fractional ownership. They are further complicated by fluid and often
11 unknown values. This Court generally agrees with Wendy that the accountings fail to
12 provide adequate notice because they reveal only a portion of Sam's complex affairs – they
13 are mere pieces in a much larger puzzle and are ineffective when only reviewed in
14 isolation.⁸ Instead, the accountings created confusion and engendered suspicion. The
15 trustees attempted to answer Wendy's questions informally and made their professionals
16 available to answer Wendy's questions. But the accountings should have included more
17 explanatory details. The best example of how the accountings failed to provide actual and
18 adequate notice occurred when Todd testified Wendy could expect to receive \$4 million
19 from a variety of sources. While the trustees may have provided explanations through
20 accountants and settlement offers, Wendy's beneficial expectancy is not apparent from the
21 accountings or evidence of the trustees' pre-trial explanations.

22 However, this Court also notes that Wendy's complaints about the content and
23 general timing of the accountings were presented to the jury in the legal phase of trial and
24 are therefore facts common to the equitable claims. The jury presumably considered all
25 evidence when deliberating its verdict. The verdict is an express or implicit rejection of

26
27 ⁷ The relevant accountings are for the Issue and Family Trusts (April, 2013 through December, 2017) and
Wendy's subtrust (2013 – 2016).

28 ⁸ Wendy argues: "While in some circumstances, preparing and delivering accountings in the format
provided by NRS 165.135 may fully satisfy a fiduciary's requirement to account and fully disclose, that is not
and cannot be the case for these very complex trusts."

1 Wendy's complaints about the accountings. Accordingly, this Court will not provide
2 equitable relief regarding the accountings, which were constructively approved and
3 confirmed by the jury's verdict. In so doing, this Court does not countenance the trustees'
4 arguments that all accountings and disclosures complied with Nevada law, to include
5 NRS 165.135(4)(a), which allows for a statement prepared by a CPA containing summaries
6 of the information required by NRS 165.135(1). This Court simply orders that all litigation
7 regarding the accountings in existence at the time of the jury trial must end.⁹ The nature of
8 the accountings influence this Court's decision regarding attorneys' fees and the no-
9 contest provisions of the trust.

10 2. *Validity of the Agreements and Consents to Proposed Actions (ACPAs) and*
11 *Indemnification Agreements*

12 Todd as trustee of the Issue Trust, and Todd and Michael Kimmel as co-trustees of
13 the Family Trust, ask this Court to ratify and approve the ACPAs, thus relieving them of
14 liability for actions reasonably taken in reliance upon them. They (and Todd individually)
15 also ask this Court to affirm the indemnification agreements. Wendy opposes and asks
16 this Court to invalidate the ACPAs and rescind any transactions accomplished through
17 them. She also contests Stan and Todd's indemnification agreements and asks that any
18 transactions accomplished through them be invalidated and set aside. Each party presents
19 substantial arguments supporting their respective positions. This Court again returns to
20 the scope and content of the jury trial and the facts common to legal and equitable claims.
21 While the attorneys argued to the jury that this Court would decide the validity of the
22 ACPAs and indemnification agreements, each of the challenged documents and related
23 transactions were thoroughly presented and argued to the jury – including document
24 preparation, execution, and other formation irregularities. Thus, at least, the jury verdict is
25 an implicit rejection of Wendy's arguments.

26 Having considered all arguments, this Court concludes it will neither affirm nor

27
28 ⁹ The trustees may wish to modify the form of future accountings to provide better notice and explanations
to the beneficiaries. Otherwise, they risk objections this Court may be inclined to grant, including an award
of attorney's fees.

1 reject the ACPAs and indemnification agreements. They cannot be segregated from the
2 legal claims presented to the jury and now subsequently argued in support of equitable
3 relief. The jury constructively approved and affirmed the ACPAs and indemnification
4 agreements when it reached its verdict. The verdict prevents additional litigation and
5 precludes liability exposure for actions taken in reliance upon these documents. All claims
6 involving the disputed ACPAs and indemnification agreements shall end with the jury's
7 verdict. Nonetheless, the ACPAs and indemnification agreements also influence this
8 Court's decision regarding attorneys' fees and the no-contest provisions.

9 3. *Violation of the no-contest provisions of the trusts*

10 All trustees except Stan ask this Court to declare that Wendy violated the no-contest
11 provisions of the trusts when she initiated and maintained this litigation. Wendy opposes
12 and asks this Court to declare that Todd violated the no-contest provisions when he filed
13 the initial petition and later moved to dismiss her litigation. The trustees' request deserves
14 analysis, whereas Wendy's request is retaliatory and made with little legal basis or
15 support from the trust instruments.

16 Wendy sought to enforce her rights, obtain instructions, and remedy a breach of
17 fiduciary duties. The jury agreed that Todd breached his fiduciary duties. Further, based
18 upon the information she possessed, she had probable cause to seek invalidation of
19 transfers and other acts of trust administration. This Court must distinguish between the
20 *existence* of probable cause for initiating and maintaining this action with the manner in
21 which the probable cause was *litigated*. As noted elsewhere, Wendy and Stan had
22 probable cause to seek answers to questions raised by the accountings and other events of
23 trust administration. Thus, while Wendy's litigation zeal and overreaching jury demand
24 may implicate Sam's intention to disincentivize litigation, Wendy's legal actions were
25 authorized and do not create a bar to her beneficial rights.

26 4. *Unjust enrichment and constructive trust*

27 Wendy asks this Court to impress a constructive trust to cure unjust enrichment
28 caused by fraud, breach of fiduciary duty, and self-dealing. Todd, Stan, and the trustees

1 make several arguments in opposition to Wendy's request. This Court disagrees with
2 Wendy's position. Wendy's allegations of misconduct, document impropriety, and self-
3 dealing underlying her request for equitable relief are inseparable from the legal claims
4 she presented to the jury. Wendy has been awarded damages for Todd's breach of
5 fiduciary duties. Any other equitable relief would constitute double recovery and alter the
6 jury's verdict in violation of the Seventh Amendment and its interpretative decisions.

- 7 5. *Removal of trustees*
8 *Disgorgement of trustee fees*
9 *Use of trust funds to initiate petition and defend against Wendy's counterpetition*
 Award of attorneys' fees

10 Wendy relies upon her same arguments when asking this Court to remove the
11 trustees, order the trustees to disgorge trustee fees, and deny the use of trust funds to
12 present their petitions and defend against her counterpetition. The parties present
13 substantial authorities and arguments (and other moving papers) relating to attorneys'
14 fees.

15 There is no basis to consider the removal of any trustee except Todd. The two bases
16 to remove Todd are 1) the jury's verdict that Todd breached his fiduciary duties, and 2)
17 this Court's observation that Todd's neutrality is conflicted by his own interests and
18 animus towards Wendy. This Court concludes removal would be unjust and
19 incommensurate for several reasons: 1) Todd is Sam's designated and preferred trustee, 2)
20 other trustees will diffuse Todd's conflicts and reduce the personal contact between Todd
21 and Wendy, 3) the remedy against Todd's breaches and conflicts are made through other
22 orders regarding attorneys' fees, disgorgement of trustee's fees, and inapplicability of the
23 no-contest provisions, 4) Todd's own affairs are inseparable from trust administration and
24 his removal as trustee will not sever him from trust business; he will remain involved in
25 Jaksick family affairs through his ongoing management and ownership of several other
26 related entities, 5) the expenses of removing Todd and educating a successor trustee
27 would be expensive and inefficient, and 6) Wendy's suggestion that a commercial trustee
28 serve as successor trustee for all trustees is neither warranted nor workable.

 However, based upon the jury's verdict that Todd breached his fiduciary duties

1 (and secondarily, this Court's findings about the timing and content of the accountings),
2 this Court grants Wendy's request that Todd disgorge or disclaim all trustee's fees from
3 the inception of his trusteeship through the date when final judgment is entered. The
4 amount disgorged or otherwise forfeited may serve as an offset against the 25% of
5 trustees' attorneys' fees Todd is ordered to pay, as set forth below. This Court confirms
6 trustee fees to all other trustees.

7 There are several requests regarding attorney's fees as a trust expense. This Court's
8 discretionary resolution of the fees requests is bound by all facts of record and influenced
9 by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement
10 agreement between Todd and Stan) and uncertainties created by notarial malfeasance.

11 This Court first orders that Stan Jaksick and Michael Kimmel's attorneys' fees be
12 chargeable to the trust and paid from trust corpus. This Court's decision regarding
13 Wendy and Todd's fees (both as trustee and individually) are more complicated. There
14 are competing facts and legal principles, which this Court analyzes in the aggregate and
15 not in isolation. In particular, the NRCP 68 request cannot be considered narrowly, but
16 instead, must be viewed by a totality of the case proceedings and statutory authorities
17 governing trustees. There are several options before this Court:

- 18 - Order the trust to pay all, some, or none of Wendy's fees
19 because she successfully obtained a verdict that Todd breached
20 his fiduciary duties as trustee.
- 21 - Order the trust to pay all, some, or none of the fees Todd
22 incurred as trustee because, even though he breached his
23 fiduciary duties, he qualitatively and quantitatively prevailed
24 against other claims asserted by Wendy.
- 25 - Order Wendy to pay fees Todd incurred because she brought
26 or maintained her action without reasonable grounds or to
27 harass.
- 28 - Order Wendy to pay fees Todd incurred as trustee of the Issue
Trust because she rejected his \$25,000 offer of judgment.
- Order Wendy to pay fees Todd incurred individually because

1 she rejected his \$25,000 offer of judgment.

- 2 - Discretionarily decline to order Wendy to pay fees pursuant to
3 the offers of judgment.

4 On August 29, 2018, Todd offered Wendy to have judgment entered against him
5 individually in the amount of \$25,000. He also offered Wendy to have judgment entered
6 against him as trustee of the Issue Trust in the amount of \$25,000. The jury did not make
7 any adverse findings against Todd individually, but it concluded Todd breached his
8 fiduciary duties as trustee and awarded \$15,000 to Wendy. With adjustments for interest,
9 the amount Wendy will receive is almost indistinguishable from the \$25,000 Todd offered
10 as trustee. To the extent there is a *de minimis* distinction, the difference is not enough in a
11 dispute that incurred several million dollars of fees and involved tens of millions in
12 controversy.

13 An offer of judgment must be an authentic attempt to settle a dispute. The offer of
14 judgment benefit is not automatically conferred. Instead, this Court must carefully
15 analyze the offer and discretionarily apply it to the unique facts of each case. This Court
16 and counsel are familiar with the American Rule of attorneys' fees and discretionary
17 application of NRCP 68. This Court's discretion exists to encourage parties to convey
18 legitimate offers to resolve their disputes. Of course, judicial discretion is controversial to
19 those who are aggrieved, and it is unpredictable to all.

20 On one side, offers that are appropriate in time and amount will cause the non-
21 offering party to become realistic and engage in genuine risk/benefit analyses. These
22 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
23 disputes before trial, they should be in an amount the non-offering party cannot decline in
24 good faith. Defendants who perceive no liability exposure chafe against making time- and
25 amount-appropriate offers because they resent the payment of any money to a party they
26 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
27 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
28 settlement--they are strategic devices to shift the risk of fees by offering illusory

1 consideration to end litigation.

2 This Court's discretion is guided by the unique facts and procedural history of this
3 case. This Court analyzes the Beattie factors as follows:

4 *Whether Wendy's claims were brought in good faith?* Wendy believed in good faith that
5 she suffered damages from Todd's individual and fiduciary misconduct. She trusted the
6 court system and exercised her constitutional right to jury trial. This Court concludes that
7 Wendy's claims against Todd as trustee of the Issue Trust were brought in good faith.
8 Wendy's concerns are countenanced, in large part, by the questions raised by the
9 accountings, Stan's separate allegations against Todd, document anomalies, and the optics
10 of Todd's disproportionate benefit from Sam's business and trust affairs. The good-faith
11 nature of Wendy's claims against Todd individually are more difficult to discern. In the
12 final analysis, Wendy had some cause to initiate the claims against Todd individually, but
13 as discovery progressed, Wendy's cause to pursue Todd individually diminished. This
14 factor weighs slightly in Wendy's favor regarding the Issue Trust offer of judgment and is
15 neutral regarding Todd's individual offer of judgment.¹⁰

16 *Whether Todd's offers were reasonable and in good faith in both timing and amount?* This
17 Court has wrestled with the question of whether the offers of judgment were brought in
18 good faith in both timing and amount. These offers of judgment were made six months
19 after Wendy filed her amended counter-petition, when discovery was still in its infancy.
20 This Court concludes the amounts offered were neither good faith/reasonable nor
21 strategic bad faith/unreasonable. They fall within the continuum between those two
22 categories. Todd knew, or should have known, the fees incurred through continuing
23 litigation alone would substantially overshadow the offered amounts. Todd knew, or
24 should have known, that Wendy would never accept \$25,000 to resolve her claims against
25 him as trustee of the Issue Trust.

26 However, Todd also had cause to believe he would prevail at trial, a fact now
27

28 ¹⁰ Because this Court finds Wendy brought her claims in good faith, this Court concludes fees under NRS
18.010(2)(b) are not warranted.

1 proven with respect to the claims against him individually. Todd's subjective belief about
2 the strength of his position is legally relevant. "[W]here the offeror has a reasonable basis
3 to believe that exposure to liability is minimal, a nominal offer is appropriate." Arrowood
4 Indem. Co. v. Acosta, Inc., 58 So. 3d 286, 289 (Fla. Dist. Ct. App. 2011) (discussing the good
5 faith prong of an offer of judgment from a Florida statute analogous to NRCP 68). At the
6 time Todd made his individual offer, Wendy had been unable to present coherent facts
7 underlying her claims against him personally. He therefore had reason to believe
8 Wendy's claims against him individually were weak or lacked merit. See Beach, 958 F.
9 Supp. at 1171 (holding defendant's offer was reasonable even though plaintiff's alleged
10 damages exceeded the offer's amount "given the weaknesses defendant perceived in
11 plaintiff's case."); see also Scott-Hop v. Bassek, Nos. 60501, 61943, 2014 WL 859181 at *6
12 (Feb. 28, 2014) (holding reasonable an offer of \$25,000 even though plaintiff's alleged
13 medical expenses were over \$150,000 because of the uncertainty of plaintiff's case and
14 defendant's summary judgment motion); Max Bear Productions, Ltd. v. Riverwood
15 Partners, LLC, No. 3:09-CV-00512-RCJ-RAM, 2012 WL 5944767 (D. Nev. Nov. 26, 2012)
16 ("The token \$1,000 offer may appear to have been made simply for the procedural purpose
17 of preserving rights to fees . . . should Defendant win a judgment. However, the
18 weaknesses of Plaintiff's case made this token offer reasonable."); Arrowood, 58 So. 3d at
19 289-90 (holding a court is required to consider an offeror's subjective belief that an offer is
20 reasonable and not just objective factors).

21 This Court concludes the second factor to consider is neutral regarding the Issue
22 Trust and does not inure to any party's favor or disfavor. Todd hoped he would prevail at
23 trial, but given the financial and documentary complexity, discovery delays and disputes
24 (including Todd's continued depositions long after the offers of judgment were made), the
25 untimely accountings, incomplete discovery, and the amounts in controversy, the offer
26 does not appear to be made with the good-faith intention of settling Wendy's claims. In
27 contrast, Todd's offer to settle Wendy's claims against him individually for the payment of
28 \$25,000 appears more reflective of the circumstances and was made with a good-faith

1 intention to settle the claims. Thus, this factor favors Todd individually.

2 *Whether Wendy's decision to reject the offer and proceed to trial was grossly unreasonable*
3 *or in bad faith?* Wendy's decision to reject Todd's offer as trustee of the Issue Trust was not
4 grossly unreasonable or in bad faith. The offer arrived early in discovery. Wendy had
5 incurred substantially more in fees than the offered amount and she was entitled to
6 examine her legal position after discovery was received. In contrast, her decision to reject
7 Todd's individual offer is less reasonable, yet this Court cannot conclude her rejection was
8 grossly unreasonable or made in bad faith. Her decision was simply unwise in retrospect
9 and she cannot now be relieved of its consequences. This third factor weighs in favor of
10 Wendy regarding the Issue Trust and is neutral regarding Todd's personal liability.

11 *Whether the fees sought are reasonable and justified in amount?* Todd's individual and
12 trustee attorneys are experienced in law and trial. They have exemplary records of service
13 in our legal community and they obtained a positive outcome for their clients. After
14 considering each of the Brunzell factors, this Court finds the fees sought by Todd
15 individually from the date of the offer are reasonable in light of his experienced and
16 effective attorneys, duration and scope of litigation, and the result obtained. However,
17 the aggregate fees this Court expects Todd to seek as trustee of the Issue Trust are not
18 justified when the offered \$25,000 is compared to the jury verdict. Shifting substantial
19 attorneys' fees to Wendy is unjustified in this instance. Regarding Todd's individual fees,
20 the amounts are reasonable and justified when charged against Wendy. This factor is
21 neutral with respect to the Issue Trustee offer and favors Todd with respect to his
22 individual offer of judgment.

23 For these reasons, this Court orders as follows:

- 24 a. The trusts shall pay 100% of the fees incurred by their attorneys in
25 representation of the trustees. However, Todd shall reimburse the
26 trusts from his personal resources for 25% of the amount paid because
27 the jury determined he breached his fiduciary duties. Provided,
28 however, Todd is entitled to reduce this 25% personal obligation by

1 the amount of trustee's fees he is ordered to disgorge.

- 2 b. Wendy is *not* required to pay fees Todd incurred as trustee because
3 she rejected the \$25,000 offer of judgment.
- 4 c. Wendy *shall* pay 100% of fees Todd incurred individually from the
5 date the offer of judgment was made. Provided, however, Todd shall
6 be Wendy's judgment creditor and have no greater access to payment
7 than any other judgment creditor. Todd may attach or anticipate
8 Wendy's distributive share only if there are no spendthrift provisions
9 within the trust instruments that prohibit such creditor collection
10 efforts. If such spendthrift provisions exist, distributions shall be
11 made to Wendy and Todd may seek collection efforts against Wendy
12 personally, subsequent to the distribution. The trustees (including
13 Todd) shall carefully measure Todd's rights as an individual
14 judgment creditor with their fiduciary duties owed to Wendy as a
15 beneficiary.
- 16 d. The Trusts shall pay a combined attorneys' fee of \$300,000 to Wendy's
17 attorneys for prevailing in the claim against Todd for breach of
18 fiduciary duties. This payment shall be made directly to Wendy's
19 attorneys without Wendy's signatory participation as a client or trust
20 beneficiary.
- 21 e. All fees ordered shall be treated as general trust administration
22 expenses and not allocated to any beneficiary's distributive share.
- 23 f. Todd is not required to indemnify the trust for the \$300,000 payable to
24 Wendy's attorneys because he is already ordered to pay 25% of the
25 aggregate fees incurred in representation of the trustees.
- 26 g. The request for oral arguments is denied.

27 **Other Issues**

- 28 1. *Second supplement to first amended counterpetition*

1 On May 9, 2019 (after the legal phase of trial but before the equitable trial), Wendy
2 filed a Second Supplement to her First Amended Counterpetition in which she continued
3 her theme about untimely accountings. Wendy asks this Court to consider the new fact
4 allegation the Family Trust co-trustees failed to prepare and deliver accountings for the
5 Family Trust and Wendy Subtrust for the period from January 1, 2018, to December 31,
6 2018. She requests the production and delivery of these accountings and asks that the
7 trustees be sanctioned. The trustees (including Todd and Stan individually) moved to
8 strike Wendy's supplement because it was filed after the August 2, 2018, deadline to file
9 motions to amend pleadings and violated NRCP 15(d).¹¹ The 2018 accountings were
10 provided to Wendy in early July, 2019, thus rendering Wendy's request to compel moot.

11 It appears the accountings were untimely and this Court agrees Wendy could not
12 have filed the supplement until after the deadline for providing the 2018 accountings had
13 passed. However, the 2018 accountings are not part of the underlying litigation. This
14 Court declines Wendy's invitation to enlarge this litigation to satisfy judicial economy.
15 This litigation is bounded by the pleadings and cannot remain an open receptacle to
16 receive real-time allegations of inappropriate trust administration. The supplement is
17 stricken as beyond the scope of claims before this Court. Wendy may file a separate action
18 challenging the timing and content of the 2018 accountings if she is so inclined. This Court
19 neither encourages nor discourages such litigation.

20 2. *The Lake Tahoe property*

21 Though not placed within a certain claim for relief within her pleadings, Wendy
22 asks this Court to rescind all transactions involving the Lake Tahoe home and restore title
23 to the SSJ LLC, which was 100% owned by the Family Trust. Wendy continues to
24 overwhelm this Court with repetitive and lengthy arguments about the option
25 agreements, forgery, fraud, fiduciary duties, unjust enrichment, trustor intentions,
26 consideration, etc. All of Wendy's arguments were presented to the jury and rejected in
27

28 ¹¹ Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

1 the jury's verdict. This Court will not enter any order granting relief to Wendy regarding
2 the Lake Tahoe home.

3 3. *Future distributions*

4 On July 23, 2019, Wendy filed an Emergency Motion to Compel Distribution from
5 the Family Trust. She alleged she was being evicted from her home in Texas and needed
6 money to relocate to either Arizona or Reno. Wendy asked this Court to order the trustees
7 of the Family Trust to distribute \$6,000 for a deposit on a new apartment and \$5,000 per
8 month for living expenses. Wendy further asks this Court to advise the trustees regarding
9 the schedule of other distributions for living expenses. Wendy's motion is denied. This
10 Court will not supervise trust administration on an ongoing basis. It will not provide
11 advisory guidance or otherwise order the trustees regarding administration and
12 distributions. Instead, it will adjudicate disputes through normal judicial processes.
13 Wendy may initiate separate litigation if she is so inclined.

14 4. *Costs.*

15 Todd Jaksick as an individual, Duck Lake Ranch, LLC, and Incline TSS, are the
16 prevailing parties entitled to statutory and reasonable costs. All other parties may file cost
17 memoranda as authorized by law.

18 **Conclusions**

19 1. This Court does not confirm the accountings. However, the substance of the
20 accountings were presented to the jury and fall within the jury's verdict. Thus, this Court
21 will not allow additional litigation as to any accounting that formed the basis for Wendy's
22 legal claims. All future accountings shall be timely and formulated to provide the
23 beneficiaries with adequate notice of values, transactions, and other acts of trust
24 administration. The trustees are authorized to pay, at Wendy's request, a portion of
25 Wendy's distributive shares to Wendy's designated financial professional who will assist
26 her to understand the accountings and interact with the trustees.

27 2. This Court does not confirm the ACPAs or indemnification agreements.
28 However, the substance of the ACPAs and indemnification agreements were presented to

1 the jury and fall within the jury's verdict. This Court will not allow additional litigation as
2 to any of the ACPAs and indemnification agreements that formed the basis for Wendy's
3 legal claims.

4 3. The trustees' request to impose no-contest penalties against Wendy is
5 denied.

6 4. Wendy's claims for unjust enrichment and constructive trust are denied.

7 5. Todd is confirmed as trustee of Issue Trust and co-trustee of Family Trust.
8 All other trustees are also confirmed.

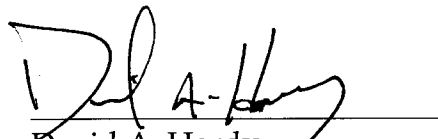
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject
10 to the fees award provisions.

11 7. This Court anticipates the parties will seek clarification and other relief
12 through additional motion work. The attorneys' fees provisions in this order reflect the
13 entirety of this Court's intentions regarding fees. This order also reflects the entirety of
14 this Court's intentions regarding all other pending matters.

15 8. Todd and the trustees may submit a proposed judgment consistent with the
16 jury's verdict and this order on equitable claims.

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

19
20
21 
22 David A. Hardy
23 District Court Judge
24
25
26
27
28

ORIGINAL

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

WENDY JAKSICK,

Petitioner,

CASE NO.: PR17-00445

v.

DEPT. NO.: 15

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the
SSJ's Issue Trust; MICHAEL S. KIMMEL,
Individually and as Co-Trustee of the
Samuel S. Jaksick Jr. Family Trust;
STANLEY S. JAKSICK, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY,
Individually, as Former Trustee of the
Samuel S. Jaksick Jr. Family Trust, and
as Trustee of the Wendy A. Jaksick 2012
BHC Family Trust, INCLINE TSS, LTD.;
DUCK LAKE RANCH, LLC; SAMMY SUPERCUB
LLC, SERIES A,

CASE NO.: PR17-00446

DEPT. NO.: 15

VERDICT

Respondents.

/ / /

/ / /

/ / /

/ / /

1 We, the jury, duly impaneled in the above-entitled action,
2 find that Petitioner, Wendy Jaksick, has proven her **breach of**
3 **fiduciary duty claim**, by a preponderance of evidence, against:

4 (Please circle only one for each line item)

5 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
6 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
7 TODD JAKSICK (as Co-Trustee of Family Trust)	<input checked="" type="radio"/> YES	NO
8 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
9 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
10 TODD JAKSICK (as Trustee of Issue Trust)	<input checked="" type="radio"/> YES	NO

11 We, the jury, duly impaneled in the above-entitled action,
12 find that Petitioner, Wendy Jaksick, has proven her **civil**
13 **conspiracy and aiding and abetting claim**, by preponderance of
14 evidence, against:

15 (Please circle only one for each line item)

16 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
17 KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
18 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
19 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
20 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
21 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
22 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
23 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
24 MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

25 / / /

26 / / /

1 We, the jury, duly impaneled in the above-entitled action,
2 find that Petitioner, Wendy Jaksick, has proven her **aiding and**
3 **abetting breach of fiduciary duty claim**, by a preponderance of
4 evidence, against:

5 (Please circle only one for each line item)

6 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
7 KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
8 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
9 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
10 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
11 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
12 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
13 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
14 MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

15 We, the jury, duly impaneled in the above-entitled action,
16 find that Petitioner, Wendy Jaksick, has proven her **fraud claim**
17 by clear and convincing evidence, against:

18 (Please circle only one for each line item)

19 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
20 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
21 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO

22
23 (If you circled "yes" to **ANY** of the above claim(s) correlating
24 to **ANY** respondent then proceed to and answer Questions 1 AND 2.
25 If you answered "no" to **ALL** of the above then skip Questions 1
26 AND 2 and sign and date verdict form.)

27 / / /

28 / / /

/ / /

1. We, the jury, duly impaneled in the above-entitled action, having found in favor of Petitioner, Wendy Jaksick, on one or more of her claims against one or more of the Respondents, find that she has proven by a preponderance of evidence the amount of her damages, assess her damages to be \$ 15,000.⁰⁰

2. Has Wendy Jaksick established by clear and convincing evidence that any of the Respondents acted with fraud, oppression, or malice?

(Please circle only one for each line item)

KEVIN RILEY YES NO

STAN JAKSICK YES NO

TODD JAKSICK YES (NO)

MICHAEL KIMMEL YES NO

DATED this 4 day of March, 2019.

Queen Sedler
FOREPERSON

FILED
Electronically
PR17-00445
2020-07-21 05:36:22 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 17001981 : cvlori

Exhibit 3

Exhibit 3

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

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

CONSOLIDATED

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

No. PR17-00446

Dept. No. 15

ORDER RESOLVING SUBMITTED MATTERS

This lengthy dispute has been difficult for the litigants and all are aggrieved by the process and outcome. This Court anticipated additional litigation (especially regarding fees and costs) when it entered its Order After Equitable Trial on March 13, 2020. It therefore signaled to the parties that it had considered all issues, evidence, arguments, and authorities. Regarding fees and costs, this Court wrote: 1) its "discretionary resolution of the fees requests is bound by all facts of record and influenced by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement agreement between Todd and Stanley) and uncertainties created by notarial malfeasance," 2) "[t]here are competing facts and legal principles, which this Court analyzes in the aggregate and not in isolation," 3) the "NRCF 68 request cannot be considered narrowly, but instead, must be viewed by a totality of the case proceedings and statutory authorities governing trustees," 4) "[t]his Court's discretion is guided by the unique facts and procedural history of this case," and

1 5) "[t]his Court anticipates the parties will seek clarification and other relief through
2 additional motion work. The attorneys' fees provisions in this order reflect the entirety of
3 this Court's intentions regarding fees. This order also reflects the entirety of this Court's
4 intentions regarding all other pending matters."

5 By order dated April 21, 2020, this Court denied Wendy Jaksick's costs. It again
6 attempted to signal to the parties that it had considered all issues, evidence, arguments,
7 and authorities. After expressing concern about how costs could be segregated between
8 parties and claims, it wrote: "This Court anticipated costs litigation when it awarded fees
9 to Wendy's counsel. Like all other issues, the issue of awardable costs cannot be viewed in
10 isolation; instead, it must be viewed as a small part of a larger whole. This Court's cost
11 analysis is embedded in the fee award." After identifying Michael Kimmel and Kevin
12 Riley as prevailing parties, this Court wrote: "The problem this Court anticipates is that
13 Messrs. Kimmel and Riley will be unable to clearly distinguish and articulate costs
14 associated with their defense that do not overlap into the costs associated with Todd's
15 defense. Thus, it is unlikely this Court will order Wendy to pay their costs."

16 The parties have now filed moving papers after the Order After Equitable Trial that
17 aggregate to more than 1,300 additional pages in the court record. The tone of some
18 arguments has subtly changed, becoming negative. This Court identified the law
19 governing fees and costs in previous orders and will not repeat itself in this order. NRCP
20 59(e) relief may be granted to correct manifest errors of law or fact, address newly
21 discovered or previously unavailable evidence, respond to a change in controlling law, or
22 to prevent manifest injustice. AA Primo Builders, LLC v. Wash., 126 Nev. 578, 582, 245
23 P.3d 1190, 1193 (2010) (internal citations omitted). Manifest injustice exists where the
24 decision is obviously contrary to the evidence. Kroeger Props. & Dev., Inc. v. Silver State
25 Title Co., 102 Nev. 112, 114, 715 P.2d 1328, 1330 (1986) (quoting Price v. Sinnott, 85 Nev.
26 600, 608, 460 P.2d 837, 842 (1969)). An NRCP 59(e) motion "may not be used to relitigate
27 old matters, or to raise arguments or present evidence that could have been raised prior to
28 the entry of judgment." 11 Charles Alan Wright et al., FEDERAL PRACTICE AND PROCEDURE §

1 2810.1 (3d ed.) (footnotes omitted).

2 The following submitted matters are resolved as follows:

3 1. **Todd Jaksick's individual claim for attorneys' fees and costs for equitable**
4 **trial.** Consistent with this Court's prior analysis and decision, the motion is granted.

5 Todd is awarded against Wendy the amount of \$4,749.67 in costs and attorneys' fees of
6 \$103,375.00. Interest shall accrue at the legal rate. Todd may attach or anticipate Wendy's
7 distributive share only if there are no spendthrift provisions within the trust instruments
8 that prohibit such creditor collection efforts. If such spendthrift provisions exist,
9 distributions shall be made directly to Wendy and Todd may seek collection efforts
10 against Wendy personally, subsequent to the distribution.

11 The motion is granted; Todd Jaksick may submit a proposed judgment consistent
12 with this provision.

13 2. **Kevin Riley and Michael Kimmel's motions for attorneys' fees and costs.**
14 Messrs. Riley and Kimmel seek attorneys' fees and costs against Wendy individually
15 pursuant to NRS 7.085, NRS 18.005, 18.010(2)(b), NRS 18.020(3), and NRCP 68. They
16 tacitly concede they cannot segregate their fees and costs from the fees and costs incurred
17 in representation of all aligned trustees. They therefore propose the simplistic but
18 understandable allocation of 25% each of all fees and costs incurred by the trustees
19 represented by Mr. Lattin and the attorneys at Maupin Cox & LeGoy. Their proposed
20 allocation does not accommodate the consistent and overwhelming observation this Court
21 made throughout this proceeding: Mr. Lattin (and other attorneys associated with Mr.
22 Lattin through the Law Firm of Maupin Cox & LeGoy) provided a single, common
23 representation for similarly situated trustees. But Todd is at the core of the representation
24 and Todd's fees and costs would be the same or only imperceptibly different if Messrs.
25 Riley and Kimmel were not parties.¹ Although prevailing parties, Messrs. Riley and

26 _____
27 ¹ The distinction between trustees is largely illusory. This dispute is about three siblings, two of whom were
28 given management responsibility and fiduciary duties. Having presided over all phases of this dispute, and
reading all file materials at various times during the pendency of this action, it is virtually impossible to
comprehend how the litigation would have been different if Messrs. Kimmel and Riley were not parties.

1 Kimmel failed to make a reasonable showing of individuated costs. They have failed to
2 “clearly distinguish and articulate costs associated with their defense that do not overlap
3 into the costs associated with Todd’s defense.”

4 This Court anticipated these motions when it developed its Order After Equitable
5 Trial. It was this anticipation that led to the express reference that trustees’ fees would be
6 paid as a general trust administration expense. The relief Messrs. Kimmel and Riley seek
7 would alter the purpose and effect of other fee provisions. Accordingly, this Court would
8 be required to re-visit and modify other provisions of its order. This Court incorporates by
9 reference its previous order analyzing offers of judgment and summarily concludes the
10 \$500 offers of judgment are not a basis to shift fees to Wendy. Among other reasons, the
11 offers of judgment were presumably made in Messrs. Riley and Kimmel’s individual
12 capacities. Messrs. Riley and Kimmel have made no reasonable showing that they
13 incurred fees in their individual capacities, but instead, all fees and costs were incurred in
14 the common defense of all trustees. Finally, the distinction between costs and fees
15 incurred by Todd as trustee and the costs and fees Todd incurred individually (that were
16 awarded against Wendy) is difficult to discern because Todd’s trust attorneys and
17 individual attorneys worked collaboratively in joint defense of Todd.

18 The motions are denied.

19 **2. Trustees Todd Jaksick and Michael Kimmel, and former trustee Kevin**
20 **Riley’s motion to alter or amend the judgment.** The trustees ask this Court to alter or
21 amend the judgment to remove the provision directing payment of \$300,000 to Wendy’s
22 attorneys. The trustees contend this Court sua sponte analyzed the fees to Wendy’s
23 counsel and neglected to make findings under Brunzell v. Golden Gate National Bank, 85
24 Nev. 345, 455 P.2d 31 (1969) and Shuette v. Beazer Homes Holding Corp., 121 Nev. 837,
25 124 P.3d 530 (2005).

26 The trustees’ motion is an example of the type of motion this Court expected when
27 it entered its Order After Equitable Trial. This Court directly noted the fee award to
28 Wendy’s counsel cannot be viewed in isolation. As this Court signaled, the fee award is

1 inseparable from this Court's entire analysis. The trustees essentially ask this Court to
2 parse out the portion of the order they dislike while preserving the provisions granting the
3 outcome they sought. To do so would render this Court's aggregate analysis incomplete.
4 Thus, if this Court were to re-visit the fee award to Wendy's counsel it would be
5 compelled to re-visit other provisions of the order.

6 This Court did not recite the talismanic words typically associated with Brunzell
7 because it was not awarding fees based upon a valuation of actual attorney time
8 presented. Instead, it considered the dominant Brunzell factors (advocates' quality,
9 character and complexity of work, actual work performed, and result) as part of this
10 unique litigation. This Court is confident it could recite the factors and will do so if
11 required upon remand.

12 The motion is denied.

13 4. **Co-trustee Stanley Jaksick's memorandum of attorneys' fees.** Consistent
14 with this Court's Order After Equitable Trial and subsequent judgment, Stanley Jaksick
15 filed a verified memorandum of attorneys' fees on April 22, 2020. Stanley Jaksick made no
16 request in his memorandum. Wendy filed an opposition, motion to strike and amended
17 opposition and motion to strike. Wendy contends that Stanley is not entitled to fees he
18 incurred individually as the fees he incurred as co-trustee were addressed in this Court's
19 Order After Equitable Trial. Todd filed an opposition, which primarily reads as a renewed
20 challenge to the propriety and constitutionality of this Court's Order After Equitable Trial.

21 Contrary to counsel's suggestion, this Court understands the role of different
22 attorneys at different times. The fees Stanley incurred as co-trustee of the family trust are
23 payable from the trust.² The fees Stanley incurred individually are not before this Court
24 and are not included within any order. Stanley's attempt to allocate fees he incurred early

25
26 ² The language this Court used in its Order After Equitable Trial could be clarified. When this Court wrote
27 "Stanley Jaksick and Michael Kimmel's attorneys' fees are chargeable to the trust and paid from trust
28 corpus" it contemplated only the fees Stanley incurred as co-trustee of the Family Trust would be charged
against trust corpus. After all, Wendy dismissed her claims against Stanley individually on August 25, 2018,
long before trial. This Court did not intend that fees Stanley incurred individually would be charged against
the trust.

1 and individually from fees he incurred as co-trustee may be problematic. But at some
2 point Wendy dismissed her claims against Stanley individually. It appears the trustees
3 will either reach an agreement about the allocation of Stanley's individual and trustee fees
4 or they will participate in additional litigation.

5 Stanley's memorandum is acknowledged but no court intervention is requested and
6 none is given at this time.

7 5. **Wendy's motion for leave and first supplement to verified memorandum**
8 **of costs; the trustees' motion to strike; and Stanley's motion to strike or redact.** The
9 motions are denied as moot. The issues contained within the motions may be renewed
10 upon appellate remand, if any.

11 6. **Todd's motion to amend judgment.** Todd filed a lengthy motion in which
12 he re-argues evidence previously considered and responds to this Court's findings and
13 conclusions by arguing "clear error" and "manifest injustice." Todd's primary concern is
14 the award of fees. But as this Court noted when explaining its discretion, the attorneys'
15 fees issue is inseparable from all other issues. If this Court were to re-visit the fees award
16 it would be compelled to re-visit the totality of its order. Each constituent part of this
17 dispute is influenced by and dependent upon all other constituent parts. So, for example,
18 if this Court amended the fees provision it would be compelled to fashion broadened relief
19 elsewhere, such as its response to the accountings, continuing trusteeship, the trustees'
20 access to trust corpus to satisfy the expenses of litigation, and the fees awarded to Wendy's
21 counsel.

22 With two exceptions, this Court does not respond to the arguments Todd presents.
23 The first exception illustrates the problem of severing and modifying a part of the entire
24 order. Todd argues this Court improperly restricted his ability to collect his judgment
25 against Wendy personally by including language about spendthrift provisions. To the
26 contrary, this Court included the language about spendthrift trusts because it believed,
27 based upon the entirety of Todd's course of conduct and the jury's finding, that Todd may
28 use information he acquires as Wendy's fiduciary to advance his own personal interests

1 against Wendy as his judgment debtor. As trustee and co-trustee, Todd will know the
2 details of distributions to Wendy. This places him at an unfair advantage over Wendy and
3 other general creditors she may have. As an example of how this Court's decision should
4 be reviewed in its entirety instead of as separate parts of a whole, this Court considered
5 removing Todd as trustee. This Court recited its broad authority to do so and even
6 indicated through an earlier oral pronouncement that it was inclined to remove Todd as
7 trustee. One justification for removing Todd is the jury's verdict that he breached his
8 fiduciary duties and the probability of continued hostility between fiduciary and
9 beneficiary. In the final analysis, based upon the whole, this Court declined to remove
10 Todd as trustee, but included a provision that prevented him from taking advantage of
11 Wendy for his personal purposes through information he gains as trustee. Todd asserts a
12 distinction between his individual interests and trustee interests that is not supported by
13 the evidence of record.

14 This Court did not implicitly limit Todd's ability to recover against Wendy only
15 through distributions she receives from the trusts; Todd may exercise any lawful collection
16 efforts he wishes. What Todd cannot do is anticipate, re-direct, or attach any trust
17 distribution if a similarly situated general creditor is prohibited from doing so by
18 spendthrift provisions of the trust.

19 The second exception relates to Todd's obligation to pay 25% of trustee fees from
20 his own personal resources. The purpose of this fees provision was not to punish Todd for
21 his individual acts. The fees provision was a recognition that Todd's acts as trustee should
22 not be defended entirely at trust expense. The jury concluded that Todd alone breached
23 his fiduciary duties. The jury absolved other trustees of alleged misconduct. The jury's
24 verdict is consistent with this Court's observations in equity. Todd cannot assert the
25 benefits of the jury's verdict when it suits him and ignore the portion of the verdict that
26 repudiates his trustee conduct.

27 This Court agrees it should amend its judgment in one respect. The judgment
28 provides:

1 In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's
2 Issue Trust against Todd Jaksick, as Co-Trustee of the Samuel
3 S. Jaksick, Jr., Family Trust in an amount equal to 25% of the
4 attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust
5 and SSJ's Issue Trust for legal services rendered on behalf of
6 the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust and
7 Trustee for the SSJ's Issue Trust.

8 The above provision appears to make Todd personally responsible for 25% of the
9 fees the trusts paid for the benefit of co-trustee Stanley Jaksick. This was not this Court's
10 intention. This Court intended that Todd would pay 25% of the fees paid to the Law Firm
11 of Maupin Cox & LeGoy for representing Todd, Michael Kimmel, and Kevin Riley in their
12 trustee capacities. To the extent this Court's intention is not reflected in the judgment, this
13 Court authorizes and will sign an amended judgment correcting this possible
14 misunderstanding.

15 Motion granted only to clarify that Todd shall pay 25% of fees incurred by Maupin
16 Cox & LeGoy and not by co-trustee Stanley Jaksick.


17 7. **Wendy's motion to alter or amend judgment or, alternatively, motion for**
18 **new trial.** Wendy's motion has been fully briefed but is not submitted for this Court's
19 decision. Nonetheless, this Court analyzed all moving papers and concludes it is
20 appropriate to resolve Wendy's motion in this order.

21 The motion is denied.

22 The recent moving papers reveal the combined attorneys' fees now exceed \$3
23 million and may be approaching \$4 million. The parties are strongly encouraged to bring
24 this dispute to an end or commence their appellate litigation.

25 **IT IS SO ORDERED.**

26 Dated: June 10, 2020.

27 
28 David A. Hardy
District Court Judge

FILED
Electronically
PR17-00445
2020-07-21 05:36:22 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 17001981 : cviloria

Exhibit 4

Exhibit 4

1105

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,
Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

~~PROPOSED~~
AMENDED JUDGMENT

The procedural history of this matter, in pertinent part, is as follows:

1. This matter was tried to a jury from February 14, 2019, to and including March 4, 2019.
2. On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's

1 equitable claims. After consideration of the evidence and briefs filed by the parties, the Court
2 entered its Order After Equitable Trial on March 12, 2020.

3 3. On April 1, 2020, Judgment on Jury Verdict and Court Order on Equitable Claims
4 (“Judgment”) was entered in these matters. A true copy of the Judgment is attached as **Exhibit 1**
5 and is made a part hereof. The jury’s March 4, 2019 Verdict and the Court’s Order After
6 Equitable Trial are attached to and made part of the Judgment.

7 4. After the Judgment was filed, the parties filed various post-judgment motions. The
8 Court resolved the post-trial motions in its June 10, 2020 Order Resolving Submitted Matters
9 (Post Judgment Order”). A true copy of the Post Judgment Order is attached as **Exhibit 2** and is
10 made a part hereof. The Post Judgment Order resolves various contested issues that require the
11 Judgment be amended in certain limited areas.

12 GOOD CAUSE APPEARING, the Judgment is amended as follows:

13 1. **Todd Jaksick’s Individual Claim For Attorneys’ Fees and Costs on the Equity**
14 **Claims.** This motion is granted and in addition to the \$505,165.07 awarded to Todd Jaksick
15 (“Todd”) individually in the Judgment, the Judgment is hereby amended to include an additional
16 \$108,124.67, for a total judgment against Wendy Jaksick (“Wendy”) in favor of Todd individually
17 in the amount of \$613,289.74.

18 2. **Todd’s Position as Wendy’s Judgment Creditor.** Todd’s rights to enforce the
19 Judgment and this Amended Judgment is not limited or restricted, except as follows:

20 **Order After Equitable Trial:** “Todd shall be Wendy’s judgment creditor and
21 have no greater access to payment than any other judgment creditor. Todd may
22 attach or anticipate Wendy’s distributive share only if there are no spendthrift
23 provisions within the trust instruments that prohibit such creditor collection efforts.
24 If such spendthrift provisions exist, distributions shall be made to Wendy and Todd
25 may seek collection efforts against Wendy personally, subsequent to the
26 distribution. The trustees (including Todd) shall carefully measure Todd’s rights as
27 an individual judgment creditor with their fiduciary duties owed to Wendy as a
28 beneficiary.”

Judgment: “Declaring and decreeing that all fees ordered against Wendy Jaksick
shall be treated as a general trust administration expense and are not allocated to
any beneficiaries’ distributive share. Todd Jaksick may attach or anticipate
Wendy’s distributive share only if there are no spendthrift provisions within the
trust instruments that prohibit such creditor collection efforts. If such spendthrift
provisions exist, distributions shall be made to Wendy, and Todd may seek
collection efforts against Wendy personally, subsequent to the distribution.”

1 3. **Co-Trustee Stanley Jaksick's Memorandum of Attorney's Fees.** The fees
2 Stanley Jaksick incurred as Co-Trustee of the Family Trust are payable from the Trust and Court
3 intervention was neither requested nor is given.

4 4. **Todd's Motion to Amend.** The judgment is amended so as to exclude from
5 Todd's personal responsibility 25% of the fees the Trusts paid for the benefit of Co-Trustee
6 Stanley Jaksick.

7 5. **Maupin, Cox & LeGoy's Errata to Verified Memorandum of Attorney's Fees.**
8 The Judgment is not amended regarding Todd being personally responsible to pay 25% of
9 the fees paid to the law firm of Maupin, Cox & LeGoy ("MCL") for representing Todd, Michael
10 Kimmel, and Kevin Riley in their Trustee capacities for MCL defending them against Wendy's
11 legal and equitable claims.

12 On May 21, 2020, MCL filed the Petitioners' Verified Memorandum of Attorney's Fees.
13 On June 18, 2020, MCL filed an Errata to its Verified Memorandum of Attorney's Fees. On June
14 21, 2020, MCL filed its Second Errata to Petitioners' Verified Memorandum of Attorney's Fees.
15 According to the Second Errata, MCL charged \$855,450.50 for representing Todd as Co-Trustee
16 of the Family Trust and as Trustee of the Issue Trust, Mike Kimmel as Co-Trustee of the Family
17 Trust, Kevin Riley as Co-Trustee of the Family Trust and Kevin Riley as Trustee of Wendy
18 Jaksick's BHC Trust.

19 6. **Todd's Challenge to Petitioners' Verified Memorandum of Attorney's Fees**
20 **and Second Errata Thereto.** On June 29, 2020, Todd filed his Response to Petitioners' Verified
21 Memorandum of Attorney's Fees and the first and second Errata filed in connection thereto. Todd
22 attempted to show that the Petitioners' Verified Memorandum of Attorney's Fees included
23 substantial charges for MCL's administration of the Family Trust and the Issue Trust and argued
24 that the \$855,450.50 should be reduced by the amount of \$88,428.75. After consideration of
25 Todd's response, it is ordered that Todd reimburse the trusts 25% of the amount charged by MCL
26 for defending against Wendy Jaksick's litigation. Todd is ordered to reimburse the trusts 25% of
27 the balance (\$797,021.75) in the amount of \$199,255.44.
28

1 IT IS HEREBY ORDERED, DECREED AND ADJUDICATED that the Judgment is
2 amended as set forth above. In all other respects, the Judgment on Jury Verdict and Court Order
3 on Equitable Claims, Order After Equitable Trial, and Order Resolving Submitted Matters, to the
4 extent not inconsistent or amended hereby, together with this Amended Judgment, resolve all
5 claims against all parties. This Amended Judgment, together with the attached exhibits
6 incorporated herein is, pursuant to Rule 54(b) of the Nevada Rules of Civil Procedure, a final
7 judgment.

8 DATED this 2nd day of July, 2020.

10 
11 _____
12 DAVID A. HARDY
13 DISTRICT COURT JUDGE
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EXHIBIT LIST

<u>Exhibit No.</u>	<u>Description</u>	<u>Pages</u>
1	Judgment on Jury Verdict and Court Order on Equitable Claims	35
2	Order Resolving Submitted Matters	8

EXHIBIT 1

1845

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

**JUDGMENT ON JURY VERDICT AND
COURT ORDER ON EQUITABLE
CLAIMS**

A. JUDGMENT ON JURY VERDICT

This matter was tried to a jury from February 14, 2019 to and including March 4, 2019.
The jury found in favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-

1 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
2 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
3 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust and against
4 Counter-Petitioner Wendy Jaksick on all claims and defenses. The jury found in favor of Counter-
5 Petitioner Wendy Jaksick against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr.,
6 Family Trust and as Trustee of the SSJ's Issue Trust on her breach of fiduciary duty claim and
7 assessed damages in the total amount of \$15,000. The jury found in favor of Todd Jaksick, as Co-
8 Trustee of the Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, on all
9 of Wendy Jaksick's other claims tried to the jury. The Jury Verdict is attached hereto and made a
10 part hereof.

11 Accordingly, judgment is entered as follows:

12 1. In favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-
13 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
14 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
15 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust against Counter-
16 Petitioner Wendy Jaksick on all of the claims and defenses tried to the jury. As required by NRS
17 18.110, these prevailing parties shall file their Memoranda of Costs within five days from notice
18 of entry of this Judgment on Jury Verdict.

19 2. In favor of Wendy Jaksick against Todd Jaksick as Co-Trustee of the Samuel S.
20 Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust on Wendy Jaksick's breach of
21 fiduciary duty claims. The Jury's Verdict in favor of Counter-Petitioner Wendy Jaksick in the
22 amount of \$15,000 is *de minimis* in light of her request for damages of \$80,000,000 and in light of
23 her failure to prevail on fraud, conspiracy and aiding and abetting. She is, therefore, not a
24 prevailing party and not entitled to recover costs under NRS 18.050 and NRS 18.110. Counter-
25 Petitioner Wendy Jaksick failed to obtain a judgment in excess of the Offers of Judgment served
26 by Todd Jaksick, as an individual, and is therefore not entitled to recover costs pursuant to NRCP
27 68. Counter-Petitioner Wendy Jaksick's judgment against Todd Jaksick, as Co-Trustee of the
28 Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, is for the total amount

1 of \$15,000, together with prejudgment interest from the date of her Counter-Petition (January 19,
2 2018) to the date of the Offer of Judgment (August 29, 2018) served by Todd Jaksick, in his
3 individual capacity, in the amount of \$605.34, for a total judgment of \$15,605.34. This judgment
4 shall accrue interest at judgment rate until paid in full.

5 3. All claims asserted by Counter-Petitioner Wendy Jaksick in her Counter-Petition
6 and Amended Counter-Petition and tried to the jury are dismissed with prejudice.

7 4. In favor of Duck Lake Ranch, LLC, and Incline TSS, Ltd. against Counter-
8 Petitioner Wendy Jaksick. The Court dismissed Counter-Petitioner's claims against these entities
9 and pursuant to NRS 18.110, these entities shall file their Memoranda of Costs within five days of
10 notice of entry of this judgment.

11 **B. JUDGMENT ON EQUITABLE CLAIMS**

12 On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's equitable
13 claims. The parties stipulated to submit written closing trial briefs and replies. Having considered
14 all briefs, evidence admitted during the jury trial and evidence submitted in support of the parties'
15 positions on the equitable claims, the Court entered its *Order After Equitable Trial* on March 12,
16 2020. The Order is attached hereto, made a part hereof, and is incorporated herein. The terms,
17 provisions, findings and conclusions set forth in its *Order After Equitable Trial* are incorporated
18 herein as the Court's Findings of Fact and Conclusions of Law pursuant to Rule 52(a) of the
19 Nevada Rules of Civil Procedure.

20 Judgment is hereby entered as follows:

21 1. Against Counter-Petitioner Wendy Jaksick on all of her equitable claims and is
22 entered in favor of Todd Jaksick, as an individual, Stanley Jaksick, as an individual and Co-
23 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, as an individual and Co-
24 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, individually, Kevin Riley, as Co-
25 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, as Trustee of the BHC Trust,
26 Duck Lake Ranch, LLC, and Incline TSS, Ltd. These prevailing parties shall file their
27 Memoranda of Costs pursuant to NRS 18.110 within five days of the notice of entry of this
28 judgment.

1 2. In favor of Counter-Petitioner Wendy Jaksick's counsel of record in the amount of
2 \$300,000 to be paid by the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust.

3 3. In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust against
4 Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust in an amount equal to
5 25% of the attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust
6 for legal services rendered on behalf of the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust
7 and Trustee for the SSJ's Issue Trust. Todd Jaksick's obligation to satisfy this judgment requires
8 payment of the amount determined from his personal funds. Counsel for the Trustees and Trustee
9 shall submit verified Memoranda of Fees paid within twenty-one days of notice of entry of this
10 judgment.

11 4. On March 13, 2019, Todd Jaksick, in his individual capacity, filed a Motion for
12 Order Awarding Costs and Attorneys' Fees for Todd Jaksick, individually, Duck Lake Ranch,
13 LLC and Incline TSS, Ltd. For the reasons stated in the Court's March 12, 2020 *Order After*
14 *Equitable Trial*, Todd Jaksick's Motion for Order Awarding Costs and Attorneys' Fees was
15 granted, subject to section (c) on page 22 of the Court's *Order After Equitable Trial*. Accordingly,
16 judgment is hereby entered in favor of Todd Jaksick, individually, against Counter-Petitioner
17 Wendy Jaksick in the amount of \$436,331 for attorneys' fees and \$68,834.07 in costs, for a total
18 judgment in favor of Todd Jaksick against Counter-Petitioner Wendy Jaksick of \$505,165.07,
19 which amount shall accrue interest from the date hereof at the legal rate.

20 5. In favor of the SSJ's Issue Trust and Incline TSS, Ltd., confirming title to the Lake
21 Tahoe house is to remain in the name of Incline TSS, Ltd., and against Wendy Jaksick regarding
22 claims to disrupt or change the title to the Lake Tahoe home.

23 6. In favor of the Samuel S. Jaksick, Jr., Family Trust against Counter-Petitioner
24 Wendy Jaksick denying her July 23, 2019 Emergency Motion to Compel Distribution from the
25 Samuel S. Jaksick, Jr., Family Trust.

26 7. In favor of Counter-Respondents, consistent with the Jury's Verdict on the ACPAs
27 and Indemnification Agreements.
28

1 8. Against Counter-Petitioner Wendy Jaksick and in favor of Todd Jaksick,
2 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Stanley Jaksick,
3 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel,
4 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley,
5 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC
6 Trust, Duck Lake Ranch, LLC, and Incline TSS, Ltd., on Counter-Petitioner Wendy Jaksick's
7 claims on unjust enrichment and constructive trust.

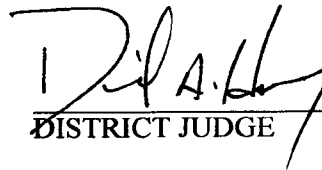
8 9. In favor of Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust
9 and as Trustee of the SSJ's Issue Trust, and against Counter-Petitioner Wendy Jaksick confirming
10 Todd Jaksick, as Trustee of the SSJ's Issue Trust and Co-Trustee of the Samuel S. Jaksick, Jr.,
11 Family Trust. Michael Kimmel and Stanley Jaksick are also confirmed as Co-Trustees of the
12 Samuel S. Jaksick, Jr., Family Trust.

13 10. In favor of the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust
14 against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the
15 SSJ's Issue Trust, for all Trustee's fees paid to Todd Jaksick. Todd Jaksick is hereby required to
16 disgorge all Trustee's fees paid to him, and payment thereof will constitute a setoff against any
17 amounts he must pay as and for 25% of the attorneys' fees paid to the Trustees' counsel of record.

18 11. Declaring and decreeing that all fees ordered against Wendy Jaksick shall be
19 treated as a general trust administration expense and are not allocated to any beneficiaries'
20 distributive share. Todd Jaksick may attach or anticipate Wendy's distributive share only if there
21 are no spendthrift provisions within the trust instruments that prohibit such creditor collection
22 efforts. If such spendthrift provisions exist, distributions shall be made to Wendy, and Todd may
23 seek collection efforts against Wendy personally, subsequent to the distribution.

24 IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the foregoing, upon entry
25 and filing in this matter, is an enforceable final judgment and all findings and conclusions of the
26 Court's March 12, 2020 *Order After Equitable Trial* are expressly incorporated herein. This
27 judgment resolves all claims against all parties, and pursuant to Rule 54(b) of the Nevada Rules of
28 Civil Procedure is a final judgment.

DATED this 1st day of April, 2020.


DISTRICT JUDGE

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EXHIBIT 2

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

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

CONSOLIDATED

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

No. PR17-00446

Dept. No. 15

ORDER RESOLVING SUBMITTED MATTERS

This lengthy dispute has been difficult for the litigants and all are aggrieved by the process and outcome. This Court anticipated additional litigation (especially regarding fees and costs) when it entered its Order After Equitable Trial on March 13, 2020. It therefore signaled to the parties that it had considered all issues, evidence, arguments, and authorities. Regarding fees and costs, this Court wrote: 1) its "discretionary resolution of the fees requests is bound by all facts of record and influenced by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement agreement between Todd and Stanley) and uncertainties created by notarial malfeasance," 2) "[t]here are competing facts and legal principles, which this Court analyzes in the aggregate and not in isolation," 3) the "NRCP 68 request cannot be considered narrowly, but instead, must be viewed by a totality of the case proceedings and statutory authorities governing trustees," 4) "[t]his Court's discretion is guided by the unique facts and procedural history of this case," and

1 5) "[t]his Court anticipates the parties will seek clarification and other relief through
2 additional motion work. The attorneys' fees provisions in this order reflect the entirety of
3 this Court's intentions regarding fees. This order also reflects the entirety of this Court's
4 intentions regarding all other pending matters."

5 By order dated April 21, 2020, this Court denied Wendy Jaksick's costs. It again
6 attempted to signal to the parties that it had considered all issues, evidence, arguments,
7 and authorities. After expressing concern about how costs could be segregated between
8 parties and claims, it wrote: "This Court anticipated costs litigation when it awarded fees
9 to Wendy's counsel. Like all other issues, the issue of awardable costs cannot be viewed in
10 isolation; instead, it must be viewed as a small part of a larger whole. This Court's cost
11 analysis is embedded in the fee award." After identifying Michael Kimmel and Kevin
12 Riley as prevailing parties, this Court wrote: "The problem this Court anticipates is that
13 Messrs. Kimmel and Riley will be unable to clearly distinguish and articulate costs
14 associated with their defense that do not overlap into the costs associated with Todd's
15 defense. Thus, it is unlikely this Court will order Wendy to pay their costs."

16 The parties have now filed moving papers after the Order After Equitable Trial that
17 aggregate to more than 1,300 additional pages in the court record. The tone of some
18 arguments has subtly changed, becoming negative. This Court identified the law
19 governing fees and costs in previous orders and will not repeat itself in this order. NRCP
20 59(e) relief may be granted to correct manifest errors of law or fact, address newly
21 discovered or previously unavailable evidence, respond to a change in controlling law, or
22 to prevent manifest injustice. AA Primo Builders, LLC v. Wash., 126 Nev. 578, 582, 245
23 P.3d 1190, 1193 (2010) (internal citations omitted). Manifest injustice exists where the
24 decision is obviously contrary to the evidence. Kroeger Props. & Dev., Inc. v. Silver State
25 Title Co., 102 Nev. 112, 114, 715 P.2d 1328, 1330 (1986) (quoting Price v. Sinnott, 85 Nev.
26 600, 608, 460 P.2d 837, 842 (1969)). An NRCP 59(e) motion "may not be used to relitigate
27 old matters, or to raise arguments or present evidence that could have been raised prior to
28 the entry of judgment." 11 Charles Alan Wright et al., FEDERAL PRACTICE AND PROCEDURE §

1 2810.1 (3d ed.) (footnotes omitted).

2 The following submitted matters are resolved as follows:

3 1. **Todd Jaksick's individual claim for attorneys' fees and costs for equitable**
4 **trial.** Consistent with this Court's prior analysis and decision, the motion is granted.
5 Todd is awarded against Wendy the amount of \$4,749.67 in costs and attorneys' fees of
6 \$103,375.00. Interest shall accrue at the legal rate. Todd may attach or anticipate Wendy's
7 distributive share only if there are no spendthrift provisions within the trust instruments
8 that prohibit such creditor collection efforts. If such spendthrift provisions exist,
9 distributions shall be made directly to Wendy and Todd may seek collection efforts
10 against Wendy personally, subsequent to the distribution.

11 The motion is granted; Todd Jaksick may submit a proposed judgment consistent
12 with this provision.

13 2. **Kevin Riley and Michael Kimmel's motions for attorneys' fees and costs.**
14 Messrs. Riley and Kimmel seek attorneys' fees and costs against Wendy individually
15 pursuant to NRS 7.085, NRS 18.005, 18.010(2)(b), NRS 18.020(3), and NRCP 68. They
16 tacitly concede they cannot segregate their fees and costs from the fees and costs incurred
17 in representation of all aligned trustees. They therefore propose the simplistic but
18 understandable allocation of 25% each of all fees and costs incurred by the trustees
19 represented by Mr. Lattin and the attorneys at Maupin Cox & LeGoy. Their proposed
20 allocation does not accommodate the consistent and overwhelming observation this Court
21 made throughout this proceeding: Mr. Lattin (and other attorneys associated with Mr.
22 Lattin through the Law Firm of Maupin Cox & LeGoy) provided a single, common
23 representation for similarly situated trustees. But Todd is at the core of the representation
24 and Todd's fees and costs would be the same or only imperceptibly different if Messrs.
25 Riley and Kimmel were not parties.¹ Although prevailing parties, Messrs. Riley and

26
27 ¹ The distinction between trustees is largely illusory. This dispute is about three siblings, two of whom were
28 given management responsibility and fiduciary duties. Having presided over all phases of this dispute, and
reading all file materials at various times during the pendency of this action, it is virtually impossible to
comprehend how the litigation would have been different if Messrs. Kimmel and Riley were not parties.

1 Kimmel failed to make a reasonable showing of individuated costs. They have failed to
2 "clearly distinguish and articulate costs associated with their defense that do not overlap
3 into the costs associated with Todd's defense."

4 This Court anticipated these motions when it developed its Order After Equitable
5 Trial. It was this anticipation that led to the express reference that trustees' fees would be
6 paid as a general trust administration expense. The relief Messrs. Kimmel and Riley seek
7 would alter the purpose and effect of other fee provisions. Accordingly, this Court would
8 be required to re-visit and modify other provisions of its order. This Court incorporates by
9 reference its previous order analyzing offers of judgment and summarily concludes the
10 \$500 offers of judgment are not a basis to shift fees to Wendy. Among other reasons, the
11 offers of judgment were presumably made in Messrs. Riley and Kimmel's individual
12 capacities. Messrs. Riley and Kimmel have made no reasonable showing that they
13 incurred fees in their individual capacities, but instead, all fees and costs were incurred in
14 the common defense of all trustees. Finally, the distinction between costs and fees
15 incurred by Todd as trustee and the costs and fees Todd incurred individually (that were
16 awarded against Wendy) is difficult to discern because Todd's trust attorneys and
17 individual attorneys worked collaboratively in joint defense of Todd.

18 The motions are denied.

19 **2. Trustees Todd Jaksick and Michael Kimmel, and former trustee Kevin**
20 **Riley's motion to alter or amend the judgment.** The trustees ask this Court to alter or
21 amend the judgment to remove the provision directing payment of \$300,000 to Wendy's
22 attorneys. The trustees contend this Court sua sponte analyzed the fees to Wendy's
23 counsel and neglected to make findings under Brunzell v. Golden Gate National Bank, 85
24 Nev. 345, 455 P.2d 31 (1969) and Shuette v. Beazer Homes Holding Corp., 121 Nev. 837,
25 124 P.3d 530 (2005).

26 The trustees' motion is an example of the type of motion this Court expected when
27 it entered its Order After Equitable Trial. This Court directly noted the fee award to
28 Wendy's counsel cannot be viewed in isolation. As this Court signaled, the fee award is

1 inseparable from this Court's entire analysis. The trustees essentially ask this Court to
2 parse out the portion of the order they dislike while preserving the provisions granting the
3 outcome they sought. To do so would render this Court's aggregate analysis incomplete.
4 Thus, if this Court were to re-visit the fee award to Wendy's counsel it would be
5 compelled to re-visit other provisions of the order.

6 This Court did not recite the talismanic words typically associated with Brunzell
7 because it was not awarding fees based upon a valuation of actual attorney time
8 presented. Instead, it considered the dominant Brunzell factors (advocates' quality,
9 character and complexity of work, actual work performed, and result) as part of this
10 unique litigation. This Court is confident it could recite the factors and will do so if
11 required upon remand.

12 The motion is denied.

13 4. **Co-trustee Stanley Jaksick's memorandum of attorneys' fees.** Consistent
14 with this Court's Order After Equitable Trial and subsequent judgment, Stanley Jaksick
15 filed a verified memorandum of attorneys' fees on April 22, 2020. Stanley Jaksick made no
16 request in his memorandum. Wendy filed an opposition, motion to strike and amended
17 opposition and motion to strike. Wendy contends that Stanley is not entitled to fees he
18 incurred individually as the fees he incurred as co-trustee were addressed in this Court's
19 Order After Equitable Trial. Todd filed an opposition, which primarily reads as a renewed
20 challenge to the propriety and constitutionality of this Court's Order After Equitable Trial.

21 Contrary to counsel's suggestion, this Court understands the role of different
22 attorneys at different times. The fees Stanley incurred as co-trustee of the family trust are
23 payable from the trust.² The fees Stanley incurred individually are not before this Court
24 and are not included within any order. Stanley's attempt to allocate fees he incurred early

25
26 ² The language this Court used in its Order After Equitable Trial could be clarified. When this Court wrote
27 "Stanley Jaksick and Michael Kimmel's attorneys' fees are chargeable to the trust and paid from trust
28 corpus" it contemplated only the fees Stanley incurred as co-trustee of the Family Trust would be charged
against trust corpus. After all, Wendy dismissed her claims against Stanley individually on August 25, 2018,
long before trial. This Court did not intend that fees Stanley incurred individually would be charged against
the trust.

1 and individually from fees he incurred as co-trustee may be problematic. But at some
2 point Wendy dismissed her claims against Stanley individually. It appears the trustees
3 will either reach an agreement about the allocation of Stanley's individual and trustee fees
4 or they will participate in additional litigation.

5 Stanley's memorandum is acknowledged but no court intervention is requested and
6 none is given at this time.

7 **5. Wendy's motion for leave and first supplement to verified memorandum**
8 **of costs; the trustees' motion to strike; and Stanley's motion to strike or redact.** The
9 motions are denied as moot. The issues contained within the motions may be renewed
10 upon appellate remand, if any.

11 **6. Todd's motion to amend judgment.** Todd filed a lengthy motion in which
12 he re-argues evidence previously considered and responds to this Court's findings and
13 conclusions by arguing "clear error" and "manifest injustice." Todd's primary concern is
14 the award of fees. But as this Court noted when explaining its discretion, the attorneys'
15 fees issue is inseparable from all other issues. If this Court were to re-visit the fees award
16 it would be compelled to re-visit the totality of its order. Each constituent part of this
17 dispute is influenced by and dependent upon all other constituent parts. So, for example,
18 if this Court amended the fees provision it would be compelled to fashion broadened relief
19 elsewhere, such as its response to the accountings, continuing trusteeship, the trustees'
20 access to trust corpus to satisfy the expenses of litigation, and the fees awarded to Wendy's
21 counsel.

22 With two exceptions, this Court does not respond to the arguments Todd presents.
23 The first exception illustrates the problem of severing and modifying a part of the entire
24 order. Todd argues this Court improperly restricted his ability to collect his judgment
25 against Wendy personally by including language about spendthrift provisions. To the
26 contrary, this Court included the language about spendthrift trusts because it believed,
27 based upon the entirety of Todd's course of conduct and the jury's finding, that Todd may
28 use information he acquires as Wendy's fiduciary to advance his own personal interests

1 against Wendy as his judgment debtor. As trustee and co-trustee, Todd will know the
2 details of distributions to Wendy. This places him at an unfair advantage over Wendy and
3 other general creditors she may have. As an example of how this Court's decision should
4 be reviewed in its entirety instead of as separate parts of a whole, this Court considered
5 removing Todd as trustee. This Court recited its broad authority to do so and even
6 indicated through an earlier oral pronouncement that it was inclined to remove Todd as
7 trustee. One justification for removing Todd is the jury's verdict that he breached his
8 fiduciary duties and the probability of continued hostility between fiduciary and
9 beneficiary. In the final analysis, based upon the whole, this Court declined to remove
10 Todd as trustee, but included a provision that prevented him from taking advantage of
11 Wendy for his personal purposes through information he gains as trustee. Todd asserts a
12 distinction between his individual interests and trustee interests that is not supported by
13 the evidence of record.

14 This Court did not implicitly limit Todd's ability to recover against Wendy only
15 through distributions she receives from the trusts; Todd may exercise any lawful collection
16 efforts he wishes. What Todd cannot do is anticipate, re-direct, or attach any trust
17 distribution if a similarly situated general creditor is prohibited from doing so by
18 spendthrift provisions of the trust.

19 The second exception relates to Todd's obligation to pay 25% of trustee fees from
20 his own personal resources. The purpose of this fees provision was not to punish Todd for
21 his individual acts. The fees provision was a recognition that Todd's acts as trustee should
22 not be defended entirely at trust expense. The jury concluded that Todd alone breached
23 his fiduciary duties. The jury absolved other trustees of alleged misconduct. The jury's
24 verdict is consistent with this Court's observations in equity. Todd cannot assert the
25 benefits of the jury's verdict when it suits him and ignore the portion of the verdict that
26 repudiates his trustee conduct.

27 This Court agrees it should amend its judgment in one respect. The judgment
28 provides:

1 In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's
2 Issue Trust against Todd Jaksick, as Co-Trustee of the Samuel
3 S. Jaksick, Jr., Family Trust in an amount equal to 25% of the
4 attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust
5 and SSJ's Issue Trust for legal services rendered on behalf of
6 the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust and
7 Trustee for the SSJ's Issue Trust.

8 The above provision appears to make Todd personally responsible for 25% of the
9 fees the trusts paid for the benefit of co-trustee Stanley Jaksick. This was not this Court's
10 intention. This Court intended that Todd would pay 25% of the fees paid to the Law Firm
11 of Maupin Cox & LeGoy for representing Todd, Michael Kimmel, and Kevin Riley in their
12 trustee capacities. To the extent this Court's intention is not reflected in the judgment, this
13 Court authorizes and will sign an amended judgment correcting this possible
14 misunderstanding.

15 Motion granted only to clarify that Todd shall pay 25% of fees incurred by Maupin
16 Cox & LeGoy and not by co-trustee Stanley Jaksick.


17 7. **Wendy's motion to alter or amend judgment or, alternatively, motion for**
18 **new trial.** Wendy's motion has been fully briefed but is not submitted for this Court's
19 decision. Nonetheless, this Court analyzed all moving papers and concludes it is
20 appropriate to resolve Wendy's motion in this order.

21 The motion is denied.

22 The recent moving papers reveal the combined attorneys' fees now exceed \$3
23 million and may be approaching \$4 million. The parties are strongly encouraged to bring
24 this dispute to an end or commence their appellate litigation.

25 **IT IS SO ORDERED.**

26 Dated: June 10, 2020.

27 
28 David A. Hardy
District Court Judge

CODE: 1311

Adam Hosmer-Henner, Esq. (NSBN 12779)
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*Attorneys for Stanley Jaksick,
Co-Trustee of the Family Trust*

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * * * *

In the Matter of the Administration of the
SSJ ISSUE TRUST,

CASE NO.: PR17-00445

DEPT. NO.: 15

CASE NO.: PR17-00446

DEPT. NO.: 15

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

CASE APPEAL STATEMENT

Stanley Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, hereby submits
the following Case Appeal Statement pursuant to Nevada Rule of Appellate Procedure 3(f):

1. Name of appellants filing this case appeal statement:

Stanley Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust.

2. Identify the judges issuing the decision, judgment, or order appealed from:

The Honorable David A. Hardy of the Second Judicial District Court in and for Washoe
County.

3. Identify each appellant and the name and address of counsel for each appellant:

Cross-Appellant: Stanley Jaksick

Counsel for Cross-Appellant:
Adam Hosmer-Henner, Esq. (NSBN 12779)
MCDONALD CARANO
100 West Liberty Street, 10th Floor
Reno, NV 89501
(775) 788-2000
ahosmerhenner@mcdonaldcarano.com

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4. **Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):**

Cross-Respondent: Wendy A. Jaksick

Counsel for Cross-Respondent:
Mark Connot
FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
mconnot@foxrothschild.com

R. Kevin Spencer (*admitted PHV*)
Zachary E. Johnson (*admitted PHV*)
SPENCER & JOHNSON, PLLC
500 N. Akard Street, Suite 2150
Dallas, TX 75201
kevin@dallasprobate.com
zach@dallasprobate.com

Additionally, separate appeals were filed by:

Individual Appellant: Todd Jaksick, Individually

Counsel for Appellant:
Kent R. Robison
Therese M. Shanks
ROBISON, SHARP, SULLIVAN & BRUST
71 Washington Street
Reno, NV 89503

Trustee Appellants: Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the SSJ's Issue Trust; Michael S. Kimmel, individually and as Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; and Kevin Riley, individually, as Former Trustee of the Samuel S. Jaksick Jr. Family Trust, and as Trustee of the Wendy A. Jaksick 2012 BHC Family Trust.

Counsel for Trustee Appellants:
Donald A. Lattin, Esq.
L. Robert LeGoy, Jr., Esq.
Carolyn K. Renner, Esq.
MAUPIN, COX & LEGOY
4785 Caughlin Parkway
Reno, NV 89519

1 **5. Indicate whether any attorney identified above in response to question 3 or 4 is not**
2 **licensed to practice law in Nevada and, if so, whether the district court granted that**
3 **attorney permission to appear under SCR 42 (attach a copy of any district court**
4 **order granting such permission):**

5 Yes, R. Kevin Spencer and Zachary E. Johnson of SPENCER & JOHNSON, PLLC were
6 granted permission to appear under SCR 42.

7 **6. Indicate whether appellant was represented by appointed or retained counsel in the**
8 **district court:**

9 Cross-Appellant was represented by retained counsel.

10 **7. Indicate whether appellant is represented by appointed or retained counsel on**
11 **appeal:**

12 Cross-Appellant is represented by retained counsel.

13 **8. Indicate whether appellant was granted leave to proceed in forma pauperis and the**
14 **date of entry of the district court order granting such leave:**

15 Not applicable.

16 **9. Indicate the date the proceedings commenced in the district court:**

17 Petitioners Todd B. Jaksick and Michael S. Kimmel, as Co-Trustees of the Samuel S.
18 Jaksick, Jr. Family Trust, filed a Petition on August 2, 2017 in Case No. PR17-00446. Petitioner
19 Todd B. Jaksick, as Trustee of the SSJ's Issue Trust, filed a Petition on August 2, 2017 in Case
20 No. PR 17-00445.

21 **10. Provide a brief description of the nature of the action and result in the district court,**
22 **including the type of judgment or order being appealed and the relief granted by the**
23 **district court:**

24 This action involves two trusts, the Samuel S. Jaksick, Jr. Family Trust and the SSJ's
25 Issue Trust, and various internal administration matters as well as claims by a beneficiary,
26 Wendy Jaksick, against the trustees of these trusts. After a three-week trial, the jury found in
27 favor of Stanley Jaksick on all legal claims – he had been sued only in his capacity as co-Trustee
28 of the Family Trust – and found that he did not commit a breach of fiduciary duty, did not

1 commit civil conspiracy and aiding and abetting, and did not aid and abet a breach of fiduciary
2 duty. Verdict, Mar. 4, 2019. Thereafter, the Court resolved the remaining equitable claims via the
3 Order After Equitable Trial on March 12, 2020, in which Stanley Jaksick was not found liable
4 for any cause of action asserted by Wendy Jaksick. However, the Order After Equitable Trial
5 made certain determinations, including the award of \$300,000 in attorney's fees directly to
6 Wendy Jaksick's counsel from trust assets. These determinations affect the interest of Stanley
7 Jaksick in the Samuel S. Jaksick, Jr. Family Trust as well as the SSJ's Issue Trust, and
8 additionally affect Stanley Jaksick's rights and obligations as Co-Trustee of the Samuel S.
9 Jaksick, Jr. Family Trust.

10 **11. Indicate whether the case has previously been the subject of an appeal to or original**
11 **writ proceedings in the Supreme Court and, if so, the caption and Supreme Court docket**
12 **number of the prior proceeding:**

13 Appellant Todd B. Jaksick, individually, filed a Notice of Appeal that was docketed on
14 July 16, 2020; Appellants Todd B. Jaksick, Kevin Riley, and Michael S. Kimmel (in their
15 capacities as current or former trustees) filed a Notice of Appeal that was docketed in this Court
16 on July 16, 2020; and Wendy Jaksick, individually, filed a Notice of Cross-Appeal that was
17 docketed in this Court on July 16, 2020. These appeals have been consolidated into *In re:*
18 *Administration of the SSJ's Issue Trust*, Case No. 81470. This cross-appeal by Stanley Jaksick
19 belongs within that consolidated case as well.

20 **12. Indicate whether this appeal involves child custody or visitation:**

21 Not applicable.

22 **13. If this is a civil case, indicate whether this appeal involves the possibility of**
23 **settlement:**

24 The parties have already engaged in multiple days of unsuccessful mediation, but
25 resolution through settlement remains a possibility.

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Affirmation

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

DATED: July 21, 2020

McDONALD CARANO

By /s/ Adam Hosmer-Henner
Adam Hosmer-Henner, Esq.
100 West. Liberty Street, 10th Floor
Reno, Nevada 89501

*Attorneys for Stanley Jaksick,
Co-Trustee of the Family Trust*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD
3 CARANO and that on July 21, 2020, I served the foregoing on the parties in said case by
4 electronically filing via the Court's e-filing system. The participants in this case are registered e-
5 filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF
6 system, and parties may access this filing through the Court's CM/ECF system.

7 Donald Lattin, Esq.
8 Robert LeGoy, Esq.
9 Brian C. McQuaid, Esq.
10 Carolyn Renner, Esq.
11 Maupin Cox & LeGoy
12 4785 Caughlin Parkway
13 Reno, NV 89520

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11 Mark J. Connot, Esq.
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13 1980 Festival Plaza Drive, # 700
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14 R. Kevin Spencer, Esq.
15 Zachary E. Johnson, Esq.
16 Brendan P. Harvell, Esq.
17 Spencer Law, P.C.
18 500 N. Akard St., Suite 2150
19 Dallas, TX 75201

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

21 DATED: July 21, 2020.

22 By /s/ Jill Nelson
23 An Employee of McDonald Carano
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INDEX OF EXHIBITS

EXHIBIT #	DESCRIPTION	NUMBER OF PAGES
1	Order Admitting to Practice Richard Kevin Spencer	2
2	Order Admitting to Practice Zachary E. Johnson	2

FILED
Electronically
PR17-00445
2020-07-21 05:40:38 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 17001982 : cviloria

Exhibit 1

Exhibit 1

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

SECOND JUDICIAL DISTRICT COURT
WASHOE COUNTY, NEVADA

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

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

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

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

WENDY JAKSICK,
Respondent and Counter-Petitioner,
v.

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

Petitioners and Counter-Respondents.

ORDER ADMITTING TO PRACTICE

ORDER ADMITTING TO PRACTICE

RICHARD KEVIN SPENCER, ESQ., having filed his Motion to Associate Counsel under Nevada Supreme Court Rule 42, together with a Verified Application for Association of Counsel, a Certificate of Good Standing for the State of Texas, and the State Bar of Nevada Statement; said application having been noticed, no objections having been made, and the Court being fully apprised in the premises, and good cause appearing, it is hereby

ORDERED, that said application is hereby granted, and RICHARD KEVIN SPENCER, ESQ. is hereby admitted to practice in the above entitled Court for the purposes of the above entitled matter only.

DATED this 13th day of March, 2018.



DISTRICT JUDGE

Submitted by:

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

FILED
Electronically
PR17-00445
2020-07-21 05:40:38 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 17001982 : Evloria

Exhibit 2

Exhibit 2

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kevin@spencerlawpc.com
zach@spencerlawpc.com
Attorneys for Respondent Wendy A. Jaksick

SECOND JUDICIAL DISTRICT COURT
WASHOE COUNTY, NEVADA

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

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

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

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

WENDY JAKSICK,
Respondent and Counter-Petitioner,
v.

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

Petitioners and Counter-Respondents.

ORDER ADMITTING TO PRACTICE

ORDER ADMITTING TO PRACTICE

ZACHARY EVERETT JOHNSON, ESQ., having filed his Motion to Associate Counsel under Nevada Supreme Court Rule 42, together with a Verified Application for Association of Counsel, a Certificate of Good Standing for the State of Texas, and the State Bar of Nevada Statement; said application having been noticed, no objections having been made, and the Court being fully apprised in the premises, and good cause appearing, it is hereby

ORDERED, that said application is hereby granted, and ZACHARY EVERETT JOHNSON, ESQ. is hereby admitted to practice in the above entitled Court for the purposes of the above entitled matter only.

DATED this 13 day of March, 2018.


DISTRICT JUDGE

Submitted by:

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

**SECOND JUDICIAL DISTRICT COURT
STATE OF NEVADA
COUNTY OF WASHOE**

Case History - PR17-00445

Case Description: CONS: TRUST: SSJ'S ISSUE TRUST

Case Number: PR17-00445 Case Type: TRUST/CONSERVATORSHIP - Initially Filed On: 8/2/2017

Parties

<u>Party Type & Name</u>	<u>Party Status</u>
JUDG - DAVID A. HARDY - D15	Active
JUDG - PROB. COMM. EDMUND J. GORMAN - PC	Party ended on: 10/18/2017 8:36:14AM
ATTY - R. KEVIN SPENCER, ESQ. - @1324820	Active
ATTY - Brian C. McQuaid, Esq. - 7090	Party ended on: 2/14/2019 12:00:00AM
ATTY - Philip L. Kreitlein, Esq. - 5394	Active
ATTY - L. Robert LeGoy, Jr., Esq. - 698	Party ended on: 2/14/2019 12:00:00AM
ATTY - ZACHARY JOHNSON, ESQ. - @1324821	Active
ATTY - Kent Richard Robison, Esq. - 1167	Active
ATTY - Stephen C. Moss, Esq. - 631	Active
ATTY - Adam Hosmer-Henner, Esq. - 12779	Active
ATTY - Carolyn K. Renner, Esq. - 9164	Active
ATTY - Mark J. Connot, Esq. - 10010	Active
ATTY - Donald Albert Lattin, Esq. - 693	Active
ATTY - Sarah Ferguson, Esq. - 14515	Active
ATTY - Therese M. Shanks, Esq. - 12890	Active
INST - SAMMY SUPERCUB, LLC, SERIES A - @1335514	Active
INST - DUCK LAKE RANCH LLC - @14971	Active
INST - WENDY A. JAKSICK - @1315103	Active
INST - INCLINE TSS, LTD. - @1335513	Active
INST - KEVIN RILEY - @1244548	Active
INST - STANLEY JAKSICK - @1189278	Active
PETR - MICHAEL S. KIMMEL - @1318208	Active
PETR - TODD B. JAKSICK - @1244547	Active
TRUS - SSJ'S ISSUE TRUST - @1312160	Active
TRUS - SAMUEL S. JAKSICK, JR. FAMILY TRUST - @1312162	Active

Disposed Hearings

- 1 Department: B -- Event: OTHER PROB/TRST/GDSHP HRG -- Scheduled Date & Time: 10/11/2017 at 10:00:00
Extra Event Text: PETITION FOR CONFIRMATION OF TRUSTEE AND ADMISSION OF TRUST TO THE JURISDICTION OF THE COURT, AND FOR APPROVAL C
Event Disposition: D435 - 10/11/2017
- 2 Department: D15 -- Event: CASE MANAGEMENT CONFERENCE -- Scheduled Date & Time: 1/4/2018 at 13:30:00
Extra Event Text: CASE MANAGEMENT/STATUS CONFERENCE
Event Disposition: D640 - 1/4/2018
- 3 Department: D15 -- Event: STATUS HEARING -- Scheduled Date & Time: 3/7/2018 at 14:30:00

Event Disposition: D260 - 3/7/2018

Report Does Not Contain Sealed Cases or Confidential Information

- 4 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 3/9/2018 at 09:06:00
Extra Event Text: REQUEST FOR SUBMISSION OF OF MOTION TO DISMISS
Event Disposition: S200 - 4/2/2018
- 5 Department: D15 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 4/26/2018 at 13:30:00
Extra Event Text: MAY VACATE UPON STIP OF COUNSEL; MR. ROBISON MAY NOT APPEAR DUE TO TRIAL; CHECKING TO MAKE SURE CASE IS ON TRACK
Event Disposition: D260 - 4/26/2018
- 6 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/2/2018 at 15:54:00
Extra Event Text: OF TODD B. JAKSICK'S PARTIAL MOTION TO DISMISS
Event Disposition: S200 - 6/21/2018
- 7 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 5/8/2018 at 08:00:00
Extra Event Text: REQUEST FOR PROTECTIVE ORDER (4-26-18)
Event Disposition: S200 - 5/15/2018
- 8 Department: B -- Event: DISCOVERY HEARING -- Scheduled Date & Time: 5/8/2018 at 10:00:00
Extra Event Text: DISCOVERY DISPUTE
Event Disposition: D840 - 5/8/2018
- 9 Department: B -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 6/4/2018 at 10:00:00
Extra Event Text: RE: SCHEDULING DEPOSITIONS
Event Disposition: D260 - 6/4/2018
- 10 Department: B -- Event: DISCOVERY HEARING -- Scheduled Date & Time: 6/14/2018 at 10:00:00
Extra Event Text: RE: DISCOVERY SCHEDULE
Event Disposition: D260 - 6/14/2018
- 11 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 9/17/2018 at 15:35:00
Extra Event Text: TODD B. JAKSICK'S EMERGENCY MOTION TO TERMINATE OR LIMIT DEPOSITION AND REQUESET FOR SANCTIONS FILED 8-17-18
Event Disposition: S200 - 10/15/2018
- 12 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 9/21/2018 at 12:40:00
Extra Event Text: EX PARTE APPLICATION FOR ORDER SHORTENING TIME ON WENDY A. JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY, EXP
Event Disposition: S200 - 10/16/2018
- 13 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 10/15/2018 at 16:58:00
Extra Event Text: EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES AND TRIAL
Event Disposition: S200 - 10/24/2018
- 14 Department: B -- Event: DISCOVERY DISPUTE CONF -- Scheduled Date & Time: 10/18/2018 at 13:30:00
Extra Event Text: TELECONFERENCE RE: DISCOVERY ISSUES
Event Disposition: D475 - 10/18/2018
- 15 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 11/14/2018 at 11:30:00
Extra Event Text: MOTION TO COMPEL PRODUCTION FROM TODD JAKSICK, INDIVIDUALLY, AS CO-TRUSTEE OF THE FAMILY TRUST AND AS TRUSTEE O
Event Disposition: S200 - 12/28/2018
- 16 Department: D15 -- Event: HEARING... -- Scheduled Date & Time: 11/16/2018 at 09:00:00
Extra Event Text: HEARING ON MOTION TO EXTEND DISCOVERY AND CONTINUE TRIAL
Event Disposition: D430 - 11/16/2018
- 17 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 11/26/2018 at 11:42:00
Extra Event Text: PETITIONER'S MICHAEL S. KIMMEL REPLY TO WENDY JAKSICK'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT
Event Disposition: S200 - 1/15/2019

- 18 Department: B -- Event: DISCOVERY HEARING -- Scheduled Date & Time: 12/11/2018 at 16:30:00
Extra Event Text: TELECONFERENCE RE: DISCOVERY ISSUES
Event Disposition: D435 - 12/11/2018
- 19 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 12/13/2018 at 12:36:00
Extra Event Text: WENDY A. JAKSICK'S MOTION TO COMPEL PRODUCTION FROM JESSICA CLAYTON
Event Disposition: S200 - 12/28/2018
- 20 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 12/18/2018 at 15:04:00
Extra Event Text: WENDY A. JAKSICK'S PETITION TO REDRESS BREACH OF FIDUCIARY DUTY AND EMERGENCY MOTION TO REMOVE TODD B. JAKSICK
Event Disposition: S200 - 1/23/2019
- 21 Department: B -- Event: DISCOVERY HEARING -- Scheduled Date & Time: 12/18/2018 at 16:30:00
Extra Event Text: TELECONFERENCE RE: DISCOVERY ISSUES
Event Disposition: D435 - 12/18/2018
- 22 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 12/18/2018 at 15:04:00
Extra Event Text: WENDY A. JAKSICK'S MOTION FOR LEAVE TO JOIN INDISPENSABLE PARTIES (NO ORDER PROVIDED)
Event Disposition: S200 - 1/16/2019
- 23 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 12/31/2018 at 15:36:00
Extra Event Text: TODD B. JAKSICK'S INDIVIDUALLY, MOTION FOR SUMMARY JUDGMENT ON STANLEY JAKSICK'S CLAIMS PERTAINING TO THE INDEMNITY
Event Disposition: S200 - 1/24/2019
- 24 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 1/3/2019 at 13:41:00
Extra Event Text: TODD B. JAKSICK'S INDIVIDUALLY MOTION FOR SUMMARY JUDGMENT ON WENDY JAKSICK'S CLAIMS PERTAINING TO THE LAKE TAHOE
Event Disposition: S200 - 1/24/2019
- 25 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 1/7/2019 at 16:58:00
Extra Event Text: TODD B JAKSICK'S MOTION TO STRIKE WENDY JAKSICK'S PETITION TO REDRESS BREACH OF FIDUCIARY DUTY AND EMERGENCY MOTION
Event Disposition: S200 - 1/23/2019
- 26 Department: D15 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 1/8/2019 at 15:00:00

Event Disposition: D844 - 11/16/2018
- 27 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 1/8/2019 at 09:02:00
Extra Event Text: MOTION TO STRIKE FILED 12-19-18
Event Disposition: S200 - 1/30/2019
- 28 Department: B -- Event: DISCOVERY HEARING -- Scheduled Date & Time: 1/8/2019 at 16:30:00
Extra Event Text: TELECONFERENCE RE: DISCOVERY ISSUES
Event Disposition: D435 - 1/8/2019
- 29 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 1/8/2019 at 16:51:00
Extra Event Text: WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION FROM L. ROBERT LEGOY JR AND THE CUSTODIAN OF RECORDS OF MAUPIN COUNTY
Event Disposition: S200 - 1/23/2019
- 30 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 1/10/2019 at 14:16:00
Extra Event Text: WENDY A. JAKSICK'S MOTION TO COMPEL PRODUCTION FROM NANETTE CHILDERS
Event Disposition: S200 - 1/23/2019
- 31 Department: B -- Event: DISCOVERY HEARING -- Scheduled Date & Time: 1/15/2019 at 16:30:00
Extra Event Text: TELECONFERENCE RE: DISCOVERY ISSUES
Event Disposition: D435 - 1/15/2019

- 32 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 1/15/2019 at 11:36:00
Extra Event Text: TODD B. JAKSICK'S MOTION FOR A PROTECTIVE ORDER ON WENDY JAKSICK'S NRCP 30(B)(6) DEPOSITION SUBPOENAS
Event Disposition: S200 - 1/23/2019
- 33 Department: B -- Event: DISCOVERY HEARING -- Scheduled Date & Time: 1/22/2019 at 16:30:00
Extra Event Text: TELECONFERENCE RE: DISCOVERY ISSUES
Event Disposition: D435 - 1/22/2019
- 34 Department: B -- Event: DISCOVERY HEARING -- Scheduled Date & Time: 1/29/2019 at 16:30:00
Extra Event Text: TELECONFERENCE RE: DISCOVERY ISSUES
Event Disposition: D435 - 1/29/2019
- 35 Department: D15 -- Event: EXHIBITS TO BE MARKED W/CLERK -- Scheduled Date & Time: 1/31/2019 at 10:00:00
Extra Event Text: COUNSEL SHALL MEET AT 9:00 A.M. TO IDENTIFY STIPULATED EXHIBITS
Event Disposition: D875 - 1/25/2019
- 36 Department: D15 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 1/31/2019 at 13:00:00
Extra Event Text: IMMEDIATELY FOLLOW X MARKING
Event Disposition: D875 - 1/25/2019
- 37 Department: D15 -- Event: EXHIBITS TO BE MARKED W/CLERK -- Scheduled Date & Time: 2/4/2019 at 13:00:00

Event Disposition: D596 - 2/4/2019
- 38 Department: D15 -- Event: TRIAL - JURY -- Scheduled Date & Time: 2/4/2019 at 09:00:00
Extra Event Text: DAY 1
Event Disposition: D844 - 1/22/2019
- 39 Department: D15 -- Event: SETTLEMENT CONFERENCE -- Scheduled Date & Time: 2/4/2019 at 13:00:00
Extra Event Text:
Event Disposition: D480 - 2/4/2019
- 40 Department: D15 -- Event: SETTLEMENT CONFERENCE -- Scheduled Date & Time: 2/5/2019 at 09:00:00
Extra Event Text: /// ORAL ARG RE: PRETRIAL MOTION WORK
Event Disposition: D480 - 2/5/2019
- 41 Department: D15 -- Event: SETTLEMENT CONFERENCE -- Scheduled Date & Time: 2/6/2019 at 13:00:00
Extra Event Text: /// ORAL ARGS RE: PRETRIAL MOTION WORK
Event Disposition: D844 - 2/5/2019
- 42 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 2/7/2019 at 08:30:00
Extra Event Text: Wendy A. Jaksick's Emergency Motion to Compel Production of Subtrust Accountings
Event Disposition: S200 - 2/21/2019
- 43 Department: D15 -- Event: TRIAL - JURY -- Scheduled Date & Time: 2/7/2019 at 09:00:00
Extra Event Text: DAY 1
Event Disposition: D844 - 2/5/2019
- 44 Department: B -- Event: DISCOVERY DISPUTE CONF -- Scheduled Date & Time: 2/8/2019 at 13:30:00
Extra Event Text: DISCOVERY DISPUTE HEARING - ORAL ARGUMENTS
Event Disposition: D435 - 2/8/2019
- 45 Department: D15 -- Event: TRIAL - JURY -- Scheduled Date & Time: 2/14/2019 at 09:00:00
Extra Event Text: DAY 1 OF FOUR WEEKS
Event Disposition: D832 - 2/14/2019

- 46 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 2/15/2019 at 09:00:00
Extra Event Text: DAY 2
Event Disposition: D832 - 2/15/2019
- 47 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 2/19/2019 at 09:00:00
Extra Event Text: DAY 2
Event Disposition: D832 - 2/19/2019
- 48 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 2/20/2019 at 09:00:00
Extra Event Text: DAY 4
Event Disposition: D832 - 2/20/2019
- 49 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 2/21/2019 at 09:45:00
Extra Event Text: DAY 5
Event Disposition: D832 - 2/21/2019
- 50 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 2/22/2019 at 08:30:00
Extra Event Text: DAY 6
Event Disposition: D832 - 2/22/2019
- 51 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 2/25/2019 at 08:45:00
Extra Event Text: DAY 7
Event Disposition: D832 - 2/25/2019
- 52 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 2/26/2019 at 11:00:00
Extra Event Text: COUNSEL IN AT 9:00 A.M.
Event Disposition: D832 - 2/26/2019
- 53 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 2/27/2019 at 08:45:00
Extra Event Text: DAY 9
Event Disposition: D832 - 2/27/2019
- 54 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 2/28/2019 at 08:45:00
Extra Event Text: DAY 10
Event Disposition: D832 - 2/28/2019
- 55 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 3/1/2019 at 08:45:00
Extra Event Text: DAY 11
Event Disposition: D832 - 3/1/2019
- 56 Department: D15 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 3/4/2019 at 09:00:00
Extra Event Text: DAY 12
Event Disposition: D582 - 3/4/2019
- 57 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 3/26/2019 at 13:28:00
Extra Event Text: TODD B JAKSICK INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH LLC'S MOTION FOR ENTRY OF JUDGMENT ON JURY VERI
Event Disposition: S200 - 5/20/2019
- 58 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 4/2/2019 at 09:54:00
Extra Event Text: REQUEST FOR SUBMISSION OF MOTION FOR ORDER A WARDING COSTS AND ATTORNEYS' FEES
Event Disposition: S200 - 5/24/2019
- 59 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/1/2019 at 13:28:00
Extra Event Text: MOTION FOR PRETRIAL/STATUS CONFERENCE FILED 4-17-19
Event Disposition: S200 - 5/20/2019

- 60 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/6/2019 at 16:51:00
Extra Event Text: TODD JAKSICK'S MOTION IN LIMINE OR IN THE ALTERNATIVE MOTION FOR PARTIAL SUMMARY JUDGMENT FILED 4-18-19
Event Disposition: S200 - 5/20/2019
- 61 Department: D15 -- Event: EXHIBITS TO BE MARKED W/CLERK -- Scheduled Date & Time: 5/13/2019 at 08:00:00

Event Disposition: D596 - 5/13/2019
- 62 Department: D15 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 5/13/2019 at 10:00:00
Extra Event Text: DAY 1
Event Disposition: D840 - 5/13/2019
- 63 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/16/2019 at 16:52:00
Extra Event Text: REQUEST FOR SUBMISSION OF WENDY JAKSICK'S OFFER OF ADDITIONAL DOCUMENTARY EVIDENCE IN REGARD TO EQUITABLE CLA
Event Disposition: S200 - 5/20/2019
- 64 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 6/5/2019 at 16:57:00
Extra Event Text: MOTION TO DISMISS OR STRIKE WENDY JAKSICK'S SECOND SUPPLEMENT TO FIRST AMENDED COUNTER PETITION FILED 5/29/19
Event Disposition: S200 - 7/3/2019
- 65 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 6/6/2019 at 15:20:00
Extra Event Text: MOTION TO STRIKE FILED 5-20-19
Event Disposition: S200 - 7/3/2019
- 66 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 6/19/2019 at 14:44:00
Extra Event Text: MOTION TO REDACT FILED 5/29/19
Event Disposition: S200 - 7/29/2019
- 67 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 7/1/2019 at 15:58:00
Extra Event Text: REQUEST FOR SUBMISISON OF PETITION FOR AN ORDER CONFIRMING TRUST OWNERSHIP OF VEHICLE
Event Disposition: S200 - 9/9/2019
- 68 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 8/7/2019 at 16:39:00
Extra Event Text: REQUEST FOR SUBMISSION OF WENDY JAKSICK'S EMERGENCY MOTION TO COMPEL DISTRIBUTIONS FROM THE FAMILY TRUST
Event Disposition: S200 - 9/13/2019
- 69 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 4/14/2020 at 09:56:00
Extra Event Text: MOTION TO STRIKE VERIFIED MEMORANDUM OF COSTS FILED 3-26-2020
Event Disposition: S200 - 4/21/2020
- 70 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 4/21/2020 at 20:27:00
Extra Event Text: WENDY JAKSICK'S COMBINED MOTION TO RETAX COSTS OF TODD JAKSICK, INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RAN
Event Disposition: S200 - 4/30/2020
- 71 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 4/22/2020 at 17:25:00
Extra Event Text: VERIFIED MEMORANDUM OF COSTS (NO ORDER PROVIDED)
Event Disposition: S200 - 4/30/2020
- 72 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/1/2020 at 14:31:00
Extra Event Text: REQUEST FOR SUBMISSION OF MOTION FOR ATTORNEYS' FEES AND COSTS - KEVIN RILEY
Event Disposition: S200 - 6/10/2020
- 73 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/1/2020 at 14:31:00
Extra Event Text: REQUEST FOR SUBMISSION OF MOTION FOR ATTORNEYS' FEES AND COSTS
Event Disposition: S200 - 6/10/2020

- 74 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/1/2020 at 15:39:00
Extra Event Text: MOTION FOR ORDER AWARDING COSTS AND ATTORNEY'S FEES FOR TODD JAKSICK, INDIVIDUALLY, FOR TRIAL ON EQUITABLE CLAIM
Event Disposition: S200 - 6/10/2020
- 75 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/7/2020 at 17:12:00
Extra Event Text: PROPOSED ORDER AWARDING COSTS (ORDER PROVIDED)
Event Disposition: S200 - 5/19/2020
- 76 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/11/2020 at 09:21:00
Extra Event Text: MOTION FOR LEAVE AND FIRST SUPPLEMENT TO VERIFIED MEMORANDUM OF COSTS (NO ORDER PROVIDED)
Event Disposition: S200 - 6/10/2020
- 77 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/18/2020 at 21:59:00
Extra Event Text: PROPOSED ORDER AWARDING COSTS (ORDER ATTACHED AS EXHIBIT 1)
Event Disposition: S200 - 5/19/2020
- 78 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/18/2020 at 21:58:00
Extra Event Text: MEMORANDUM OF ATTORNEY'S FEES BY STANLEY JAKSICK CO-TRUSTEE (NO ORDER PROVIDED)
Event Disposition: S200 - 6/10/2020
- 79 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/19/2020 at 14:38:00
Extra Event Text: MOTION TO ALTER OR AMEND THE JUDGMENT (NO ORDER PROVIDED)
Event Disposition: S200 - 6/10/2020
- 80 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 5/19/2020 at 14:40:00
Extra Event Text: TODD B. JAKSICK'S MOTION TO AMEND JUDGMENT (NO ORDER PROVIDED)
Event Disposition: S200 - 6/10/2020
- 81 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 6/8/2020 at 16:40:00
Extra Event Text: Motion to Strike Wendy's Supplemental Motion in Support of Aware of Attorney's Fees to Wendy Jaksick's Attorneys
Event Disposition: S200 - 6/10/2020
- 82 Department: D15 -- Event: Request for Submission -- Scheduled Date & Time: 6/9/2020 at 00:03:00
Extra Event Text: MOTION TO STRIKE OR REDACT BY STANLEY JAKSICK (NO ORDER PROVIDED)
Event Disposition: S200 - 6/10/2020

Actions

- | | <u>Filing Date</u> | <u>-</u> | <u>Docket Code & Description</u> |
|---|--------------------|----------|---|
| 1 | 8/2/2017 | - | \$3544 - \$Pet Living Trust 200K or more
Additional Text: Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court , And for Approval of Accountings and other trust administration matters - Transaction 6228263 - Approved By: CSULEZIC : 08-02-2017:12:46:02 |
| 2 | 8/2/2017 | - | PAYRC - **Payment Receipted
Additional Text: A Payment of \$527.50 was made on receipt DCDC582528. |
| 3 | 8/2/2017 | - | 2550 - Notice of Hearing
Additional Text: NOTICE OF HEARING CALENDAR CODE NO. HP26: OCTOBER 11, 2017; 10:00 AM - Transaction 6228797 - Approved By: YVILORIA : 08-02-2017:15:04:26 |
| 4 | 8/2/2017 | - | 1040P - Affidavit of Mailing - PR
Additional Text: Transaction 6228797 - Approved By: YVILORIA : 08-02-2017:15:04:26 |
| 5 | 8/2/2017 | - | NEF - Proof of Electronic Service
Additional Text: Transaction 6228939 - Approved By: NOREVIEW : 08-02-2017:15:05:22 |

- 6 10/10/2017 - 2630 - Objection to ...
Additional Text: OBJECTION TO APPROVAL OF ACCOUNTINGS AND OTHER TRUST ADMINISTRATION MATTERS - Transaction 6340071 - Approved By: CSULEZIC : 10-10-2017:15:44:18
- 7 10/10/2017 - \$1560 - \$Def 1st Appearance - CV
Additional Text: STANLEY JAKSICK - Transaction 6340071 - Approved By: CSULEZIC : 10-10-2017:15:44:18
- 8 10/10/2017 - 2650 - Opposition to ...
Additional Text: 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 MATTERS - Transaction 6340199 - Approved By: CSULEZIC : 10-11-2017:08:10:46
- 9 10/10/2017 - \$1560 - \$Def 1st Appearance - CV
Additional Text: WENDY JAKSICK - Transaction 6340199 - Approved By: CSULEZIC : 10-11-2017:08:10:46
- 10 10/10/2017 - 2520 - Notice of Appearance
Additional Text: WENDY JAKSICK - Transaction 6340215 - Approved By: CSULEZIC : 10-11-2017:08:14:29
- 11 10/10/2017 - 1130 - Answer ...
Additional Text: RESPONDENT WENDY A JAKSICK'S ANSWER TO PETITION FOR APPROVAL OF ACCOUNTINGS AND OTHER TRUST ADMINISTRATION MATTERS - Transaction 6340236 - Approved By: YVILORIA : 10-11-2017:08:10:17
- 12 10/10/2017 - \$1560 - \$Def 1st Appearance - CV
Additional Text: WENDY A. JAKSICK - Transaction 6340236 - Approved By: YVILORIA : 10-11-2017:08:10:17
- 13 10/10/2017 - PAYRC - **Payment Received
Additional Text: A Payment of \$213.00 was made on receipt DCDC588880.
- 14 10/10/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6340306 - Approved By: NOREVIEW : 10-10-2017:15:45:17
- 15 10/11/2017 - PAYRC - **Payment Received
Additional Text: A Payment of \$213.00 was made on receipt DCDC588900.
- 16 10/11/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6340844 - Approved By: NOREVIEW : 10-11-2017:08:11:19
- 17 10/11/2017 - PAYRC - **Payment Received
Additional Text: A Payment of \$213.00 was made on receipt DCDC588901.
- 18 10/11/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6340847 - Approved By: NOREVIEW : 10-11-2017:08:11:49
- 19 10/11/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6340859 - Approved By: NOREVIEW : 10-11-2017:08:15:28
- 20 10/11/2017 - 1817 - Initial Appear. Fee Disclosure
Additional Text: Transaction 6341029 - Approved By: CSULEZIC : 10-11-2017:09:20:10
- 21 10/11/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6341101 - Approved By: NOREVIEW : 10-11-2017:09:23:19
- 22 10/12/2017 - 1947 - Master Recommend/Ord PC
Additional Text: COMMISSIONER'S RECOMMENDATION REFERRING CASE TO PROBATE JUDGE - Transaction 6343746 - Approved By: NOREVIEW : 10-12-2017:10:03:38
- 23 10/12/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6343749 - Approved By: NOREVIEW : 10-12-2017:10:04:33

- 24 10/12/2017 - MIN - ***Minutes
Additional Text: 10/11/2017: Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court , and for Approval of Accountings and Other Trust Administration Matters - Transaction 6344034 - Approved By: NOREVIEW : 10-12-2017:11:11:21
- 25 10/12/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6344036 - Approved By: NOREVIEW : 10-12-2017:11:12:11
- 26 10/17/2017 - 2665 - Ord Accepting Reassignment
Additional Text: ORDER ACCEPTING TRANSFER - Transaction 6351843 - Approved By: NOREVIEW : 10-17-2017:17:00:43
- 27 10/17/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6351850 - Approved By: NOREVIEW : 10-17-2017:17:01:51
- 28 10/18/2017 - PAYVD - **Payment Voided
Additional Text: Receipt Number DCDC588901 has been voided.
- 29 11/3/2017 - 2520 - Notice of Appearance
Additional Text: DUPLICATE FILING - Transaction 6379235 - Approved By: SWILLIAM : 11-03-2017:16:19:18
- 30 11/3/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6379681 - Approved By: NOREVIEW : 11-03-2017:16:20:21
- 31 11/6/2017 - 2605 - Notice to Set
Additional Text: NOTICE TO SET STATUS CONFERENCE - 11/27/17 AT 0930 - Transaction 6382018 - Approved By: RKWATKIN : 11-06-2017:15:48:50
- 32 11/6/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6382078 - Approved By: NOREVIEW : 11-06-2017:15:49:52
- 33 11/27/2017 - 1250E - Application for Setting eFile
Additional Text: CMC/STATUS CONFERENCE 1/4/18 - Transaction 6409170 - Approved By: NOREVIEW : 11-27-2017:09:43:50
- 34 11/27/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6409172 - Approved By: NOREVIEW : 11-27-2017:09:44:51
- 35 12/29/2017 - 2520 - Notice of Appearance
Additional Text: CAROLYN RENNER, ESQ. FOR STANLEY JAKSICK, TODD JAKSICK, AND MICHAEL KIMMEL - Transaction 6459544 - Approved By: PMSEWELL : 12-29-2017:15:58:36
- 36 12/29/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6459575 - Approved By: NOREVIEW : 12-29-2017:16:01:04
- 37 1/2/2018 - 3835 - Report...
Additional Text: PETITIONERS STATUS REPORT - Transaction 6460488 - Approved By: CSULEZIC : 01-02-2018:11:05:00
- 38 1/2/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6460598 - Approved By: NOREVIEW : 01-02-2018:11:06:02
- 39 1/2/2018 - 1290 - Association of Counsel
Additional Text: ADAM HOSMER-HENNER ESQ ASSOCIATES WITH PHILIP L KREITLEIN ESQ / STANLEY S. JAKSICK - Transaction 6461080 - Approved By: YVILORIA : 01-02-2018:14:14:09
- 40 1/2/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6461263 - Approved By: NOREVIEW : 01-02-2018:14:15:08
- 41 1/3/2018 - 1580 - Demand for Jury
Additional Text: WENDY JAKSICK - Transaction 6463809 - Approved By: PMSEWELL : 01-03-2018:15:34:22

- 42 1/3/2018 - JF - **First Day Jury Fees Deposit
Additional Text: WENDY JAKSICK - Transaction 6463809 - Approved By: PMSEWELL : 01-03-2018:15:34:22
- 43 1/3/2018 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$320.00 was made on receipt DCDC596361.
- 44 1/3/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6464104 - Approved By: NOREVIEW : 01-03-2018:15:35:31
- 45 1/3/2018 - 3880 - Response...
Additional Text: RESPONSE TO PETITIONERS' STATUS REPORT - Transaction 6464499 - Approved By: YVILORIA : 01-04-2018:08:48:05
- 46 1/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6464765 - Approved By: NOREVIEW : 01-04-2018:08:49:04
- 47 1/5/2018 - 3015 - Ord Granting Consolidation
Additional Text: ORDER AFTER CASE MANAGMENT CONFERENCE CONSOLIDATING CASES, PR17-00446 CONSOLIDATED INTO PR17-00445 - Transaction 6467782 - Approved By: NOREVIEW : 01-05-2018:11:00:12
- 48 1/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6467788 - Approved By: NOREVIEW : 01-05-2018:11:01:16
- 49 1/5/2018 - 1477 - **Consolidated With...
Additional Text: CONSOLIDATED WITH PR17-00446. PLEASE FILE ALL FUTURE PLEADINGS IN THIS CASE.
- 50 1/8/2018 - MIN - ***Minutes
Additional Text: 1/4/18 CASE MANAGMENT CONFERENCE - Transaction 6470666 - Approved By: NOREVIEW : 01-08-2018:14:29:55
- 51 1/8/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6470668 - Approved By: NOREVIEW : 01-08-2018:14:30:46
- 52 1/17/2018 - 4185 - Transcript
Additional Text: 1/4/18 Case Management Conference - Transaction 6483879 - Approved By: NOREVIEW : 01-17-2018:10:36:50
- 53 1/17/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6483886 - Approved By: NOREVIEW : 01-17-2018:10:37:53
- 54 1/19/2018 - 3645 - Petition ...
Additional Text: Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties , for Removal of Trustees and Appointment of Independent Trustee(s), and for Declatory Judgment and other relief - Transaction 6490336 - Approved By: YVILORIA : 01-22-2018:08:22:13
- 55 1/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6490560 - Approved By: NOREVIEW : 01-22-2018:08:23:15
- 56 2/1/2018 - 3915 - Scheduling Order
Additional Text: Transaction 6510244 - Approved By: NOREVIEW : 02-01-2018:10:25:03
- 57 2/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6510246 - Approved By: NOREVIEW : 02-01-2018:10:25:53
- 58 2/6/2018 - 2315 - Mtn to Dismiss ...
Additional Text: Transaction 6517872 - Approved By: SWILLIAM : 02-06-2018:16:09:29
- 59 2/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6518610 - Approved By: NOREVIEW : 02-06-2018:16:10:26

- 60 2/12/2018 - 2610 - Notice ...
Additional Text: NOTICE OF CHANGE OF FIRMNAME - Transaction 6527516 - Approved By: YVILORIA : 02-12-2018:13:14:11
- 61 2/12/2018 - 2520 - Notice of Appearance
Additional Text: THERESE M. SHANKS ESQ / TODD B JAKSICK - Transaction 6527523 - Approved By: YVILORIA : 02-12-2018:13:18:13
- 62 2/12/2018 - 2490 - Motion ...
Additional Text: Todd B. Jaksick's, as an Individual, Joinder to Motion to Dismiss - Transaction 6527542 - Approved By: SWILLIAM : 02-12-2018:13:12:17
- 63 2/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6527560 - Approved By: NOREVIEW : 02-12-2018:13:13:13
- 64 2/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6527568 - Approved By: NOREVIEW : 02-12-2018:13:15:13
- 65 2/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6527584 - Approved By: NOREVIEW : 02-12-2018:13:19:12
- 66 2/15/2018 - 2315 - Mtn to Dismiss ...
Additional Text: Todd B. Jaksick's, as Beneficiary, Supplement to Joinder to Motion to Dismiss - Transaction 6536017 - Approved By: CSULEZIC : 02-16-2018:08:33:20
- 67 2/16/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6536190 - Approved By: NOREVIEW : 02-16-2018:08:34:23
- 68 2/23/2018 - 1290 - Association of Counsel
Additional Text: Motion to Associate Counsel - - Transaction 6546984 - Approved By: CSULEZIC : 02-23-2018:13:12:04
- 69 2/23/2018 - 1290 - Association of Counsel
Additional Text: Motion to Associate Counsel - Transaction 6546999 - Approved By: CSULEZIC : 02-23-2018:13:30:23
- 70 2/23/2018 - 1110 - Amended Pet ...
Additional Text: First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief - Transaction 6547005 - Approved By: SWILLIAM : 02-23-2018:13:42:43
- 71 2/23/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6547138 - Approved By: NOREVIEW : 02-23-2018:13:13:44
- 72 2/23/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6547221 - Approved By: NOREVIEW : 02-23-2018:13:31:25
- 73 2/23/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6547281 - Approved By: NOREVIEW : 02-23-2018:13:43:47
- 74 2/26/2018 - 2630 - Objection to ...
Additional Text: Respondent's Objections and Response to Motion to Dismiss - Transaction 6550389 - Approved By: YVILORIA : 02-27-2018:08:35:29
- 75 2/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6550728 - Approved By: NOREVIEW : 02-27-2018:08:36:27
- 76 3/6/2018 - 3975 - Statement ...
Additional Text: STATUS CONFERENCE STATEMENT FOR AND ON BEHALF OF TODD B. JAKSICK, INDIVIDUALLY, AND AS AN HEIR - Transaction 6562852 - Approved By: YVILORIA : 03-06-2018:13:42:10
- 77 3/6/2018 - 1120 - Amended ...
Additional Text: RESPONDENTS FIRST AMENDED OBJECTIONS AND RESPONSE TO MOTION TO DISMISS - Transaction 6563064 - Approved By: CSULEZIC : 03-06-2018:14:06:27

- 78 3/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6563363 - Approved By: NOREVIEW : 03-06-2018:13:43:08
- 79 3/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6563535 - Approved By: NOREVIEW : 03-06-2018:14:07:27
- 80 3/8/2018 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO DIMISS - Transaction 6568561 - Approved By: JAPARICI : 03-09-2018:08:57:37
- 81 3/8/2018 - 3860 - Request for Submission
Additional Text: - Transaction 6568561 - Approved By: JAPARICI : 03-09-2018:08:57:37
DOCUMENT TITLE: REQUEST FOR SUBMISSION OF OF MOTION TO DISMISS
PARTY SUBMITTING: CAROLYN K. RENNER, ESQ
DATE SUBMITTED: 03/09/2018
SUBMITTED BY: JAPARICIO
DATE RECEIVED JUDGE OFFICE:
- 82 3/8/2018 - 3795 - Reply...
Additional Text: REPLY TO RESPONDENTS' FIRST AMENDED OBJECTIONS AND RESPONSE TO MOTION TO DISMISS - Transaction 6568693 - Approved By: PMSEWELL : 03-08-2018:16:49:53
- 83 3/8/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6568993 - Approved By: NOREVIEW : 03-08-2018:16:51:05
- 84 3/9/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6569252 - Approved By: NOREVIEW : 03-09-2018:08:58:40
- 85 3/12/2018 - MIN - ***Minutes
Additional Text: 3/7/18 STATUS HEARING - Transaction 6572543 - Approved By: NOREVIEW : 03-12-2018:14:19:32
- 86 3/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6572547 - Approved By: NOREVIEW : 03-12-2018:14:20:32
- 87 3/13/2018 - 2780 - Ord Assoc Counsel SCR42
Additional Text: Transaction 6575412 - Approved By: NOREVIEW : 03-13-2018:16:19:44
- 88 3/13/2018 - 2780 - Ord Assoc Counsel SCR42
Additional Text: Transaction 6575415 - Approved By: NOREVIEW : 03-13-2018:16:20:15
- 89 3/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6575417 - Approved By: NOREVIEW : 03-13-2018:16:20:45
- 90 3/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6575420 - Approved By: NOREVIEW : 03-13-2018:16:21:17
- 91 3/13/2018 - 2540 - Notice of Entry of Ord
Additional Text: Admitting to Practice - Transaction 6575619 - Approved By: NOREVIEW : 03-13-2018:16:54:19
- 92 3/13/2018 - 2540 - Notice of Entry of Ord
Additional Text: Admitting to Practice - Transaction 6575619 - Approved By: NOREVIEW : 03-13-2018:16:54:19
- 93 3/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6575624 - Approved By: NOREVIEW : 03-13-2018:16:55:20
- 94 3/23/2018 - 2630 - Objection to ...
Additional Text: Amended Objection and Counter-Petition re Issue Trust - Transaction 6594539 - Approved By: CSULEZIC : 03-26-2018:09:02:21

- 95 3/23/2018 - 2630 - Objection to ...
Additional Text: Amended Objection and Counter Petition re: Family Trust - Transaction 6594540 - Approved By: CSULEZIC : 03-26-2018:09:02:52
- 96 3/26/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6594726 - Approved By: NOREVIEW : 03-26-2018:09:03:18
- 97 3/26/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6594728 - Approved By: NOREVIEW : 03-26-2018:09:03:40
- 98 3/30/2018 - 2840 - Ord Denying ...
Additional Text: ORDER DENYING MOTION TO DISMISS - Transaction 6605149 - Approved By: NOREVIEW : 03-30-2018:13:04:04
- 99 3/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6605153 - Approved By: NOREVIEW : 03-30-2018:13:05:04
- 100 3/30/2018 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 6605310 - Approved By: NOREVIEW : 03-30-2018:13:42:49
- 101 3/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6605315 - Approved By: NOREVIEW : 03-30-2018:13:43:49
- 102 4/2/2018 - S200 - Request for Submission Complet
Additional Text: REQUEST FOR SUBMISSION OF OF MOTION TO DISMISS
- 103 4/9/2018 - 2315 - Mtn to Dismiss ...
Additional Text: Stanley Jaksick's Consumer Fraud Claims in His (1) Amended and Counter-Petition Re: Family Trust and (2) Amended Objection and Counter-Petition Re: Issue Trust - Transaction 6619004 - Approved By: CSULEZIC : 04-09-2018:14:08:58
- 104 4/9/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6619158 - Approved By: NOREVIEW : 04-09-2018:14:09:54
- 105 4/9/2018 - 1130 - Answer ...
Additional Text: TODD B. JAKSICK'S ANSWER AND OBJECTIONS TO FIRST AMENDED COUNTER-PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S) AND FOR DECLARATORY JUDGMENT AND OTHER RELIEF - Transaction 6620071 - Approved By: YVILORIA : 04-10-2018:09:27:46
- 106 4/10/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6620308 - Approved By: NOREVIEW : 04-10-2018:09:28:57
- 107 4/11/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING VIDEOTAPED DEPOSITION OF WENDY JAKSICK - Transaction 6624512 - Approved By: YVILORIA : 04-12-2018:08:41:04
- 108 4/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6625056 - Approved By: NOREVIEW : 04-12-2018:08:42:20
- 109 4/12/2018 - 1830 - Joinder...
Additional Text: LIMITED JOINDER TO TODD B. JAKSICK'S PARTIAL MOTION TO DISMISS STANLEY JAKSICK'S CONSUMER FRAUD CLAIM IN HIS AMENDED OBJECTION AND COUNTER-PETITION RE: ISSUE TRUST - Transaction 6627423 - Approved By: YVILORIA : 04-12-2018:16:31:28
- 110 4/12/2018 - 1830 - Joinder...
Additional Text: LIMITED JOINDER TO TODD B. JAKSICK'S PARTIAL MOTION TO DISMISS STANLEY JAKSICK'S CONSUMER FRAUD CLAIM IN HIS AMENDED OBJECTION AND COUNTER-PETITION RE: FAMILY TRUST - Transaction 6627423 - Approved By: YVILORIA : 04-12-2018:16:31:28
- 111 4/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6627441 - Approved By: NOREVIEW : 04-12-2018:16:33:42

- 112 4/13/2018 - 1130 - Answer ...
Additional Text: TODD B. JAKSICK AND MICHAEL S. KIMMEL'S ANSWER TO FIRST AMENDED COUNTER-PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S) - Transaction 6629356 - Approved By: YVILORIA : 04-13-2018:15:36:33
- 113 4/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6629456 - Approved By: NOREVIEW : 04-13-2018:15:37:42
- 114 4/17/2018 - 2520 - Notice of Appearance
Additional Text: DONALD A. LATTIN, ESQ, BRIAN C. MCQUAID ESQ AND CAROLYN K RENNER ESQ - Transaction 6633107 - Approved By: YVILORIA : 04-17-2018:11:35:20
- 115 4/17/2018 - \$1560 - \$Def 1st Appearance - CV
Additional Text: INST KEVIN RILEY, FORMER TRUSTEE OF THE SAMUEL S. JAKSICK JR FAMILY TRUST AND TRUSTEE OF THE WENDY A JAKSICK 2012 BHC FAMILY TRUST - Transaction 6633107 - Approved By: YVILORIA : 04-17-2018:11:35:20
- 116 4/17/2018 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$213.00 was made on receipt DCDC606604.
- 117 4/17/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6633247 - Approved By: NOREVIEW : 04-17-2018:11:38:43
- 118 4/17/2018 - 1130 - Answer ...
Additional Text: KEVIN RILEY'S ANSWER TO FIRST AMENDED COUNTER-PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S) - Transaction 6633271 - Approved By: CVERA : 04-17-2018:11:54:56
- 119 4/17/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6633334 - Approved By: NOREVIEW : 04-17-2018:11:55:45
- 120 4/18/2018 - 2582 - Notice of Taking Deposition
Additional Text: of Wendy Jaksick (Amended) - Transaction 6637126 - Approved By: PMSEWELL : 04-19-2018:08:21:45
- 121 4/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6637231 - Approved By: NOREVIEW : 04-19-2018:08:22:40
- 122 4/19/2018 - 1650 - Errata...
Additional Text: ERRATA TO TODD B. JAKSICK AND MICHAEL S. KIMMEL'S ANSWER TO FIRST AMENDED COUNTER-PETITION - Transaction 6639026 - Approved By: CVERA : 04-19-2018:15:42:07
- 123 4/19/2018 - 1650 - Errata...
Additional Text: ERRATA TO KEVIN RILEY'S ANSWER TO FIRST AMENDED COUNTER-PETITION - Transaction 6639030 - Approved By: CVERA : 04-19-2018:15:42:51
- 124 4/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6639107 - Approved By: NOREVIEW : 04-19-2018:15:43:16
- 125 4/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6639111 - Approved By: NOREVIEW : 04-19-2018:15:43:48
- 126 4/20/2018 - 1830 - Joinder...
Additional Text: Joinder to Todd B. Jaksick's Amended Notice of Taking Videotaped Deposition of Wendy Jaksick - Transaction 6640036 - Approved By: CSULEZIC : 04-20-2018:13:04:49
- 127 4/20/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6640533 - Approved By: NOREVIEW : 04-20-2018:13:05:43
- 128 4/23/2018 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PARTIAL MOTION TO DISMISS STANLEY JAKSICK'S CONSUMER FRAUD CLAIMS IN HIS (1) AMENDED OBJECTION AND COUNTER-PETITION RE: FAMILY TRUST AND (2) AMENDED OBJECTION AND COUNTER-PETITION RE: ISSUE TRUST - Transaction 6644043 - Approved By: PMSEWELL : 04-24-2018:09:34:15

- 129 4/24/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6644435 - Approved By: NOREVIEW : 04-24-2018:09:37:13
- 130 4/25/2018 - 3835 - Report...
Additional Text: PETITIONERS' STATUS REPORT - Transaction 6647471 - Approved By: PMSEWELL : 04-25-2018:14:00:03
- 131 4/25/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6647637 - Approved By: NOREVIEW : 04-25-2018:14:01:20
- 132 4/26/2018 - 3975 - Statement ...
Additional Text: Todd Jaksick's Status Conference Statement - Transaction 6649151 - Approved By: PMSEWELL : 04-26-2018:09:56:40
- 133 4/26/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6649248 - Approved By: NOREVIEW : 04-26-2018:09:57:36
- 134 4/26/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING VIDEOTAPED DEPOSITION OF STANLEY JAKSICK - Transaction 6651112 - Approved By: YVILORIA : 04-27-2018:08:33:15
- 135 4/26/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION OF MICHAEL KIMMEL - Transaction 6651113 - Approved By: YVILORIA : 04-27-2018:08:33:35
- 136 4/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6651176 - Approved By: NOREVIEW : 04-27-2018:08:34:11
- 137 4/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6651177 - Approved By: NOREVIEW : 04-27-2018:08:34:30
- 138 4/30/2018 - MIN - ***Minutes
Additional Text: 4/26/18 STATUS CONFERENCE - Transaction 6655441 - Approved By: NOREVIEW : 04-30-2018:16:48:51
- 139 4/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6655452 - Approved By: NOREVIEW : 04-30-2018:16:50:17
- 140 5/2/2018 - 3795 - Reply...
Additional Text: IN SUPPORT OF PARTIAL MOTION TO DISMISS - Transaction 6659769 - Approved By: CVERA : 05-02-2018:15:11:08
- 141 5/2/2018 - 3860 - Request for Submission
Additional Text: Transaction 6659781 - Approved By: CVERA : 05-02-2018:15:49:46
DOCUMENT TITLE: OF TODD B. JAKSICK'S PARTIAL MOTION TO DISMISS
PARTY SUBMITTING: KENT RICHARD ROBISON, ESQ.
DATE SUBMITTED: 05/02/18
SUBMITTED BY: CVERA
DATE RECEIVED JUDGE OFFICE:
- 142 5/2/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6660055 - Approved By: NOREVIEW : 05-02-2018:15:14:24
- 143 5/2/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6660240 - Approved By: NOREVIEW : 05-02-2018:15:50:54
- 144 5/3/2018 - 1830 - Joinder...
Additional Text: JOINDER TO TODD B. JAKSICK'S REPLY IN SUPPORT OF PARTIAL MOTION TO DIMISS - Transaction 6661306 - Approved By: JAPARICI : 05-03-2018:11:03:49
- 145 5/3/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6661381 - Approved By: NOREVIEW : 05-03-2018:11:04:49

- 146 5/7/2018 - 3975 - Statement ...
Additional Text: Respondent Wendy A. Jaksick's Prehearing Statement - Transaction 6666863 - Approved By: CSULEZIC : 05-07-2018:16:57:53
- 147 5/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6667337 - Approved By: NOREVIEW : 05-07-2018:17:00:46
- 148 5/8/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITIONS OF JAKSICK FAMILY LLC'S PERSON MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6668284 - Approved By: YVILORIA : 05-08-2018:11:39:20
- 149 5/8/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITIONS OF MONTREUX GOLF CLUB LTD'S PERSON MOST KNOWLEDGABLE - Transaction 6668293 - Approved By: YVILORIA : 05-08-2018:11:41:36
- 150 5/8/2018 - 2582 - Notice of Taking Deposition
Additional Text: Montreux Golf Club Holding Co., LLC's PMK - Transaction 6668299 - Approved By: PMSEWELL : 05-08-2018:11:41:24
- 151 5/8/2018 - 2582 - Notice of Taking Deposition
Additional Text: Toiyabe Investment Co.'s PMK - Transaction 6668311 - Approved By: PMSEWELL : 05-08-2018:11:43:45
- 152 5/8/2018 - 2582 - Notice of Taking Deposition
Additional Text: Lakeridge Golf Course Ltd.'s PMK - Transaction 6668316 - Approved By: PMSEWELL : 05-08-2018:11:44:02
- 153 5/8/2018 - 2582 - Notice of Taking Deposition
Additional Text: Montreux Development Group, LLC's PMK - Transaction 6668320 - Approved By: PMSEWELL : 05-08-2018:11:44:22
- 154 5/8/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6668349 - Approved By: NOREVIEW : 05-08-2018:11:40:12
- 155 5/8/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6668362 - Approved By: NOREVIEW : 05-08-2018:11:42:33
- 156 5/8/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6668363 - Approved By: NOREVIEW : 05-08-2018:11:42:47
- 157 5/8/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6668370 - Approved By: NOREVIEW : 05-08-2018:11:44:50
- 158 5/8/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6668371 - Approved By: NOREVIEW : 05-08-2018:11:44:59
- 159 5/8/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6668373 - Approved By: NOREVIEW : 05-08-2018:11:45:21
- 160 5/9/2018 - MIN - ***Minutes
Additional Text: 5/8/2018 Telephonic Conference re Discovery Dispute - Transaction 6671564 - Approved By: NOREVIEW : 05-09-2018:15:14:55
- 161 5/9/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6671572 - Approved By: NOREVIEW : 05-09-2018:15:16:05
- 162 5/15/2018 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 6681370 - Approved By: NOREVIEW : 05-15-2018:16:46:46
- 163 5/15/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6681371 - Approved By: NOREVIEW : 05-15-2018:16:47:44

- 164 5/15/2018 - S200 - Request for Submission Complet
Additional Text: RECOMMENDATION FOR ORDER FILED 5-15-18 RE: REQUEST FOR PROTECTIVE ORDER
- 165 5/18/2018 - 2610 - Notice ...
Additional Text: NOTICE OF DEPOSITION OF TODD JAKSICK - Transaction 6687498 - Approved By: CVERA : 05-18-2018:13:42:21
- 166 5/18/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6687504 - Approved By: NOREVIEW : 05-18-2018:13:45:51
- 167 5/22/2018 - 1830 - Joinder...
Additional Text: JOINDER TO TODD B. JAKSICK'S NOTICE OF TAKING DEPOSITIONS OF MONTREUX DEVELOPMENT GROUP, LLC'S PERSON MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6691480 - Approved By: YVILORIA : 05-22-2018:12:09:21
- 168 5/22/2018 - 1830 - Joinder...
Additional Text: JOINDER TO TODD B. JAKSICK'S NOTICE OF TAKING DEPOSITIONS OF MONTREUX GOLF CLUB LTD.'S PERSON MOST KNOWLEDGEABLE - Transaction 6691489 - Approved By: YVILORIA : 05-22-2018:12:10:26
- 169 5/22/2018 - 1830 - Joinder...
Additional Text: JOINDER TO TODD B. JAKSICK'S NOTICE OF TAKING DEPOSITIONS OF TOIYABE INVESTMENT CO.'S PERSON MOST KNOWLEDGEABLE - Transaction 6691502 - Approved By: YVILORIA : 05-22-2018:12:11:58
- 170 5/22/2018 - 1830 - Joinder...
Additional Text: JOINDER TO TODD B. JAKSICK'S NOTICE OF TAKING DEPOSITIONS OF MONTREUX GOLF CLUB HOLDING COMPANY, LLC'S PERSON MOST KNOWLEDGEABLE - Transaction 6691513 - Approved By: CVERA : 05-22-2018:12:14:09
- 171 5/22/2018 - 1830 - Joinder...
Additional Text: JOINDER TO TODD B. JAKSICK'S NOTICE OF TAKING DEPOSITIONS OF JAKSICK FAMILY, LLC'S PERSON MOST KNOWLEDGEABLE - Transaction 6691523 - Approved By: CVERA : 05-22-2018:12:16:14
- 172 5/22/2018 - 1830 - Joinder...
Additional Text: JOINDER TO TODD B. JAKSICK'S NOTICE OF TAKING DEPOSITIONS OF LAKERIDGE GOLF COURSE, LTD.'S PERSON MOST KNOWLEDGEABLE - Transaction 6691548 - Approved By: JAPARICI : 05-22-2018:12:43:28
- 173 5/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6691629 - Approved By: NOREVIEW : 05-22-2018:12:10:41
- 174 5/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6691635 - Approved By: NOREVIEW : 05-22-2018:12:11:34
- 175 5/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6691640 - Approved By: NOREVIEW : 05-22-2018:12:13:09
- 176 5/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6691650 - Approved By: NOREVIEW : 05-22-2018:12:15:13
- 177 5/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6691660 - Approved By: NOREVIEW : 05-22-2018:12:17:12
- 178 5/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6691726 - Approved By: NOREVIEW : 05-22-2018:12:44:22
- 179 5/29/2018 - 1830 - Joinder...
Additional Text: to Notice of Taking of Deposition Todd Jaksick - Transaction 6701875 - Approved By: PMSEWELL : 05-29-2018:16:24:48
- 180 5/29/2018 - 1830 - Joinder...
Additional Text: JOINDER TO AMENDED NOTICE OF TAKING VIDEOTAPED DEPOSITION OF WENDY JAKSICK - Transaction 6701895 - Approved By: YVILORIA : 05-29-2018:16:17:10
- 181 5/29/2018 - 1830 - Joinder...
Additional Text: TO NOTICE OF TAKING DEPOSITION OF MICHAEL KIMMEL - Transaction 6701910 - Approved By: CVERA : 05-29-2018:16:18:20

- 182 5/29/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6702134 - Approved By: NOREVIEW : 05-29-2018:16:21:57
- 183 5/29/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6702135 - Approved By: NOREVIEW : 05-29-2018:16:21:22
- 184 5/29/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6702183 - Approved By: NOREVIEW : 05-29-2018:16:27:16
- 185 5/30/2018 - 2690 - Ord Affirming Master Recommend
Additional Text: CONFIRMING ORDER - Transaction 6703844 - Approved By: NOREVIEW : 05-30-2018:13:43:42
- 186 5/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6703854 - Approved By: NOREVIEW : 05-30-2018:13:44:53
- 187 5/31/2018 - 3975 - Statement ...
Additional Text: Todd B. Jaksick's, as an Individual and Beneficiary, Status Conference Statement - Transaction 6705886 - Approved By: PMSEWELL : 05-31-2018:11:48:13
- 188 5/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6706060 - Approved By: NOREVIEW : 05-31-2018:11:51:10
- 189 6/1/2018 - 3835 - Report...
Additional Text: Petitioners' Status Report - Transaction 6708927 - Approved By: PMSEWELL : 06-01-2018:15:53:15
- 190 6/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6709298 - Approved By: NOREVIEW : 06-01-2018:15:54:17
- 191 6/1/2018 - 3975 - Statement ...
Additional Text: STANLEY JAKSICK'S STATUS REPORT - Transaction 6709531 - Approved By: CVERA : 06-01-2018:16:53:02
- 192 6/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6709609 - Approved By: NOREVIEW : 06-01-2018:16:54:08
- 193 6/4/2018 - 2610 - Notice ...
Additional Text: PHILIP L KREITLEIN ESQ AND STEPHEN C. MOSS ESQ / STANLEY S JAKSICK - Transaction 6710375 - Approved By: YVILORIA : 06-04-2018:11:39:41
- 194 6/4/2018 - 2520 - Notice of Appearance
Additional Text: PHILIP L KREITLEIN ESQ AND STEPHEN C. MOSS ESQ / STANLEY S JAKSICK CO TRUSTEE OF THE SAUEL S JAKSICK JR FAMILY TRUST - Transaction 6710375 - Approved By: YVILORIA : 06-04-2018:11:39:41
- 195 6/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6710394 - Approved By: NOREVIEW : 06-04-2018:11:40:30
- 196 6/4/2018 - 2582 - Notice of Taking Deposition
Additional Text: Amended Notice of Taking Depositions of Jaksick Family, LLC's PMK - Transaction 6710654 - Approved By: CSULEZIC : 06-04-2018:13:09:25
- 197 6/4/2018 - 2582 - Notice of Taking Deposition
Additional Text: Amended Notice of Taking Depositions of Montreux Golf Club Ltd.'s PMK - Transaction 6710660 - Approved By: CSULEZIC : 06-04-2018:13:16:18
- 198 6/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6710664 - Approved By: NOREVIEW : 06-04-2018:13:11:28
- 199 6/4/2018 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF MONTREUX GOLF CLUB HOLDING COMPANY, LLC'S PMK - Transaction 6710674 - Approved By: YVILORIA : 06-04-2018:13:18:16

- 200 6/4/2018 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF TOIYABE INVESTMENT CO.'S PMK - Transaction 6710681 -
Approved By: YVILORIA : 06-04-2018:13:18:41
- 201 6/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6710684 - Approved By: NOREVIEW : 06-04-2018:13:17:23
- 202 6/4/2018 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF LAKERIDGE GOLF COURSE LTD.'S PMK - Transaction 6710686
- Approved By: YVILORIA : 06-04-2018:13:20:08
- 203 6/4/2018 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF MONTREUX DEVELOPMENT GROUP, LLC'S PMK - Transaction
6710691 - Approved By: YVILORIA : 06-04-2018:13:21:02
- 204 6/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6710692 - Approved By: NOREVIEW : 06-04-2018:13:19:13
- 205 6/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6710696 - Approved By: NOREVIEW : 06-04-2018:13:19:47
- 206 6/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6710708 - Approved By: NOREVIEW : 06-04-2018:13:21:26
- 207 6/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6710714 - Approved By: NOREVIEW : 06-04-2018:13:22:14
- 208 6/5/2018 - 1520 - Declaration
Additional Text: of Mark J. Connot - Transaction 6712047 - Approved By: CSULEZIC : 06-05-2018:10:38:47
- 209 6/5/2018 - 1520 - Declaration
Additional Text: of R. Kevin Spencer - Transaction 6712047 - Approved By: CSULEZIC : 06-05-2018:10:38:47
- 210 6/5/2018 - 1520 - Declaration
Additional Text: of Zachary E. Johnson - Transaction 6712047 - Approved By: CSULEZIC : 06-05-2018:10:38:47
- 211 6/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6712323 - Approved By: NOREVIEW : 06-05-2018:10:39:52
- 212 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: BASECAMP LLC PMK - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47
- 213 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITIONS OF TBJ SC TRUST'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO
NRCJ> 30(b)(6) - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47
- 214 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: TODD JAKSICK FAMILY TRUST PMK - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47
- 215 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: BRIGHT HOLLAND CO.'S PMK - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47
- 216 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: INCLINE TSS'S PMK - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47
- 217 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: SSJ LLC PMK - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47

- 218 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: BUCKHORN LAND & LIVESTOCK PMK - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47
- 219 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: WHITE PINE LUMBER CO.'S PMK - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47
- 220 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: WARM SPRING RANCH LLC'S PMK - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47
- 221 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: DUCK LAKE RANCH LLC'S PMK - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47
- 222 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: DUCK FLAT RANCH LLC'S PMK - Transaction 6714016 - Approved By: CVERA : 06-06-2018:09:45:47
- 223 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: of Todd Jaksick - Transaction 6714018 - Approved By: CVERA : 06-06-2018:09:46:07
- 224 6/5/2018 - 2582 - Notice of Taking Deposition
Additional Text: of Kevin Riley - Transaction 6714018 - Approved By: CVERA : 06-06-2018:09:46:07
- 225 6/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6714403 - Approved By: NOREVIEW : 06-06-2018:09:47:02
- 226 6/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6714405 - Approved By: NOREVIEW : 06-06-2018:09:47:09
- 227 6/7/2018 - 4065 - Subpoena Duces Tecum
Additional Text: SUBPOENA DUCES TECUM MONTREUX GOLF CLUB HOLDING COMPANY, LLC'S PERSON MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6717270 - Approved By: CSULEZIC : 06-07-2018:10:54:10
- 228 6/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6717329 - Approved By: NOREVIEW : 06-07-2018:10:55:21
- 229 6/13/2018 - 3975 - Statement ...
Additional Text: Todd Jaksick's Discovery Dispute Conference Statement - Transaction 6727515 - Approved By: CSULEZIC : 06-13-2018:15:47:47
- 230 6/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6727706 - Approved By: NOREVIEW : 06-13-2018:15:49:35
- 231 6/13/2018 - 3975 - Statement ...
Additional Text: WENDY A. JAKSICK'S DISCOVERY DISPUTE CONFERENCE STATEMENT - Transaction 6727901 - Approved By: PMSEWELL : 06-13-2018:16:28:13
- 232 6/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6727952 - Approved By: NOREVIEW : 06-13-2018:16:29:19
- 233 6/19/2018 - 2610 - Notice ...
Additional Text: NOTICE OF TAKING DEPOSITIONS OF HOME CAMP LAND AND LIVESTOCK CO., INC.'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 234 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TKAING DEPOSITIONS OF SSJ LLC'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 235 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITONS OF INCLINE TSS LTD'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11

- 236 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF TBJ SC TRUST'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 237 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF TODD JAKSICK FAMILY TRUST'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 238 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF DUCK LAKE RANCH LLC'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 239 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF DUCK FLAT RANCH, LLC'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 240 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF BRIGHT-HOLLAND CO'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRC 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 241 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF BUCKHORN LAND & LIVESTOCK, LLC'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 242 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF WHITE PINE LUMBER CO'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 243 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF BASECAMP, LLC'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 244 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITIONS OF WSR LAND, LLC'S PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 245 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF KEVIN RILEY - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 246 6/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION TODD JAKSICK - Transaction 6736563 - Approved By: YVILORIA : 06-20-2018:08:11:11
- 247 6/19/2018 - 2610 - Notice ...
Additional Text: NOTICE of Issuance of Subpoena FOR PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(B)(6) - Transaction 6736592 - Approved By: PMSEWELL : 06-20-2018:08:12:15
- 248 6/20/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6736703 - Approved By: NOREVIEW : 06-20-2018:08:12:18
- 249 6/20/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6736706 - Approved By: NOREVIEW : 06-20-2018:08:13:14
- 250 6/21/2018 - 3075 - Ord Grant Partial Dismissal
Additional Text: ORDER DISMISSING CLAIMS FOR CONSUMER FRAUD - Transaction 6740736 - Approved By: NOREVIEW : 06-21-2018:14:57:45
- 251 6/21/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6740754 - Approved By: NOREVIEW : 06-21-2018:14:59:33
- 252 6/21/2018 - S200 - Request for Submission Complet
Additional Text: OF TODD B. JAKSICK'S PARTIAL MOTION TO DISMISS
- 253 6/22/2018 - 2610 - Notice ...
Additional Text: NOTICE OF ISSUANCE OF SUBPOENAS DUCES TECUM TO CUSTODIANS OF RECORDS - Transaction 6743328 - Approved By: YVILORIA : 06-22-2018:15:56:09

- 254 6/22/2018 - 2610 - Notice ...
Additional Text: NOTICE OF ISSUANCE OF AN AMENDED SUBPOENA FOR PERSONS MOST KNOWLEDGEABLE PURSUANT TO NRCP 30(b)(6) - Transaction 6743471 - Approved By: YVILORIA : 06-22-2018:16:30:43
- 255 6/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6743510 - Approved By: NOREVIEW : 06-22-2018:15:58:50
- 256 6/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6743637 - Approved By: NOREVIEW : 06-22-2018:16:31:49
- 257 6/25/2018 - 2520 - Notice of Appearance
Additional Text: SARAH FERGUSON, ESQ. AND ADAM HOSMER-HENNER, ESQ. FOR STANLEY JAKSICK AND SAMUEL S. JAKSICK JR. FAMILY TRUST - Transaction 6745359 - Approved By: PMSEWELL : 06-25-2018:15:16:46
- 258 6/25/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6745568 - Approved By: NOREVIEW : 06-25-2018:15:17:48
- 259 7/5/2018 - 2540 - Notice of Entry of Ord
Additional Text: Notice of Entry of Order Dismissing Claims for Consumer Fraud - Transaction 6761823 - Approved By: NOREVIEW : 07-05-2018:13:54:07
- 260 7/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6761829 - Approved By: NOREVIEW : 07-05-2018:13:55:08
- 261 7/20/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING VIDEOTAPED DEPOSITION OF STANLEY JAKSICK - Transaction 6789085 - Approved By: YVILORIA : 07-23-2018:08:12:17
- 262 7/20/2018 - 2582 - Notice of Taking Deposition
Additional Text: Second Amended Notice of Taking Videotaped Deposition of Wendy Jaksick - Transaction 6789087 - Approved By: YVILORIA : 07-23-2018:08:15:59
- 263 7/23/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6789301 - Approved By: NOREVIEW : 07-23-2018:08:13:12
- 264 7/23/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6789315 - Approved By: NOREVIEW : 07-23-2018:08:17:09
- 265 7/25/2018 - 1830 - Joinder...
Additional Text: JOINDER TO SECOND AMENDED NOTICE OF TAKING VIDEOTAPED DEPOSITION OF WENDY JAKSICK - Transaction 6795603 - Approved By: CVERA : 07-25-2018:15:18:22
- 266 7/25/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6795731 - Approved By: NOREVIEW : 07-25-2018:15:19:21
- 267 7/31/2018 - 2582 - Notice of Taking Deposition
Additional Text: Second Amended Notice of Taking Depositions of Jaksick Family, LLC's PMK Pursuant to NRCP 30(b)(6) - Transaction 6804298 - Approved By: PMSEWELL : 07-31-2018:13:06:00
- 268 7/31/2018 - 2582 - Notice of Taking Deposition
Additional Text: Second Amended Notice of Taking Depositions of Montreux Golf Club Ltd.'s PMK Pursuant to NRCP 30(b)(6) - Transaction 6804307 - Approved By: PMSEWELL : 07-31-2018:13:11:00
- 269 7/31/2018 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITIONS OF TOIYABE INVESTMENT CO.'S PMK PURSUANT TO NRCP 30(B)(6) - Transaction 6804312 - Approved By: YVILORIA : 07-31-2018:13:06:13
- 270 7/31/2018 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITIONS OF LAKERIDGE GOLF COURSE LTD.'S PMK PURSUANT TO NRCP 30(B)(6) - Transaction 6804318 - Approved By: YVILORIA : 07-31-2018:13:07:00
- 271 7/31/2018 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITIONS OF MONTREUX DEVELOPMENT GROUP, LLC'S PMK PURSUANT TO NRCP 30(B)(6) - Transaction 6804325 - Approved By: YVILORIA : 07-31-2018:13:07:36

- 272 7/31/2018 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITIONS OF MONTREUX GOLF CLUB HOLDING COMPANY, LLC'S PMK PURSUANT TO NRCP 30(B)(6) - Transaction 6804332 - Approved By: YVILORIA : 07-31-2018:13:08:27
- 273 7/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6804478 - Approved By: NOREVIEW : 07-31-2018:13:07:02
- 274 7/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6804480 - Approved By: NOREVIEW : 07-31-2018:13:07:21
- 275 7/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6804485 - Approved By: NOREVIEW : 07-31-2018:13:08:13
- 276 7/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6804488 - Approved By: NOREVIEW : 07-31-2018:13:08:47
- 277 7/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6804494 - Approved By: NOREVIEW : 07-31-2018:13:09:31
- 278 7/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6804502 - Approved By: NOREVIEW : 07-31-2018:13:11:50
- 279 8/1/2018 - 3870 - Request
Additional Text: WENDY A. JAKSICK'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO KEVIN RILEY, INDIVIDUALLY, AS FORMER CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND AS TRUSTEE OF THE WENDY A. JAKSICK 2012 - Transaction 6806189 - Approved By: YVILORIA : 08-01-2018:11:12:18
- 280 8/1/2018 - 1830 - Joinder...
Additional Text: JOINDER TO AMENDED NOTICE OF TAKING DEPOSITION OF KEVIN RILEY - Transaction 6806189 - Approved By: YVILORIA : 08-01-2018:11:12:18
- 281 8/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6806382 - Approved By: NOREVIEW : 08-01-2018:11:13:45
- 282 8/1/2018 - 2582 - Notice of Taking Deposition
Additional Text: of Pierre Hascheff - Transaction 6807885 - Approved By: CSULEZIC : 08-01-2018:16:58:50
- 283 8/1/2018 - 2582 - Notice of Taking Deposition
Additional Text: of David Jamison - Transaction 6807891 - Approved By: CSULEZIC : 08-01-2018:16:59:08
- 284 8/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6808152 - Approved By: NOREVIEW : 08-01-2018:17:00:37
- 285 8/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6808153 - Approved By: NOREVIEW : 08-01-2018:17:00:35
- 286 8/2/2018 - 1130 - Answer ...
Additional Text: STANLEY S. JAKSICK'S ANSWER TO FIRST AMENDED COUNTER-PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S), AND FOR DECLARATORY JUDGMENT AND OTHER RELIEF - Transaction 6810631 - Approved By: YVILORIA : 08-02-2018:16:49:59
- 287 8/2/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6810678 - Approved By: NOREVIEW : 08-02-2018:16:53:46
- 288 8/7/2018 - 1830 - Joinder...
Additional Text: JOINDER TO NOTICES OF TAKING DEPOSITION OF PIERRE HASCHEFF AND DAVID JAMISON - Transaction 6816939 - Approved By: CVERA : 08-07-2018:15:47:24

- 289 8/7/2018 - 1830 - Joinder...
Additional Text: JOINDER TO STANLEY JAKSICK'S ANSWER TO FIRST AMENDED COUNTER-PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S), AND FOR DECLARATORY JUDGMENT AND OTHER RELIEF - Transaction 6816939 - Approved By: CVERA : 08-07-2018:15:47:24
- 290 8/7/2018 - 1830 - Joinder...
Additional Text: STANLEY S. JAKSICK'S JOINDER TO SECOND AMENDED NOTICE OF TAKING VIDEOTAPED DEPOSITION OF WENDY JAKSICK - Transaction 6816986 - Approved By: PMSEWELL : 08-07-2018:15:16:34
- 291 8/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6817145 - Approved By: NOREVIEW : 08-07-2018:15:17:37
- 292 8/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6817296 - Approved By: NOREVIEW : 08-07-2018:15:48:43
- 293 8/13/2018 - 2610 - Notice ...
Additional Text: NOTICE OF ISSUANCE OF SUBPOENAS DUCES TECUM TO CUSTODIANS OF RECORDS - Transaction 6826646 - Approved By: YVILORIA : 08-13-2018:16:38:47
- 294 8/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6827083 - Approved By: NOREVIEW : 08-13-2018:16:41:40
- 295 8/13/2018 - 4055 - Subpoena
Additional Text: David Jamison - Transaction 6827256 - Approved By: YVILORIA : 08-13-2018:17:27:55
- 296 8/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6827261 - Approved By: NOREVIEW : 08-13-2018:17:29:19
- 297 8/17/2018 - 2490 - Motion ...
Additional Text: EMERGENCY MOTION TO TERMINATE OR LIMIT DEPOSITION AND REQUEST FOR SANCTIONS - Transaction 6834669 - Approved By: JAPARICI : 08-17-2018:10:46:03
- 298 8/17/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6834885 - Approved By: NOREVIEW : 08-17-2018:10:47:05
- 299 8/21/2018 - 2582 - Notice of Taking Deposition
Additional Text: Pierre Hascheff - Amended - Transaction 6840572 - Approved By: SWILLIAM : 08-21-2018:15:05:45
- 300 8/21/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6840699 - Approved By: NOREVIEW : 08-21-2018:15:06:32
- 301 8/24/2018 - 2585 - Notice of Voluntary Dismissal
Additional Text: NOTICE OF VOLUNTARY DISMISSAL WITHOUT PREJUDICE - Transaction 6848202 - Approved By: CVERA : 08-24-2018:16:55:46
- 302 8/24/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6848397 - Approved By: NOREVIEW : 08-24-2018:16:56:51
- 303 8/30/2018 - 3880 - Response...
Additional Text: WENDY A. JAKSICK'S RESPONSE TO EMERGENCY MOTION TO TERMINATE OR LIMIT DEPOSITION AND REQUEST FOR SANCTIONS, MOTION TO COMPEL AND COUNTER-MOTION FOR SANCTIONS - Transaction 6857678 - Approved By: CVERA : 08-30-2018:15:47:57
- 304 8/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6858141 - Approved By: NOREVIEW : 08-30-2018:15:49:06
- 305 8/30/2018 - 4065 - Subpoena Duces Tecum
Additional Text: SUBPOENA DUCES TECUM CUSTODIAN OF RECORDS OF JAKCISK FAMILY, LLC - Transaction 6858359 - Approved By: YVILORIA : 08-30-2018:16:42:24

- 306 8/30/2018 - 4065 - Subpoena Duces Tecum
Additional Text: CUSTODIAN OF RECORDS OF MONTREUX GOLF CLUB, LTD. (WITH ACCEPTANCE OF SERVICE) - Transaction 6858367 - Approved By: CVERA : 08-30-2018:16:44:58
- 307 8/30/2018 - 4065 - Subpoena Duces Tecum
Additional Text: SUBPOENA DUCES TECUM CUSTODIAN OF RECORDS OF MONTREUX GOLF CLUB HOLDING COMPANY, LLC - Transaction 6858379 - Approved By: YVILORIA : 08-30-2018:16:44:48
- 308 8/30/2018 - 4065 - Subpoena Duces Tecum
Additional Text: SUBPOENA DUCES TECUM CUSTODIAN OF RECORDS OF MONTREUX DEVELOPMENT GROUP, LLC - Transaction 6858392 - Approved By: YVILORIA : 08-30-2018:16:47:46
- 309 8/30/2018 - 4065 - Subpoena Duces Tecum
Additional Text: SUBPOENA DUCES TECUM CUSTODIAN OF RECORDS OF TOIYABE INVESTMENT CO. - Transaction 6858400 - Approved By: YVILORIA : 08-30-2018:16:48:06
- 310 8/30/2018 - 4055 - Subpoena
Additional Text: Custodian of Records of Lakeridge Golf Course Ltd. (with Acceptance of Service) - Transaction 6858408 - Approved By: PMSEWELL : 08-30-2018:16:47:04
- 311 8/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6858437 - Approved By: NOREVIEW : 08-30-2018:16:43:34
- 312 8/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6858448 - Approved By: NOREVIEW : 08-30-2018:16:45:55
- 313 8/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6858451 - Approved By: NOREVIEW : 08-30-2018:16:46:13
- 314 8/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6858462 - Approved By: NOREVIEW : 08-30-2018:16:48:17
- 315 8/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6858467 - Approved By: NOREVIEW : 08-30-2018:16:49:12
- 316 8/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6858469 - Approved By: NOREVIEW : 08-30-2018:16:49:28
- 317 9/6/2018 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITION OF PIERRE HASCHEFF - Transaction 6866066 - Approved By: YVILORIA : 09-06-2018:11:29:02
- 318 9/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6866121 - Approved By: NOREVIEW : 09-06-2018:11:30:03
- 319 9/10/2018 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO TERMINATE OR LIMIT DEPOSITION AND REQUEST FOR SANCTIONS - Transaction 6871817 - Approved By: CVERA : 09-10-2018:16:39:47
- 320 9/10/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6872134 - Approved By: NOREVIEW : 09-10-2018:16:41:06
- 321 9/12/2018 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 6876850 - Approved By: YVILORIA : 09-12-2018:16:46:55
- 322 9/12/2018 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 6876850 - Approved By: YVILORIA : 09-12-2018:16:46:55
- 323 9/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6876891 - Approved By: NOREVIEW : 09-12-2018:16:47:43

- 324 9/17/2018 - 2645 - Opposition to Mtn ...
Additional Text: TODD B. JAKSICK'S OPPOSITION TO WENDY A. JAKSICK'S MOTION TO COMPEL AND COUNTER-MOTION FOR SANCTIONS - Transaction 6883168 - Approved By: CVERA : 09-17-2018:16:08:23
- 325 9/17/2018 - 3795 - Reply...
Additional Text: TODD B. JAKSICK'S REPLY IN SUPPORT OF EMERGENCY MOTION TO TERMINATE OR LIMIT DEPOSITION AND REQUEST FOR SANCTIONS - Transaction 6883178 - Approved By: CVERA : 09-17-2018:16:09:17
- 326 9/17/2018 - 3860 - Request for Submission
Additional Text: Transaction 6883181 - Approved By: YVILORIA : 09-17-2018:15:34:13
DOCUMENT TITLE: TODD B. JAKSICK'S EMERGENCY MOTION TO TERMINATE OR LIMIT DEPOSITION AND REQUESET FOR SANCTIONS FILED 8-17-18
PARTY SUBMITTING: KENT ROBISON ESQ
DATE SUBMITTED: SEPT 17, 2018
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 327 9/17/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6883418 - Approved By: NOREVIEW : 09-17-2018:15:36:55
- 328 9/17/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6883592 - Approved By: NOREVIEW : 09-17-2018:16:12:25
- 329 9/17/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6883593 - Approved By: NOREVIEW : 09-17-2018:16:12:25
- 330 9/18/2018 - 1830 - Joinder...
Additional Text: JOINDER TO TODD B. JAKSICK'S OPPOSITION TO WENDY A. JAKSICK'S MOTION TO COMPEL AND COUNTER-MOTION FOR SANCTIONS - Transaction 6885555 - Approved By: PMSEWELL : 09-18-2018:14:44:13
- 331 9/18/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6885706 - Approved By: NOREVIEW : 09-18-2018:14:50:52
- 332 9/19/2018 - 2582 - Notice of Taking Deposition
Additional Text: of Pierre Hascheff - Transaction 6888676 - Approved By: CSULEZIC : 09-19-2018:17:07:08
- 333 9/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6888881 - Approved By: NOREVIEW : 09-19-2018:17:08:05
- 334 9/20/2018 - 4105 - Supplemental ...
Additional Text: SUPPLEMENT TO PETITION FOR CONFIRMATION OF TRUSTEE AND ADMISSION OF TRUST TO THE JURISDICTION OF THE COURT, AND FOR APPROVAL OF ACCOUNTINGS AND OTHER TRUST ADMINISTRATION MATTERS - Transaction 6889668 - Approved By: CSULEZIC : 09-20-2018:11:48:17
- 335 9/20/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6889891 - Approved By: NOREVIEW : 09-20-2018:11:49:31
- 336 9/21/2018 - 2490 - Motion ...
Additional Text: WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES, AND TRIAL - Transaction 6892439 - Approved By: PMSEWELL : 09-21-2018:12:31:51
- 337 9/21/2018 - 1665 - Ex-Parte Application...
Additional Text: EX PARTE APPLICAITON FOR ORDER SHORTENING TIME ON WENDY A. JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES, AND TRIAL - Transaction 6892439 - Approved By: PMSEWELL : 09-21-2018:12:31:51
- 338 9/21/2018 - 3860 - Request for Submission
Additional Text: - Transaction 6892439 - Approved By: PMSEWELL : 09-21-2018:12:31:51
DOCUMENT TITLE: EX PARTE APPLICATION FOR ORDER SHORTENING TIME ON WENDY A. JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES AND TRIAL (NO ORDER PROVIDED)
PARTY SUBMITTING: MARK CONNOT, ESQ.
DATE SUBMITTED: SEPTEMBER 21, 2018
SUBMITTED BY: PMSEWELL
DATE RECEIVED JUDGE OFFICE:

- 339 9/21/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6892594 - Approved By: NOREVIEW : 09-21-2018:12:33:14
- 340 9/21/2018 - 3870 - Request
Additional Text: Wendy A. Jaksick's Fifth Request for Production of Documents to Todd B. Jaksick, Individually, as Co-Trustee of the Family Trust and as Trustee of the Issue Trust - Transaction 6892661 - Approved By: PMSEWELL : 09-21-2018:14:34:18
- 341 9/21/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6892877 - Approved By: NOREVIEW : 09-21-2018:14:35:17
- 342 9/24/2018 - 3980 - Stip and Order...
Additional Text: TO EXTEND DISCOVERY AND EXPERT DESIGNATION DEADLINES - Transaction 6893979 - Approved By: NOREVIEW : 09-24-2018:10:01:18
- 343 9/24/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6893981 - Approved By: NOREVIEW : 09-24-2018:10:02:29
- 344 9/24/2018 - 2545 - Notice of Entry ...
Additional Text: of Stipulation and Order to Extend Discovery and Expert Designation Deadlines (First Request) - Transaction 6895495 - Approved By: NOREVIEW : 09-24-2018:16:10:23
- 345 9/24/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6895504 - Approved By: NOREVIEW : 09-24-2018:16:11:46
- 346 9/24/2018 - 4105 - Supplemental ...
Additional Text: SUPPLEMENT TO PETITION FOR CONFIRMATION OF TRUSTEES AND ADMISSION OF TRUST TO THE JURISDICTION OF THE COURT, AND FOR APPROVAL OF ACCOUNTINGS AND OTHER TRUST ADMINISTRATION MATTERS - Transaction 6895651 - Approved By: CSULEZIC : 09-25-2018:09:25:33
- 347 9/25/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6896201 - Approved By: NOREVIEW : 09-25-2018:09:26:45
- 348 10/2/2018 - 1813 - Interrogatories
Additional Text: Wendy A. Jaksick's First Set of Interrogatories to Stanley Jaksick, Individually and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust - Transaction 6907883 - Approved By: PMSEWELL : 10-02-2018:15:59:13
- 349 10/2/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6908109 - Approved By: NOREVIEW : 10-02-2018:16:00:21
- 350 10/4/2018 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES, AND TRIAL - Transaction 6913014 - Approved By: PMSEWELL : 10-05-2018:08:56:14
- 351 10/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6913219 - Approved By: NOREVIEW : 10-05-2018:08:57:32
- 352 10/5/2018 - 2650 - Opposition to ...
Additional Text: TODD B. JAKSICK'S AS BENEFICIARY, OPPOSITION TO WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES, AND TRIAL - Transaction 6914361 - Approved By: YVILORIA : 10-05-2018:15:00:26
- 353 10/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6914451 - Approved By: NOREVIEW : 10-05-2018:15:02:52
- 354 10/8/2018 - 3880 - Response...
Additional Text: TODD B. JAKSICK'S RESPONSE, AS AN INDIVIDUAL AND AS TRUSTEE OF THE SSJ'S ISSUE TRUST AND THE SAMUEL S. JAKSICK, JR., FAMILY TRUST, TO SUBPOENA DUCES TECUM TO PIERRE HASCHEFF - Transaction 6916049 - Approved By: YVILORIA : 10-08-2018:13:22:46
- 355 10/8/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6916086 - Approved By: NOREVIEW : 10-08-2018:13:23:56

- 356 10/12/2018 - 2270 - Mtn to Compel...
Additional Text: Production from Todd Jaksick, Individually, as Co-Trustee of the Family Trust and as Trustee of the Issue Trust - Transaction 6925793 - Approved By: CSULEZIC : 10-12-2018:12:31:22
- 357 10/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6925823 - Approved By: NOREVIEW : 10-12-2018:12:32:47
- 358 10/12/2018 - 3645 - Petition ...
Additional Text: Todd B. Jaksick's, As Beneficiary of the Samuel S. Jaksick Jr. Family Trust, Petition for Reconveyance of Trust Assets - Transaction 6926357 - Approved By: CSULEZIC : 10-12-2018:15:18:17
- 359 10/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6926526 - Approved By: NOREVIEW : 10-12-2018:15:19:29
- 360 10/12/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF PIERRE HASCHEFF - Transaction 6926700 - Approved By: YVILORIA : 10-12-2018:16:11:41
- 361 10/12/2018 - 2582 - Notice of Taking Deposition
Additional Text: of Kevin Riley - Transaction 6926731 - Approved By: YVILORIA : 10-12-2018:16:15:43
- 362 10/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6926738 - Approved By: NOREVIEW : 10-12-2018:16:15:02
- 363 10/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6926749 - Approved By: NOREVIEW : 10-12-2018:16:17:01
- 364 10/15/2018 - 3880 - Response...
Additional Text: WENDY JAKSICK'S OMNIBUS RESPONSE TO THE OPPOSITIONS TO THE EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES, AND TRIAL FILED BY TODD JAKSICK IN HIS INDIVIDUAL CAPACITY AND AS CO-TRUSTEE AND BENEFICIARY OF THE SSJ'S ISSUE TRUST AND SA. J - Transaction 6929441 - Approved By: CSULEZIC : 10-15-2018:16:44:44
- 365 10/15/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6929462 - Approved By: NOREVIEW : 10-15-2018:16:45:44
- 366 10/15/2018 - 3860 - Request for Submission
Additional Text: Transaction 6929494 - Approved By: YVILORIA : 10-15-2018:16:57:38
DOCUMENT TITLE: EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES AND TRIAL
PARTY SUBMITTING: MARK CONNOT ESQ
DATE SUBMITTED: OCT 15, 2018
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 367 10/15/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6929519 - Approved By: NOREVIEW : 10-15-2018:16:58:45
- 368 10/15/2018 - 2682 - Ord Addressing Motions
Additional Text: DENYING MOTION TO TERMINATE OR LIMIT DEPOSITION AND SETTING TIMELINES - Transaction 6929524 - Approved By: NOREVIEW : 10-15-2018:16:59:02
- 369 10/15/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6929537 - Approved By: NOREVIEW : 10-15-2018:17:00:41
- 370 10/15/2018 - S200 - Request for Submission Complet
Additional Text: TODD B. JAKSICK'S EMERGENCY MOTION TO TERMINATE OR LIMIT DEPOSITION AND REQUESET FOR SANCTIONS FILED 8-17-18 - DENIED
- 371 10/16/2018 - S200 - Request for Submission Complet
Additional Text: EX PARTE APPLICATION FOR ORDER SHORTENING TIME ON WENDY A. JAKSICK'S EMERGENCY - rendered moot as underlying motion has been fully briefed and submitted

- 372 10/16/2018 - 2582 - Notice of Taking Deposition
Additional Text: of Kevin Riley - Transaction 6931077 - Approved By: CSULEZIC : 10-16-2018:15:04:29
- 373 10/16/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6931174 - Approved By: NOREVIEW : 10-16-2018:15:05:30
- 374 10/17/2018 - 1830 - Joinder...
Additional Text: in Third Amended Notice of Taking Deposition of Kevin Riley - Transaction 6932282 - Approved By: PMSEWELL : 10-17-2018:10:44:49
- 375 10/17/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6932338 - Approved By: NOREVIEW : 10-17-2018:10:46:02
- 376 10/18/2018 - 1830 - Joinder...
Additional Text: JOINDER TO WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES AND TRIAL - Transaction 6936363 - Approved By: CSULEZIC : 10-19-2018:08:52:36
- 377 10/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6936575 - Approved By: NOREVIEW : 10-19-2018:08:53:43
- 378 10/19/2018 - 1830 - Joinder...
Additional Text: JOINDER TO THIRD AMENDED NOTICE OF TAKING DEPOSITION OF KEVIN RILEY - Transaction 6937834 - Approved By: YVILORIA : 10-19-2018:16:41:52
- 379 10/19/2018 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF TODD B. JAKSICK - Transaction 6937834 - Approved By: YVILORIA : 10-19-2018:16:41:52
- 380 10/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6938254 - Approved By: NOREVIEW : 10-19-2018:16:42:49
- 381 10/19/2018 - 2610 - Notice ...
Additional Text: Notice of Corrections to Deposition Transcript of Todd B. Jaksick of August 14, 2018 (Volume II) - Transaction 6938420 - Approved By: CSULEZIC : 10-22-2018:08:54:39
- 382 10/19/2018 - 2610 - Notice ...
Additional Text: Notice of Corrections to Deposition Transcript of Todd B. Jaksick of August 15, 2018 (Volume III) - Transaction 6938421 - Approved By: CSULEZIC : 10-22-2018:08:55:06
- 383 10/19/2018 - 2610 - Notice ...
Additional Text: Notice of Corrections to Deposition Transcript of Todd B. Jaksick of August 16, 2018 (Volume IV) - Transaction 6938422 - Approved By: CSULEZIC : 10-22-2018:08:55:50
- 384 10/19/2018 - 2610 - Notice ...
Additional Text: Notice of Corrections to Deposition Transcript of Todd B. Jaksick of August 13 2018 (Volume I) - Transaction 6938423 - Approved By: CSULEZIC : 10-22-2018:08:56:18
- 385 10/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6938596 - Approved By: NOREVIEW : 10-22-2018:08:55:50
- 386 10/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6938597 - Approved By: NOREVIEW : 10-22-2018:08:56:00
- 387 10/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6938599 - Approved By: NOREVIEW : 10-22-2018:08:56:51
- 388 10/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6938602 - Approved By: NOREVIEW : 10-22-2018:08:57:22
- 389 10/23/2018 - \$2200 - \$Mtn for Summary Judgment
Additional Text: Transaction 6941972 - Approved By: YVILORIA : 10-23-2018:13:03:06

- 390 10/23/2018 - PAYRC - **Payment Received
Additional Text: A Payment of \$200.00 was made on receipt DCDC623093.
- 391 10/23/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6942327 - Approved By: NOREVIEW : 10-23-2018:13:04:43
- 392 10/24/2018 - 2682 - Ord Addressing Motions
Additional Text: AND SETTING HEARING ON EXTENSION REQUESTS 11.16.18 AT 9:00 A.M. - Transaction 6945336 - Approved By: NOREVIEW : 10-24-2018:13:19:23
- 393 10/24/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6945343 - Approved By: NOREVIEW : 10-24-2018:13:20:38
- 394 10/24/2018 - S200 - Request for Submission Complet
Additional Text: EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES AND TRIAL - HEARING SET
- 395 10/25/2018 - 3870 - Request
Additional Text: WENDY A. JAKSICK'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO STANLEY JAKSICK, INDIVIDUALLY - Transaction 6947271 - Approved By: PMSEWELL : 10-25-2018:13:21:11
- 396 10/25/2018 - 3870 - Request
Additional Text: WENDY A. JAKSICK'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS TO STANLEY JAKSICK, AS TRUSTEE OF THE SAMUEL S. JAKSICK JR. FAMILY TRUST - Transaction 6947271 - Approved By: PMSEWELL : 10-25-2018:13:21:11
- 397 10/25/2018 - 3870 - Request
Additional Text: WENDY A. JAKSICK'S THIRD REQUEST FOR PRODUCTION OF DOCUMENTS TO STANLEY JAKSICK, AS CO-TRUSTEE OF THE SSJ'S ISSUE TRUST - Transaction 6947271 - Approved By: PMSEWELL : 10-25-2018:13:21:11
- 398 10/25/2018 - 3870 - Request
Additional Text: WENDY A. JAKSICK'S SIXTH REQUEST FOR PRODUCTION OF DOCUMENTS TO TODD B. JAKSICK, INDIVIDUALLY - Transaction 6947271 - Approved By: PMSEWELL : 10-25-2018:13:21:11
- 399 10/25/2018 - 3870 - Request
Additional Text: WENDY A. JAKSICK'S SEVENTH REQUEST FOR PRODUCTION OF DOCUMENTS TO TODD B. JAKSICK, AS TRUSTEE OF THE SAMUEL S. JAKSICK JR. FAMILY TRUST - Transaction 6947271 - Approved By: PMSEWELL : 10-25-2018:13:21:11
- 400 10/25/2018 - 3870 - Request
Additional Text: WENDY A. JAKSICK'S EIGHTH REQUEST FOR PRODUCTION OF DOCUMENTS TO TODD B. JAKSICK, AS CO-TRUSTEE OF THE SSJ'S ISSUE TRUST - Transaction 6947271 - Approved By: PMSEWELL : 10-25-2018:13:21:11
- 401 10/25/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6947378 - Approved By: NOREVIEW : 10-25-2018:13:22:12
- 402 10/31/2018 - 2582 - Notice of Taking Deposition
Additional Text: of Pierre Hascheff - Transaction 6956742 - Approved By: PMSEWELL : 11-01-2018:08:27:55
- 403 11/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6956891 - Approved By: NOREVIEW : 11-01-2018:08:29:06
- 404 11/1/2018 - 2645 - Opposition to Mtn ...
Additional Text: TODD B. JAKSICK'S INDIVIDUALLY, OPPOSITION TO WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION AND COUNTERMOTION FOR PROTECTIVE ORDER - Transaction 6958038 - Approved By: YVILORIA : 11-01-2018:14:03:48
- 405 11/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6958049 - Approved By: NOREVIEW : 11-01-2018:14:05:21
- 406 11/1/2018 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION FROM TODD JAKSICK, INDIVIDUALLY AS CO-TRUSTEE OF THE FAMILY TRUST AND AS TRUSTEE OF THE ISSUE TRUST - Transaction 6958770 - Approved By: PMSEWELL : 11-01-2018:16:47:06

- 407 11/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6958789 - Approved By: NOREVIEW : 11-01-2018:16:49:17
- 408 11/1/2018 - 2650 - Opposition to ...
Additional Text: WENDY JAKSICK'S LIMITED OPPOSITION TO TODD B. JAKSICK'S, AS BENEFICIARY OF THE SAMUEL S. JAKSICK JR. FAMILY TRUST, PETITION FOR RECONVEYANCE OF TRUST ASSETS - Transaction 6958852 - Approved By: PMSEWELL : 11-02-2018:08:17:22
- 409 11/2/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6959055 - Approved By: NOREVIEW : 11-02-2018:08:18:18
- 410 11/7/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION OF KEVIN RILEY - Transaction 6966342 - Approved By: YVILORIA : 11-07-2018:13:36:54
- 411 11/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6966501 - Approved By: NOREVIEW : 11-07-2018:13:38:17
- 412 11/13/2018 - 3880 - Response...
Additional Text: WENDY JAKSICK'S OMNIBUS RESPONSE TO THE OPPOSITIONS TO WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION FROM TODD JAKSICK, INDIVIDUALLY, AS CO-TRUSTEE OF THE FAMILY TRUST AND AS TRUSTEE OF THE ISSUE TRUST - Transaction 6975124 - Approved By: CSULEZIC : 11-14-2018:09:31:55
- 413 11/13/2018 - 2645 - Opposition to Mtn ...
Additional Text: WENDY JAKSICK'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT FILED BY MICHAEL S. KIMMEL - Transaction 6975133 - Approved By: CSULEZIC : 11-14-2018:09:43:39
- 414 11/14/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6975413 - Approved By: NOREVIEW : 11-14-2018:09:33:03
- 415 11/14/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6975449 - Approved By: NOREVIEW : 11-14-2018:09:44:30
- 416 11/14/2018 - 3860 - Request for Submission
Additional Text: MOTION TO COMPEL PRODUCTION FROM TODD JAKSICK, INDIVIDUALLY, AS CO-TRUSTEE OF THE FAMILY TRUST AND AS TRUSTEE OF THE ISSUE TRUST - Transaction 6975769 - Approved By: CSULEZIC : 11-14-2018:11:22:04
PARTY SUBMITTING: MARK CONNOT, ESQ
DATE SUBMITTED: 11/14/18
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:
- 417 11/14/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6975832 - Approved By: NOREVIEW : 11-14-2018:11:23:46
- 418 11/14/2018 - 2270 - Mtn to Compel...
Additional Text: WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION FROM JESSICA CLAYTON - Transaction 6977331 - Approved By: YVILORIA : 11-15-2018:08:37:30
- 419 11/15/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6977600 - Approved By: NOREVIEW : 11-15-2018:08:38:52
- 420 11/15/2018 - 3645 - Petition ...
Additional Text: PETITION TO REDRESS BREACH OF FIDUCIARY DUTY AND EMERGENCY MOTION TO REMOVE TODD B. JAKSICK AS COTRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND AS TRUSTEE OF THE SSJ'S ISSUE TRUST - Transaction 6979464 - Approved By: CSULEZIC : 11-15-2018:16:08:08
- 421 11/15/2018 - 2490 - Motion ...
Additional Text: WENDY JAKSICK'S MOTION FOR LEAVE TO JOIN INDISPENSABLE PARTIES - Transaction 6979520 - Approved By: YVILORIA : 11-15-2018:16:13:50
- 422 11/15/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6979536 - Approved By: NOREVIEW : 11-15-2018:16:09:46

- 423 11/15/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6979574 - Approved By: NOREVIEW : 11-15-2018:16:14:59
- 424 11/15/2018 - 3835 - Report...
Additional Text: PETITIONERS' STATUS REPORT - Transaction 6979650 - Approved By: YVILORIA : 11-15-2018:16:26:58
- 425 11/15/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6979669 - Approved By: NOREVIEW : 11-15-2018:16:28:16
- 426 11/19/2018 - 4185 - Transcript
Additional Text: Transaction 6984504 - Approved By: NOREVIEW : 11-19-2018:20:29:22
- 427 11/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6984505 - Approved By: NOREVIEW : 11-19-2018:20:30:22
- 428 11/26/2018 - 3795 - Reply...
Additional Text: MICHAEL S. KIMMEL'S REPLY TO WENDY JAKSICK'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT - Transaction 6990349 - Approved By: YVILORIA : 11-26-2018:11:03:28
- 429 11/26/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6990400 - Approved By: NOREVIEW : 11-26-2018:11:04:50
- 430 11/26/2018 - 3860 - Request for Submission
Additional Text: - Transaction 6990575 - Approved By: YVILORIA : 11-26-2018:11:41:05
DOCUMENT TITLE: PETITIONER'S MICHAEL S. KIMMEL REPLY TO WENDY JAKSICK'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT
PARTY SUBMITTING: DONALD LATTIN ESQ
DATE SUBMITTED: 11-26-18
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 431 11/26/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6990611 - Approved By: NOREVIEW : 11-26-2018:11:42:14
- 432 11/26/2018 - 2700 - Ord After Hearing...
Additional Text: DENYING TRIAL CONTINUANCE AND DISCOVERY MONITORING - Transaction 6990915 - Approved By: NOREVIEW : 11-26-2018:13:34:28
- 433 11/26/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6990918 - Approved By: NOREVIEW : 11-26-2018:13:35:28
- 434 11/27/2018 - MIN - ***Minutes
Additional Text: 11/16/18 HEARING - Transaction 6993086 - Approved By: NOREVIEW : 11-27-2018:11:47:08
- 435 11/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6993114 - Approved By: NOREVIEW : 11-27-2018:11:49:49
- 436 11/30/2018 - 1485 - Corrected Judgment or Ord
Additional Text: CORRECTION TO ORDER AFTER HEARING: TRIAL PROTOCOL STMTS DUE 12/28 - Transaction 6999933 - Approved By: NOREVIEW : 11-30-2018:09:35:45
- 437 11/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6999949 - Approved By: NOREVIEW : 11-30-2018:09:37:20
- 438 11/30/2018 - 3880 - Response...
Additional Text: TODD B. JAKSICK'S, INDIVIDUALLY, AND AS A BENEFICIARY, RESPONSE AND OBJECTION TO STANLEY JAKSICK'S AMENDED OBJECTION AND COUNTER-PETITION RE: ISSUE TRUST - Transaction 7000728 - Approved By: CSULEZIC : 11-30-2018:12:54:37

- 439 11/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7000741 - Approved By: NOREVIEW : 11-30-2018:12:55:38
- 440 11/30/2018 - 3880 - Response...
Additional Text: TODD B. JAKSICK'S INDIVIDUALLY, AND AS A BENEFICARY, RESPONSE AND OBJECTION TO STANLEY JAKSICK'S AMENDED OBJECTION AND COUNTER-PETITION RE-FAMILY TRUST - Transaction 7000770 - Approved By: YVILORIA : 11-30-2018:13:06:39
- 441 11/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7000791 - Approved By: NOREVIEW : 11-30-2018:13:08:44
- 442 12/3/2018 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION FROM JESSICA CLAYTON - Transaction 7004591 - Approved By: PMSEWELL : 12-04-2018:08:43:26
- 443 12/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7005036 - Approved By: NOREVIEW : 12-04-2018:08:45:13
- 444 12/4/2018 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF KEVIN RILEY - Transaction 7006656 - Approved By: CSULEZIC : 12-04-2018:15:13:57
- 445 12/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7006748 - Approved By: NOREVIEW : 12-04-2018:15:15:09
- 446 12/4/2018 - \$2200 - \$Mtn for Summary Judgment
Additional Text: TODD B. JAKSICK'S, INDIVIDUALLY, MOTION FOR SUMMARY JUDGMENT ON WENDY JAKSICK'S CLAIMS PERTAINING TO THE LAKE TAHOE HOUSE - Transaction 7007352 - Approved By: PMSEWELL : 12-05-2018:08:18:52
- 447 12/5/2018 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$200.00 was made on receipt DCDC626192.
- 448 12/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7007451 - Approved By: NOREVIEW : 12-05-2018:08:20:09
- 449 12/5/2018 - 1650 - Errata...
Additional Text: to Todd B. Jaksick's, Individually, Motion for Summary Judgment on Wendy Jaksick's Claims Pertaining to the Lake Tahoe House - Transaction 7009724 - Approved By: SWILLIAM : 12-06-2018:07:36:29
- 450 12/5/2018 - \$2200 - \$Mtn for Summary Judgment
Additional Text: on Stanley Jaksick's Claims Pertaining to the Indemnification Agreement and The Lake Tahoe House - Transaction 7009725 - Approved By: SWILLIAM : 12-06-2018:08:09:08
- 451 12/5/2018 - 2315 - Mtn to Dismiss ...
Additional Text: TODD B. JAKSICK'S, INDIVIDUALLY, MOTION TO DISMISS, OR IN THE ALTERNATIVE, TO STRIKE, WENDY JAKSICK'S PETITION TO REDRESS BREACH OF FIDUCIARY DUTY AND EMERGENCY MOTION TO REMOVE TODD B. JAKSICK AS CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND AS TRUSTEE OF SSJ'S ISSUE TRUST - Transaction 7009726 - Approved By: CSULEZIC : 12-06-2018:08:02:46
- 452 12/6/2018 - 4185 - Transcript
Additional Text: Transaction 7009739 - Approved By: NOREVIEW : 12-06-2018:07:12:24
- 453 12/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7009740 - Approved By: NOREVIEW : 12-06-2018:07:13:24
- 454 12/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7009761 - Approved By: NOREVIEW : 12-06-2018:07:39:26
- 455 12/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7009795 - Approved By: NOREVIEW : 12-06-2018:08:04:14

- 456 12/6/2018 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$200.00 was made on receipt DCDC626281.
- 457 12/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7009800 - Approved By: NOREVIEW : 12-06-2018:08:10:09
- 458 12/6/2018 - 2645 - Opposition to Mtn ...
Additional Text: PETITIONERS' OPPOSITION TO WENDY JAKSICK'S MOTION FOR LEAVE TO JOIN INDISPENSABLE PARTIES - Transaction 7010656 - Approved By: YVILORIA : 12-06-2018:11:42:53
- 459 12/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7010765 - Approved By: NOREVIEW : 12-06-2018:11:43:54
- 460 12/6/2018 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PETITION TO REDRESS BREACH OF FIDUCIARY DUTY AND EMERGENCY MOTION TO REMOVE TODD B. JAKSICK AS CO-TRUSTEE - Transaction 7011047 - Approved By: PMSEWELL : 12-06-2018:12:53:29
- 461 12/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7011049 - Approved By: NOREVIEW : 12-06-2018:12:54:28
- 462 12/6/2018 - 2645 - Opposition to Mtn ...
Additional Text: for Leave to Join Indispensable Parties - Transaction 7012202 - Approved By: YVILORIA : 12-06-2018:16:44:00
- 463 12/6/2018 - 2745 - Ord Appointing ...
Additional Text: MEDIATOR FOR MANDATORY SETTLEMENT - Transaction 7012263 - Approved By: NOREVIEW : 12-06-2018:16:18:39
- 464 12/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7012269 - Approved By: NOREVIEW : 12-06-2018:16:19:45
- 465 12/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7012403 - Approved By: NOREVIEW : 12-06-2018:16:45:14
- 466 12/6/2018 - 2270 - Mtn to Compel...
Additional Text: WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION FROM L. ROBERT LEGOY, JR. AND THE CUSTODIAN OF RECORDS OF MAUPIN, COX & LEGOY - Transaction 7012512 - Approved By: CSULEZIC : 12-07-2018:08:32:59
- 467 12/6/2018 - 2270 - Mtn to Compel...
Additional Text: WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION FROM NANETTE CHILDERS - Transaction 7012579 - Approved By: CSULEZIC : 12-07-2018:08:42:38
- 468 12/6/2018 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO WENDY JAKSICK'S MOTION FOR LEAVE TO JOIN INDISPENSABLE PARTIES - Transaction 7012610 - Approved By: YVILORIA : 12-07-2018:08:44:04
- 469 12/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7012739 - Approved By: NOREVIEW : 12-07-2018:08:34:18
- 470 12/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7012769 - Approved By: NOREVIEW : 12-07-2018:08:43:35
- 471 12/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7012774 - Approved By: NOREVIEW : 12-07-2018:08:45:05
- 472 12/7/2018 - 3835 - Report...
Additional Text: Todd B. Jaksick's Initial Discovery Status Report - Transaction 7013058 - Approved By: CSULEZIC : 12-07-2018:10:41:04
- 473 12/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7013135 - Approved By: NOREVIEW : 12-07-2018:10:41:52

- 474 12/7/2018 - 3835 - Report...
Additional Text: RESPONDENT WENDY A. JAKSICK'S DISCOVERY DISPUTE CONFERENCE STATEMENT 12/11/18 @4:30 - Transaction 7013401 - Approved By: CSULEZIC : 12-07-2018:11:48:22
- 475 12/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7013494 - Approved By: NOREVIEW : 12-07-2018:11:50:10
- 476 12/7/2018 - 3835 - Report...
Additional Text: DISCOVERY REPORT - Transaction 7013497 - Approved By: CSULEZIC : 12-07-2018:12:08:57
- 477 12/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7013596 - Approved By: NOREVIEW : 12-07-2018:12:10:14
- 478 12/7/2018 - 1830 - Joinder...
Additional Text: JOINDER TO TODD B. JAKSICK'S, INDIVIDUALLY, MOTION FOR SUMMARY JUDGMENT ON WENDY JAKSICK'S CLAIMS PERTAINING TO THE LAKE TAHOE HOUSE - Transaction 7013931 - Approved By: CSULEZIC : 12-07-2018:15:42:02
- 479 12/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7014350 - Approved By: NOREVIEW : 12-07-2018:15:43:27
- 480 12/11/2018 - 4065 - Subpoena Duces Tecum
Additional Text: DEPOSITION SUBPOENA (DUCES TECUM) - Transaction 7019404 - Approved By: CSULEZIC : 12-12-2018:09:41:51
- 481 12/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7019771 - Approved By: NOREVIEW : 12-12-2018:09:42:59
- 482 12/13/2018 - 3795 - Reply...
Additional Text: WENDY JAKSICK'S REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION FROM JESSICA CLAYTON - Transaction 7022611 - Approved By: PMSEWELL : 12-13-2018:12:26:10
- 483 12/13/2018 - 3860 - Request for Submission
Additional Text: WENDY A. JAKSICK'S MOTION TO COMPEL PRODUCTION FROM JESSICA CLAYTON - Transaction 7022640 - Approved By: CSULEZIC : 12-13-2018:12:34:41
PARTY SUBMITTING: MARK CANNOT ESQ
DATE SUBMITTED: 12/13/18
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:
- 484 12/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7022674 - Approved By: NOREVIEW : 12-13-2018:12:28:59
- 485 12/13/2018 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITION OF KEVIN RILEY - Transaction 7022698 - Approved By: CSULEZIC : 12-13-2018:12:42:47
- 486 12/13/2018 - 4065 - Subpoena Duces Tecum
Additional Text: to Nicholas Palmer - Transaction 7022698 - Approved By: CSULEZIC : 12-13-2018:12:42:47
- 487 12/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7022707 - Approved By: NOREVIEW : 12-13-2018:12:35:37
- 488 12/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7022743 - Approved By: NOREVIEW : 12-13-2018:12:43:57
- 489 12/14/2018 - 3835 - Report...
Additional Text: Todd B. Jaksick's Second Discovery Status Report - Transaction 7024834 - Approved By: SWILLIAM : 12-14-2018:11:10:26
- 490 12/14/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7024905 - Approved By: NOREVIEW : 12-14-2018:11:12:02

- 491 12/14/2018 - 3835 - Report...
Additional Text: RESPONDENT WENDY A. JAKSICK'S DISCOVERY DISPUTE CONFERENCE STATEMENT 12/18/18 @4:30 - Transaction 7025039 - Approved By: CSULEZIC : 12-14-2018:12:31:30
- 492 12/14/2018 - 3835 - Report...
Additional Text: Stanley Jaksick's Second Discovery Report - Transaction 7025085 - Approved By: PMSEWELL : 12-14-2018:12:14:54
- 493 12/14/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7025124 - Approved By: NOREVIEW : 12-14-2018:12:15:59
- 494 12/14/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7025171 - Approved By: NOREVIEW : 12-14-2018:12:32:49
- 495 12/14/2018 - 3870 - Request
Additional Text: WENDY A. JAKSICK'S NINTH REQUEST FOR PRODUCTION OF DOCUMENTS TO TODD B. JAKSICK, INDIVIDUALLY, AS COTRUSTEE OF THE FAMILY TRUST AND AS TRUSTEE OF THE ISSUE TRUST - Transaction 7025519 - Approved By: PMSEWELL : 12-14-2018:14:35:57
- 496 12/14/2018 - 1813 - Interrogatories
Additional Text: WENDY A. JAKSICK'S SECOND SET OF INTERROGATORIES TO TODD B. JAKSICK, INDIVIDUALLY, AS CO-TRUSTEE OF THE FAMILY TRUST AND AS TRUSTEE OF THE ISSUE TRUST - Transaction 7025530 - Approved By: PMSEWELL : 12-14-2018:14:36:28
- 497 12/14/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7025650 - Approved By: NOREVIEW : 12-14-2018:14:40:24
- 498 12/14/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7025651 - Approved By: NOREVIEW : 12-14-2018:14:40:23
- 499 12/14/2018 - 3870 - Request
Additional Text: WENDY A. JAKSICK'S FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS TO STANLEY JAKSICK, INDIVIDUALLY AND AS CO-TRUSTEE OF THE SAMUEL S JAKSICK JR FAMILY TRUST - Transaction 7025773 - Approved By: YVILORIA : 12-14-2018:16:27:46
- 500 12/14/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7025957 - Approved By: NOREVIEW : 12-14-2018:16:29:10
- 501 12/17/2018 - 1610 - Disclosure of Expert Witness
Additional Text: TODD B. JAKSICK'S DISCLOSURE OF EXPERT WITNESSES - Transaction 7028108 - Approved By: YVILORIA : 12-18-2018:08:15:03
- 502 12/17/2018 - 3795 - Reply...
Additional Text: WENDY JAKSICK'S OMNIBUS REPLY IN SUPPORT OF MOTION FOR LEAVE TO JOIN INDISPENSABLE PARTIES - Transaction 7028312 - Approved By: YVILORIA : 12-18-2018:08:58:08
- 503 12/17/2018 - 3795 - Reply...
Additional Text: WENDY JAKSICK'S REPLY IN SUPPORT OF PETITION TO REDRESS BREACH OF FIDUCIARY DUTY AND EMERGENCY MOTION TO REMOVE TODD B. JAKSICK AS CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND AS TRUSTEE OF THE SSJ'S ISSUE TRUST - Transaction 7028316 - Approved By: PMSEWELL : 12-18-2018:08:58:25
- 504 12/18/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7028390 - Approved By: NOREVIEW : 12-18-2018:08:16:11
- 505 12/18/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7028599 - Approved By: NOREVIEW : 12-18-2018:09:01:22
- 506 12/18/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7028601 - Approved By: NOREVIEW : 12-18-2018:09:01:27
- 507 12/18/2018 - 3860 - Request for Submission

Additional Text: - Transaction 7030073 - Approved By: PMSEWELL : 12-18-2018:14:49:24
DOCUMENT TITLE: WENDY A. JAKSICK'S PETITION TO REDRESS BREACH OF FIDUCIARY DUTY AND EMERGENCY MOTION TO REMOVE TODD B. JAKSICK AS COTRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND AS TRUSTEE OF THE SSJ'S ISSUE TRUST (NO ORDER PROVIDED)
PARTY SUBMITTING: MARK CONNOT, ESQ.
DATE SUBMITTED: DECEMBER 18, 2018
SUBMITTED BY: PMSEWELL
DATE RECEIVED JUDGE OFFICE:

508 12/18/2018 - 3860 - Request for Submission

Additional Text: - Transaction 7030071 - Approved By: PMSEWELL : 12-18-2018:14:54:26
DOCUMENT TITLE: WENDY A. JAKSICK'S MOTION FOR LEAVE TO JOIN INDISPENSABLE PARTIES (NO ORDER PROVIDED)
PARTY SUBMITTING: MARK CONNOT, ESQ.
DATE SUBMITTED: DECEMBER 18, 2018
SUBMITTED BY: PMSEWELL
DATE RECEIVED JUDGE OFFICE:

509 12/18/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7030298 - Approved By: NOREVIEW : 12-18-2018:14:50:13

510 12/18/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7030319 - Approved By: NOREVIEW : 12-18-2018:14:55:21

511 12/18/2018 - 2610 - Notice ...

Additional Text: Notice of Taking Deposition of Jessica Clayton - Transaction 7030632 - Approved By: CSULEZIC : 12-19-2018:08:51:01

512 12/19/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7031157 - Approved By: NOREVIEW : 12-19-2018:08:52:28

513 12/19/2018 - 4065 - Subpoena Duces Tecum

Additional Text: SUBPOENA DUCES TECUM - Transaction 7031416 - Approved By: YVILORIA : 12-19-2018:11:06:02

514 12/19/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7031661 - Approved By: NOREVIEW : 12-19-2018:11:09:22

515 12/19/2018 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO TODD B. JAKSICK'S, INDIVIDUALLY, MOTION FOR SUMMARY JUDGMENT ON STANLEY JAKSICK'S CLAIMS PERTAINING TO THE INDEMNIFICATION AGREEMENT AND THE LAKE TAHOE HOUSE - Transaction 7031796 - Approved By: PMSEWELL : 12-19-2018:12:56:29

516 12/19/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7032033 - Approved By: NOREVIEW : 12-19-2018:12:57:37

517 12/19/2018 - 2630 - Objection to ...

Additional Text: TODD B. JAKSICK'S, AS AN INDIVIDUAL, OBJECTION TO REQUEST FOR SUBMISSION OF WENDY A. JAKSICK'S PETITION TO REDRESS BREACH OF FIDUCIARY DUTY AND EMERGENCY MOTION TO REMOVE TODD B. JAKSICK AS COTRUSTEE OF THE SAMUEL S. JAKSICK, JR FAMILY TRUST AND AS TRUST - Transaction 7032287 - Approved By: PMSEWELL : 12-19-2018:15:05:23

518 12/19/2018 - 1830 - Joinder...

Additional Text: JOINDER IN SECOND AMENDED NOTICE OF TAKING DEPOSITION OF KEVIN RILEY - Transaction 7032300 - Approved By: PMSEWELL : 12-19-2018:15:07:58

519 12/19/2018 - 2582 - Notice of Taking Deposition

Additional Text: of R. Bruce Wallace (expert witness) - Transaction 7032348 - Approved By: PMSEWELL : 12-19-2018:15:32:51

520 12/19/2018 - 2582 - Notice of Taking Deposition

Additional Text: of Beth Chrisman (expert witness) - Transaction 7032351 - Approved By: PMSEWELL : 12-19-2018:15:33:09

521 12/19/2018 - 2582 - Notice of Taking Deposition

Additional Text: of Gary Stolbach (expert witness) - Transaction 7032355 - Approved By: PMSEWELL : 12-19-2018:15:33:49

- 522 12/19/2018 - 2582 - Notice of Taking Deposition
Additional Text: of Frank Campagna, CPA (expert witness) - Transaction 7032359 - Approved By: PMSEWELL : 12-19-2018:15:35:18
- 523 12/19/2018 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 7032565 - Approved By: NOREVIEW : 12-19-2018:14:56:46
- 524 12/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7032566 - Approved By: NOREVIEW : 12-19-2018:14:57:47
- 525 12/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7032601 - Approved By: NOREVIEW : 12-19-2018:15:06:26
- 526 12/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7032614 - Approved By: NOREVIEW : 12-19-2018:15:09:06
- 527 12/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7032721 - Approved By: NOREVIEW : 12-19-2018:15:34:13
- 528 12/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7032720 - Approved By: NOREVIEW : 12-19-2018:15:34:13
- 529 12/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7032724 - Approved By: NOREVIEW : 12-19-2018:15:34:50
- 530 12/19/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7032736 - Approved By: NOREVIEW : 12-19-2018:15:36:20
- 531 12/19/2018 - 2475 - Mtn to Strike...
Additional Text: Transaction 7033303 - Approved By: CSULEZIC : 12-20-2018:09:05:53
- 532 12/20/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7033548 - Approved By: NOREVIEW : 12-20-2018:09:07:27
- 533 12/21/2018 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION FROM L. ROBERT LEGOY JR AND THE CUSTODIAN OF RECORDS OF MAUPIN, COX & LEGOY - Transaction 7037072 - Approved By: YVILORIA : 12-21-2018:15:46:02
- 534 12/21/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7037170 - Approved By: NOREVIEW : 12-21-2018:15:47:14
- 535 12/21/2018 - 2645 - Opposition to Mtn ...
Additional Text: WENDY JAKSICK - Transaction 7037408 - Approved By: BVIRREY : 12-24-2018:09:24:34
- 536 12/24/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7037799 - Approved By: NOREVIEW : 12-24-2018:09:26:06
- 537 12/24/2018 - 2645 - Opposition to Mtn ...
Additional Text: Nanette Childers' Opposition to Wendy Jaksick's Motion to Compel Production - Transaction 7038358 - Approved By: PMSEWELL : 12-24-2018:14:12:02
- 538 12/24/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7038493 - Approved By: NOREVIEW : 12-24-2018:14:13:11
- 539 12/24/2018 - 2645 - Opposition to Mtn ...

Additional Text: WENDY JAKSICK'S OPPOSITION TO TODD JAKSICK'S, INDIVIDUALLY, MOTION TO DISMISS, OR IN THE ALTERNATIVE, TO STRIKE WENDY JAKSICK'S PETITION TO REDRESS BREACH OF FIDUCIARY DUTY & EMERGENCY MOTION TO REMOVE TODD B. JAKSICK AS COTRUSTEE OF THE SAMUEL JAKSICK, JR. FAMILY TRUST AND AS TRUSTEE OF SSJ ISSUE TRUST - Transaction 7038831 - Approved By: CSULEZIC : 12-26-2018:08:14:48

540 12/26/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7038879 - Approved By: NOREVIEW : 12-26-2018:08:15:32

541 12/26/2018 - 1650 - Errata...

Additional Text: NOTICE OF ERRATA REGARDING WENDY A. JAKSICK'S FIRST AMENDED COUNTER-PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S), AND FOR DECLARATORY JUDGMENT AND OTHER RELIEF - Transaction 7039129 - Approved By: CSULEZIC : 12-26-2018:10:02:48

542 12/26/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7039135 - Approved By: NOREVIEW : 12-26-2018:10:03:45

543 12/26/2018 - 3975 - Statement ...

Additional Text: Todd B. Jaksick's Trial Protocol Statement - Transaction 7039671 - Approved By: PMSEWELL : 12-26-2018:13:17:45

544 12/26/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7039676 - Approved By: NOREVIEW : 12-26-2018:13:18:44

545 12/28/2018 - 2610 - Notice ...

Additional Text: NOTICE OF TAKING DEPOSITION OF NANETTE CHILDERS - Transaction 7043575 - Approved By: CSULEZIC : 12-28-2018:15:31:48

546 12/28/2018 - 2610 - Notice ...

Additional Text: NOTICE OF TAKING DEPOSITION OF NICHOLAS PALMER - Transaction 7043579 - Approved By: CSULEZIC : 12-28-2018:15:32:26

547 12/28/2018 - 2610 - Notice ...

Additional Text: NOTICE OF TAKING DEPOSITION OF BRIAN MCQUAID - Transaction 7043583 - Approved By: CSULEZIC : 12-28-2018:15:33:06

548 12/28/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7043602 - Approved By: NOREVIEW : 12-28-2018:15:33:00

549 12/28/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7043609 - Approved By: NOREVIEW : 12-28-2018:15:34:03

550 12/28/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7043615 - Approved By: NOREVIEW : 12-28-2018:15:34:55

551 12/28/2018 - 1595 - Deposition ...

Additional Text: deposition Subpoena Duces Tecum - Transaction 7043797 - Approved By: CSULEZIC : 12-28-2018:16:12:08

552 12/28/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7043805 - Approved By: NOREVIEW : 12-28-2018:16:14:31

553 12/28/2018 - 1945 - Master's Recommendation/Ord

Additional Text: RECOMMENDATION FOR ORDER - Transaction 7043899 - Approved By: NOREVIEW : 12-28-2018:16:39:23

554 12/28/2018 - S200 - Request for Submission Complet

No additional text exists for this entry.

555 12/28/2018 - NEF - Proof of Electronic Service

Additional Text: Transaction 7043904 - Approved By: NOREVIEW : 12-28-2018:16:40:28

- 556 12/28/2018 - S200 - Request for Submission Complet
Additional Text: MOTION TO COMPEL PRODUCTION FROM TODD JAKSICK, INDIVIDUALLY, AS CO-TRUSTEE OF THE FAMILY TRUST AND AS TRUSTEE OF THE ISSUE TRUST
- 557 12/28/2018 - 3975 - Statement ...
Additional Text: TRIAL PROTOCOL STATEMENT - Transaction 7044006 - Approved By: YVILORIA : 12-31-2018:08:26:43
- 558 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7044121 - Approved By: NOREVIEW : 12-31-2018:08:27:54
- 559 12/31/2018 - 3975 - Statement ...
Additional Text: WENDY JAKSICK'S TRIAL PROTOCOL STATEMENT - Transaction 7044210 - Approved By: YVILORIA : 12-31-2018:08:57:55
- 560 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7044233 - Approved By: NOREVIEW : 12-31-2018:08:59:14
- 561 12/31/2018 - 1595 - Deposition ...
Additional Text: DEPOSITION SUBPOENA - Transaction 7044399 - Approved By: CSULEZIC : 12-31-2018:10:19:53
- 562 12/31/2018 - 1595 - Deposition ...
Additional Text: DEPOSITION SUBPOENA - Transaction 7044398 - Approved By: CSULEZIC : 12-31-2018:10:20:30
- 563 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7044494 - Approved By: NOREVIEW : 12-31-2018:10:20:59
- 564 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7044498 - Approved By: NOREVIEW : 12-31-2018:10:21:44
- 565 12/31/2018 - 3975 - Statement ...
Additional Text: STANLEY S. JAKSICK'S, AS CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST JOINER IN STANLEY S. JAKSICK, INDIVIDUALLY'S TRIAL PROTOCOL STATEMENT - Transaction 7045151 - Approved By: CSULEZIC : 12-31-2018:14:52:07
- 566 12/31/2018 - 3795 - Reply...
Additional Text: TODD B. JAKSICK'S INDIVIDUALLY, REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STANLEY JAKSICK'S CLAIMS PERTAINING TO THE INDEMNIFICATION AGREEMENT AND THE LAKE TAHOE HOUSE - Transaction 7045345 - Approved By: YVILORIA : 12-31-2018:15:34:05
- 567 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7045348 - Approved By: NOREVIEW : 12-31-2018:14:53:23
- 568 12/31/2018 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF TODD B JAKSICK'S INDIVIDUALLY MOTION FOR SUMMARY JUDGMENT ON STANLEY JAKSICK'S CLAIMS PERTAINING TO THE INDEMNIFICATION AGREEMENT AND THE LAKE TAHOE HOUSE - Transaction 7045358 - Approved By: YVILORIA : 12-31-2018:15:34:43
DOCUMENT TITLE: TODD B. JAKSICK'S INDIVIDUALLY, MOTION FOR SUMMARY JUDGMENT ON STANLEY JAKSICK'S CLAIMS PERTAINING TO THE INDEMNIFICATION AGREEMENT AND THE LAKE TAHOE HOUSE FILED 12-5-18
PARTY SUBMITTING: KENT ROBISON ESQ
DATE SUBMITTED: 12-31-18
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 569 12/31/2018 - 1610 - Disclosure of Expert Witness
Additional Text: Todd B. Jaksick;s Rebuttal Expert Witness Disclosure - Transaction 7045431 - Approved By: KTOMBOW : 12-31-2018:15:37:50
- 570 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7045507 - Approved By: NOREVIEW : 12-31-2018:15:35:00
- 571 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7045511 - Approved By: NOREVIEW : 12-31-2018:15:35:44

- 572 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7045524 - Approved By: NOREVIEW : 12-31-2018:15:39:49
- 573 1/2/2019 - 2690 - Ord Affirming Master Recommend
Additional Text: CONFIRMING ORDER - DECEMBER 19, 2018, RECOMMENDATION - Transaction 7046856 - Approved By: NOREVIEW : 01-02-2019:11:53:26
- 574 1/2/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7046859 - Approved By: NOREVIEW : 01-02-2019:11:54:21
- 575 1/2/2019 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION OF L. ROBERT LEGOY JR - Transaction 7048037 - Approved By: YVILORIA : 01-02-2019:16:58:00
- 576 1/2/2019 - 3880 - Response...
Additional Text: JESSICA CLAYTON'S RESPONSES AND OBJECTION TO WENDY JAKSICK'S SECOND DESPOTION SUBPOENA (DUCES TECUM) - Transaction 7048065 - Approved By: YVILORIA : 01-03-2019:08:12:43
- 577 1/2/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7048248 - Approved By: NOREVIEW : 01-02-2019:16:59:09
- 578 1/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7048358 - Approved By: NOREVIEW : 01-03-2019:08:13:50
- 579 1/3/2019 - 1595 - Deposition ...
Additional Text: DEPOSITION SUBPOENA - Transaction 7048780 - Approved By: YVILORIA : 01-03-2019:10:03:13
- 580 1/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7048823 - Approved By: NOREVIEW : 01-03-2019:10:06:22
- 581 1/3/2019 - 3795 - Reply...
Additional Text: TODD B. JAKSICK'S INDIVIDUALLY, REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON WENDY JAKSICK'S CLAIMS PERTAINING TO THE LAKE TAHOE HOUSE - Transaction 7049512 - Approved By: YVILORIA : 01-03-2019:13:24:40
- 582 1/3/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF TODD B. JAKSICK'S INDIVIDUALLY, MOTION FOR SUMMARY JUDGMENT ON WENDY JAKSICK'S CLAIMS PERTAINING TO THE LAKE TAHOE HOUSE - Transaction 7049518 - Approved By: YVILORIA : 01-03-2019:13:34:26
DOCUMENT TITLE: TODD B. JAKSICK'S INDIVIDUALLY MOTION FOR SUMMARY JUDGMENT ON WENDY JAKSICK'S CLAIMS PERTAINING TO THE LAKE TAHOE HOUSE FILED 12-4-18
PARTY SUBMITTING: KENT ROBISON ESQ
DATE SUBMITTED: 1-3-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 583 1/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7049626 - Approved By: NOREVIEW : 01-03-2019:13:25:36
- 584 1/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7049661 - Approved By: NOREVIEW : 01-03-2019:13:37:51
- 585 1/3/2019 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION OF THE NRCP 30(B)(6) REPRESENTATIVE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST - Transaction 7050674 - Approved By: YVILORIA : 01-04-2019:09:18:24
- 586 1/3/2019 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION OF THE NRCP 30(B)(6) REPRESENTATIVE OF THE SSJ'S ISSUE TRUST - Transaction 7050675 - Approved By: YVILORIA : 01-04-2019:09:18:57
- 587 1/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7051014 - Approved By: NOREVIEW : 01-04-2019:09:21:23

588 1/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7051016 - Approved By: NOREVIEW : 01-04-2019:09:21:24

589 1/4/2019 - 3835 - Report...
Additional Text: DISCOVERY REPORT - Transaction 7051517 - Approved By: YVILORIA : 01-04-2019:11:45:33

590 1/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7051573 - Approved By: NOREVIEW : 01-04-2019:11:46:35

591 1/4/2019 - 3975 - Statement ...
Additional Text: RESPONDENT WENDY A. JAKSICK'S DISCOVERY DISPUTE CONFERENCE STATEMENT - Transaction 7051683 - Approved By: NMASON : 01-04-2019:12:18:24

592 1/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7051713 - Approved By: NOREVIEW : 01-04-2019:12:19:49

593 1/4/2019 - 3835 - Report...
Additional Text: TODD B. JAKSICK'S THIRD (JANUARY 4, 2019) DISCOVERY STATUS REPORT - Transaction 7051917 - Approved By: YVILORIA : 01-04-2019:13:47:14

594 1/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7052022 - Approved By: NOREVIEW : 01-04-2019:13:48:28

595 1/4/2019 - 1830 - Joinder...
Additional Text: Joinder to Todd B. Jaksick's, Individually, Reply in Support of Motion for Summary Judgment on Wendy Jaksick's Claims Pertaining to the Lake Tahoe House - Transaction 7052157 - Approved By: CSULEZIC : 01-04-2019:14:53:27

596 1/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7052369 - Approved By: NOREVIEW : 01-04-2019:14:54:38

597 1/4/2019 - 3695 - Pre-Trial Memorandum
Additional Text: PRETRIAL DISCLOSURE PURSUANT TO NRCP 16.1(A)(3) FOR TODD JAKSICK - Transaction 7052990 - Approved By: CVERA : 01-07-2019:08:24:15

598 1/4/2019 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 7053034 - Approved By: NOREVIEW : 01-04-2019:17:00:00

599 1/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7053040 - Approved By: NOREVIEW : 01-04-2019:17:00:57

600 1/4/2019 - 3695 - Pre-Trial Memorandum
Additional Text: Supplement to Pretrial Disclosures - Transaction 7053087 - Approved By: KTOMBOW : 01-07-2019:08:35:00

601 1/7/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7053221 - Approved By: NOREVIEW : 01-07-2019:08:25:23

602 1/7/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7053235 - Approved By: NOREVIEW : 01-07-2019:08:35:44

603 1/7/2019 - 2645 - Opposition to Mtn ...
Additional Text: TODD B. JAKSICK'S INDIVIDUALLY, OPPOSITION TO MOTION TO STRIKE - Transaction 7055198 - Approved By: YVILORIA : 01-07-2019:16:47:11

604 1/7/2019 - 3795 - Reply...
Additional Text: TODD B JAKSICK'S REPLY IN SUPPORT OF MOTION TO STRIKE WENDY JAKSICK'S PETITION TO REDRESS BREACH - Transaction 7055212 - Approved By: YVILORIA : 01-07-2019:16:56:15

605 1/7/2019 - 3860 - Request for Submission

Additional Text: REQUEST FOR SUBMISSION - Transaction 7055219 - Approved By: YVILORIA : 01-07-2019:16:57:05
DOCUMENT TITLE: TODD B JAKSICK'S MOTION TO STRIKE WENDY JAKSICK'S PETITION TO REDRESS BREACH OF FIDUCIARY DUTY AND EMERGENCY MOTION TO REMOVE TODD B JAKSICK AS CO-TRUSTEE OF THE SAMUEL S JAKSICK JR FAMILY TRUST AND AS TRUSTEE OF SSJ'S ISSUE TRUST
PARTY SUBMITTING: MARK CONNOT ESQ
DATE SUBMITTED: 1-7-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

606 1/7/2019 - 3795 - Reply...

Additional Text: In Support of Motion to Compel Production from Nanette Childers - Transaction 7055287 - Approved By: KTOMBOW : 01-07-2019:16:40:30

607 1/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7055328 - Approved By: NOREVIEW : 01-07-2019:16:42:46

608 1/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7055380 - Approved By: NOREVIEW : 01-07-2019:16:48:55

609 1/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7055424 - Approved By: NOREVIEW : 01-07-2019:16:57:27

610 1/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7055428 - Approved By: NOREVIEW : 01-07-2019:16:58:19

611 1/7/2019 - 3695 - Pre-Trial Memorandum

Additional Text: Respondent Wendy A. Jaksick's Pre-Trial Disclosures Pursuant to NRCP 16.1(A)(3) - Transaction 7055517 - Approved By: SWILLIAM : 01-08-2019:08:43:17

612 1/7/2019 - 3860 - Request for Submission

Additional Text: REQUEST FOR SUBMISSION - Transaction 7055595 - Approved By: YVILORIA : 01-08-2019:08:51:54
DOCUMENT TITLE: MOTION TO STRIKE FILED 12-19-18
PARTY SUBMITTING: ADAM HOSMER-HENNER ESQ
DATE SUBMITTED: 1-8-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

613 1/8/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7055753 - Approved By: NOREVIEW : 01-08-2019:08:45:24

614 1/8/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7055810 - Approved By: NOREVIEW : 01-08-2019:08:53:26

615 1/8/2019 - 3860 - Request for Submission

Additional Text: REQUEST FOR SUBMISSION OF WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION FROM L. ROBERT LEGOY, JR. AND THE CUSTODIAN OF RECORDS OF MAUPIN, COX & LEGOY - Transaction 7057520 - Approved By: YVILORIA : 01-08-2019:16:50:09
DOCUMENT TITLE: WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION FROM L. ROBERT LEGOY JR AND THE CUSTODIAN OF RECORDS OF MAUPIN COX & LEGOY (MOTION TO COMPEL) FILED 12-6-18
PARTY SUBMITTING: CAROLYN RENNER ESQ
DATE SUBMITTED: 1-8-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

616 1/8/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7057773 - Approved By: NOREVIEW : 01-08-2019:16:51:43

617 1/9/2019 - 2165 - Mtn for Protective Ord

Additional Text: DFX: SUB-EXHIBITS PRESENTED INCORRECTLY -TODD B. JAKSICK'S MOTION FOR A PROTECTIVE ORDER ON WENDY JAKSICK'S NRCP 30(b)(6) DEPOSITION SUPOENAS - Transaction 7060309 - Approved By: YVILORIA : 01-10-2019:09:13:38

618 1/10/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7060704 - Approved By: NOREVIEW : 01-10-2019:09:15:24

- 619 1/10/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF WENDY A JAKSICK'S MOTION TO COMPEL PRODUCTION FROM NANETTE CHILDERS - Transaction 7061835 - Approved By: YVILORIA : 01-10-2019:14:11:45
DOCUMENT TITLE: WENDY A JAKSICK'S MOTION TO COMPEL PRODUCTION FROM NANETTE CHILDERS
PARTY SUBMITTING: MARK CONNOT ESQ
DATE SUBMITTED: 1-10-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 620 1/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7061851 - Approved By: NOREVIEW : 01-10-2019:14:12:54
- 621 1/10/2019 - 1120 - Amended ...
Additional Text: Notice of Taking Deposition of Jessica Clayton - Transaction 7062477 - Approved By: KTOMBOW : 01-11-2019:08:18:32
- 622 1/10/2019 - 1120 - Amended ...
Additional Text: Notice of Taking Deposition of Nanett Childers - Transaction 7062484 - Approved By: KTOMBOW : 01-11-2019:08:19:39
- 623 1/10/2019 - 2610 - Notice ...
Additional Text: of Continuing Deposition of Nicholas Palmer - Transaction 7062491 - Approved By: KTOMBOW : 01-11-2019:08:20:06
- 624 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7062865 - Approved By: NOREVIEW : 01-11-2019:08:19:37
- 625 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7062868 - Approved By: NOREVIEW : 01-11-2019:08:20:38
- 626 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7062870 - Approved By: NOREVIEW : 01-11-2019:08:21:08
- 627 1/11/2019 - 1830 - Joinder...
Additional Text: JOINDER IN TODD B. JAKSICK'S MOTION FOR A PROTECTIVE ORDER ON WENDY JAKSICK'S NRCP 30(B)(6) DEPOSITION SUBPOENAS - Transaction 7063293 - Approved By: CSULEZIC : 01-11-2019:11:17:56
- 628 1/11/2019 - 3835 - Report...
Additional Text: Todd B. Jaksick's Fourth (January 11, 2019) Discovery Status Report - Transaction 7063297 - Approved By: CSULEZIC : 01-11-2019:11:18:26
- 629 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7063471 - Approved By: NOREVIEW : 01-11-2019:11:20:15
- 630 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7063474 - Approved By: NOREVIEW : 01-11-2019:11:20:24
- 631 1/11/2019 - 2490 - Motion ...
Additional Text: WENDY JAKSICK'S MOTION FOR LEAVE TO FILE OPPOSITION TO JOINDER TO TODD B. JAKSICK'S, INDIVIDUALLY, MOTION FOR SUMMARY JUDGMENT ON WENDY JAKSICK'S CLAIMS PERTAINING TO THE LAKE TAHOE HOUSE - Transaction 7063592 - Approved By: CSULEZIC : 01-11-2019:12:34:42
- 632 1/11/2019 - 3975 - Statement ...
Additional Text: RESPONDENT WENDY A. JAKSICK'S DISCOVERY DISPUTE CONFERENCE STATEMENT - Transaction 7063668 - Approved By: NMASON : 01-11-2019:12:36:42
- 633 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7063754 - Approved By: NOREVIEW : 01-11-2019:12:35:56
- 634 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7063760 - Approved By: NOREVIEW : 01-11-2019:12:37:36

- 635 1/11/2019 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF BETH CHRISMAN, STANLEY JAKSICK'S EXPERT WITNESS (AMENDED) - Transaction 7064496 - Approved By: CSULEZIC : 01-11-2019:16:13:51
- 636 1/11/2019 - 1830 - Joinder...
Additional Text: JOINDER TO NOTICES OF TAKING DEPOSITION OF JESSICA CLAYTON, NANETTE CHILDERS, NICHOLAS PALMER, ROBERT LEGOY AND BRIAN MCQUAID - Transaction 7064623 - Approved By: YVILORIA : 01-14-2019:08:07:18
- 637 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7064673 - Approved By: NOREVIEW : 01-11-2019:16:14:46
- 638 1/11/2019 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION L ROBERT LEGOY JR - Transaction 7064750 - Approved By: YVILORIA : 01-11-2019:16:57:33
- 639 1/11/2019 - 2582 - Notice of Taking Deposition
Additional Text: Amended Notice of Taking Deposition - 01/24/2019 @ 9:00 AM - Transaction 7064788 - Approved By: SWILLIAM : 01-14-2019:08:17:04
- 640 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7064844 - Approved By: NOREVIEW : 01-11-2019:16:58:32
- 641 1/11/2019 - 3695 - Pre-Trial Memorandum
Additional Text: Stanley Jaksick's Pretrial Disclosures - Transaction 7064864 - Approved By: CSULEZIC : 01-14-2019:08:29:12
- 642 1/11/2019 - 3835 - Report...
Additional Text: Discovery Report - Transaction 7064865 - Approved By: CSULEZIC : 01-14-2019:08:29:36
- 643 1/11/2019 - 2610 - Notice ...
Additional Text: NOTICE OF TAKING DEPOSITION OF JAMES A. GREEN - Transaction 7064868 - Approved By: CSULEZIC : 01-14-2019:08:34:09
- 644 1/11/2019 - 2610 - Notice ...
Additional Text: NOTICE OF TAKING DEPOSITION OF ARLO STOCKHAM - Transaction 7064869 - Approved By: CSULEZIC : 01-14-2019:08:34:54
- 645 1/11/2019 - 2610 - Notice ...
Additional Text: NOTICE OF TAKING DEPOSITION OF WILLIAM E. PETERSON - Transaction 7064870 - Approved By: CSULEZIC : 01-14-2019:08:36:28
- 646 1/11/2019 - 2650 - Opposition to ...
Additional Text: RESPONDENT WENDY A. JAKSICK'S OPPOSITION TO TODD B. JAKSICK'S MOTION FOR A PROTECTIVE ORDER ON WENDY JAKSICK'S NRCP 30(b)(6) DEPOSITION SUBPOENAS AND JOINDER THEREOF - Transaction 7064879 - Approved By: YVILORIA : 01-14-2019:08:45:29
- 647 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7065038 - Approved By: NOREVIEW : 01-14-2019:08:08:58
- 648 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7065062 - Approved By: NOREVIEW : 01-14-2019:08:17:58
- 649 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7065085 - Approved By: NOREVIEW : 01-14-2019:08:30:22
- 650 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7065086 - Approved By: NOREVIEW : 01-14-2019:08:30:51
- 651 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7065097 - Approved By: NOREVIEW : 01-14-2019:08:35:13
- 652 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7065104 - Approved By: NOREVIEW : 01-14-2019:08:36:02

653 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7065110 - Approved By: NOREVIEW : 01-14-2019:08:37:43

654 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7065127 - Approved By: NOREVIEW : 01-14-2019:08:46:30

655 1/14/2019 - 2490 - Motion ...
Additional Text: MOTION IN LIMINE TO EXCLUDE WITNESS OF, IN THE ALTERNATIVE, TO STRIKE EXPERT WITNESS - Transaction 7065739 - Approved By: YVILORIA : 01-14-2019:11:39:29

656 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7065865 - Approved By: NOREVIEW : 01-14-2019:11:40:39

657 1/14/2019 - 2610 - Notice ...
Additional Text: NOTICE OF TAKING DEPOSITION OF KURT L HARDUNG - Transaction 7067290 - Approved By: YVILORIA : 01-15-2019:08:41:28

658 1/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7067597 - Approved By: NOREVIEW : 01-15-2019:08:42:43

659 1/15/2019 - 1830 - Joinder...
Additional Text: TODD B. JAKSICK'S JOINDER IN PETITIONERS' MOTION IN LIMINE TO EXCLUDE EXPERT WITNESS OR, IN THE ALTERNATIVE, TO STRIKE EXPERT WITNESS - Transaction 7067902 - Approved By: YVILORIA : 01-15-2019:10:45:34

660 1/15/2019 - 3795 - Reply...
Additional Text: in Support of Motion for a Protective Order on Wendy Jaksick's NRCP 30(b)(6) Deposition Subpoenas - Transaction 7068031 - Approved By: JAPARICI : 01-15-2019:10:55:06

661 1/15/2019 - 3860 - Request for Submission
Additional Text: TODD B. JAKSICK'S MOTION FOR A PROTECTIVE ORDER ON WENDY JAKSICK'S NRCP 30(B)(6) DEPOSITION SUBPOENAS - Transaction 7068034 - Approved By: CSULEZIC : 01-15-2019:11:07:24
PARTY SUBMITTING: KENT ROBISON ESQ
DATE SUBMITTED: 1/15/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:

662 1/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7068059 - Approved By: NOREVIEW : 01-15-2019:10:47:05

663 1/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7068095 - Approved By: NOREVIEW : 01-15-2019:10:56:19

664 1/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7068145 - Approved By: NOREVIEW : 01-15-2019:11:08:11

665 1/15/2019 - 2610 - Notice ...
Additional Text: NOTICE OF TAKING DEPOSITION OF TODD B. JAKSICK - Transaction 7068234 - Approved By: YVILORIA : 01-15-2019:12:00:23

666 1/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7068403 - Approved By: NOREVIEW : 01-15-2019:12:01:49

667 1/15/2019 - 2690 - Ord Affirming Master Recommend
Additional Text: CONFIRMING ORDER OF DECEMBER 28, 2018 RECOMMENDATION - Transaction 7069160 - Approved By: NOREVIEW : 01-15-2019:15:02:17

668 1/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7069164 - Approved By: NOREVIEW : 01-15-2019:15:03:24

669 1/15/2019 - 3025 - Ord Granting/Denying in Part
Additional Text: MR. KIMMEL'S MOTION FOR SUMMARY JUDGEMENT - Transaction 7069692 - Approved By: NOREVIEW : 01-15-2019:17:01:42

670 1/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7069693 - Approved By: NOREVIEW : 01-15-2019:17:02:42

671 1/15/2019 - S200 - Request for Submission Complet
Additional Text: PETITIONER'S MICHAEL S. KIMMEL REPLY TO WENDY JAKSICK'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

672 1/16/2019 - 3025 - Ord Granting/Denying in Part
Additional Text: MOTION FOR LEAVE TO JOIN INDESPENSIBLE PARTIES - Transaction 7071183 - Approved By: NOREVIEW : 01-16-2019:14:35:27

673 1/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7071187 - Approved By: NOREVIEW : 01-16-2019:14:36:46

674 1/16/2019 - S200 - Request for Submission Complet
Additional Text: WENDY A. JAKSICK'S MOTION FOR LEAVE TO JOIN INDISPENSABLE PARTIES

675 1/16/2019 - 4105 - Supplemental ...
Additional Text: RESPONDENT WENDY A JAKSICK'S SECOND SUPPLEMENTAL DISCLOSURE OF WITNESSES AND DOCUMENTS PURSUANT TO NRCP 16.1 - Transaction 7071876 - Approved By: YVILORIA : 01-16-2019:16:17:26

676 1/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7071897 - Approved By: NOREVIEW : 01-16-2019:16:18:46

677 1/16/2019 - 2610 - Notice ...
Additional Text: TODD B. JAKSICK'S NOTICE OF WITHDRAWAL OF EXPERT OR PERCIPIENT WITNESSES - Transaction 7072034 - Approved By: YVILORIA : 01-16-2019:16:56:56

678 1/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7072049 - Approved By: NOREVIEW : 01-16-2019:16:58:04

679 1/17/2019 - MIN - ***Minutes
Additional Text: 1/15/19 TELECONFERENCE RE: DISCOVERY ISSUES - Transaction 7073892 - Approved By: NOREVIEW : 01-17-2019:14:35:19

680 1/17/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7073906 - Approved By: NOREVIEW : 01-17-2019:14:36:58

681 1/17/2019 - 4065 - Subpoena Duces Tecum
Additional Text: SUBPOENA DUCES TECUM - Transaction 7074809 - Approved By: YVILORIA : 01-18-2019:09:22:47

682 1/18/2019 - 1120 - Amended ...
Additional Text: AMENDED SUBPOENA DUCES TECUM - Transaction 7075055 - Approved By: CSULEZIC : 01-18-2019:09:38:13

683 1/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7075060 - Approved By: NOREVIEW : 01-18-2019:09:26:52

684 1/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7075107 - Approved By: NOREVIEW : 01-18-2019:09:39:11

685 1/18/2019 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF NICHOLAS PALMER - Transaction 7075139 - Approved By: CSULEZIC : 01-18-2019:10:03:51

686 1/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7075215 - Approved By: NOREVIEW : 01-18-2019:10:05:04

687 1/18/2019 - 3835 - Report...
Additional Text: DISCOVERY REPORT - Transaction 7075779 - Approved By: YVILORIA : 01-18-2019:13:02:31

- 688 1/18/2019 - 3835 - Report...
Additional Text: TODD B. JAKSICK'S FIFTH (JANUARY 18, 2019) DISCOVERY STATUS REPORT - Transaction 7075788 - Approved By: YVILORIA : 01-18-2019:13:02:48
- 689 1/18/2019 - 3835 - Report...
Additional Text: RESPONDENT WENDY A. JAKSICK'S DISCOVERY DISPUTE CONFERENCE STATEMENT - Transaction 7075878 - Approved By: YVILORIA : 01-18-2019:13:14:33
- 690 1/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7076081 - Approved By: NOREVIEW : 01-18-2019:13:03:44
- 691 1/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7076080 - Approved By: NOREVIEW : 01-18-2019:13:03:44
- 692 1/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7076112 - Approved By: NOREVIEW : 01-18-2019:13:15:35
- 693 1/18/2019 - 2270 - Mtn to Compel...
Additional Text: EMERGENCY MOTION TO COMPEL PRODUCTION OF SUBTRUST ACCOUNTINGS FROM TODD B. JAKSICK AND STANLEY S. JAKSICK, AS CO-TRUSTEES OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND SUBTRUSTS, AND REQUEST FOR REDUCTION OF CO-TRUSTEES' COMPENSATION AND REIMBURSEMENT O - Transaction 7076467 - Approved By: CSULEZIC : 01-18-2019:15:19:50
- 694 1/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7076681 - Approved By: NOREVIEW : 01-18-2019:15:22:12
- 695 1/18/2019 - 2630 - Objection to ...
Additional Text: TODD B. JAKSICK'S OBJECTION TO WENDY A JAKSICK'S PRETRIAL DISCLOSURES - Transaction 7076809 - Approved By: YVILORIA : 01-18-2019:16:26:50
- 696 1/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7076927 - Approved By: NOREVIEW : 01-18-2019:16:28:01
- 697 1/18/2019 - 2630 - Objection to ...
Additional Text: WENDY'S OBJECTION TO PRETRIAL DISCLOSURES - Transaction 7077119 - Approved By: KTOMBOW : 01-22-2019:08:32:24
- 698 1/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7077388 - Approved By: NOREVIEW : 01-22-2019:08:34:29
- 699 1/22/2019 - 2840 - Ord Denying ...
Additional Text: PETITION TO REMOVE TODD AS TRUSTEE IS DENIED - Transaction 7077427 - Approved By: NOREVIEW : 01-22-2019:08:43:40
- 700 1/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7077431 - Approved By: NOREVIEW : 01-22-2019:08:44:42
- 701 1/22/2019 - 3696 - Pre-Trial Order
Additional Text: RE: JURY SELECTION VOIR DIRE - Transaction 7077974 - Approved By: NOREVIEW : 01-22-2019:11:06:20
- 702 1/22/2019 - 3696 - Pre-Trial Order
Additional Text: RE: TRIAL SCHEDULE - Transaction 7077976 - Approved By: NOREVIEW : 01-22-2019:11:06:44
- 703 1/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7077985 - Approved By: NOREVIEW : 01-22-2019:11:07:53
- 704 1/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7077983 - Approved By: NOREVIEW : 01-22-2019:11:07:54

- 705 1/22/2019 - 2630 - Objection to ...
Additional Text: STANLEY JAKSICK'S OBJECTIONS TO WENDY JAKSICK'S PRETRIAL DISCLOSURES - Transaction 7079769 -
Approved By: YVILORIA : 01-23-2019:08:53:48
- 706 1/22/2019 - 2630 - Objection to ...
Additional Text: STANLEY JAKSICK'S OBJECTIONS TO TODD JAKSICK'S PRETRIAL DISCLOSURES - Transaction 7079770 -
Approved By: YVILORIA : 01-23-2019:08:54:34
- 707 1/23/2019 - S200 - Request for Submission Complet
Additional Text: PETITION FOR REDRESS IS STRICKEN, DENY REMOVAL OF TODD AT THIS TIME.
- 708 1/23/2019 - S200 - Request for Submission Complet
Additional Text: PETITION FOR REDRESS IS STRICKEN, DENY REMOVAL OF TODD AT THIS TIME.
- 709 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7079972 - Approved By: NOREVIEW : 01-23-2019:08:55:18
- 710 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7079974 - Approved By: NOREVIEW : 01-23-2019:08:55:46
- 711 1/23/2019 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITION OF BETH CHRISMAN, STANLEY JAKSICK'S EXPERT
WITNESS - Transaction 7081108 - Approved By: YVILORIA : 01-23-2019:13:26:29
- 712 1/23/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7081113 - Approved By: NOREVIEW : 01-23-2019:13:20:36
- 713 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7081121 - Approved By: NOREVIEW : 01-23-2019:13:21:50
- 714 1/23/2019 - 2610 - Notice ...
Additional Text: NOTICE OF CONTINUED DEPOSITION OF JESSICA CLAYTON - Transaction 7081127 - Approved By: YVILORIA :
01-23-2019:13:40:45
- 715 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7081153 - Approved By: NOREVIEW : 01-23-2019:13:27:53
- 716 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7081200 - Approved By: NOREVIEW : 01-23-2019:13:41:47
- 717 1/23/2019 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF JAMES A. GREEN - Transaction 7081260 - Approved By:
CSULEZIC : 01-23-2019:14:29:21
- 718 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7081390 - Approved By: NOREVIEW : 01-23-2019:14:30:24
- 719 1/23/2019 - 2610 - Notice ...
Additional Text: NOTICE OF VACATING DEPOSITION OF WILLIAM E. PETERSON - Transaction 7081591 - Approved By: CSULEZIC :
01-23-2019:16:11:15
- 720 1/23/2019 - 2610 - Notice ...
Additional Text: NOTICE OF VACATING DEPOSITION OF ARLO STOCKHAM - Transaction 7081601 - Approved By: CSULEZIC :
01-23-2019:16:12:16
- 721 1/23/2019 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 7081843 - Approved By: NOREVIEW : 01-23-2019:15:53:20
- 722 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7081860 - Approved By: NOREVIEW : 01-23-2019:15:57:09

- 723 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7081911 - Approved By: NOREVIEW : 01-23-2019:16:12:10
- 724 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7081915 - Approved By: NOREVIEW : 01-23-2019:16:13:14
- 725 1/23/2019 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 726 1/23/2019 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 727 1/23/2019 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 728 1/24/2019 - 2835 - Ord Denying Summ/Judgment
Additional Text: ORDER DENYING MOTIONS FOR SUMMARY JUDGEMENT - Transaction 7082628 - Approved By: NOREVIEW : 01-24-2019:09:54:15
- 729 1/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7082630 - Approved By: NOREVIEW : 01-24-2019:09:55:29
- 730 1/24/2019 - S200 - Request for Submission Complet
Additional Text: TODD B. JAKSICK'S INDIVIDUALLY, MOTION FOR SUMMARY JUDGMENT ON WENDY AND STANLEY'S CLAIMS - DENIED
- 731 1/24/2019 - S200 - Request for Submission Complet
Additional Text: TODD B. JAKSICK'S INDIVIDUALLY, MOTION FOR SUMMARY JUDGMENT ON WENDY AND STANLEY'S CLAIMS - DENIED
- 732 1/24/2019 - 1830 - Joinder...
Additional Text: STANLEY S. JAKSICK'S, AS CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST JOINDER IN STANLEY S. JAKSICK, INDIVIDUALLY'S PRETRIAL DISCLOSURES - Transaction 7083529 - Approved By: KTOMBOW : 01-24-2019:14:20:57
- 733 1/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7083828 - Approved By: NOREVIEW : 01-24-2019:14:22:12
- 734 1/24/2019 - 1830 - Joinder...
Additional Text: STANLEY S. JAKSICK, AS CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR FAMILY TRUST JOINDER IN STANLEY JAKSICK'S OBJECTIONS TO WENDY JAKSICK'S PRETRIAL DISCLOSURES - Transaction 7083835 - Approved By: sacordag : 01-24-2019:15:45:53
- 735 1/24/2019 - 1830 - Joinder...
Additional Text: STANLEY S. JAKSICK, AS CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR FAMILY TRUST JOINDER IN STANLEY JAKSICK'S OBJECTIONS TO TODD JAKSICK'S PRETRIAL DISCLOSURES - Transaction 7083835 - Approved By: sacordag : 01-24-2019:15:45:53
- 736 1/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7084393 - Approved By: NOREVIEW : 01-24-2019:15:48:48
- 737 1/24/2019 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 7084823 - Approved By: NOREVIEW : 01-24-2019:16:55:57
- 738 1/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7084827 - Approved By: NOREVIEW : 01-24-2019:16:56:57
- 739 1/24/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7084841 - Approved By: NOREVIEW : 01-24-2019:16:59:57

740 1/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7084845 - Approved By: NOREVIEW : 01-24-2019:17:00:57

741 1/25/2019 - 1830 - Joinder...
Additional Text: JOINDER TO NOTICE OF TAKING OF DEPOSITION OF JAMES GREEN - Transaction 7085642 - Approved By: CSULEZIC : 01-25-2019:11:49:58

742 1/25/2019 - 3835 - Report...
Additional Text: Todd B. Jaksick's Sixth (January 25, 2019) Discovery Status Report - Transaction 7085696 - Approved By: CSULEZIC : 01-25-2019:11:57:21

743 1/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7085754 - Approved By: NOREVIEW : 01-25-2019:11:51:09

744 1/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7085788 - Approved By: NOREVIEW : 01-25-2019:11:58:22

745 1/25/2019 - 3835 - Report...
Additional Text: RESPONDENT WENDY A. JAKSICK'S DISCOVERY DISPUTE CONFERENCE STATEMENT - Transaction 7085802 - Approved By: CSULEZIC : 01-25-2019:12:22:46

746 1/25/2019 - 3835 - Report...
Additional Text: Discovery Report - Transaction 7085845 - Approved By: KTOMBOW : 01-25-2019:12:20:04

747 1/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7085856 - Approved By: NOREVIEW : 01-25-2019:12:21:13

748 1/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7085859 - Approved By: NOREVIEW : 01-25-2019:12:23:42

749 1/25/2019 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF CONTINUED DEPOSITION OF JESSICA CLAYTON - Transaction 7086514 - Approved By: CSULEZIC : 01-25-2019:16:49:03

750 1/25/2019 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF KURT L. HARDUNG - Transaction 7086611 - Approved By: CSULEZIC : 01-25-2019:16:59:06

751 1/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7086713 - Approved By: NOREVIEW : 01-25-2019:16:52:28

752 1/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7086763 - Approved By: NOREVIEW : 01-25-2019:17:00:09

753 1/28/2019 - 2630 - Objection to ...
Additional Text: OBJECTION TO WENDY JAKSICK'S SUBPOENA DUCES TECUM AND AMENDED SUBPOENA DUCES TECUM TO JAMES A GREEN - Transaction 7087274 - Approved By: YVILORIA : 01-28-2019:10:09:24

754 1/28/2019 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF TODD B. JAKSICK - Transaction 7087392 - Approved By: YVILORIA : 01-28-2019:10:26:10

755 1/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7087403 - Approved By: NOREVIEW : 01-28-2019:10:13:52

756 1/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7087457 - Approved By: NOREVIEW : 01-28-2019:10:27:19

757 1/28/2019 - 1830 - Joinder...
Additional Text: JOINDER TO STANLEY JAKSICK'S OBJECTIONS TO WENDY JAKSICK'S PRETRIAL DISCLOSURES - Transaction 7087744 - Approved By: YVILORIA : 01-28-2019:11:33:26

- 758 1/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7087770 - Approved By: NOREVIEW : 01-28-2019:11:34:34
- 759 1/28/2019 - MIN - ***Minutes
Additional Text: 1/22/2019: TELEPHONIC CONFERENCE (NO PARTIES PRESENT IN COURT) - Transaction 7088552 - Approved By: NOREVIEW : 01-28-2019:14:34:31
- 760 1/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7088565 - Approved By: NOREVIEW : 01-28-2019:14:36:30
- 761 1/29/2019 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF NICHOLAS PALMER - Transaction 7089999 - Approved By: KTOMBOW : 01-29-2019:09:40:36
- 762 1/29/2019 - 1595 - Deposition ...
Additional Text: DEPOSITION SUBPOENA (For Personal Appearance at Deposition) - Transaction 7090013 - Approved By: KTOMBOW : 01-29-2019:09:42:42
- 763 1/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7090120 - Approved By: NOREVIEW : 01-29-2019:09:43:00
- 764 1/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7090147 - Approved By: NOREVIEW : 01-29-2019:09:45:36
- 765 1/29/2019 - 2630 - Objection to ...
Additional Text: TODD B. JAKSICK'S OBJECTION TO WENDY A. JAKSICK'S NOTICE OF DEPOSITION OF NICHOLAS PALMER - Transaction 7090774 - Approved By: YVILORIA : 01-29-2019:13:58:53
- 766 1/29/2019 - 3835 - Report...
Additional Text: TODD B. JAKSICK'S SUPPLEMENT TO HIS SIXTH (JANUARY 25, 2019) DISCOVERY STATUS REPORT - Transaction 7090777 - Approved By: YVILORIA : 01-29-2019:14:00:47
- 767 1/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7091111 - Approved By: NOREVIEW : 01-29-2019:14:00:36
- 768 1/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7091119 - Approved By: NOREVIEW : 01-29-2019:14:04:01
- 769 1/29/2019 - MIN - ***Minutes
Additional Text: 1/8/19: TELECONFERENCE RE: DISCOVERY ISSUES - Transaction 7091588 - Approved By: NOREVIEW : 01-29-2019:15:32:58
- 770 1/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7091593 - Approved By: NOREVIEW : 01-29-2019:15:33:59
- 771 1/29/2019 - 2245 - Mtn in Limine
Additional Text: WENDY JAKSICK'S MOTION IN LIMINE TO PRECLUDE REFERENCE TO VARIOUS PREJUDICIAL MATTERS - Transaction 7091601 - Approved By: CSULEZIC : 01-29-2019:16:42:06
- 772 1/29/2019 - 2490 - Motion ...
Additional Text: TODD B. JAKSICK'S MOTIONS IN LIMINE - Transaction 7091744 - Approved By: YVILORIA : 01-29-2019:16:53:33
- 773 1/29/2019 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF CONTINUED DEPOSITION OF JESSICA CLAYTON - Transaction 7091767 - Approved By: YVILORIA : 01-29-2019:16:54:00
- 774 1/29/2019 - 2245 - Mtn in Limine
Additional Text: WENDY JAKSICK'S MOTION TO EXCLUDE NON-RETAINED EXPERTS FROM TESTIFYING AS EXPERTS - Transaction 7091862 - Approved By: CSULEZIC : 01-30-2019:08:17:35
- 775 1/29/2019 - 2245 - Mtn in Limine
Additional Text: MOTION IN LIMINE TO LIMIT TO EXCLUDE THE TESTIMONY OF EXPERT WITNESS FRANK CAMPAGNA OR IN THE ALTERNATIVE TO STRIKE HIM AS AN EXPERT WITNESS - Transaction 7091900 - Approved By: CSULEZIC : 01-30-2019:08:25:25

- 776 1/29/2019 - 2245 - Mtn in Limine
Additional Text: OMNIBUS MOTIONS IN LIMINE - Transaction 7091933 - Approved By: YVILORIA : 01-30-2019:08:22:06
- 777 1/29/2019 - 2245 - Mtn in Limine
Additional Text: DFX: EXHIBITS PRESENTED INCORRECTLY - WENDY JAKSICK'S MOTION IN LIMINE TO PRECLUDE REFERENCES TO PRIOR BAD ACTS AND EXCLUDE ALL EVIDENCE REGARDING THE SAME - Transaction 7091947 - Approved By: YVILORIA : 01-30-2019:08:29:41
- 778 1/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7091957 - Approved By: NOREVIEW : 01-29-2019:16:43:05
- 779 1/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7092026 - Approved By: NOREVIEW : 01-29-2019:16:54:47
- 780 1/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7092028 - Approved By: NOREVIEW : 01-29-2019:16:55:05
- 781 1/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7092174 - Approved By: NOREVIEW : 01-30-2019:08:18:52
- 782 1/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7092194 - Approved By: NOREVIEW : 01-30-2019:08:23:13
- 783 1/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7092219 - Approved By: NOREVIEW : 01-30-2019:08:27:39
- 784 1/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7092237 - Approved By: NOREVIEW : 01-30-2019:08:30:46
- 785 1/30/2019 - 1595 - Deposition ...
Additional Text: DEPOSITION SUBPOENA - Transaction 7093011 - Approved By: YVILORIA : 01-30-2019:11:44:15
- 786 1/30/2019 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF DEPOSITION OF NICHOLAS PALMER - Transaction 7093023 - Approved By: YVILORIA : 01-30-2019:11:48:05
- 787 1/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7093116 - Approved By: NOREVIEW : 01-30-2019:11:45:42
- 788 1/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7093134 - Approved By: NOREVIEW : 01-30-2019:11:49:23
- 789 1/30/2019 - 2842 - Ord Denying Motion
Additional Text: MOTION TO STRIKE - Transaction 7093999 - Approved By: NOREVIEW : 01-30-2019:15:20:09
- 790 1/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7094008 - Approved By: NOREVIEW : 01-30-2019:15:21:30
- 791 1/30/2019 - S200 - Request for Submission Complet
Additional Text: MOTION TO STRIKE FILED 12-19-18 - DENIED
- 792 1/30/2019 - 3975 - Statement ...
Additional Text: Wendy A. Jaksick's Statement of Outstanding Discovery - Transaction 7094556 - Approved By: sacordag : 01-31-2019:08:27:58
- 793 1/30/2019 - 1830 - Joinder...
Additional Text: Todd B. Jaksick's, Individually, Joinder to Motion in Limine to Preclude the Testimony of Expert Witness Frank Campagna or, in the Alternative, to Strike Him as a Witness - Transaction 7094590 - Approved By: sacordag : 01-31-2019:08:34:51

- 794 1/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7094751 - Approved By: NOREVIEW : 01-31-2019:08:29:09
- 795 1/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7094773 - Approved By: NOREVIEW : 01-31-2019:08:35:45
- 796 1/31/2019 - MIN - ***Minutes
Additional Text: 1/29/2019: TELEPHONIC CONFERENCE (NO PARTIES PRESENT IN COURT) - Transaction 7095244 - Approved By: NOREVIEW : 01-31-2019:10:37:13
- 797 1/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7095246 - Approved By: NOREVIEW : 01-31-2019:10:38:29
- 798 1/31/2019 - 2610 - Notice ...
Additional Text: NOTICE OF ASSOCIATION OF COUNSEL: ADAM HOSMER-HENNER ESQ, DONALD A LATTIN ESQ AND CAROLYN K RENNER ESQ ASSOCIATE WITH PHILIP KREITLEIN ESQ - Transaction 7096834 - Approved By: YVILORIA : 01-31-2019:17:15:41
- 799 1/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7097033 - Approved By: NOREVIEW : 01-31-2019:17:17:26
- 800 1/31/2019 - MIN - ***Minutes
Additional Text: 12/18/18: TELECONFERENCE RE: DISCOVERY ISSUES - Transaction 7097069 - Approved By: NOREVIEW : 01-31-2019:18:55:32
- 801 1/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7097070 - Approved By: NOREVIEW : 01-31-2019:18:56:22
- 802 2/1/2019 - 2650 - Opposition to ...
Additional Text: STANLEY JAKSICK'S OPPOSITION TO EMERGENCY MOTION TO COMPEL PRODUCTION OF SUBTRUST ACCOUNTINGS FROM TODD B. JAKSICK AND STANLEY S. JAKSICK, AS CO-TRUSTEES OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND SUBTRUSTS AND REQUEST FOR REDUCTION OF COTRUSTEES' CO - Transaction 7097094 - Approved By: YVILORIA : 02-01-2019:08:34:32
- 803 2/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7097204 - Approved By: NOREVIEW : 02-01-2019:08:35:55
- 804 2/1/2019 - 4205 - Trial Statement...
Additional Text: Todd B. Jaksick's Modified Trial Statement - Transaction 7098557 - Approved By: CSULEZIC : 02-01-2019:14:43:40
- 805 2/1/2019 - 2610 - Notice ...
Additional Text: TODD B. JAKSICK'S NOTICE OF WITHDRAWAL OF PETITION FOR RECONVEYANCE OF TRUST ASSETS - Transaction 7098634 - Approved By: CSULEZIC : 02-01-2019:15:19:34
- 806 2/1/2019 - 2245 - Mtn in Limine
Additional Text: Todd B. Jaksick's Supplemental Motion in Limine Regarding Settlement - Transaction 7098673 - Approved By: CSULEZIC : 02-01-2019:15:26:03
- 807 2/1/2019 - MIN - ***Minutes
Additional Text: 12/11/2018: TELEPHONIC CONFERENCE (NO PARTIES PRESENT IN COURT) - Transaction 7098698 - Approved By: NOREVIEW : 02-01-2019:14:39:33
- 808 2/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7098704 - Approved By: NOREVIEW : 02-01-2019:14:40:46
- 809 2/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7098726 - Approved By: NOREVIEW : 02-01-2019:14:44:44
- 810 2/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7098862 - Approved By: NOREVIEW : 02-01-2019:15:20:45

- 811 2/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7098892 - Approved By: NOREVIEW : 02-01-2019:15:27:00
- 812 2/1/2019 - 2645 - Opposition to Mtn ...
Additional Text: DFX: CASE NUMBERS DO NOT MATCH OPPOSITION TO EMERGENCY MOTION TO COMPEL PRODUCTION OF SUBTRUST ACCOUNTINGS AND REQUEST FOR REDUCTION OF CO-TRUSTEES' COMPENSATION AND REIMBURSEMENT OF COSTS - Transaction 7099080 - Approved By: sacordag : 02-01-2019:16:59:19
- 813 2/1/2019 - 1830 - Joinder...
Additional Text: JOINDER TO STANLEY JAKSICK'S OPPOSITION TO EMERGENCY MOTION TO COMPEL PRODUCTION OF SUBTRUST ACCOUNTINGS AND SUBTRUSTS AND REQUEST FOR REDUCTION OF CO-TRUSTEES' COMPENSATION AND REIMBURSEMENT OF COSTS - Transaction 7099139 - Approved By: CSULEZIC : 02-04-2019:08:13:29
- 814 2/1/2019 - 2610 - Notice ...
Additional Text: NOTICE OF WITHDRAWAL OF EXPERT WITNESS - Transaction 7099161 - Approved By: CSULEZIC : 02-04-2019:08:17:45
- 815 2/1/2019 - 2610 - Notice ...
Additional Text: NOTICE OF WITHDRAWAL OF AMENDED OBJECTIONS AND COUNTER-PETITIONS RE: FAMILY TRUST AND ISSUE TRUST - Transaction 7099161 - Approved By: CSULEZIC : 02-04-2019:08:17:45
- 816 2/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7099332 - Approved By: NOREVIEW : 02-01-2019:17:00:57
- 817 2/1/2019 - 3880 - Response...
Additional Text: Todd B. Jaksick's Responses to Wendy Jaksick's Motion in Limine to Preclude Reference to Various Prejudicial Matters - Transaction 7099349 - Approved By: NMASON : 02-01-2019:17:24:48
- 818 2/1/2019 - 2645 - Opposition to Mtn ...
Additional Text: Todd B. Jaksick's Opposition to Wendy Jaksick's Motion in Limine to Preclude References to Prior Bad Acts and to Exclude All Evidence Regarding the Same - Transaction 7099354 - Approved By: NMASON : 02-01-2019:17:25:32
- 819 2/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7099358 - Approved By: NOREVIEW : 02-01-2019:17:27:09
- 820 2/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7099359 - Approved By: NOREVIEW : 02-01-2019:17:27:20
- 821 2/1/2019 - 2645 - Opposition to Mtn ...
Additional Text: TODD B. JAKSICK'S OPPOSITION TO WENDY JAKSICK'S MOTION IN LIMINE TO EXCLUDE NON-RETAINED EXPERTS FROM TESTIFYING AS EXPERTS - Transaction 7099361 - Approved By: CVERA : 02-04-2019:08:37:38
- 822 2/1/2019 - 3880 - Response...
Additional Text: TODD B. JAKSICK'S RESPONSE TO STANLEY JAKSICK'S OMNIBUS MOTIONS IN LIMINE - Transaction 7099362 - Approved By: CVERA : 02-04-2019:08:38:16
- 823 2/1/2019 - 2280 - Mtn to Continue
Additional Text: WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY DEADLINES AND TRIAL FOR CAUSE AND ALTERNATIVELY MOTION TO CONTINUE TRIAL PURSUANT TO NRS 16.010 - Transaction 7099375 - Approved By: CVERA : 02-04-2019:08:54:08
- 824 2/1/2019 - 2650 - Opposition to ...
Additional Text: RESPONDENT WENDY A. JAKSICK'S OPPOSITION TO MOTION IN LIMINE TO EXCLUDE THE TESTIMONY OF EXPERT WITNESS FRANK CAMPAGNA OR, IN THE ALTERNATIVE, TO STRIKE HIM AS AN EXPERT WITNESS - Transaction 7099376 - Approved By: CVERA : 02-04-2019:08:54:36
- 825 2/1/2019 - 2650 - Opposition to ...
Additional Text: Respondent Wendy A. Jaksick's Opposition to Todd B. Jaksick's Motion in Limine - Transaction 7099378 - Approved By: sacordag : 02-04-2019:08:43:38
- 826 2/1/2019 - 2650 - Opposition to ...
Additional Text: RESPONDENT WENDY A. JAKSICK'S OPPOSITION TO MOTION IN LIMINE TO EXCLUDE EXPERT WITNESS OR, IN THE ALTERNATIVE, TO STRIKE EXPERT WITNESS AND JOINDER THEREOF - Transaction 7099379 - Approved By: CVERA : 02-04-2019:08:55:35
- 827 2/1/2019 - 1665 - Ex-Parte Application...

Additional Text: EX PARTE APPLICATION FOR ORDER SHORTENING TIME ON WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY DEADLINES AND TRIAL FOR CAUSE AND ALTERNATIVELY MOTION TO CONTINUE TRIAL PURSUANT TO NRS 16.010 - Transaction 7099380 - Approved By: CVERA : 02-04-2019:08:58:11

828 2/2/2019 - 2650 - Opposition to ...

Additional Text: STANLEY JAKSICK'S PARTIAL OPPOSITION TO MOTIONS IN LIMINE FILED BY WENDY JAKSICK AND TODD JAKSICK - Transaction 7099381 - Approved By: sacordag : 02-04-2019:08:44:58

829 2/2/2019 - 4105 - Supplemental ...

Additional Text: SUPPLEMENT TO FIRST AMENDED COUNTER-PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S), AND FOR DECLARATORY JUDGMENT AND O - Transaction 7099408 - Approved By: YVILORIA : 02-04-2019:08:34:09

830 2/2/2019 - 4105 - Supplemental ...

Additional Text: RESPONDENT WENDY A. JAKSICK'S THIRD SUPPLEMENTAL DISCLOSURE OF WITNESSES AND DOCUMENTS PURSUANT TO NRCP 16.1 - Transaction 7099410 - Approved By: YVILORIA : 02-04-2019:08:34:29

831 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099534 - Approved By: NOREVIEW : 02-04-2019:08:14:25

832 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099545 - Approved By: NOREVIEW : 02-04-2019:08:18:46

833 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099579 - Approved By: NOREVIEW : 02-04-2019:08:35:05

834 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099581 - Approved By: NOREVIEW : 02-04-2019:08:35:25

835 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099583 - Approved By: NOREVIEW : 02-04-2019:08:38:35

836 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099584 - Approved By: NOREVIEW : 02-04-2019:08:39:15

837 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099591 - Approved By: NOREVIEW : 02-04-2019:08:44:36

838 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099596 - Approved By: NOREVIEW : 02-04-2019:08:48:04

839 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099631 - Approved By: NOREVIEW : 02-04-2019:08:55:27

840 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099633 - Approved By: NOREVIEW : 02-04-2019:08:55:52

841 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099636 - Approved By: NOREVIEW : 02-04-2019:08:59:08

842 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099647 - Approved By: NOREVIEW : 02-04-2019:09:00:05

843 2/4/2019 - 2650 - Opposition to ...

Additional Text: RESPONDENT WENDY A. JAKSICK'S OPPOSITION TO TODD B. JAKSICK'S "SUPPLEMENTAL" MOTION IN LIMINE REGARDING SETTLEMENT - Transaction 7099742 - Approved By: CSULEZIC : 02-04-2019:10:34:55

844 2/4/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7099973 - Approved By: NOREVIEW : 02-04-2019:10:36:21

- 845 2/4/2019 - 3696 - Pre-Trial Order
Additional Text: REGARDING JURY INSTRUCTIONS - Transaction 7100429 - Approved By: NOREVIEW : 02-04-2019:12:39:03
- 846 2/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7100436 - Approved By: NOREVIEW : 02-04-2019:12:40:03
- 847 2/4/2019 - 2645 - Opposition to Mtn ...
Additional Text: Todd B. Jaksick's Opposition to Wendy Jaksick's Emergency Motion to Extend Discovery Deadlines and Trial for Cause and Alternatively Motion to Continue Trial Pursuant to NRS 16.010 - Transaction 7100623 - Approved By: sacordag : 02-04-2019:15:36:35
- 848 2/4/2019 - 2690 - Ord Affirming Master Recommend
Additional Text: CONFIRMING ORDER - Transaction 7100867 - Approved By: NOREVIEW : 02-04-2019:14:16:53
- 849 2/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7100872 - Approved By: NOREVIEW : 02-04-2019:14:17:56
- 850 2/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7101298 - Approved By: NOREVIEW : 02-04-2019:15:38:12
- 851 2/4/2019 - MIN - ***Minutes
Additional Text: 2/4/19 SETTLEMENT CONFERENCE/ORAL ARGUMENTS - Transaction 7101705 - Approved By: NOREVIEW : 02-04-2019:16:55:49
- 852 2/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7101716 - Approved By: NOREVIEW : 02-04-2019:16:57:05
- 853 2/5/2019 - MIN - ***Minutes
Additional Text: 2/5/19 SETTLEMENT CONFERENCE/ORAL ARGUMENTS - Transaction 7102683 - Approved By: NOREVIEW : 02-05-2019:12:22:22
- 854 2/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7102688 - Approved By: NOREVIEW : 02-05-2019:12:23:23
- 855 2/5/2019 - 4055 - Subpoena
Additional Text: Transaction 7102832 - Approved By: CSULEZIC : 02-05-2019:14:10:32
- 856 2/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7103002 - Approved By: NOREVIEW : 02-05-2019:14:11:42
- 857 2/6/2019 - 2690 - Ord Affirming Master Recommend
Additional Text: CONFRIMING ORDER FOR JANUARY 24, 2019, RECOMMENDATION - Transaction 7105640 - Approved By: NOREVIEW : 02-06-2019:14:56:10
- 858 2/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7105647 - Approved By: NOREVIEW : 02-06-2019:14:59:47
- 859 2/6/2019 - 3795 - Reply...
Additional Text: WENDY A. JAKSICK'S OMNIBUS REPLY TO THE OPPOSITIONS TO THE EMERGENCY MOTION TO COMPEL PRODUCTION OF SUBTRUST ACCOUNTINGS FROM TODD B. JAKSICK AND STANLEY S. JAKSICK, AS CO-TRUSTEES OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND SUBTRUSTS, AND REQUEST FOR - Transaction 7106264 - Approved By: YVILORIA : 02-06-2019:16:53:00
- 860 2/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7106351 - Approved By: NOREVIEW : 02-06-2019:16:54:47
- 861 2/6/2019 - 3860 - Request for Submission

Additional Text: REQUEST FOR SUBMISSION OF WENDY A. JAKSICK'S EMERGENCY MOTION TO COMPEL PRODUCTION OF SUBTRUST ACCOUNTINGS FROM TODD B. JAKSICK AND STANLEY S. JAKSICK, AS COTRUSTEES OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND SUBTRUSTS, AND REQUEST FOR REDUCTION OF CO-TRUSTEES' COMPENSATION AND REIMBURSEMENT COSTS - Transaction 7106395 - Approved By: YVILORIA : 02-07-2019:08:22:31
DOCUMENT TITLE: Wendy A. Jaksick's Emergency Motion to Compel Production of Subtrust Accountings from Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees of the Samuel S. Jaksick, Jr. Family Trust and Subtrusts, and Request for Reduction of Co-Trustees' Compensation and Reimbursement of Costs
PARTY SUBMITTING: MARK CONNOT ESQ
DATE SUBMITTED: 2-7-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

862 2/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7106481 - Approved By: NOREVIEW : 02-07-2019:08:23:34

863 2/7/2019 - 3025 - Ord Granting/Denying in Part

Additional Text: MOTION TO COMPEL PRODUCTION OF SUBTRUST ACCOUNTINGS - Transaction 7106487 - Approved By: NOREVIEW : 02-07-2019:08:25:00

864 2/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7106492 - Approved By: NOREVIEW : 02-07-2019:08:26:04

865 2/7/2019 - 2610 - Notice ...

Additional Text: of Clarification Regarding Exhibits and Stated Objections - Transaction 7107186 - Approved By: KTOMBOW : 02-07-2019:11:59:33

866 2/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7107325 - Approved By: NOREVIEW : 02-07-2019:12:00:54

867 2/7/2019 - 3242 - Ord Setting Hearing

Additional Text: 8:30 A.M. FEB. 13, 2019 - Transaction 7108490 - Approved By: NOREVIEW : 02-07-2019:15:51:05

868 2/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7108502 - Approved By: NOREVIEW : 02-07-2019:15:52:29

869 2/8/2019 - 2610 - Notice ...

Additional Text: NOTICE REGARDING TRIAL PLAN - Transaction 7110795 - Approved By: YVILORIA : 02-08-2019:16:58:10

870 2/8/2019 - MIN - ***Minutes

Additional Text: 2/8/2019: DISCOVERY DISPUTE HEARING – ORAL ARGUMENTS - Transaction 7110889 - Approved By: NOREVIEW : 02-08-2019:16:34:36

871 2/8/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7110902 - Approved By: NOREVIEW : 02-08-2019:16:37:36

872 2/8/2019 - 1130 - Answer ...

Additional Text: INCLINE TSS, LTD.'S, DUCK LAKE RANCH, LLC'S AND SAMMY SUPERCUB, LLC, SERIES A'S ANSWER/RESPONSE TO WENDY'S SUPPLEMENT TO FIRST AMENDED COUNTER PETITION - Transaction 7110977 - Approved By: YVILORIA : 02-11-2019:08:54:19

873 2/8/2019 - \$1560 - \$Def 1st Appearance - CV

Additional Text: INCLINE TSS, LTD'S, DUCK LAKE RANCH, LLC'S AND SAMMY SUPERCUB, LLC, SERIES A - Transaction 7110977 - Approved By: YVILORIA : 02-11-2019:08:54:19

874 2/8/2019 - 1130 - Answer ...

Additional Text: COUNTER-RESPONDENTS' ANSWER/RESPONSE TO WENDY'S SUPPLEMENT TO FIRST AMENDED COUNTER PETITION - Transaction 7110990 - Approved By: YVILORIA : 02-11-2019:08:54:55

875 2/8/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7110999 - Approved By: NOREVIEW : 02-08-2019:16:59:51

876 2/11/2019 - PAYRC - **Payment Received

Additional Text: A Payment of \$213.00 was made on receipt DCDC630798.

- 877 2/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7111411 - Approved By: NOREVIEW : 02-11-2019:08:57:16
- 878 2/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7111413 - Approved By: NOREVIEW : 02-11-2019:08:57:28
- 879 2/11/2019 - 4105 - Supplemental ...
Additional Text: SUPPLEMENTAL DECLARATION OF MARK J. CONNOT IN SUPPORT OF WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY DEADLINES AND TRIAL FOR CAUSE AND ALTERNATIVELY MOTION TO CONTINUE TRIAL PURSUANT TO NRS 16.010 - Transaction 7113500 - Approved By: CSULEZIC : 02-12-2019:09:17:14
- 880 2/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7113786 - Approved By: NOREVIEW : 02-12-2019:09:18:12
- 881 2/12/2019 - 1130 - Answer ...
Additional Text: COUNTER-RESPONDENTS' ANSWER / RESPONSE TO SUPPLEMENTAL DECLARATION OF MARK J. CONNOT IN SUPPORT OF MOTION TO CONTINUE TRIAL - Transaction 7114745 - Approved By: YVILORIA : 02-12-2019:15:26:05
- 882 2/12/2019 - 3880 - Response...
Additional Text: PARTIAL RESPONSE TO SUPPLEMENTAL DECLARATION OF MARK J. CONNOT IN SUPPORT OF MOTION TO CONTINUE - Transaction 7115209 - Approved By: YVILORIA : 02-12-2019:15:54:26
- 883 2/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7115265 - Approved By: NOREVIEW : 02-12-2019:15:27:28
- 884 2/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7115395 - Approved By: NOREVIEW : 02-12-2019:15:56:34
- 885 2/12/2019 - 1830 - Joinder...
Additional Text: JOINDER TO COUNTER-RESPONDENT'S RESPONSE TO SUPPLEMENTAL DECLARATION OF MARK J. CONNOT IN SUPPORT OF MOTION TO CONTINUE - Transaction 7115428 - Approved By: YVILORIA : 02-12-2019:16:36:23
- 886 2/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7115654 - Approved By: NOREVIEW : 02-12-2019:16:37:55
- 887 2/12/2019 - 2650 - Opposition to ...
Additional Text: STANLEY JAKSICK'S PARTIAL OPPOSITION TO SUPPLEMENTAL DECLARATION - Transaction 7115834 - Approved By: CSULEZIC : 02-13-2019:09:05:09
- 888 2/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7116024 - Approved By: NOREVIEW : 02-13-2019:09:06:33
- 889 2/13/2019 - MIN - ***Minutes
Additional Text: 2/13/19 ORAL ARGUMENTS - Transaction 7117550 - Approved By: NOREVIEW : 02-13-2019:15:51:44
- 890 2/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7117567 - Approved By: NOREVIEW : 02-13-2019:15:54:24
- 891 2/21/2019 - 1595 - Deposition ...
Additional Text: TODD JAKSICK
10/31/18
DEPOSITION VOL. 6 OPENED AND PUBLISHED
- 892 2/21/2019 - S200 - Request for Submission Complet
Additional Text: granted in part denied in part order entered on 2/7
- 893 2/22/2019 - 1595 - Deposition ...
Additional Text: PIERRE HASCHEFF
11/17/18
VOL. 2
DEPOSITION OPENED AND PUBLISHED

- 894 2/26/2019 - 1595 - Deposition ...
Additional Text: WENDY JAKSICK
8/10/18
VOL. V
OPENED AND PUBLISHED
- 895 2/26/2019 - 1595 - Deposition ...
Additional Text: WENDY JAKSICK
8/9/18
VOL. IV
OPENED AND PUBLISHED
- 896 2/27/2019 - 1595 - Deposition ...
Additional Text: STAN JAKSICK
8/8/18
VOL. 3
DEPOSITION OPENED AND PUBLISHED
- 897 2/27/2019 - 1595 - Deposition ...
Additional Text: TODD JAKSICK
2/1/19
VOL. 7
DEPOSITION OPENED AND PUBLISHED
- 898 2/28/2019 - 1595 - Deposition ...
Additional Text: WENDY JAKSICK
6/4/18
VOL 1.
DEPOSITION OPENED AND PUBLISHED
- 899 2/28/2019 - 1595 - Deposition ...
Additional Text: WENDY JAKSICK
6/5/18
VOL. 2
DEPOSITION OPENED AND PUBLISHED
- 900 2/28/2019 - 1595 - Deposition ...
Additional Text: WENDY JAKSICK
6/6/18
VOL. 3
DEPOSITION OPENED AND PUBLISHED
- 901 2/28/2019 - 2490 - Motion ...
Additional Text: for a Directed Verdict: Damages - Transaction 7142252 - Approved By: ADICK : 02-28-2019:17:21:01
- 902 2/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7142258 - Approved By: NOREVIEW : 02-28-2019:17:21:51
- 903 3/1/2019 - 4190 - Transcript - Partial
Additional Text: Opening Statements Jury Trial - Feb. 15, 2019 - Transaction 7142337 - Approved By: NOREVIEW :
03-01-2019:07:23:09
- 904 3/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7142338 - Approved By: NOREVIEW : 03-01-2019:07:24:09
- 905 3/1/2019 - 1595 - Deposition ...
Additional Text: FRANK CAMPAGNA
1/15/19
DEPOSITION OPENED AND PUBLISHED
- 906 3/1/2019 - 1830 - Joinder...
Additional Text: Joinder to Todd B. Jaksick's Motion for a Directed Verdict: Damages - Transaction 7142644 - Approved By: CSULEZIC :
03-01-2019:09:58:45
- 907 3/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7142707 - Approved By: NOREVIEW : 03-01-2019:10:00:58

- 908 3/1/2019 - 1595 - Deposition ...
Additional Text: TODD JAKSICK
8/13/18
VOL. 1
DEPOSITION OPENED AND PUBLISHED
- 909 3/1/2019 - 1595 - Deposition ...
Additional Text: L. ROBERT LEGOY, JR.
1/21/19
DEPOSITION OPENED AND PUBLISHED
- 910 3/2/2019 - 4185 - Transcript
Additional Text: 2/28/19 Motions for Directed Verdict - Transaction 7144724 - Approved By: NOREVIEW : 03-02-2019:11:21:19
- 911 3/2/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7144725 - Approved By: NOREVIEW : 03-02-2019:11:22:19
- 912 3/4/2019 - 2630 - Objection to ...
Additional Text: RESPONDENT'S OBJECTION TO JURY INSTRUCTION S - Transaction 7145966 - Approved By: YVILORIA :
03-04-2019:15:13:36
- 913 3/4/2019 - 1960 - Memorandum ...
Additional Text: RESPONDENTS' OFFERED JURY INSTRUCTIONS - Transaction 7145984 - Approved By: YVILORIA :
03-04-2019:15:14:07
- 914 3/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7146547 - Approved By: NOREVIEW : 03-04-2019:15:14:57
- 915 3/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7146548 - Approved By: NOREVIEW : 03-04-2019:15:15:09
- 916 3/4/2019 - 1892 - Jury Question, No Response
Additional Text: JURY QUESTIONS DURING TRIAL; NO RESPONSE (6) - Transaction 7147257 - Approved By: NOREVIEW :
03-04-2019:18:48:23
- 917 3/4/2019 - 1696 - Hrg Exhibits Maintnd in File
Additional Text: EXHIBIT 555; ALL PROPOSED JURY INSTRUCTIONS + COURT'S MATRIX - Transaction 7147259 - Approved By:
NOREVIEW : 03-04-2019:18:51:34
- 918 3/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7147258 - Approved By: NOREVIEW : 03-04-2019:18:51:22
- 919 3/4/2019 - 3760 - Refused Instructions-Pltf
Additional Text: PETITIONER'S OFFERED AND REJECTED JURY INSTRUCTIONS (14) - Transaction 7147260 - Approved By:
NOREVIEW : 03-04-2019:18:51:43
- 920 3/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7147261 - Approved By: NOREVIEW : 03-04-2019:18:52:33
- 921 3/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7147262 - Approved By: NOREVIEW : 03-04-2019:18:52:43
- 922 3/4/2019 - 3755 - Refused Instructions-Deft
Additional Text: RESPONDENTS' OFFERED AND REJECTED JURY INSTRUCTIONS (14) - Transaction 7147263 - Approved By:
NOREVIEW : 03-04-2019:18:54:13
- 923 3/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7147265 - Approved By: NOREVIEW : 03-04-2019:18:55:13
- 924 3/4/2019 - 4185 - Transcript
Additional Text: 030119.PARTIAL.TRANSCRIPT.MOTION - Transaction 7147270 - Approved By: NOREVIEW : 03-04-2019:19:10:24

- 925 3/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7147271 - Approved By: NOREVIEW : 03-04-2019:19:11:24
- 926 3/4/2019 - 1890 - Jury Question, Court Response
Additional Text: JURY QUESTIONS DURING DELIBERATIONS; COURT RESPONSE (1) - Transaction 7147279 - Approved By: NOREVIEW : 03-04-2019:23:08:14
- 927 3/4/2019 - 4245 - Verdict(s)...
Additional Text: IN FAVOR OF THE PETITIONER IN THE AMOUNT \$15K - Transaction 7147281 - Approved By: NOREVIEW : 03-04-2019:23:09:24
- 928 3/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7147280 - Approved By: NOREVIEW : 03-04-2019:23:09:13
- 929 3/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7147282 - Approved By: NOREVIEW : 03-04-2019:23:10:24
- 930 3/5/2019 - 3242 - Ord Setting Hearing
Additional Text: SETTING BENCH TRIAL TO BEGIN MAY 13, 2019 - Transaction 7149308 - Approved By: NOREVIEW : 03-05-2019:15:15:30
- 931 3/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7149314 - Approved By: NOREVIEW : 03-05-2019:15:16:41
- 932 3/11/2019 - 2490 - Motion ...
Additional Text: Motion for Entry of Judgment on Jury Verdict - Transaction 7159145 - Approved By: CSULEZIC : 03-11-2019:14:32:37
- 933 3/11/2019 - 1950 - Memorandum of Costs
Additional Text: TODD B. JAKSICK, INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH, LLC'S MEMORANDUM OF COSTS AND DISBURSEMENTS INCURRED IN CASE NO. PR17-00445 - Transaction 7159160 - Approved By: CSULEZIC : 03-11-2019:14:41:55
- 934 3/11/2019 - 1953 - Memo of Costs & Disbursements
Additional Text: TODD B. JAKSICK, INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH, LLC'S MEMORANDUM OF COSTS AND DISBURSEMENTS INCURRED IN CASE NO. PR17-00446 - Transaction 7159167 - Approved By: CSULEZIC : 03-11-2019:14:42:28
- 935 3/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7159489 - Approved By: NOREVIEW : 03-11-2019:14:34:02
- 936 3/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7159539 - Approved By: NOREVIEW : 03-11-2019:14:42:55
- 937 3/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7159545 - Approved By: NOREVIEW : 03-11-2019:14:43:54
- 938 3/11/2019 - 1952 - Memorandum of Disbursements
Additional Text: Petitioners' Verified Memorandum of Costs and Disbursements - Transaction 7159783 - Approved By: CSULEZIC : 03-11-2019:16:32:14
- 939 3/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7160182 - Approved By: NOREVIEW : 03-11-2019:16:33:38
- 940 3/11/2019 - 1950 - Memorandum of Costs
Additional Text: Transaction 7160381 - Approved By: CSULEZIC : 03-12-2019:10:18:29
- 941 3/12/2019 - MIN - ***Minutes
Additional Text: 2/14-3/4/19 JURY TRIAL + EXHIBIT LIST - Transaction 7160651 - Approved By: NOREVIEW : 03-12-2019:09:03:10

- 942 3/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7160657 - Approved By: NOREVIEW : 03-12-2019:09:04:34
- 943 3/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7160989 - Approved By: NOREVIEW : 03-12-2019:10:21:30
- 944 3/13/2019 - 2010 - Mtn for Attorney's Fee
Additional Text: MOTION FOR ORDER AWARDING COSTS AND ATTORNEYS' FEES FOR TODD JAKSICK, INDIVIDUALLY, DUCK LAKE RANCH, LLC AND INCLINE TSS, LTD - Transaction 7165263 - Approved By: YVILORIA : 03-14-2019:09:03:18
- 945 3/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7165568 - Approved By: NOREVIEW : 03-14-2019:09:06:57
- 946 3/14/2019 - 2430 - Mtn to Retax Costs
Additional Text: PETITIONER WENDY A. JAKSICK'S OMNIBUS MOTION TO RETAX COSTS AND OPPOSITION TO MEMORANDUMS OF COSTS AND DISBURSEMENTS FILED ON MARCH 11, 2019 - Transaction 7167340 - Approved By: CSULEZIC : 03-14-2019:16:54:53
- 947 3/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7167632 - Approved By: NOREVIEW : 03-14-2019:16:56:02
- 948 3/21/2019 - 2645 - Opposition to Mtn ...
Additional Text: PETITIONER WENDY A. JAKSICK'S OPPOSITION TO MOTION FOR ENTRY OF FINAL JUDGMENT ON JURY VERDICT - Transaction 7179525 - Approved By: CVERA : 03-21-2019:15:58:42
- 949 3/21/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7179758 - Approved By: NOREVIEW : 03-21-2019:16:00:21
- 950 3/21/2019 - 1950 - Memorandum of Costs
Additional Text: TODD B. JACKSICK, INDIVIDUALLY, INCLINE TSS, LTD AND DUCK LAKE RANCH LLC'S SUPPLEMENT TO MEMORANDUM OF COSTS AND DISBURSEMENTS INCURRED IN CASE PR17-00445 - Transaction 7180136 - Approved By: SACORDAG : 03-22-2019:08:29:23
- 951 3/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7180201 - Approved By: NOREVIEW : 03-22-2019:08:31:41
- 952 3/22/2019 - 2630 - Objection to ...
Additional Text: STANLEY JAKSICK'S JOINDER TO OBJECTIONS TO JURY INSTRUCTIONS - Transaction 7181202 - Approved By: YVILORIA : 03-22-2019:14:04:58
- 953 3/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7181243 - Approved By: NOREVIEW : 03-22-2019:14:08:18
- 954 3/25/2019 - 2610 - Notice ...
Additional Text: TODD B. JAKSICK, INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH, LLC'S NOTICE OF WITHDRAWAL OF MEMORANDUMS OF COSTS AND DISBURSEMENTS AND SUPPLEMENT - Transaction 7184242 - Approved By: CSULEZIC : 03-26-2019:09:20:43
- 955 3/25/2019 - 3880 - Response...
Additional Text: TODD B. JAKSICK, INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH, LLC'S RESPONSE TO WENDY A. JAKSICK'S OMNIBUS MOTION TO RETAX COSTS AND OPPOSITION TO MEMORANDUMS OF COSTS AND DISBURSEMENTS FILED ON MARCH 11, 2019 - Transaction 7184243 - Approved By: CSULEZIC : 03-26-2019:09:24:17
- 956 3/25/2019 - 2650 - Opposition to ...
Additional Text: PETITIONER WENDY A. JAKSICK'S OPPOSITION TO MOTION FOR ATTORNEY'S FEES - Transaction 7184268 - Approved By: CSULEZIC : 03-26-2019:10:27:56
- 957 3/26/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7184601 - Approved By: NOREVIEW : 03-26-2019:09:22:59
- 958 3/26/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7184611 - Approved By: NOREVIEW : 03-26-2019:09:25:20

- 959 3/26/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7184803 - Approved By: NOREVIEW : 03-26-2019:10:29:19
- 960 3/26/2019 - 3795 - Reply...
Additional Text: TODD B JAKSICK, INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH, LLC'S REPLY IN SUPPORT OF MOTION FOR ENTRY OF JUDGMENT ON JURY VERDICT - Transaction 7185266 - Approved By: YVILORIA : 03-26-2019:13:13:10
- 961 3/26/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF MOTION FOR ENTRY OF JUDGMENT ON JURY VERDICT - Transaction 7185274 - Approved By: YVILORIA : 03-26-2019:13:13:47
DOCUMENT TITLE: TODD B JAKSICK INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH LLC'S MOTION FOR ENTRY OF JUDGMENT ON JURY VERDICT FILED 3-11-19
PARTY SUBMITTING: KENT ROBISON ESQ
DATE SUBMITTED: 3-26-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 962 3/26/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7185495 - Approved By: NOREVIEW : 03-26-2019:13:14:37
- 963 3/26/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7185498 - Approved By: NOREVIEW : 03-26-2019:13:15:00
- 964 3/26/2019 - 4302 - Withdrawal ...
Additional Text: PETITIONERS' WITHDRAWAL OF VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS - Transaction 7185546 - Approved By: CSULEZIC : 03-26-2019:14:32:21
- 965 3/26/2019 - 3880 - Response...
Additional Text: PETITIONERS' RESPONSE TO WENDY A. JAKSICK'S OMNIBUS MOTION TO RETAX COSTS AND OPPOSITION TO MEMORANDUM OF COSTS AND DISBURSEMENTS - Transaction 7185695 - Approved By: YVILORIA : 03-26-2019:15:04:10
- 966 3/26/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7185883 - Approved By: NOREVIEW : 03-26-2019:14:33:34
- 967 3/26/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7186092 - Approved By: NOREVIEW : 03-26-2019:15:05:42
- 968 3/27/2019 - JPAY - **Jury Fees for Payroll
Additional Text: Bond ID: JPAY-19-00002; Total Bond Amount: \$4,480.00.

Bond Code, JPAY, Receipted for: SITE DEFINED TRUST DEPOSIT, on 27-MAR-2019 in the amount of \$4,480.00 on case ID PR17-00445.
- 969 3/27/2019 - 1830 - Joinder...
Additional Text: STANLEY JAKSICK'S JOINDER TO PETITIONERS' WITHDRAWAL OF VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS AND JOINDER TO PETITIONERS' RESPONSE TO WENDY JAKSICK'S OMNIBUS MOTION TO RETAX COSTS AND OPPOSITION TO MEMORANDUMS OF COSTS AND DISBURSEMENTS - Transaction 7189199 - Approved By: CSULEZIC : 03-28-2019:08:19:05
- 970 3/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7189425 - Approved By: NOREVIEW : 03-28-2019:08:20:23
- 971 4/1/2019 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR ORDER A WARDING COSTS AND ATTORNEYS' FEES FOR TODD JAKSICK, INDIVIDUALLY, DUCK LAKE RANCH LLC AND INCLINE TSS, LTD - Transaction 7195926 - Approved By: CSULEZIC : 04-02-2019:09:05:44
- 972 4/1/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF MOTION FOR ORDER A WARDING COSTS AND ATTORNEYS' FEES - Transaction 7195941 - Approved By: CSULEZIC : 04-02-2019:09:07:59
PARTY SUBMITTING: KENT ROBISON ESQ
DATE SUBMITTED: 4/02/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:

973 4/2/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7196281 - Approved By: NOREVIEW : 04-02-2019:09:06:55

974 4/2/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7196286 - Approved By: NOREVIEW : 04-02-2019:09:08:56

975 4/17/2019 - 2490 - Motion ...
Additional Text: TODD JAKSICK'S MOTION FOR PRETRIAL/STATUS CONFERENCE - Transaction 7224276 - Approved By: YVILORIA : 04-17-2019:14:45:35

976 4/17/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7224396 - Approved By: NOREVIEW : 04-17-2019:14:46:57

977 4/18/2019 - 2245 - Mtn in Limine
Additional Text: TODD JAKSICK'S MOTION IN LIMINE, OR IN THE ALTERNATIVE, MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 7227368 - Approved By: CSULEZIC : 04-18-2019:16:37:38

978 4/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7227577 - Approved By: NOREVIEW : 04-18-2019:16:40:42

979 4/19/2019 - \$2160 - \$Mtn Partial Sum Judgment
Additional Text: JOINDER TO TODD JAKSICK'S MOTION IN LIMINE, OR IN THE ALTERNATIVE, MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 7228718 - Approved By: CSULEZIC : 04-19-2019:13:05:25

980 4/19/2019 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$200.00 was made on receipt DCDC636035.

981 4/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7228890 - Approved By: NOREVIEW : 04-19-2019:13:06:27

982 4/22/2019 - \$2160 - \$Mtn Partial Sum Judgment
Additional Text: CHECK BROUGHT IN ON 04/19 AFTER FILING

983 4/22/2019 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$200.00 was made on receipt DCDC636115.

984 4/24/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$480.00 on Check Number 10455

985 4/24/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$480.00 on Check Number 10456

986 4/24/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$480.00 on Check Number 10457

987 4/24/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$480.00 on Check Number 10458

988 4/24/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$480.00 on Check Number 10459

989 4/24/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$480.00 on Check Number 10460

990 4/24/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$480.00 on Check Number 10461

- 991 4/24/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$480.00 on Check Number 10462
- 992 4/24/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$480.00 on Check Number 10463
- 993 4/24/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$480.00 on Check Number 10464
- 994 4/29/2019 - 2645 - Opposition to Mtn ...
Additional Text: WENDY JAKSICK'S OPPOSITION TO TODD JAKSICK'S MOTION IN LIMINE, OR IN THE ALTERNATIVE, MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 7243227 - Approved By: YVILORIA : 04-29-2019:16:10:29
- 995 4/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7243367 - Approved By: NOREVIEW : 04-29-2019:16:12:22
- 996 4/30/2019 - 2650 - Opposition to ...
Additional Text: WENDY JAKSICK'S OPPOSITION TO JOINDER TO TODD JAKSICK'S MOTION IN LIMINE, OR IN THE ALTERNATIVE, MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 7246311 - Approved By: YVILORIA : 05-01-2019:08:51:38
- 997 5/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7246607 - Approved By: NOREVIEW : 05-01-2019:08:52:33
- 998 5/1/2019 - 2501 - Non-Opposition ...
Additional Text: NOTICE OF NON-OPPOSITION TO TODD JAKSICK'S MOTION FOR PRETRIAL/STATUS CONFERENCE - Transaction 7247573 - Approved By: YVILORIA : 05-01-2019:13:14:52
- 999 5/1/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF TODD JAKSICK'S MOTION FOR PRETRIAL/STATUS CONFERENCE - Transaction 7247580 - Approved By: YVILORIA : 05-01-2019:13:22:35
DOCUMENT TITLE: MOTION FOR PRETRIAL/STATUS CONFERENCE FILED 4-17-19
PARTY SUBMITTING: KENT ROBISON ESQ
DATE SUBMITTED: 5-1-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 1,000 5/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7247722 - Approved By: NOREVIEW : 05-01-2019:13:16:03
- 1,001 5/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7247743 - Approved By: NOREVIEW : 05-01-2019:13:23:44
- 1,002 5/6/2019 - 4185 - Transcript
Additional Text: ROUGH DRAFT - Transaction 7253632 - Approved By: NOREVIEW : 05-06-2019:09:01:33
- 1,003 5/6/2019 - 4185 - Transcript
Additional Text: Transaction 7253632 - Approved By: NOREVIEW : 05-06-2019:09:01:33
- 1,004 5/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7253633 - Approved By: NOREVIEW : 05-06-2019:09:02:31
- 1,005 5/6/2019 - 1885 - Jury Instructions
Additional Text: 1-47 - Transaction 7254964 - Approved By: NOREVIEW : 05-06-2019:14:37:30
- 1,006 5/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7254980 - Approved By: NOREVIEW : 05-06-2019:14:39:28

- 1,007 5/6/2019 - 4185 - Transcript
Additional Text: PARTIAL TRANSCRIPT - TODD JAKSICK - Transaction 7255029 - Approved By: NOREVIEW : 05-06-2019:14:49:39
- 1,008 5/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7255032 - Approved By: NOREVIEW : 05-06-2019:14:50:43
- 1,009 5/6/2019 - 4185 - Transcript
Additional Text: PARTIAL TRANSCRIPT.TODD.JAKSICK - Transaction 7255107 - Approved By: NOREVIEW : 05-06-2019:15:04:54
- 1,010 5/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7255110 - Approved By: NOREVIEW : 05-06-2019:15:06:14
- 1,011 5/6/2019 - 3790 - Reply to/in Opposition
Additional Text: TODD JAKSICK'S REPLY TO MOTION IN LIMINE, OR IN THE ALTERNATIVE, MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 7255338 - Approved By: YVILORIA : 05-06-2019:16:48:14
- 1,012 5/6/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF TODD JAKSICK'S MOTION IN LIMINE, OR IN THE ALTERNATIVE, MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 7255338 - Approved By: YVILORIA : 05-06-2019:16:48:14
DOCUMENT TITLE: TODD JAKSICK'S MOTION IN LIMINE OR IN THE ALTERNATIVE, MOTION FOR PARTIAL SUMMARY JUDGMENT FILED 4-18-19
PARTY SUBMITTING: KENT ROBISON ESQ
DATE SUBMITTED: 5-6-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 1,013 5/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7255803 - Approved By: NOREVIEW : 05-06-2019:16:52:25
- 1,014 5/8/2019 - 4205 - Trial Statement...
Additional Text: DFX: EXHIBITS ARE PRESENTED INCORRECTLY; TODD B. JAKSICK'S MODIFIED TRIAL STATEMENT FOR TRIAL ON EQUITABLE CLAIMS - Transaction 7259809 - Approved By: CVERA : 05-08-2019:14:55:00
- 1,015 5/8/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7260336 - Approved By: NOREVIEW : 05-08-2019:14:56:25
- 1,016 5/9/2019 - 4205 - Trial Statement...
Additional Text: EQUITABLE CLAIMS TRIAL STATEMENT - Transaction 7262249 - Approved By: YVILORIA : 05-09-2019:14:18:31
- 1,017 5/9/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7262446 - Approved By: NOREVIEW : 05-09-2019:14:19:50
- 1,018 5/9/2019 - 4100 - Supplemental Petition
Additional Text: SECOND SUPPLEMENT TO FIRST AMENDED COUNTER PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S) AND FOR DECLARATORY JUDGMENT AND OTHER RELIEF - Transaction 7262458 - Approved By: YVILORIA : 05-09-2019:15:12:11
- 1,019 5/9/2019 - 3975 - Statement ...
Additional Text: RESPONDENT AND COUNTER-PETITIONER WENDY JAKSICK'S DISCLOSURE OF EXHIBITS AND WITNESSES FOR EQUITABLE TRIAL - Transaction 7262493 - Approved By: YVILORIA : 05-09-2019:15:27:29
- 1,020 5/9/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7262720 - Approved By: NOREVIEW : 05-09-2019:15:13:53
- 1,021 5/9/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7262782 - Approved By: NOREVIEW : 05-09-2019:15:28:24
- 1,022 5/9/2019 - 1830 - Joinder...
Additional Text: STANLEY JAKSICK'S JOINDER TO PETITIONERS' EQUITABLE CLAIMS TRIAL STATEMENT - Transaction 7263178 - Approved By: YVILORIA : 05-10-2019:08:45:20

- 1,023 5/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7263531 - Approved By: NOREVIEW : 05-10-2019:08:46:25
- 1,024 5/12/2019 - 4185 - Transcript
Additional Text: 2/20/19 - Jury Trial Day 4 - Transaction 7265402 - Approved By: NOREVIEW : 05-12-2019:10:38:54
- 1,025 5/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7265403 - Approved By: NOREVIEW : 05-12-2019:10:39:54
- 1,026 5/13/2019 - 4185 - Transcript
Additional Text: Jury Trial - Feb. 25, 2019 - Transaction 7265444 - Approved By: NOREVIEW : 05-13-2019:07:46:12
- 1,027 5/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7265446 - Approved By: NOREVIEW : 05-13-2019:07:47:13
- 1,028 5/13/2019 - 4185 - Transcript
Additional Text: 2/27/19 - Jury Trial - Day 9 - Transaction 7265703 - Approved By: NOREVIEW : 05-13-2019:09:29:40
- 1,029 5/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7265707 - Approved By: NOREVIEW : 05-13-2019:09:31:04
- 1,030 5/14/2019 - 3975 - Statement ...
Additional Text: DFX: DOCUMENT SHOWS TWO CASE NUMBERS Wendy Jaksick's Brief in Support of Offer of Additional Documentary Evidence in Regard to Equitable Claims - Transaction 7269793 - Approved By: SACORDAG : 05-15-2019:08:26:24
- 1,031 5/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7270058 - Approved By: NOREVIEW : 05-15-2019:08:27:48
- 1,032 5/16/2019 - 3880 - Response...
Additional Text: TODD JAKSICK'S RESPONSE TO WENDY JAKSICK'S OFFER OF PROOF REGARDING NEW EVIDENCE ON EQUITABLE CLAIMS - Transaction 7273496 - Approved By: CSULEZIC : 05-16-2019:13:47:48
- 1,033 5/16/2019 - 2630 - Objection to ...
Additional Text: Evidentiary Objections to New Trial Exhibits - Transaction 7273498 - Approved By: CSULEZIC : 05-16-2019:13:48:13
- 1,034 5/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7273882 - Approved By: NOREVIEW : 05-16-2019:13:49:08
- 1,035 5/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7273884 - Approved By: NOREVIEW : 05-16-2019:13:49:28
- 1,036 5/16/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF WENDY JAKSICK'S OFFER OF ADDITIONAL DOCUMENTARY EVIDENCE IN REGARD TO EQUITABLE CLAIMS - Transaction 7274065 - Approved By: CSULEZIC : 05-16-2019:16:44:25
PARTY SUBMITTING: KENT ROBISON ESQ
DATE SUBMITTED: 5/16/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:
- 1,037 5/16/2019 - 3795 - Reply...
Additional Text: WENDY JAKSICK'S REPLY TO OBJECTIONS TO ADMISSION OF ADDITIONAL DOCUMENTARY EVIDENCE IN REGARD TO EQUITABLE CLAIMS - Transaction 7274624 - Approved By: CSULEZIC : 05-17-2019:08:25:37
- 1,038 5/16/2019 - 3880 - Response...
Additional Text: STANLEY JAKSICK'S RESPONSE TO WENDY JAKSICK'S BRIEF IN SUPPORT OF OFFER OF ADDITIONAL DOCUMENTARY EVIDENCE IN REGARD TO EQUITABLE CLAIMS - Transaction 7274741 - Approved By: CSULEZIC : 05-17-2019:08:30:48
- 1,039 5/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7274881 - Approved By: NOREVIEW : 05-16-2019:16:46:50

1,040 5/17/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7275194 - Approved By: NOREVIEW : 05-17-2019:08:26:44

1,041 5/17/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7275214 - Approved By: NOREVIEW : 05-17-2019:08:31:45

1,042 5/17/2019 - MIN - ***Minutes
Additional Text: 5/13/19 NON-JURY TIRAL + EXHIBIT LIST - Transaction 7276175 - Approved By: NOREVIEW : 05-17-2019:12:30:27

1,043 5/17/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7276179 - Approved By: NOREVIEW : 05-17-2019:12:31:27

1,044 5/17/2019 - 2475 - Mtn to Strike...
Additional Text: DFX: CASE NUMBERS DO NOT MATCH - Transaction 7276207 - Approved By: SACORDAG : 05-17-2019:14:01:12

1,045 5/17/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7276528 - Approved By: NOREVIEW : 05-17-2019:14:02:21

1,046 5/20/2019 - S200 - Request for Submission Complet
Additional Text: Resolved by holding the status conference on 5/13

1,047 5/20/2019 - S200 - Request for Submission Complet
Additional Text: TODD JAKSICK'S MOTION IN LIMINE OR IN THE ALTERNATIVE MOTION FOR PARTIAL SUMMARY - issues resolved during first day of trial

1,048 5/20/2019 - S200 - Request for Submission Complet
Additional Text: TODD B JAKSICK INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH LLC'S MOTION FOR ENTRY OF JUDGMENT ON JURY VERDICT FILED 3-11-19 - HELD IN ABEYANCE PENDING COMPLETION OF TRIAL ON EQUITABLE CLAIMS

1,049 5/20/2019 - 2682 - Ord Addressing Motions
Additional Text: ORDER ADDRESSING EVIDENCE AT EQUITABLE TRIAL - Transaction 7277724 - Approved By: NOREVIEW : 05-20-2019:09:46:25

1,050 5/20/2019 - S200 - Request for Submission Complet
Additional Text: REQUEST FOR SUBMISSION OF WENDY JAKSICK'S OFFER OF ADDITIONAL DOCUMENTARY EVIDENCE IN REGARD TO EQUITABLE CLAIMS

1,051 5/20/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7277729 - Approved By: NOREVIEW : 05-20-2019:09:47:43

1,052 5/20/2019 - 2475 - Mtn to Strike...
Additional Text: Transaction 7279390 - Approved By: CSULEZIC : 05-21-2019:08:56:35

1,053 5/21/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7279842 - Approved By: NOREVIEW : 05-21-2019:08:58:16

1,054 5/22/2019 - 1830 - Joinder...
Additional Text: TODD JAKSICK'S JOINDER TO TRUSTEES' MOTION TO STRIKE - Transaction 7283254 - Approved By: CSULEZIC : 05-22-2019:14:24:05

1,055 5/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7283489 - Approved By: NOREVIEW : 05-22-2019:14:25:18

1,056 5/24/2019 - S200 - Request for Submission Complet
Additional Text: REQUEST FOR SUBMISSION OF MOTION FOR ORDER A WARDING COSTS AND ATTORNEYS' FEES - HELD IN ABEYANCE PENDING RESOLUTION OF EQUITABLE CLAIMS

1,057 5/29/2019 - 2490 - Motion ...
Additional Text: MOTION TO REDACT - Transaction 7294055 - Approved By: YVILORIA : 05-30-2019:08:36:01

- 1,058 5/29/2019 - 2475 - Mtn to Strike...
Additional Text: MOTION TO DISMISS OR STRIKE WENDY JAKSICK'S SECOND SUPPLEMENT TO FIRST AMENDED COUNTER PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S), AND FOR DECLARATORY JUDGMENT AND OTHER RELIEF - Transaction 7294055 - Approved By: YVILORIA : 05-30-2019:08:36:01
- 1,059 5/29/2019 - 1830 - Joinder...
Additional Text: STANLEY JAKSICK'S JOINDER TO MOTION TO STRIKE - Transaction 7294055 - Approved By: YVILORIA : 05-30-2019:08:36:01
- 1,060 5/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7294462 - Approved By: NOREVIEW : 05-30-2019:08:37:24
- 1,061 5/30/2019 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTIONS TO STRIKE AND JOINDERS THEREOF - Transaction 7295985 - Approved By: YVILORIA : 05-30-2019:15:13:23
- 1,062 5/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7296134 - Approved By: NOREVIEW : 05-30-2019:15:14:56
- 1,063 6/4/2019 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO STRIKE - Transaction 7303353 - Approved By: YVILORIA : 06-04-2019:16:01:05
- 1,064 6/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7303527 - Approved By: NOREVIEW : 06-04-2019:16:02:25
- 1,065 6/4/2019 - 3795 - Reply...
Additional Text: REPLY MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO DISMISS OR STRIKE WENDY JAKSICK'S SECOND SUPPLEMENT TO FIRST AMENDED COUNTER PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S) AND FOR DECLARATORY JUDGMENT AND OTHER RELIEF - Transaction 7303814 - Approved By: YVILORIA : 06-05-2019:08:50:54
- 1,066 6/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7304012 - Approved By: NOREVIEW : 06-05-2019:08:55:33
- 1,067 6/5/2019 - 3860 - Request for Submission
Additional Text: - Transaction 7305879 - Approved By: CSULEZIC : 06-05-2019:16:55:33
DOCUMENT TITLE: MOTION TO DISMISS OR STRIKE WENDY JAKSICK'S SECOND SUPPLEMENT TO FIRST AMENDED COUNTER PETITION FILED 5/29/19
PARTY SUBMITTING: ADAM HOSMER-HENNER ESQ
DATE SUBMITTED: 6/05/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:
- 1,068 6/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7306443 - Approved By: NOREVIEW : 06-05-2019:16:58:34
- 1,069 6/5/2019 - 1830 - Joinder...
Additional Text: to Stanley Jaksick's Motion to Dismiss or Strike - Transaction 7306510 - Approved By: JAPARICI : 06-06-2019:08:47:46
- 1,070 6/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7306737 - Approved By: NOREVIEW : 06-06-2019:08:49:25
- 1,071 6/6/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF PETITIONER'S MOTION TO STRIKE - Transaction 7307993 - Approved By: YVILORIA : 06-06-2019:15:17:55
DOCUMENT TITLE: MOTION TO STRIKE FILED 5-20-19
PARTY SUBMITTING: DONALD LATTIN ESQ
DATE SUBMITTED: 6-6-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

- 1,072 6/6/2019 - 3645 - Petition ...
Additional Text: PETITION FOR AN ORDER CONFIRMING TRUST OWNERSHIP OF VEHICLE - Transaction 7308037 - Approved By: YVILORIA : 06-06-2019:15:28:08
- 1,073 6/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7308269 - Approved By: NOREVIEW : 06-06-2019:15:19:02
- 1,074 6/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7308315 - Approved By: NOREVIEW : 06-06-2019:15:29:11
- 1,075 6/10/2019 - 4185 - Transcript
Additional Text: Transcript - Day 10 - Transaction 7313634 - Approved By: NOREVIEW : 06-10-2019:18:45:30
- 1,076 6/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7313635 - Approved By: NOREVIEW : 06-10-2019:18:47:59
- 1,077 6/19/2019 - 2490 - Motion ...
Additional Text: DFX: NO EXHIBIT INDEX OR COVER PAGES - WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DEADLINE TO FILE BRIEF OF OPENIGN ARGUMENTS IN THE EQUITABLE CLAIMS TRIAL - Transaction 7328960 - Approved By: YVILORIA : 06-19-2019:11:33:27
- 1,078 6/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7329284 - Approved By: NOREVIEW : 06-19-2019:11:34:38
- 1,079 6/19/2019 - 1665 - Ex-Parte Application...
Additional Text: EX PARTE APPLICATION FOR ORDER SHORTENING TIME ON WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DEADLINE TO FILE BRIEF OF OPENING ARGUMENTS IN THE EQUITABLE CLAIMS TRIAL PURSUANT TO NRS 16.010 - Transaction 7329320 - Approved By: YVILORIA : 06-19-2019:13:11:24
- 1,080 6/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7329583 - Approved By: NOREVIEW : 06-19-2019:13:12:31
- 1,081 6/19/2019 - 3860 - Request for Submission
Additional Text: - Transaction 7329631 - Approved By: CSULEZIC : 06-19-2019:14:12:15
DOCUMENT TITLE: MOTION TO REDACT FILED 5/29/19
PARTY SUBMITTING: ADAM HOSMER-HENNER ESQ
DATE SUBMITTED: 6/19/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:
- 1,082 6/19/2019 - 3880 - Response...
Additional Text: TODD B. JAKSICK'S, AS AN INDIVIDUAL, RESPONSE TO WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND BRIEFING DEADLINE - Transaction 7329645 - Approved By: CSULEZIC : 06-19-2019:14:13:43
- 1,083 6/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7329900 - Approved By: NOREVIEW : 06-19-2019:14:13:34
- 1,084 6/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7329905 - Approved By: NOREVIEW : 06-19-2019:14:14:44
- 1,085 6/19/2019 - 3880 - Response...
Additional Text: PETITIONER'S RESPONSE TO WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DEADLINE TO FILE BRIEF OF OPENING ARGUMENTS IN THE EQUITABLE CLAIMS TRIAL - Transaction 7329940 - Approved By: CSULEZIC : 06-19-2019:15:03:57
- 1,086 6/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7330179 - Approved By: NOREVIEW : 06-19-2019:15:05:17
- 1,087 6/28/2019 - 3030 - Ord Granting Extension Time
Additional Text: BREIFING DEADLINES - Transaction 7346182 - Approved By: NOREVIEW : 06-28-2019:08:17:04

- 1,088 6/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7346184 - Approved By: NOREVIEW : 06-28-2019:08:18:15
- 1,089 7/1/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISISON OF PETITION FOR AN ORDER CONFIRMING TRUST OWNERSHIP OF VEHICLE
Transaction 7350199 - Approved By: NOREVIEW : 07-01-2019:15:04:23
PARTY SUBMITTING: DONALD LATTIN ESQ
DATE SUBMITTED: 7/01/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:
- 1,090 7/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7350203 - Approved By: NOREVIEW : 07-01-2019:15:05:35
- 1,091 7/1/2019 - 3675 - Post Trial Brief
Additional Text: Stanley Jaksick's Written Closing Arguments - Transaction 7350328 - Approved By: NOREVIEW : 07-01-2019:15:31:41
- 1,092 7/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7350332 - Approved By: NOREVIEW : 07-01-2019:15:32:40
- 1,093 7/1/2019 - 3675 - Post Trial Brief
Additional Text: Todd B. Jaksick's CLOSing Argument Brief - Transaction 7350688 - Approved By: NOREVIEW : 07-01-2019:16:37:47
- 1,094 7/1/2019 - 3675 - Post Trial Brief
Additional Text: WENDY JAKSICK'S BRIEF OF OPENING ARGUMENTS IN THE EQUITABLE CLAIMS TRIAL Transaction 7350687 -
Approved By: NOREVIEW : 07-01-2019:16:37:45
- 1,095 7/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7350692 - Approved By: NOREVIEW : 07-01-2019:16:38:48
- 1,096 7/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7350696 - Approved By: NOREVIEW : 07-01-2019:16:39:04
- 1,097 7/1/2019 - 4205 - Trial Statement...
Additional Text: Petitioner's Trial Brief on Equitable Claims - Transaction 7350728 - Approved By: NOREVIEW : 07-01-2019:16:44:20
- 1,098 7/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7350756 - Approved By: NOREVIEW : 07-01-2019:16:47:48
- 1,099 7/3/2019 - 3370 - Order ...
Additional Text: HOLDIN MOTIONS TO STRIKE IN ABEYANCE - Transaction 7355108 - Approved By: NOREVIEW :
07-03-2019:13:01:06
- 1,100 7/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7355111 - Approved By: NOREVIEW : 07-03-2019:13:02:16
- 1,101 7/3/2019 - S200 - Request for Submission Complet
Additional Text: MOTIONS TO STRIKE HELD IN ABEYANCE
- 1,102 7/3/2019 - S200 - Request for Submission Complet
Additional Text: MOTIONS TO STRIKE HELD IN ABEYANCE
- 1,103 7/23/2019 - 2270 - Mtn to Compel...
Additional Text: DFX: ALPHABETICAL EXHIBITS - WENDY JAKSICK'S EMERGENCY MOTION TO COMPEL DISTRIBUTIONS FROM
FAMILY TRUST - Transaction 7388319 - Approved By: YVILORIA : 07-23-2019:13:10:38
- 1,104 7/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7388440 - Approved By: NOREVIEW : 07-23-2019:13:11:56

- 1,105 7/23/2019 - 1665 - Ex-Parte Application...
Additional Text: EX PARTE APPLICATION FOR ORDER SHORTENING TIME ON WENDY JAKSICK'S EMERGENCY MOTION TO COMPEL DISTRIBUTIONS FROM FAMILY TRUST - Transaction 7388721 - Approved By: CSULEZIC : 07-23-2019:14:18:35
- 1,106 7/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7388828 - Approved By: NOREVIEW : 07-23-2019:14:19:47
- 1,107 7/23/2019 - 4190 - Transcript - Partial
Additional Text: Trial Testimony of Pierre Haschef 2-22-19 - Transaction 7389903 - Approved By: NOREVIEW : 07-23-2019:16:55:45
- 1,108 7/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7389914 - Approved By: NOREVIEW : 07-23-2019:16:58:32
- 1,109 7/24/2019 - 2840 - Ord Denying ...
Additional Text: APPLICATION FOR ORDER SHORTENING TIME - Transaction 7392851 - Approved By: NOREVIEW : 07-24-2019:17:33:34
- 1,110 7/24/2019 - 3105 - Ord Granting ...
Additional Text: MOTION TO REDACT - Transaction 7392853 - Approved By: NOREVIEW : 07-24-2019:17:33:53
- 1,111 7/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7392855 - Approved By: NOREVIEW : 07-24-2019:17:34:32
- 1,112 7/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7392856 - Approved By: NOREVIEW : 07-24-2019:17:34:52
- 1,113 7/29/2019 - S200 - Request for Submission Complet
Additional Text: MOTION TO REDACT FILED 5/29/19
- 1,114 7/29/2019 - 2610 - Notice ...
Additional Text: Notice of Compliance With Order Granting Motion to Redact - Transaction 7400381 - Approved By: CSULEZIC : 07-30-2019:08:20:15
- 1,115 7/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7400558 - Approved By: NOREVIEW : 07-30-2019:08:21:31
- 1,116 7/31/2019 - 3975 - Statement ...
Additional Text: TODD B. JAKSICK'S CLOSING ARGUMENT BRIEF - Transaction 7404281 - Approved By: YVILORIA : 07-31-2019:14:18:30
- 1,117 7/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7404426 - Approved By: NOREVIEW : 07-31-2019:14:19:38
- 1,118 7/31/2019 - 4205 - Trial Statement...
Additional Text: Petitioners' Reply to Wendy Jaksick's Trial Brief on Equitable Claims - Transaction 7404686 - Approved By: NOREVIEW : 07-31-2019:15:10:32
- 1,119 7/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7404697 - Approved By: NOREVIEW : 07-31-2019:15:12:21
- 1,120 7/31/2019 - 4205 - Trial Statement...
Additional Text: WENDY JAKSICK'S BRIEF OF CLOSING ARGUMENTS IN THE EQUITABLE CLAIMS TRIAL - Transaction 7405215 - Approved By: NOREVIEW : 07-31-2019:16:43:32
- 1,121 7/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7405239 - Approved By: NOREVIEW : 07-31-2019:16:46:16
- 1,122 7/31/2019 - 4205 - Trial Statement...
Additional Text: Stanley Jaksick's Written Closing Reply Brief - Transaction 7405398 - Approved By: NOREVIEW : 07-31-2019:19:11:17

- 1,123 7/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7405399 - Approved By: NOREVIEW : 07-31-2019:19:12:06
- 1,124 8/2/2019 - 4190 - Transcript - Partial
Additional Text: Partial Transcript of Todd Jaksick 2-22-19 - Transaction 7407966 - Approved By: NOREVIEW : 08-02-2019:08:30:35
- 1,125 8/2/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7407970 - Approved By: NOREVIEW : 08-02-2019:08:33:33
- 1,126 8/2/2019 - 2645 - Opposition to Mtn ...
Additional Text: RESPONSE TO WENDY JAKSICK'S EMERGENCY MOTION TO COMPEL DISTRIBUTIONS FROM FAMILY TRUST - Transaction 7409975 - Approved By: YVILORIA : 08-02-2019:15:54:38
- 1,127 8/2/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7410000 - Approved By: NOREVIEW : 08-02-2019:15:56:02
- 1,128 8/2/2019 - 2630 - Objection to ...
Additional Text: DFX: ALPHABETICAL EXHIBITS - WENDY JAKSICK'S OBJECTION TO PETITIONERS' ATTEMPT TO INTRODUCE AND RELY ON INFORMATION OUTSIDE THE TRIAL RECORD AND MOTION TO STRIKE AND DISREGARD SAME - Transaction 7410222 - Approved By: YVILORIA : 08-05-2019:08:03:47
- 1,129 8/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7410350 - Approved By: NOREVIEW : 08-05-2019:08:04:52
- 1,130 8/7/2019 - 3790 - Reply to/in Opposition
Additional Text: WENDY JAKSICK'S REPLY IN SUPPORT OF EMERGENCY MOTION TO COMPEL DISTRIBUTIONS FROM FAMILY TRUST - Transaction 7417561 - Approved By: CSULEZIC : 08-07-2019:16:08:58
- 1,131 8/7/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7417589 - Approved By: NOREVIEW : 08-07-2019:16:10:06
- 1,132 8/7/2019 - 3860 - Request for Submission
Additional Text: Transaction 7417611 - Approved By: NOREVIEW : 08-07-2019:16:16:16
- 1,133 8/7/2019 - NEF - Proof of Electronic Service
Additional Text: REQUEST FOR SUBMISSION OF WENDY JAKSICK'S EMERGENCY MOTION TO COMPEL DISTRIBUTIONS FROM THE FAMILY TRUST Transaction 7417617 - Approved By: NOREVIEW : 08-07-2019:16:17:21
PARTY SUBMITTING: MARK CANNOT ESQ
DATE SUBMITTED: 8/07/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:
- 1,134 8/16/2019 - 2475 - Mtn to Strike...
Additional Text: PETITIONER'S RESPONSE TO WENDY JAKSICK'S OBJECTION AND MOTION TO STRIKE - Transaction 7433975 - Approved By: YVILORIA : 08-16-2019:15:47:05
- 1,135 8/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7434057 - Approved By: NOREVIEW : 08-16-2019:15:49:08
- 1,136 9/9/2019 - 3060 - Ord Granting Mtn ...
Additional Text: CONFRIMING TRUST OWNERSHIP OF VEHICLE - Transaction 7473716 - Approved By: NOREVIEW : 09-09-2019:13:22:50
- 1,137 9/9/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7473727 - Approved By: NOREVIEW : 09-09-2019:13:24:46
- 1,138 9/9/2019 - S200 - Request for Submission Complet
Additional Text: ORDER CONFRIMING TRUST OWNERSHIP OF VEHICLE ENTERED
- 1,139 9/13/2019 - 3370 - Order ...
Additional Text: REGARDING SUBMISSIONS - Transaction 7482880 - Approved By: NOREVIEW : 09-13-2019:09:58:55

- 1,140 9/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7482905 - Approved By: NOREVIEW : 09-13-2019:10:01:14
- 1,141 9/13/2019 - S200 - Request for Submission Complet
Additional Text: REQUEST FOR SUBMISSION OF WENDY JAKSICK'S EMERGENCY MOTION TO COMPEL DISTRIBUTIONS FROM THE FAMILY TRUST
- 1,142 11/4/2019 - 3370 - Order ...
Additional Text: FOR TRANSCRIPT OF PROCEEDING - Transaction 7570688 - Approved By: NOREVIEW : 11-04-2019:13:25:30
- 1,143 11/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7570715 - Approved By: NOREVIEW : 11-04-2019:13:28:05
- 1,144 2/6/2020 - 3370 - Order ...
Additional Text: FOR SUPPLEMENTAL BRIEFING - Transaction 7727186 - Approved By: NOREVIEW : 02-06-2020:16:51:59
- 1,145 2/6/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7727201 - Approved By: NOREVIEW : 02-06-2020:16:54:17
- 1,146 2/18/2020 - 4105 - Supplemental ...
Additional Text: Brief in Response to the Court's February 6, 2020 Order for Supplemental Briefing - Transaction 7745394 - Approved By: NOREVIEW : 02-18-2020:15:24:13
- 1,147 2/18/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7745442 - Approved By: NOREVIEW : 02-18-2020:15:31:32
- 1,148 2/18/2020 - 4105 - Supplemental ...
Additional Text: Trustees' Supplemental Brief - Transaction 7745614 - Approved By: NOREVIEW : 02-18-2020:15:59:36
- 1,149 2/18/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7745642 - Approved By: NOREVIEW : 02-18-2020:16:03:36
- 1,150 2/18/2020 - 4105 - Supplemental ...
Additional Text: Transaction 7746074 - Approved By: NOREVIEW : 02-18-2020:19:58:30
- 1,151 2/18/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7746078 - Approved By: NOREVIEW : 02-18-2020:19:59:41
- 1,152 2/19/2020 - 2035 - Mtn Clarification of Ord
Additional Text: WENDY JAKSICK'S EMERGENCY MOTION FOR CLARIFICATION OF ORDER FOR SUPPLEMENTAL BRIEFING AND MOTION TO STRIKE EVIDENCE OUTSIDE TRIAL RECORD- Transaction 7748841 - Approved By: NOREVIEW : 02-19-2020:16:35:46
- 1,153 2/19/2020 - 1665 - Ex-Parte Application...
Additional Text: EX PARTE APPLICATION FOR ORDER SHORTENING TIME ON WENDY JAKSICK'S EMERGENCY MOTION FOR CLARIFICATION OF ORDER FOR SUPPLEMENTAL BRIEFING AND MOTION TO STRIKE EVIDENCE OUTSIDE TRIAL RECORD - Transaction 7748852 - Approved By: YVILORIA : 02-19-2020:16:50:39
- 1,154 2/19/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7748885 - Approved By: NOREVIEW : 02-19-2020:16:41:05
- 1,155 2/19/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7748987 - Approved By: NOREVIEW : 02-19-2020:16:55:09
- 1,156 2/20/2020 - 2840 - Ord Denying ...
Additional Text: EX PARTE MOTION AND APPLICATION - Transaction 7751375 - Approved By: NOREVIEW : 02-20-2020:15:28:20

1,157 2/20/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7751388 - Approved By: NOREVIEW : 02-20-2020:15:29:55

1,158 2/25/2020 - 4105 - Supplemental ...
Additional Text: Brief in the Equitable Claims Trial - Transaction 7759657 - Approved By: NOREVIEW : 02-25-2020:16:48:11

1,159 2/25/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7759665 - Approved By: NOREVIEW : 02-25-2020:16:51:48

1,160 3/12/2020 - 3370 - Order ...
Additional Text: AFTER EQUITABLE TRIAL - Transaction 7789265 - Approved By: NOREVIEW : 03-12-2020:11:04:03

1,161 3/12/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7789275 - Approved By: NOREVIEW : 03-12-2020:11:05:34

1,162 3/17/2020 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7796703 - Approved By: NOREVIEW : 03-17-2020:15:03:03

1,163 3/17/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7796708 - Approved By: NOREVIEW : 03-17-2020:15:04:20

1,164 3/17/2020 - 1950 - Memorandum of Costs
Additional Text: Transaction 7797309 - Approved By: NOREVIEW : 03-17-2020:17:33:31

1,165 3/17/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7797310 - Approved By: NOREVIEW : 03-17-2020:17:34:31

1,166 3/23/2020 - 1950 - Memorandum of Costs
Additional Text: VERIFIED MEMORANDUM OF COSTS - Transaction 7805227 - Approved By: NOREVIEW : 03-23-2020:15:36:21

1,167 3/23/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7805246 - Approved By: NOREVIEW : 03-23-2020:15:40:43

1,168 3/25/2020 - 2475 - Mtn to Strike...
Additional Text: T0dd Jaksick's Motion to Strike Wendy Jaksick's Verified Memorandum of Costs or, in the Alternative, Motion to Retax Costs - Transaction 7809420 - Approved By: SACORDAG : 03-25-2020:15:10:27

1,169 3/25/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7809494 - Approved By: NOREVIEW : 03-25-2020:15:11:53

1,170 3/26/2020 - 2475 - Mtn to Strike...
Additional Text: DFX: CASE NUMBERS DO NOT MATCH MOTION TO STRIKE VERIFIED MEMORANDUM OF COSTS - Transaction 7811876 - Approved By: SACORDAG : 03-26-2020:17:02:36

1,171 3/26/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7811922 - Approved By: NOREVIEW : 03-26-2020:17:03:55

1,172 3/26/2020 - 2430 - Mtn to Retax Costs
Additional Text: Transaction 7812008 - Approved By: NOREVIEW : 03-26-2020:23:59:14

1,173 3/26/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7812009 - Approved By: NOREVIEW : 03-27-2020:00:00:14

1,174 3/27/2020 - 3370 - Order ...
Additional Text: REGARDING PROPOSED JUDGEMENT - Transaction 7812781 - Approved By: NOREVIEW : 03-27-2020:12:04:14

1,175 3/27/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7812785 - Approved By: NOREVIEW : 03-27-2020:12:05:13

1,176 4/1/2020 - FIE - **Document Filed in Error
Additional Text: Transaction 7818500 - Approved By: NOREVIEW : 04-01-2020:15:12:18

1,177 4/1/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7818504 - Approved By: NOREVIEW : 04-01-2020:15:13:16

1,178 4/1/2020 - 1865 - Judgment on Verdict
Additional Text: AND ORDER AFTER EQUITABLE TRIAL - Transaction 7818567 - Approved By: NOREVIEW : 04-01-2020:15:34:59

1,179 4/1/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7818576 - Approved By: NOREVIEW : 04-01-2020:15:36:45

1,180 4/1/2020 - 2535 - Notice of Entry of Judgment
Additional Text: Transaction 7818866 - Approved By: NOREVIEW : 04-01-2020:16:37:34

1,181 4/1/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7818889 - Approved By: NOREVIEW : 04-01-2020:16:41:27

1,182 4/1/2020 - F152 - Disposed After Trial Start
Additional Text: JUDGEMENT BASED ON VERDICT AND ORDER AFTER EQUITABLE TIRAL ENTERED

1,183 4/2/2020 - 1950 - Memorandum of Costs
Additional Text: Petitioners' Verified Memorandum of Costs and Disbursements - Transaction 7819874 - Approved By: NOREVIEW : 04-02-2020:13:53:08

1,184 4/2/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7819877 - Approved By: NOREVIEW : 04-02-2020:13:55:37

1,185 4/2/2020 - 1950 - Memorandum of Costs
Additional Text: and Disbursements - Case No. PR17-00445 - Transaction 7820459 - Approved By: NOREVIEW : 04-02-2020:16:33:46

1,186 4/2/2020 - 1950 - Memorandum of Costs
Additional Text: and Disbursements - Case No. PR17-00446 - Transaction 7820463 - Approved By: NOREVIEW : 04-02-2020:16:34:43

1,187 4/2/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7820475 - Approved By: NOREVIEW : 04-02-2020:16:36:41

1,188 4/2/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7820480 - Approved By: NOREVIEW : 04-02-2020:16:37:26

1,189 4/6/2020 - 2475 - Mtn to Strike...
Additional Text: WENDY JAKSICK'S MOTION TO STRIKE MEMORANDUM OF COSTS OR, ALTERNATIVELY, TO RETAX COSTS - TRUSTEES - Transaction 7824311 - Approved By: BBLOUGH : 04-07-2020:08:15:06

1,190 4/6/2020 - 2430 - Mtn to Retax Costs
Additional Text: of Todd Jaksick, Individually, Incline TSS, Ltd, and Duck Lake Ranch, LLC's Memorandum of Costs and Disbursements Incurred in Case No. PR17-00445 and Case No. PR17-00446 - Transaction 7824312 - Approved By: NOREVIEW : 04-06-2020:17:49:23

1,191 4/6/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7824314 - Approved By: NOREVIEW : 04-06-2020:17:50:25

1,192 4/6/2020 - 2475 - Mtn to Strike...
Additional Text: WENDY JAKSICK'S MOTION TO STRIKE MEMORANDUM OF COSTS OR, ALTERNATIVELY, TO RETAX COSTS - TRUSTEES - Transaction 7824322 - Approved By: BBLOUGH : 04-07-2020:08:06:02

- 1,193 4/6/2020 - 1830 - Joinder...
Additional Text: JOINDER TO MEMORANDUM OF COSTS - Transaction 7824353 - Approved By: BBLOUGH : 04-07-2020:08:25:46
- 1,194 4/7/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7824396 - Approved By: NOREVIEW : 04-07-2020:08:07:12
- 1,195 4/7/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7824423 - Approved By: NOREVIEW : 04-07-2020:08:16:04
- 1,196 4/7/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7824443 - Approved By: NOREVIEW : 04-07-2020:08:26:44
- 1,197 4/7/2020 - 4302 - Withdrawal ...
Additional Text: of Duplicate Filing of Motion to Strike Memorandum of Costs or, Alternatively, to Retax Costs - Trustees - Transaction 7825744 - Approved By: NOREVIEW : 04-07-2020:15:33:15
- 1,198 4/7/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7825751 - Approved By: NOREVIEW : 04-07-2020:15:34:56
- 1,199 4/8/2020 - 3880 - Response...
Additional Text: WENDY JAKSICK'S RESPONSE TO TODD JAKSICK'S MOTION TO STRIKE WENDY JAKSICK'S VERIFIED MEMORANDUM OF COSTS OR, IN THE ALTERNATIVE, MOTION TO RETAX COSTS - Transaction 7827664 - Approved By: SACORDAG : 04-09-2020:08:04:44
- 1,200 4/9/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7827806 - Approved By: NOREVIEW : 04-09-2020:08:05:49
- 1,201 4/9/2020 - 2010 - Mtn for Attorney's Fee
Additional Text: Motion for Attorneys' Fees and Costs- Kevin Riley - Transaction 7828966 - Approved By: NOREVIEW : 04-09-2020:15:10:57
- 1,202 4/9/2020 - 2010 - Mtn for Attorney's Fee
Additional Text: MOTION FOR ATTORNEYS FEES AND COSTS - Transaction 7828973 - Approved By: NOREVIEW : 04-09-2020:15:13:43
- 1,203 4/9/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7828975 - Approved By: NOREVIEW : 04-09-2020:15:14:22
- 1,204 4/9/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7828978 - Approved By: NOREVIEW : 04-09-2020:15:15:03
- 1,205 4/9/2020 - 2490 - Motion ...
Additional Text: Motion for Leave and First Supplement to Verified Memorandum of Costs - Transaction 7829101 - Approved By: SACORDAG : 04-09-2020:15:57:56
- 1,206 4/9/2020 - 2645 - Opposition to Mtn ...
Additional Text: OMNIBUS OPPOSITION TO MOTIONS TO STRIKE WENDY JAKSICK'S VERIFIED MEMORANDUM OF COSTS FILED BY TRUSTEES - Transaction 7829109 - Approved By: CSULEZIC : 04-09-2020:15:56:13
- 1,207 4/9/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7829114 - Approved By: NOREVIEW : 04-09-2020:15:57:25
- 1,208 4/9/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7829134 - Approved By: NOREVIEW : 04-09-2020:16:02:03
- 1,209 4/10/2020 - 2645 - Opposition to Mtn ...
Additional Text: INCLINE TSS, LTD, DUCK LAKE RANCH, LLC AND TODD JAKSICK'S OPPOSITION TO WENDY JAKSICK'S MOTION TO RETAX COSTS - Transaction 7830407 - Approved By: YVILORIA : 04-10-2020:13:34:56
- 1,210 4/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7830459 - Approved By: NOREVIEW : 04-10-2020:13:36:01

- 1,211 4/10/2020 - 2010 - Mtn for Attorney's Fee
Additional Text: and Costs for Todd Jaksick, Individually, for Trial on Equitable Claims - Transaction 7830695 - Approved By: NOREVIEW : 04-10-2020:14:53:25
- 1,212 4/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7830696 - Approved By: NOREVIEW : 04-10-2020:14:54:24
- 1,213 4/13/2020 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO STRIKE VERIFIED MEMORANDUM OF COSTS - Transaction 7832319 - Approved By: CSULEZIC : 04-13-2020:14:00:24
- 1,214 4/13/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7832355 - Approved By: NOREVIEW : 04-13-2020:14:02:55
- 1,215 4/14/2020 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF MOTION TO STRIKE VERIFIED MEMORANDUM OF COSTS - Transaction 7833752 - Approved By: NOREVIEW : 04-14-2020:09:57:19
DOCUMENT TITLE: MOTION TO STRIKE VERIFIED MEMORANDUM OF COSTS FILED 3-26-2020
PARTY SUBMITTING: DONALD LATTIN ESQ
DATE SUBMITTED: 4-14-2020
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 1,216 4/14/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7833768 - Approved By: NOREVIEW : 04-14-2020:10:01:13
- 1,217 4/17/2020 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO WENDY JAKSICK'S MOTION FOR LEAVE AND FIRST SUPPLEMENT TO VERIFIED MEMORANDUM OF COSTS - Transaction 7839667 - Approved By: YVILORIA : 04-17-2020:10:35:15
- 1,218 4/17/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7839679 - Approved By: NOREVIEW : 04-17-2020:10:36:18
- 1,219 4/20/2020 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO WENDY JAKSICK'S MOTION TO STRIKE MEMORANDUM OF COSTS OR ALTERNATIVELY TO RETAX COSTS-TRUSTEES - Transaction 7841890 - Approved By: YVILORIA : 04-20-2020:13:11:20
- 1,220 4/20/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7841945 - Approved By: NOREVIEW : 04-20-2020:13:12:51
- 1,221 4/21/2020 - 2840 - Ord Denying ...
Additional Text: ORDER DENYING WENDY'S COSTS - Transaction 7844027 - Approved By: NOREVIEW : 04-21-2020:13:31:27
- 1,222 4/21/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7844029 - Approved By: NOREVIEW : 04-21-2020:13:32:39
- 1,223 4/21/2020 - S200 - Request for Submission Complet
Additional Text: MOTION TO STRIKE VERIFIED MEMORANDUM OF COSTS FILED 3-26-2020 - addressed in order denying Wendy's costs.
- 1,224 4/21/2020 - 2540 - Notice of Entry of Ord
Additional Text: NOTICE OF ENTRY OF ORDER DENYING WENDY JAKSICK'S COSTS - Transaction 7844363 - Approved By: NOREVIEW : 04-21-2020:14:49:47
- 1,225 4/21/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7844368 - Approved By: NOREVIEW : 04-21-2020:14:50:53
- 1,226 4/21/2020 - 3860 - Request for Submission

Additional Text: Transaction 7844972 - Approved By: NOREVIEW : 04-21-2020:20:28:36
DOCUMENT TITLE: WENDY JAKSICK'S COMBINED MOTION TO RETAX COSTS OF TODD JAKSICK, INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH, LLC'S MEMORANDUM OF COSTS AND DISBURSEMENTS INCURRED IN CASE NO. PR 17-00445 AND CASE NO. PR17-00446 (NO ORDER PROVIDED)
PARTY SUBMITTING: KENT ROBISON, ESQ
DATE SUBMITTED: 4-21-2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:

1,227 4/21/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7844973 - Approved By: NOREVIEW : 04-21-2020:20:29:36

1,228 4/22/2020 - 1960 - Memorandum ...

Additional Text: of Attorney's Fees by Stanley Jaksick as Co-Trustee of the Family Trust - Transaction 7846627 - Approved By: NOREVIEW : 04-22-2020:17:22:21

1,229 4/22/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7846629 - Approved By: NOREVIEW : 04-22-2020:17:23:21

1,230 4/22/2020 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO WENDY JAKSICK'S MOTION FOR LEAVE AND FIRST SUPPLEMENT TO VERIFIED MEMORANDUM OF COSTS - Transaction 7846630 - Approved By: BBLOUGH : 04-23-2020:08:05:50

1,231 4/22/2020 - 3860 - Request for Submission

Additional Text: Transaction 7846631 - Approved By: NOREVIEW : 04-22-2020:17:26:11
DOCUMENT TITLE: VERIFIED MEMORANDUM OF COSTS (NO ORDER PROVIDED)
PARTY SUBMITTING: ADAM HOSMER HENNER, ESQ
DATE SUBMITTED: APRIL 22, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:

1,232 4/22/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7846632 - Approved By: NOREVIEW : 04-22-2020:17:27:32

1,233 4/23/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7846779 - Approved By: NOREVIEW : 04-23-2020:08:07:03

1,234 4/23/2020 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO WENDY JAKSICK'S MOTION FOR LEAVE AND FIRST SUPPLEMENT TO VERIFIED MEMORANDUM OF COSTS - Transaction 7848074 - Approved By: CSULEZIC : 04-23-2020:14:42:54

1,235 4/23/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7848153 - Approved By: NOREVIEW : 04-23-2020:14:46:29

1,236 4/23/2020 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO MOTION FOR ATTORNEYS' FEES AND COSTS OF MICHAEL KIMMEL, INDIVIDUALLY AND AS CO-TRUSTEE - Transaction 7848666 - Approved By: BBLOUGH : 04-24-2020:07:57:02

1,237 4/23/2020 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO MOTION FOR ATTORNEYS' FEES AND COSTS OF KEVIN RILEY, INDIVIDUALLY, AS CO-TRUSTEE OF THE FAMILY TRUST AND AS TRUSTEE OF THE BHC FAMILY TRUST - Transaction 7848696 - Approved By: BBLOUGH : 04-24-2020:07:57:45

1,238 4/24/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7848802 - Approved By: NOREVIEW : 04-24-2020:07:58:24

1,239 4/24/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7848804 - Approved By: NOREVIEW : 04-24-2020:07:58:42

1,240 4/24/2020 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO MOTION FOR ORDER AWARDDING COSTS AND ATTORNEYS' FEES FOR TODD JAKSICK, INDIVIDUALLY ON EQUITABLE CLAIMS - Transaction 7850279 - Approved By: BBLOUGH : 04-27-2020:07:55:23

1,241 4/27/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7850404 - Approved By: NOREVIEW : 04-27-2020:07:56:36

- 1,242 4/27/2020 - 2650 - Opposition to ...
Additional Text: OPPOSITION AND MOTION TO STRIKE MEMORANDUM OF ATTORNEY'S FEES BY STANLEY JAKSICK AS CO-TRUSTEE OF THE FAMILY TRUST - Transaction 7851698 - Approved By: SACORDAG : 04-27-2020:15:23:58
- 1,243 4/27/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7851756 - Approved By: NOREVIEW : 04-27-2020:15:25:20
- 1,244 4/28/2020 - 2250 - Mtn Alter or Amend Judgment
Additional Text: Transaction 7853810 - Approved By: CSULEZIC : 04-28-2020:16:36:39
- 1,245 4/28/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7853881 - Approved By: NOREVIEW : 04-28-2020:16:38:53
- 1,246 4/29/2020 - 2250 - Mtn Alter or Amend Judgment
Additional Text: TODD B. JAKSICK'S MOTION TO AMEND JUDGMENT - Transaction 7855269 - Approved By: YVILORIA : 04-29-2020:14:54:26
EXHIBIT 1 CONFIDENTIAL DUE TO SENSITIVE INFORMATION -BVIRREY
- 1,247 4/29/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7855320 - Approved By: NOREVIEW : 04-29-2020:15:00:10
- 1,248 4/29/2020 - 2250 - Mtn Alter or Amend Judgment
Additional Text: MOTION TO ALTER OR AMEND JUDGMENT OR, ALTERNATIVELY, MOTION FOR NEW TRIAL - Transaction 7855894 - Approved By: SACORDAG : 04-30-2020:08:25:05
- 1,249 4/30/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7856108 - Approved By: NOREVIEW : 04-30-2020:08:26:22
- 1,250 4/30/2020 - 3105 - Ord Granting ...
Additional Text: REGARDING COSTS - COUNSEL TO SUBMIT PROPOSED ORDERS - Transaction 7856815 - Approved By: NOREVIEW : 04-30-2020:11:37:19
- 1,251 4/30/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7856819 - Approved By: NOREVIEW : 04-30-2020:11:38:50
- 1,252 4/30/2020 - S200 - Request for Submission Complet
Additional Text: WENDY JAKSICK'S COMBINED MOTION TO RETAX COSTS OF TODD JAKSICK, INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH, LLC'S MEMORANDUM OF COSTS AND DISBURSEMENTS INCURRED IN CASE NO. PR 17-00445 AND CASE NO. PR17-00446 (NO ORDER PROVIDED)
- 1,253 4/30/2020 - S200 - Request for Submission Complet
Additional Text: VERIFIED MEMORANDUM OF COSTS (NO ORDER PROVIDED)
- 1,254 5/1/2020 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES AND COSTS - Transaction 7859222 - Approved By: CSULEZIC : 05-01-2020:14:43:52
- 1,255 5/1/2020 - 3860 - Request for Submission
Additional Text: - Transaction 7859222 - Approved By: CSULEZIC : 05-01-2020:14:43:52
DOCUMENT TITLE: REQUEST FOR SUBMISSION OF MOTION FOR ATTORNEYS' FEES AND COSTS
PARTY SUBMITTING: CAROLYN RENNER ESQ
DATE SUBMITTED: 5/01/2020
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:
- 1,256 5/1/2020 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES AND COSTS - Transaction 7859222 - Approved By: CSULEZIC : 05-01-2020:14:43:52
- 1,257 5/1/2020 - 3860 - Request for Submission

Additional Text: -Transaction 7859222 - Approved By: CSULEZIC : 05-01-2020:14:43:52
DOCUMENT TITLE: REQUEST FOR SUBMISSION OF MOTION FOR ATTORNEYS' FEES AND COSTS - KEVIN RILEY
PARTY SUBMITTING: CAROLYN RENNER ESQ
DATE SUBMITTED: 5/01/2020
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:

1,258 5/1/2020 - 1120 - Amended ...

Additional Text: Opposition and Motion to Strike Memorandum of Attorney's Fees by Stanley Jaksick as Co-Trustee of the Family Trust - Transaction 7859278 - Approved By: NOREVIEW : 05-01-2020:14:45:29

1,259 5/1/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7859273 - Approved By: NOREVIEW : 05-01-2020:14:45:28

1,260 5/1/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7859290 - Approved By: NOREVIEW : 05-01-2020:14:47:35

1,261 5/1/2020 - 3790 - Reply to/in Opposition

Additional Text: REPLY TO OPPOSITION TO MOTION FOR ORDER AWARDING COSTS AND ATTORNEYS' FEES FOR TODD JAKSICK, INDIVIDUALLY, FOR TRIAL ON EQUITABLE CLAIMS - Transaction 7859473 - Approved By: CSULEZIC : 05-01-2020:15:44:26

1,262 5/1/2020 - 3860 - Request for Submission

Additional Text: Transaction 7859474 - Approved By: NOREVIEW : 05-01-2020:15:40:34
DOCUMENT TITLE: MOTION FOR ORDER AWARDING COSTS AND ATTORNEYS' FEES FOR TODD JAKSICK, INDIVIDUALLY, FOR TRIAL ON EQUITABLE CLAIMS (NO ORDER PROVIDED)
PARTY SUBMITTING: KENT ROBINSON, ESQ
DATE SUBMITTED: MAY 1, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:

1,263 5/1/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7859475 - Approved By: NOREVIEW : 05-01-2020:15:41:40

1,264 5/1/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7859487 - Approved By: NOREVIEW : 05-01-2020:15:45:41

1,265 5/6/2020 - 2630 - Objection to ...

Additional Text: Todd B. Jaksick's Objection and Opposition to Stanley Jaksick's Verified Memorandum of Attorney's Fees as Co-Trustee of the Family Trust - Transaction 7865660 - Approved By: SACORDAG : 05-07-2020:08:43:49

1,266 5/7/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7865880 - Approved By: NOREVIEW : 05-07-2020:08:45:21

1,267 5/7/2020 - 3860 - Request for Submission

Additional Text: "NOTICE ATTACHED - NOTICE OF STRICKEN DOCUMENT FILED MAY 7, 2020 STRIKING THE SUBMISSION OF PROPOSED ORDER AWARDING COSTS FOR THE FOLLOWING REASON: DOCUMENT IS AN UNSIGNED ORDER THAT IS NOT IDENTIFIED AS A PROPOSED ORDER – WDCR 10(c)(1) - (Order should have been attached as a continuation)
Transaction 7867319 - Approved By: NOREVIEW : 05-07-2020:16:20:32

1,268 5/7/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7867322 - Approved By: NOREVIEW : 05-07-2020:16:21:32

1,269 5/7/2020 - 2610 - Notice ...

Additional Text: NOTICE OF STRICKEN DOCUMENT: SUBMISSION OF PROPOSED ORDER AWARDING COSTS (UNSIGNED ORDER) FILED BY KENT ROBISON ESQ 5-7-2020 - Transaction 7867403 - Approved By: YVILORIA : 05-07-2020:16:49:07

1,270 5/7/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7867410 - Approved By: NOREVIEW : 05-07-2020:16:50:04

1,271 5/7/2020 - 3860 - Request for Submission

Additional Text: Transaction 7867464 - Approved By: NOREVIEW : 05-07-2020:17:13:54
DOCUMENT TITLE: PROPOSED ORDER AWARDING COSTS (ORDER PROVIDED)
PARTY SUBMITTING: KENT RICHARD ROBISON, ESQ
DATE SUBMITTED: MAY 7, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:

1,272 5/7/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7867466 - Approved By: NOREVIEW : 05-07-2020:17:14:54

1,273 5/8/2020 - 2175 - Mtn for Reconsideration

Additional Text: MOTION TO RECONSIDER TODD JAKSICK, INDIVIDUALLY, INCLINE TSS, LTD., AND DUCK LAKE RANCH, LLC'S MEMORANDUM OF COSTS AND DISBURSEMENTS INCURRED IN CASE NO. PR17-00445 AND CASE NO. PR17-00446 AND ORDER REGARDING COSTS, DATED APRIL 30, 2020, GRANTING SAME - Transaction 7868286 - Approved By: SACORDAG : 05-08-2020:11:54:10

1,274 5/8/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7868352 - Approved By: NOREVIEW : 05-08-2020:11:55:32

1,275 5/8/2020 - 2645 - Opposition to Mtn ...

Additional Text: TODD JAKSICK'S OPPOSITION TO WENDY JAKSICK'S MOTION TO ALTER OR AMEND JUDGMENT, OR, ALTERNATIVELY, MOTION FOR A NEW TRIAL - Transaction 7869338 - Approved By: BBLOUGH : 05-11-2020:08:15:58

1,276 5/11/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7869639 - Approved By: NOREVIEW : 05-11-2020:08:17:35

1,277 5/11/2020 - 3860 - Request for Submission

Additional Text: Transaction 7869870 - Approved By: NOREVIEW : 05-11-2020:09:21:56
DOCUMENT TITLE: MOTION FOR LEAVE AND FIRST SUPPLEMENT TO VERIFIED MEMORANDUM OF COSTS (NO ORDER PROVIDED)
PARTY SUBMITTING: MARK CANNOT, ESQ
DATE SUBMITTED: MAY 11, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:

1,278 5/11/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7869876 - Approved By: NOREVIEW : 05-11-2020:09:23:15

1,279 5/11/2020 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO MOTION FOR RECONSIDERATION - Transaction 7871476 - Approved By: BBLOUGH : 05-11-2020:16:16:07

1,280 5/11/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7871495 - Approved By: NOREVIEW : 05-11-2020:16:17:03

1,281 5/12/2020 - 1830 - Joinder...

Additional Text: LIMITED JOINDER TO "TODD B. JAKSICK'S OPPOSITION TO WENDY JAKSICK'S MOTION TO ALTER OR AMEND JUDGMENT, OR, ALTERNATIVELY, MOTION FOR A NEW TRIAL" AND ADDITIONAL ARGUMENT - Transaction 7872843 - Approved By: YVILORIA : 05-12-2020:13:14:39

1,282 5/12/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7872883 - Approved By: NOREVIEW : 05-12-2020:13:15:35

1,283 5/12/2020 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO MOTION TO ALTER OR AMEND THE JUDGMENT AWARD OF ATTORNEY'S FEES TO WENDY JAKSICK - Transaction 7873612 - Approved By: BBLOUGH : 05-12-2020:16:19:52

1,284 5/12/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7873621 - Approved By: NOREVIEW : 05-12-2020:16:22:49

1,285 5/12/2020 - 4105 - Supplemental ...

Additional Text: Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys - Transaction 7873822 - Approved By: NOREVIEW : 05-12-2020:16:50:09

- 1,286 5/12/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7873833 - Approved By: NOREVIEW : 05-12-2020:16:51:27
- 1,287 5/13/2020 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO TODD B. JAKSICK'S MOTION TO AMEND THE JUDGMENT - Transaction 7876077 - Approved By: SACORDAG : 05-14-2020:07:54:07
- 1,288 5/13/2020 - 2650 - Opposition to ...
Additional Text: OPPOSITION TO WENDY JAKSICK'S MOTION TO ALTER OR AMEND JUDGMENT OR, ALTERNATIVELY MOTION FOR NEW TRIAL - Transaction 7876176 - Approved By: BBLOUGH : 05-14-2020:08:01:01
- 1,289 5/13/2020 - 3795 - Reply...
Additional Text: REPLY TO TODD B. JAKSICK'S OBJECTION AND OPPOSITION TO STANLEY JAKSICK'S VERIFIED MEMORANDUM OF ATTORNEY'S FEES AS CO-TRUSTEE OF THE FAMILY TRUST - Transaction 7876181 - Approved By: BBLOUGH : 05-14-2020:08:09:38
- 1,290 5/13/2020 - 3795 - Reply...
Additional Text: REPLY TO WENDY JAKSICK'S AMENDED OPPOSITION AND MOTION TO STRIKE MEMORANDUM OF ATTORNEY'S FEES BY STANLEY JAKSICK AS CO-TRUSTEE OF THE FAMILY TRUST - Transaction 7876182 - Approved By: BBLOUGH : 05-14-2020:08:12:11
- 1,291 5/14/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7876270 - Approved By: NOREVIEW : 05-14-2020:07:54:59
- 1,292 5/14/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7876274 - Approved By: NOREVIEW : 05-14-2020:08:02:01
- 1,293 5/14/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7876288 - Approved By: NOREVIEW : 05-14-2020:08:10:40
- 1,294 5/14/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7876294 - Approved By: NOREVIEW : 05-14-2020:08:13:10
- 1,295 5/15/2020 - 3795 - Reply...
Additional Text: WENDY JAKSICK'S REPLY IN SUPPORT OF HER MOTION TO ALTER OR AMEND JUDGMENT OR, ALTERNATIVELY, MOTION FOR NEW TRIAL - Transaction 7879656 - Approved By: SACORDAG : 05-15-2020:14:23:16
- 1,296 5/15/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7879689 - Approved By: NOREVIEW : 05-15-2020:14:24:16
- 1,297 5/18/2020 - 3860 - Request for Submission
Additional Text: Transaction 7882652 - Approved By: NOREVIEW : 05-18-2020:21:59:36
DOCUMENT TITLE: MEMORANDUM OF ATTORNEY'S FEES BY STANLEY JAKSICK CO-TRUSTEE (NO ORDER PROVIDED)
PARTY SUBMITTING: ADAM HOSMER-HENNER, ESQ
DATE SUBMITTED: MAY 18, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:
- 1,298 5/18/2020 - 3860 - Request for Submission
Additional Text: Transaction 7882654 - Approved By: NOREVIEW : 05-18-2020:22:02:27
DOCUMENT TITLE: PROPOSED ORDER AWARDING COSTS (ORDER ATTACHED AS EXHIBIT 1)
PARTY SUBMITTING: ADAM HOSMER-HENNER, ESQ
DATE SUBMITTED: MAY 18, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:
- 1,299 5/18/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7882653 - Approved By: NOREVIEW : 05-18-2020:22:02:27
- 1,300 5/18/2020 - 2475 - Mtn to Strike...
Additional Text: MOTION TO STRIKE OR REDACT - Transaction 7882655 - Approved By: BBLOUGH : 05-19-2020:08:10:20

- 1,301 5/18/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7882656 - Approved By: NOREVIEW : 05-18-2020:22:03:36
- 1,302 5/19/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7882748 - Approved By: NOREVIEW : 05-19-2020:08:11:22
- 1,303 5/19/2020 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO ALTER OR AMEND THE JUDGMENT - Transaction 7884159 - Approved By: BBLOUGH : 05-19-2020:14:42:32
- 1,304 5/19/2020 - 3860 - Request for Submission
Additional Text: Transaction 7884159 - Approved By: BBLOUGH : 05-19-2020:14:42:32
DOCUMENT TITLE: MOTION TO ALTER OR AMEND THE JUDGMENT (NO ORDER PROVIDED)
PARTY SUBMITTING: DONALD LATTIN, ESQ
DATE SUBMITTED: MAY 19, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:
- 1,305 5/19/2020 - 2475 - Mtn to Strike...
Additional Text: MOTION TO STRIKE WENDY'S SUPPLMENTAL MOTION IN SUPPORT OF AWARD OF ATTORNEY'S FEES TO WENDY JAKSICK'S ATTORNEY'S - Transaction 7884161 - Approved By: BBLOUGH : 05-19-2020:15:07:37
- 1,306 5/19/2020 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF TODD B. JAKSICK'S, INDIVIDUALLY, MOTION TO AMEND THE JUDGMENT - Transaction 7884164 - Approved By: BBLOUGH : 05-19-2020:15:09:06
- 1,307 5/19/2020 - 3860 - Request for Submission
Additional Text: Transaction 7884172 - Approved By: NOREVIEW : 05-19-2020:14:41:27
DOCUMENT TITLE: TODD B. JAKSICK'S MOTION TO AMEND JUDGMENT (NO ORDER PROVIDED)
PARTY SUBMITTING: KENT ROBINSON, ESQ
DATE SUBMITTED: MAY 19, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:
- 1,308 5/19/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7884187 - Approved By: NOREVIEW : 05-19-2020:14:43:11
- 1,309 5/19/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7884189 - Approved By: NOREVIEW : 05-19-2020:14:43:45
- 1,310 5/19/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7884311 - Approved By: NOREVIEW : 05-19-2020:15:09:01
- 1,311 5/19/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7884320 - Approved By: NOREVIEW : 05-19-2020:15:10:30
- 1,312 5/19/2020 - S200 - Request for Submission Complet
Additional Text: PROPOSED ORDER AWARDDING COSTS
- 1,313 5/19/2020 - 3105 - Ord Granting ...
Additional Text: ORDER AWARDDING COSTS - Transaction 7884813 - Approved By: NOREVIEW : 05-19-2020:18:23:21
- 1,314 5/19/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7884817 - Approved By: NOREVIEW : 05-19-2020:18:26:29
- 1,315 5/19/2020 - S200 - Request for Submission Complet
Additional Text: PROPOSED ORDER AWARDDING COSTS
- 1,316 5/20/2020 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7886086 - Approved By: NOREVIEW : 05-20-2020:14:39:59

- 1,317 5/20/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7886097 - Approved By: NOREVIEW : 05-20-2020:14:40:59
- 1,318 5/21/2020 - 1960 - Memorandum ...
Additional Text: PETITIONER'S VERIFIED MEMORANDUM OF ATTORNEY'S FEES - Transaction 7887991 - Approved By: NOREVIEW : 05-21-2020:12:12:10
- 1,319 5/21/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7887994 - Approved By: NOREVIEW : 05-21-2020:12:13:10
- 1,320 5/21/2020 - 2650 - Opposition to ...
Additional Text: TODD B JAKSICK'S OPPOSITION TO WENDY JAKSICK'S SUPPLEMENTAL MOTION IN SUPPORT OF AWARD OF ATTORNEY'S FEES - Transaction 7889121 - Approved By: BBLOUGH : 05-22-2020:07:55:56
- 1,321 5/22/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7889237 - Approved By: NOREVIEW : 05-22-2020:07:57:08
- 1,322 5/29/2020 - 1650 - Errata...
Additional Text: ERRATA TO VERIFIED MEMORANDUM OF ATTORNEY'S FEES BY STANLEY JAKSICK AS CO-TRUSTEE OF THE FAMILY TRUST - Transaction 7900404 - Approved By: BBLOUGH : 06-01-2020:07:50:17
- 1,323 6/1/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7900575 - Approved By: NOREVIEW : 06-01-2020:07:51:27
- 1,324 6/1/2020 - 1830 - Joinder...
Additional Text: JOINDER TO TODD B. JAKSICK'S OPPOSITION TO WENDY JAKSICK'S SUPPLEMENTAL MOTION - Transaction 7901865 - Approved By: CSULEZIC : 06-01-2020:14:20:47
- 1,325 6/1/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7902033 - Approved By: NOREVIEW : 06-01-2020:14:21:52
- 1,326 6/1/2020 - 2645 - Opposition to Mtn ...
Additional Text: TODD B. JAKSICK'S OPPOSITION TO MOTION TO STIRKE OR REDACT - Transaction 7902805 - Approved By: BBLOUGH : 06-01-2020:16:39:40
- 1,327 6/1/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7902815 - Approved By: NOREVIEW : 06-01-2020:16:40:34
- 1,328 6/1/2020 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION TO STRIKE WENDY'S SUPPLEMENTAL MOTION IN SUPPORT OF AWARD OF ATTORNEY'S FEES TO WENDY JAKSICK'S ATTORNEYS - Transaction 7902832 - Approved By: BBLOUGH : 06-01-2020:16:47:59
- 1,329 6/1/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7902854 - Approved By: NOREVIEW : 06-01-2020:16:48:54
- 1,330 6/3/2020 - 4185 - Transcript
Additional Text: Status Hearing 3-7-18 - Transaction 7908098 - Approved By: NOREVIEW : 06-03-2020:20:16:12
- 1,331 6/3/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7908099 - Approved By: NOREVIEW : 06-03-2020:20:17:11
- 1,332 6/8/2020 - 3795 - Reply...
Additional Text: DFX: CASE NUMBER(S) ARE INCORRECT Reply in Support of Motion to Strike Wendy's Supplemental Motion in Support of Aware of Attorney's Fees to Wendy Jaksicks's Attorneys - Transaction 7914462 - Approved By: SACORDAG : 06-08-2020:16:39:52
- 1,333 6/8/2020 - 3860 - Request for Submission

Additional Text: DFX: CASE NUMBER(S) ARE INCORRECT
Transaction 7914462 - Approved By: SACORDAG : 06-08-2020:16:39:52
DOCUMENT TITLE: Motion to Strike Wendy's Supplemental Motion in Support of Aware of Attorney's Fees to Wendy Jaksick's Attorneys
PARTY SUBMITTING: DONALD LATTIN, ESQ
DATE SUBMITTED: 06/08/2020
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:

1,334 6/8/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7914673 - Approved By: NOREVIEW : 06-08-2020:16:41:12

1,335 6/8/2020 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF MOTION TO STRIKE OR REDACT - Transaction 7915086 - Approved By: BBLOUGH : 06-09-2020:08:12:09

1,336 6/9/2020 - 3860 - Request for Submission

Additional Text: Transaction 7915087 - Approved By: NOREVIEW : 06-09-2020:00:04:25
DOCUMENT TITLE: MOTION TO STRIKE OR REDACT BY STANLEY JAKSICK (NO ORDER PROVIDED)
PARTY SUBMITTING: ADAM HOSMER-HENNER, ESQ
DATE SUBMITTED: JUNE 9, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:

1,337 6/9/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7915088 - Approved By: NOREVIEW : 06-09-2020:00:05:25

1,338 6/9/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7915146 - Approved By: NOREVIEW : 06-09-2020:08:13:08

1,339 6/10/2020 - 2682 - Ord Addressing Motions

Additional Text: ORDER RESOLVING SUBMITTED MATTERS - Transaction 7919405 - Approved By: NOREVIEW : 06-10-2020:16:48:54

1,340 6/10/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7919411 - Approved By: NOREVIEW : 06-10-2020:16:50:05

1,341 6/10/2020 - S200 - Request for Submission Complet

Additional Text: REQUEST FOR SUBMISSION OF MOTION FOR ATTORNEYS' FEES AND COSTS - KEVIN RILEY & MIKE KIMMEL - DENIED

1,342 6/10/2020 - S200 - Request for Submission Complet

Additional Text: REQUEST FOR SUBMISSION OF MOTION FOR ATTORNEYS' FEES AND COSTS - KEVIN RILEY & MIKE KIMMEL - DENIED

1,343 6/10/2020 - S200 - Request for Submission Complet

Additional Text: OTION FOR ORDER AWARDING COSTS AND ATTORNEY'S FEES FOR TODD JAKSICK, INDIVIDUALLY, FOR TRIAL ON EQUITABLE CLAIMS - GRANTED

1,344 6/10/2020 - S200 - Request for Submission Complet

Additional Text: MOTION FOR LEAVE AND FIRST SUPPLEMENT TO VERIFIED MEMORANDUM OF COSTS - DENIED

1,345 6/10/2020 - S200 - Request for Submission Complet

Additional Text: MEMORANDUM OF ATTORNEY'S FEES BY STANLEY JAKSICK CO-TRUSTEE (NO ORDER PROVIDED) - DENIED

1,346 6/10/2020 - S200 - Request for Submission Complet

Additional Text: MOTION TO ALTER OR AMEND THE JUDGMENT - DENIED

1,347 6/10/2020 - S200 - Request for Submission Complet

Additional Text: TODD B. JAKSICK'S MOTION TO AMEND JUDGMENT - DENIED BUT GRANTED TO CLARIFY TODD NOT RESPONSIBLE FOR 25% OF STANLEY'S FEES

1,348 6/10/2020 - S200 - Request for Submission Complet

Additional Text: MOTIONS TO STRIKE - DENIED AS MOOT

1,349 6/10/2020 - S200 - Request for Submission Complet
Additional Text: MOTIONS TO STRIKE - DENIED AS MOOT

1,350 6/11/2020 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7920804 - Approved By: NOREVIEW : 06-11-2020:13:17:29

1,351 6/11/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7920805 - Approved By: NOREVIEW : 06-11-2020:13:18:27

1,352 6/18/2020 - 1650 - Errata...
Additional Text: PETITIONERS' ERRATA TO VERIFIED MEMORANDUM OF ATTORNEYS' FEES - Transaction 7932332 - Approved By: SACORDAG : 06-18-2020:15:22:55

1,353 6/18/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7932934 - Approved By: NOREVIEW : 06-18-2020:15:25:45

1,354 6/22/2020 - 1650 - Errata...
Additional Text: PETITIONERS' SECOND ERRATA TO VERIFIED MEMORANDUM OF ATTORNEYS' FEES - Transaction 7936137 - Approved By: CSULEZIC : 06-22-2020:11:29:07

1,355 6/22/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7936225 - Approved By: NOREVIEW : 06-22-2020:11:31:42

1,356 6/24/2020 - 1695 - ** Exhibit(s) ...
Additional Text: JURY TRIAL EXHIBITS
NON-JURY TRIAL EXHIBITS

1,357 6/24/2020 - 4050 - Stipulation ...
Additional Text: Transaction 7942065 - Approved By: NOREVIEW : 06-24-2020:17:03:30

1,358 6/24/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7942070 - Approved By: NOREVIEW : 06-24-2020:17:04:30

1,359 6/29/2020 - 3880 - Response...
Additional Text: TODD B JAKSICK'S RESPONSE TO PETITIONER'S VERIFIED MEMORANDUM OF ATTORNEY'S FEES AND ERRATA THERETO - Transaction 7948208 - Approved By: BBLOUGH : 06-30-2020:08:44:47

1,360 6/30/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7948465 - Approved By: NOREVIEW : 06-30-2020:08:45:53

1,361 6/30/2020 - 2683 - Ord Addressing Stipulation
Additional Text: CLERK TO STIKE AND REPLACE EX 2 OF OBJECTION AND OPPOSITION TO STANLEY'S VERIFIED MEMO OF ATTORNEY'S FEES WITH ATTACHED REDACTED EX 2 - Transaction 7949232 - Approved By: NOREVIEW : 06-30-2020:11:55:18

1,362 6/30/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7949235 - Approved By: NOREVIEW : 06-30-2020:11:56:19

1,363 7/6/2020 - 1105 - Amended Ord and/or Judgment
Additional Text: AMENDED JUDGEMENT - Transaction 7956138 - Approved By: NOREVIEW : 07-06-2020:13:06:19

1,364 7/6/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7956148 - Approved By: NOREVIEW : 07-06-2020:13:07:31

1,365 7/10/2020 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: NOTICE OF APPEAL - Transaction 7964843 - Approved By: YVILORIA : 07-10-2020:10:57:25

1,366 7/10/2020 - 1310 - Case Appeal Statement
Additional Text: Transaction 7964847 - Approved By: NOREVIEW : 07-10-2020:10:55:38

1,367 7/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7964852 - Approved By: NOREVIEW : 07-10-2020:10:56:50

1,368 7/10/2020 - PAYRC - **Payment Received
Additional Text: A Payment of \$24.00 was made on receipt DCDC660862.

1,369 7/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7964856 - Approved By: NOREVIEW : 07-10-2020:10:59:34

1,370 7/10/2020 - SAB - **Supreme Court Appeal Bond
Additional Text: T. JAKSICK - Transaction 7965008 - Approved By: YVILORIA : 07-10-2020:11:41:56

1,371 7/10/2020 - PAYRC - **Payment Received
Additional Text: A Payment of \$500.00 was made on receipt DCDC660873.

1,372 7/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7965031 - Approved By: NOREVIEW : 07-10-2020:11:45:04

1,373 7/10/2020 - 4113 - District Ct Deficiency Notice
Additional Text: NOTICE OF APPEAL DEFICIENCY - SUPREME COURT FILING FEES - Transaction 7965381 - Approved By: NOREVIEW : 07-10-2020:14:00:58

1,374 7/10/2020 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 7965381 - Approved By: NOREVIEW : 07-10-2020:14:00:58

1,375 7/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7965388 - Approved By: NOREVIEW : 07-10-2020:14:02:05

1,376 7/10/2020 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: NOTICE OF APPEAL - Transaction 7965726 - Approved By: YVILORIA : 07-10-2020:15:25:30

1,377 7/10/2020 - 1310 - Case Appeal Statement
Additional Text: Case Appeal Statement - Transaction 7965738 - Approved By: YVILORIA : 07-10-2020:15:25:57

1,378 7/10/2020 - PAYRC - **Payment Received
Additional Text: A Payment of \$24.00 was made on receipt DCDC660891.

1,379 7/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7965755 - Approved By: NOREVIEW : 07-10-2020:15:26:25

1,380 7/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7965756 - Approved By: NOREVIEW : 07-10-2020:15:26:55

1,381 7/10/2020 - SAB - **Supreme Court Appeal Bond
Additional Text: JAKSICK ET AL ATTY LAITIN - Transaction 7965779 - Approved By: YVILORIA : 07-10-2020:15:42:47

1,382 7/10/2020 - PAYRC - **Payment Received
Additional Text: A Payment of \$500.00 was made on receipt DCDC660894.

1,383 7/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7965800 - Approved By: NOREVIEW : 07-10-2020:15:45:26

1,384 7/10/2020 - 4113 - District Ct Deficiency Notice
Additional Text: NOTICE OF APPEAL DEFICIENCY - SUPREME COURT FILING FEES - ATTY LATTIN ESQ - Transaction 7965943 - Approved By: NOREVIEW : 07-10-2020:16:21:45

1,385 7/10/2020 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 7965943 - Approved By: NOREVIEW : 07-10-2020:16:21:45

1,386 7/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7965948 - Approved By: NOREVIEW : 07-10-2020:16:22:48

1,387 7/13/2020 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: Transaction 7968243 - Approved By: CAGUILAR : 07-13-2020:15:53:06

1,388 7/13/2020 - 1310 - Case Appeal Statement
Additional Text: Transaction 7968254 - Approved By: NOREVIEW : 07-13-2020:15:40:06

1,389 7/13/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7968262 - Approved By: NOREVIEW : 07-13-2020:15:41:14

1,390 7/13/2020 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$24.00 was made on receipt DCDC660930.

1,391 7/13/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7968313 - Approved By: NOREVIEW : 07-13-2020:15:54:14

1,392 7/13/2020 - SAB - **Supreme Court Appeal Bond
Additional Text: Transaction 7968334 - Approved By: CAGUILAR : 07-13-2020:16:03:39

1,393 7/13/2020 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$500.00 was made on receipt DCDC660931.

1,394 7/13/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7968345 - Approved By: NOREVIEW : 07-13-2020:16:04:45

1,395 7/15/2020 - 4113 - District Ct Deficiency Notice
Additional Text: NOTICE OF APPEAL DEFICIENCY - SUPREME COURT FILING FEES (W JAKSICK) - Transaction 7971146 - Approved By: NOREVIEW : 07-15-2020:08:42:27

1,396 7/15/2020 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL (W JAKSICK) - Transaction 7971146 - Approved By: NOREVIEW : 07-15-2020:08:42:27

1,397 7/15/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7971149 - Approved By: NOREVIEW : 07-15-2020:08:43:24

1,398 7/16/2020 - 1187 - **Supreme Court Case No. ...
Additional Text: SUPREME COURT NO. 81470 - T JAKSICK / jaksick et al / W JAKSICK

1,399 7/21/2020 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 81470 / RECEIPT FOR DOCUMENTS - Transaction 7981359 - Approved By: NOREVIEW : 07-21-2020:14:48:36

1,400 7/21/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7981373 - Approved By: NOREVIEW : 07-21-2020:14:49:48

1,401 7/21/2020 - \$2527 - \$Notice of Cross Appeal
Additional Text: NOTICE OF CROSS-APPEAL - Transaction 7981981 - Approved By: YVILORIA : 07-22-2020:08:18:41

1,402 7/21/2020 - 1310 - Case Appeal Statement
Additional Text: CASE APPEAL STATEMENT - Transaction 7981982 - Approved By: YVILORIA : 07-22-2020:08:22:07

1,403 7/21/2020 - SAB - **Supreme Court Appeal Bond

Additional Text: STANLEY JAKSICK - Transaction 7981982 - Approved By: YVILORIA : 07-22-2020:08:22:07

1,404 7/22/2020 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$34.00 was made on receipt DCDC661274.

1,405 7/22/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7982137 - Approved By: NOREVIEW : 07-22-2020:08:19:45

1,406 7/22/2020 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$500.00 was made on receipt DCDC661275.

1,407 7/22/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7982141 - Approved By: NOREVIEW : 07-22-2020:08:23:07

1,408 7/22/2020 - 1350 - Certificate of Clerk

Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF CROSS-APPEAL - Transaction 7982398 - Approved By: NOREVIEW : 07-22-2020:09:30:53

**SECOND JUDICIAL DISTRICT COURT
STATE OF NEVADA
COUNTY OF WASHOE**

Case History - PR17-00446

Case Description: *consolidated into PR17-00445

Case Number: PR17-00446 Case Type: TRUST/CONSERVATORSHIP - Initially Filed On: 8/2/2017

Parties

<u>Party Type & Name</u>	<u>Party Status</u>
JUDG - DAVID A. HARDY - D15	Active
JUDG - PROB. COMM. EDMUND J. GORMAN - PC	Party ended on: 10/18/2017 8:36:40AM
ATTY - L. Robert LeGoy, Jr., Esq. - 698	Active
ATTY - Adam Hosmer-Henner, Esq. - 12779	Active
ATTY - Donald Albert Lattin, Esq. - 693	Active
ATTY - Carolyn K. Renner, Esq. - 9164	Active
ATTY - Kent Richard Robison, Esq. - 1167	Active
ATTY - Philip L. Kreitlein, Esq. - 5394	Active
ATTY - Mark J. Connot, Esq. - 10010	Active
ATTY - Brian C. McQuaid, Esq. - 7090	Active
INST - STANLEY JAKSICK - @1189278	Active
INST - WENDY A. JAKSICK - @1315103	Active
PETR - MICHAEL S. KIMMEL - @1318208	Active
PETR - TODD B. JAKSICK - @1244547	Active
TRUS - SAMUEL S. JAKSICK, JR. FAMILY TRUST - @1312162	Active

Disposed Hearings

- 1 Department: B -- Event: OTHER PROB/TRST/GDSHP HRG -- Scheduled Date & Time: 10/11/2017 at 10:00:00
Extra Event Text: PETITION FOR CONFIRMATION OF TRUSTEES AND ADMISSION OF TRUST TO THE JURISDICTION OF THE COURT, AND FOR APPROVAL
Event Disposition: D435 - 10/11/2017
- 2 Department: D15 -- Event: CASE MANAGEMENT CONFERENCE -- Scheduled Date & Time: 1/4/2018 at 13:30:00
Extra Event Text: CASE MANAGEMENT/STATUS CONFERENCE
Event Disposition: D640 - 1/4/2018
- 3 Department: D15 -- Event: STATUS HEARING -- Scheduled Date & Time: 3/7/2018 at 14:30:00

Event Disposition: D845 - 1/5/2018
- 4 Department: D15 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 1/8/2019 at 15:00:00

Event Disposition: D845 - 1/5/2018
- 5 Department: D15 -- Event: TRIAL - JURY -- Scheduled Date & Time: 2/4/2019 at 09:00:00
Extra Event Text: DAY 1
Event Disposition: D845 - 1/5/2018

Actions

- | <u>Filing Date</u> | <u>-</u> | <u>Docket Code & Description</u> |
|--------------------|----------|---|
| 1 | 8/2/2017 | - \$3544 - \$Pet Living Trust 200K or more

Additional Text: Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court , And for Approval of Accountings and other trust administration matters - Transaction 6228302 - Approved By: YVILORIA : 08-02-2017:13:44:23 |

Report Does Not Contain Sealed Cases or Confidential Information

- 2 8/2/2017 - PAYRC - **Payment Received
Additional Text: A Payment of \$527.50 was made on receipt DCDC582540.
- 3 8/2/2017 - 2550 - Notice of Hearing
Additional Text: NOTICE OF HEARING CALENDAR CODE NO. HP26 - Transaction 6228791 - Approved By: YVILORIA : 08-02-2017:15:03:46
- 4 8/2/2017 - 1040P - Affidavit of Mailing - PR
Additional Text: Transaction 6228791 - Approved By: YVILORIA : 08-02-2017:15:03:46
- 5 8/2/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6228931 - Approved By: NOREVIEW : 08-02-2017:15:04:43
- 6 10/10/2017 - 2630 - Objection to ...
Additional Text: OBJECTION TO APPROVAL OF ACCOUNTINGS AND OTHER TRUST ADMINISTRATION MATTERS - Transaction 6340058 - Approved By: CSULEZIC : 10-10-2017:15:34:03
- 7 10/10/2017 - 2650 - Opposition to ...
Additional Text: 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 MATTERS - Transaction 6340099 - Approved By: YVILORIA : 10-10-2017:15:58:39
- 8 10/10/2017 - 2520 - Notice of Appearance
Additional Text: MARK J. CONNOT ESQ / RESP WENDY A JAKSICK - Transaction 6340120 - Approved By: YVILORIA : 10-10-2017:16:11:55
- 9 10/10/2017 - \$1560 - \$Def 1st Appearance - CV
Additional Text: WENDY A. JASICK - Transaction 6340131 - Approved By: CSULEZIC : 10-10-2017:15:52:17
- 10 10/10/2017 - 1817 - Initial Appear. Fee Disclosure
Additional Text: WENDY JASICK - Transaction 6340131 - Approved By: CSULEZIC : 10-10-2017:15:52:17
- 11 10/10/2017 - 1130 - Answer ...
Additional Text: Answer to Petition for Approval of Accountings and Other Trust Administration Matters - Transaction 6340183 - Approved By: PMSEWELL : 10-10-2017:16:19:27
- 12 10/10/2017 - \$1560 - \$Def 1st Appearance - CV
Additional Text: WENDY JAKSICK - Transaction 6340225 - Approved By: CSULEZIC : 10-10-2017:16:14:20
- 13 10/10/2017 - 1817 - Initial Appear. Fee Disclosure
Additional Text: Transaction 6340225 - Approved By: CSULEZIC : 10-10-2017:16:14:20
- 14 10/10/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6340264 - Approved By: NOREVIEW : 10-10-2017:15:35:06
- 15 10/10/2017 - PAYRC - **Payment Received
Additional Text: A Payment of \$213.00 was made on receipt DCDC588881.
- 16 10/10/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6340343 - Approved By: NOREVIEW : 10-10-2017:15:53:19
- 17 10/10/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6340366 - Approved By: NOREVIEW : 10-10-2017:15:59:39
- 18 10/10/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6340449 - Approved By: NOREVIEW : 10-10-2017:16:12:53
- 19 10/10/2017 - PAYRC - **Payment Received
Additional Text: A Payment of \$213.00 was made on receipt DCDC588887.

- 20 10/10/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6340479 - Approved By: NOREVIEW : 10-10-2017:16:16:58
- 21 10/10/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6340495 - Approved By: NOREVIEW : 10-10-2017:16:20:29
- 22 10/10/2017 - PAYVD - **Payment Voided
Additional Text: Receipt Number DCDC588887 has been voided.
- 23 10/12/2017 - 1947 - Master Recommend/Ord PC
Additional Text: COMMISSIONER'S RECOMMENDATION REFERRING CASE TO PROBATE JUDGE - Transaction 6343734 -
Approved By: NOREVIEW : 10-12-2017:10:02:09
- 24 10/12/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6343743 - Approved By: NOREVIEW : 10-12-2017:10:03:04
- 25 10/12/2017 - MIN - ***Minutes
Additional Text: 10/11/2017: Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court , and for Approval
of Accountings and Other Trust Administration Matters - Transaction 6344042 - Approved By: NOREVIEW : 10-12-2017:11:13:31
- 26 10/12/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6344052 - Approved By: NOREVIEW : 10-12-2017:11:14:22
- 27 10/17/2017 - 2665 - Ord Accepting Reassignment
Additional Text: ORDER ACCEPTING TRANSFER - Transaction 6351846 - Approved By: NOREVIEW : 10-17-2017:17:01:09
- 28 10/17/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6351854 - Approved By: NOREVIEW : 10-17-2017:17:02:10
- 29 11/3/2017 - 2520 - Notice of Appearance
Additional Text: KENT ROBISON ESQ - Transaction 6379242 - Approved By: CSULEZIC : 11-03-2017:15:03:54
- 30 11/3/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6379383 - Approved By: NOREVIEW : 11-03-2017:15:04:42
- 31 11/6/2017 - 2605 - Notice to Set
Additional Text: NOTICE TO SET STATUS CONFERENCE - 11/27/17 AT 0930 - Transaction 6382013 - Approved By: RKWATKIN :
11-06-2017:15:49:15
- 32 11/6/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6382089 - Approved By: NOREVIEW : 11-06-2017:15:50:33
- 33 11/27/2017 - 1250E - Application for Setting eFile
Additional Text: CMC/STATUS CONFERENCE 1/4/18 - Transaction 6409171 - Approved By: NOREVIEW : 11-27-2017:09:44:20
- 34 11/27/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6409176 - Approved By: NOREVIEW : 11-27-2017:09:45:20
- 35 12/29/2017 - 2520 - Notice of Appearance
Additional Text: CAROLYN K. RENNER ESQ / STANLEY S. JAKSICK, TODD B. JAKSICK, AND MICHAEL S. KIMMEL - Transaction
6459604 - Approved By: YVILORIA : 12-29-2017:16:11:37
- 36 12/29/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6459621 - Approved By: NOREVIEW : 12-29-2017:16:12:31
- 37 1/2/2018 - 3835 - Report...
Additional Text: PETITIONERS STATUS REPORT - Transaction 6460481 - Approved By: CSULEZIC : 01-02-2018:11:04:24

- 38 1/2/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6460596 - Approved By: NOREVIEW : 01-02-2018:11:05:21
- 39 1/2/2018 - 1290 - Association of Counsel
Additional Text: ADAM HOSMER-HENNER ESQ ASSOCIATES WITH PHILIP L. KREITLEIN ESQ / STANLEY S. JAKSICK - Transaction 6461082 - Approved By: YVILORIA : 01-02-2018:14:17:46
- 40 1/2/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6461277 - Approved By: NOREVIEW : 01-02-2018:14:18:39
- 41 1/3/2018 - JF - **First Day Jury Fees Deposit
Additional Text: WENDY JAKSICK - Transaction 6463798 - Approved By: PMSEWELL : 01-03-2018:15:14:43
- 42 1/3/2018 - 1580 - Demand for Jury
Additional Text: WENDY JAKSICK - Transaction 6463798 - Approved By: PMSEWELL : 01-03-2018:15:14:43
- 43 1/3/2018 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$320.00 was made on receipt DCDC596356.
- 44 1/3/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6464006 - Approved By: NOREVIEW : 01-03-2018:15:17:16
- 45 1/3/2018 - 3880 - Response...
Additional Text: Response to Petitioners' Status Report - Transaction 6464491 - Approved By: CSULEZIC : 01-04-2018:09:06:58
- 46 1/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6464838 - Approved By: NOREVIEW : 01-04-2018:09:07:56
- 47 1/5/2018 - 3015 - Ord Granting Consolidation
Additional Text: ORDER AFTER CASE MANAGMENT CONFERENCE CONSOLIDATING CASES, PR17-00446 CONSOLIDATED INTO PR17-00445 - Transaction 6467785 - Approved By: NOREVIEW : 01-05-2018:11:00:35
- 48 1/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6467791 - Approved By: NOREVIEW : 01-05-2018:11:01:35
- 49 1/5/2018 - 1478 - **Consolidated To...
Additional Text: CONSOLIDATED INTO PR17-00445. PLEASE FILE ALL FUTURE PLEADINGS INTO PR17-00445.
- 50 1/5/2018 - F230 - Other Manner of Disposition
No additional text exists for this entry.
- 51 1/17/2018 - 4185 - Transcript
Additional Text: 1/4/18 Case Management Conference - Transaction 6483888 - Approved By: NOREVIEW : 01-17-2018:10:37:53
- 52 1/17/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6483894 - Approved By: NOREVIEW : 01-17-2018:10:38:50
- 53 2/8/2019 - 4055 - Subpoena
Additional Text: Transaction 7109615 - Approved By: CSULEZIC : 02-08-2019:11:49:58
- 54 2/8/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7109880 - Approved By: NOREVIEW : 02-08-2019:11:52:04
- 55 3/3/2019 - 2650 - Opposition to ...
Additional Text: WENDY A. JAKSICK'S OPPOSITION TO RESPONDENTS' PROPOSED JURY INSTRUCTIONS - Transaction 7144816 - Approved By: YVILORIA : 03-04-2019:09:35:42

- 56 3/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7145112 - Approved By: NOREVIEW : 03-04-2019:09:38:42
- 57 3/5/2019 - 4185 - Transcript
Additional Text: 030119.PARTIAL.TRANSCRIPT.MOTION - Transaction 7147496 - Approved By: NOREVIEW : 03-05-2019:08:57:37
- 58 3/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7147504 - Approved By: NOREVIEW : 03-05-2019:08:59:13
- 59 8/2/2019 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO EMERGENCY MOTION TO COMPEL DISTRIBUTION FROM FAMILY TRUST - Transaction 7409952 - Approved By: YVILORIA : 08-02-2019:15:47:56
- 60 8/2/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7409969 - Approved By: NOREVIEW : 08-02-2019:15:51:20
- 61 7/2/2020 - 1105 - Amended Ord and/or Judgment
Additional Text: AMENDED JUDGMENT - Transaction 7953974 - Approved By: NOREVIEW : 07-02-2020:14:13:23
- 62 7/2/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7953981 - Approved By: NOREVIEW : 07-02-2020:14:14:26

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

In the Matter of the Administration of the Case No. PR17-00445
SSJ'S ISSUE TRUST.

_____ /

CONSOLIDATED
In the Matter of the Administration of the Case No. PR17-00446
SAMUEL S. JAKSICK, JR. FAMILY TRUST. Dept. No. 15

_____ /

ORDER AFTER EQUITABLE TRIAL

On August 2, 2017, the trustees of the SSJ's Issue Trust ("Issue Trust") and the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") filed Petitions for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.¹ October 10, 2017, Wendy Jaksick filed an Opposition and Objection to the Petition. On January 19, 2018, Wendy filed a Counterpetition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief, which was subsequently amended on February 23, 2018. Family Trust co-trustee Stan Jaksick filed an Objection to Approval of Accountings and Other Trust Administration Matters on October 10, 2017. Todd Jaksick, as trustee of the Issue Trust

¹ Family Trust co-trustee Stan Jaksick did not join in the petitions.

1 and co-trustee of the Family Trust, and Michael Kimmel as co-trustee of the Family Trust,
2 are represented by Donald Lattin and Carolyn Renner. Todd is represented in his
3 individual capacity by Kent Robison. Mr. Robison also represents Duck Lake Ranch, LLC,
4 Incline TSS, Ltd., and Sammy Supercub, LLC. Stanley Jaksick, as co-trustee of the Family
5 Trust, is represented by Adam Hosmer-Henner and Philip Kreitlein. Wendy is
6 represented by Mark Connot and Kevin Spencer.

7 1. This Court presided over a jury trial on legal claims between February 14,
8 2019, and March 4, 2019. The jury concluded Todd breached his fiduciary duty as trustee
9 and awarded damages of \$15,000. The jury found no other trustee breached any fiduciary
10 duty. In addition, the jury found Wendy had not proven her claims for 1) civil conspiracy
11 and aiding and abetting, 2) aiding and abetting breach of fiduciary duty, or 3) fraud
12 against any counter-respondent whether individually or as trustee. The jury did not find
13 any counter-respondent acted with fraud, oppression, or malice.

14 2. On May 13, 2019, this Court began a bench trial to resolve the remaining
15 equitable claims. By stipulation, the parties submitted written closing trial statements and
16 replies. This Court authorized supplemental briefing on a narrow issue related to Exhibit
17 561. This Court has considered all briefs and evidence admitted during the equitable trial
18 (including many exhibits previously admitted at jury trial).² This Court is aware that
19 disagreements continue and Wendy alleges ongoing breaches of fiduciary duties, as
20 illustrated by the moving papers relating to post-trial costs, the 2018 annual accountings,
21 and distribution guidance. It now finds and orders as follows:

22 General Findings

23 1. As a factfinder, this Court is authorized to consider its everyday common
24 sense and judgment, and determine what inferences may be properly drawn from direct
25 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d

26
27 ² On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

1 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

2 2. The facts presented in support of the equitable claims inextricably overlap
3 with the legal claims presented to the jury. Despite how the claims are pled, Wendy is
4 attempting to retry her case to obtain a second review of similar facts and an outcome
5 different from the jury verdict.³ This Court may or may not have reached the same
6 decision as the jury. Regardless, it has no authority to dilute or otherwise modify the
7 jury's verdict.

8 3. The file materials compose more than 17,000 pages. There were more than
9 300 separate pleadings, motions, oppositions, replies, joinders, and other substantive
10 papers filed in this proceeding. The parties produced tens of thousands of documents
11 before trial and marked 677 exhibits for the two trials, of which 227 were admitted. The
12 substantive papers (with exhibits and transcripts) filed since the jury's verdict compose
13 more than 4,000 pages. This Court has read and re-read the pending moving papers, to
14 include exhibits and transcripts. It has analyzed every argument presented and carefully
15 studied the cited authorities. It cannot synthesize the competing moving papers, exhibits,
16 and arguments into a single coherent order. It cannot resolve the arguments in minutia.
17 Therefore, this Court elects to make general findings, which are substantially supported by
18 the evidence of record.

19 4. This Court regrets some of its more direct findings, which it must disclose to
20 support its discretionary resolution of equitable claims.

21 5. Sam Jaksick created substantial wealth during his life but his leveraged
22 estate was compromised by the "great recession" during the last season of his life. Sam's
23 estate is exceedingly complex because he used tens of different corporate entities as
24 holding companies for his wealth. Sam also partnered with non-family business entities.

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his

26
27 ³ On January 3, 2018, Wendy demanded a jury trial on all legal claims. Wendy demanded a jury – at least in
28 part – because she likely suspected a judge's comprehensive, studious examination of all evidence would not
result in the \$80 million compensatory damages and additional punitive damages she asked the jury to
award. This Court honors Wendy's unfettered constitutional right to a jury trial but it will not re-visit the
identical facts to arrive at a different outcome for Wendy.

1 children, despite their different strengths, weaknesses, and personalities. Wendy did not
2 transition well into adulthood and Sam was aware of her inability to provide for herself.
3 Wendy does not understand financial complexities. Sam was more confident in Stan and
4 Todd as he worked with them during his life and designated them to continue
5 participating in his estate and business affairs after his death. Stan's trial participation was
6 not lengthy but he appears to enjoy some financial fluency and business sophistication.
7 Stan also presented as a credible witness and thoughtful sibling. While Todd is most
8 familiar with Sam's business and trust affairs, he is only marginally sophisticated as a
9 trustee. He regularly deferred to the knowledge and expertise of others.⁴ Todd also
10 presented as conflicted by his own interests, influenced by his animus towards Wendy,
11 and confused about his duties as a neutral trustee.

12 7. Sam's estate plan evolved over the years, and its last iteration was influenced
13 by debt, tax avoidance, asset protection, and planning around Stan's divorce. Both Sam
14 and Todd were exposed to personal liabilities on substantial debts Sam had incurred.
15 Some of the estate documents were created in haste because of Sam's heart illness and
16 surgery in December, 2012. (Sam survived his heart illness and tragically died in a water
17 accident in 2013). Some of the 2012-13 estate planning documents are disorganized,
18 internally inconsistent, and complicated by notarial mischief or neglect. This Court was
19 particularly troubled by the notary's abdication of statutory responsibilities, which was an
20 influencing fact in the litigation Wendy pursued. Notaries are given great authority and
21 their actions induce reliance. The notary at issue fell below the statutory standards. This
22 finding alone warrants a substantial financial consequence upon the trust, which this
23 Court includes in its analysis of the no-contest penalty and attorneys' fees requests.

24 8. Todd's participation in Sam's estate beginning in 2012 can be viewed
25 through two opposing lenses: he was either a disconnected participant who yielded to his
26

27 ⁴ This Court understands jury instruction no. 11, which does not alter the fact that Todd struggled under the
28 shadow of his father's business acumen. The dynamic of Todd relying on professionals regarding the
accountings, while the professionals provided accountings with disclaimers and hyphens, created
uncertainty (or at least the appearance of uncertainty) about transactions, values, and who was ultimately
responsible for acts and accountings of trust administration.

1 father's wishes, or he was a subtly strategic participant who enriched himself to the
2 detriment of his siblings. These opposing possibilities are relevant only to understand
3 how this dispute became so bitter. This Court is inclined to find Todd was the former
4 rather than the latter, but regardless, Stan and Wendy had cause to seek answers to
5 questions created by document anomalies, inadequate disclosures, and transactions
6 inuring to Todd's benefit.

7 9. This action began when Stan, Wendy, and Todd were opposed to each other.
8 The dispute was exacerbated by inadequate information and self-interested perspectives.
9 Some of the more personal allegations among siblings reveal a family influenced by
10 misperceptions and individual interests. Wendy was particularly personal in her
11 allegations, the worst of which were harassing, vexatious, and without factual basis. There
12 were at least seven lawyers zealously advocating for their clients, which further
13 entrenched the siblings against each other. The children chose litigation over compromise
14 to work through the complexities of Sam's estate and their disparate financial
15 circumstances. With more effortful disclosures, neutral access to information, and a little
16 sibling patience, they *might* have worked through the messiness of Sam's estate to reach a
17 non-litigation resolution. Instead, the children sued each other, with Todd and Stan
18 settling their dispute just days before the jury trial began. Despite the settlement, this
19 Court is aware of the allegations Stan made against Todd in his deposition and trial
20 testimony. The settlement does not extinguish Stan's pleading allegations and
21 testimony – it merely reflects Todd and Stan's strategic and well-advised decision to
22 compromise their claims before trial. The settlement worked to Wendy's trial detriment,
23 yet she chose trial over settlement and must now accept the consequences of her choice.
24 Stan's allegations and testimony are relevant to contextualize the legal and equitable
25 claims, particularly the request to impose a no-contest penalty and for attorneys' fees
26 under NRS Chapter 18 and NRCP 68.

27 10. Todd and Stan contend they made every effort to avoid litigation but could
28 not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly

1 accurate, as Wendy's litigation position and trial demand were influenced more by animus
2 and avarice than by a desire for balanced justice. In particular, Wendy's \$80 million jury
3 demand revealed her overreach. However, Wendy's litigation zeal does not extinguish
4 her probable cause to seek answers and formulate claims based upon the information she
5 had at the time — the same information that led to Stan's allegations against Todd.

6 11. Throughout trial this Court reflected upon how Sam would respond if he
7 observed his children spending millions of dollars litigating his estate. The parties
8 repeatedly invited this Court to consider Sam's testamentary intentions. Responding to
9 that invitation, this Court has wondered how Sam would react to see his estate
10 disproportionately allocated among his children. There is no way to know how or if Sam
11 would have enlarged Wendy's beneficial interests if he survived the economic recovery.
12 Sam loved Wendy despite her issues, and this Court suspects Sam would have continued
13 his pattern of lifetime largesse in favor of his troubled daughter. But suspicion and
14 speculation are beyond this Court's authority. Death arrives at its own inconvenient time
15 and none can alter its consequences. Wendy is simply without her paternal benefactor and
16 is susceptible to the trustees' actions as governed by documents and transactions Sam
17 approved during his life.

18 12. The trustees' initial petitions were predicated upon accountings that
19 provided inadequate information. The accountings were untimely, and even if technically
20 compliant with the statutes, they failed to provide full and fair notice to Wendy as a
21 beneficiary. This Court acknowledges the trustees attempted to answer Wendy's
22 questions by making their CPA and lawyers available to Wendy, but there is only
23 marginal evidence in the record the trustees invested their own personal efforts to satisfy
24 Wendy's concerns. At some point the trustees' responses became form over function.
25 Todd particularly grew weary of Wendy, which affected his neutral trusteeship, as
26 illustrated by his hope to satisfy Wendy's beneficial interests at a discount that inured to
27 his benefit. In response, Wendy initiated scorched-earth litigation grounded in
28 entitlement and limited self-awareness. This Court cannot now alter the consequences of

1 the trust administration and litigation choices that precede this order.

2 13. Wendy's legal and equitable claims are grounded in the same common facts
3 and are exceedingly difficult to segregate. As this Court reviewed the hundreds of pages
4 of written arguments relating to the equitable claims, it was taken back to the evidence
5 and arguments presented to the jury. Through the misty fog of painfully voluminous
6 allegations and varied claims, the core of Wendy's complaint is that Todd breached his
7 fiduciary duties by self-dealing and failing to disclose information relevant to Wendy as a
8 beneficiary. No matter how Wendy frames or argues her equitable claims, she asks this
9 Court to remedy the identical facts and transactions she placed before the jury. This Court
10 must look to the substance of the claims, not just the labels used in the pleading document.
11 Nev. Power Co. v. District Court, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004).

12 14. The complexity of Sam's estate warranted extraordinary disclosures,
13 explanations, and compliance with discovery rules. There were significant discovery
14 disputes, such that this Court created a schedule for recurring access to the Discovery
15 Commissioner. This Court also ordered the production of disputed discovery. Discovery
16 continued to the very eve of trial and Wendy was still attempting to discern her beneficial
17 interests when trial began.

18 15. There were several sports references and metaphors argued to the jury.
19 Consistent with that theme, Wendy "swung for the fences" when she asked the jury to
20 award \$80 million to her (plus punitive damages), an amount that exceeds the evidentiary
21 value of this estate and would deprive Todd and Stan of any beneficial interests. She now
22 seeks a "mulligan" by re-arguing to this Court what was over-argued to the jury.⁵ The
23 jury found that Todd breached his fiduciary duties but only awarded \$15,000 to Wendy. It
24 found against Wendy on all other claims and against all other counter-respondents. This
25 Court may have been authorized to award additional equitable relief upon the same facts

26
27 ⁵ To illustrate, Wendy argued in her omnibus opposition to the cost memoranda filed before the equitable
28 claims trial that "damages may still be awarded, transactions may be set-aside, further breaches of fiduciary
duty may be found, and the ACPAs and other documents may be found fraudulent or invalid, ab initio."
These were all claims and requests rejected by the jury.

1 if the jury found for Wendy on more claims and against more counter-respondents. But
2 constitutional and decisional authorities prevent this Court from entering a subsequent
3 order diluting or altering the jury's verdict.

4 16. Todd asks this Court to contextualize the \$15,000 as a *de minimis* award. This
5 Court will not infuse qualitative meaning into the jury's verdict. To do so would be
6 impermissible speculation. Todd breached his fiduciary duties to Wendy. And Wendy
7 was not awarded the damages she sought. These two facts are integral to this Court's
8 resolution of equitable claims and fees requests.

9 General Legal References

10 1. This Court cannot supplant or alter a jury's verdict by relying upon common
11 facts to reach a different outcome. See generally Lehrer McGovern Bovis, Inc. v. Bullock
12 Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032, 1038 (2008) (discussing special interrogatory
13 verdicts). In Acosta v. City of Costa Mesa, 718 F.3d 800 (9th Cir. 2013), the plaintiff
14 submitted his equitable claim for declaratory relief to the bench after the jury rejected his
15 legal claims. The court held "it would be a violation of the Seventh Amendment right to
16 jury trial for the court to disregard a jury's findings of fact. Thus, in a case where legal
17 claims are tried by a jury and equitable claims are tried by a judge, and the claims are
18 based on the same facts, in deciding the equitable claims, the Seventh Amendment
19 requires the trial judge to follow the jury's implicit or explicit factual determinations." Id.
20 at 828-29 (citations omitted).

21 2. In Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc., 908 F.3d
22 313, 343 (8th Cir. 2018), the jury found for the plaintiff on legal intellectual property claims,
23 but the bench subsequently applied the equitable defenses of laches and acquiescence.
24 The appellate court reversed, holding "[t]o bind the district court's equitable powers, a
25 jury's findings must be on an issue 'common' to the action's legal and equitable claims;
26 otherwise, the court is free to treat the jury's findings as 'merely advisory'" Id.
27 Further, "[i]f the jury's findings were on a common issue, the court, in fashioning equitable
28 relief, may take into account facts that were not determined by the jury, but it may not

1 base its decision on factual findings that conflict with the jury's findings." Id. at 344
2 (citations omitted); see also Haynes Trane Serv. Agency, Inc. v. Am. Standard, Inc., 573
3 F.3d 947, 959 (10th Cir. 2009) (noting a court cannot grant equitable relief on facts rejected
4 explicitly or implicitly by a jury verdict); Avitia v. Metro Club of Chicago, Inc., 49 F.3d
5 1219, 1231 (7th Cir. 1995) ("[A] judge who makes equitable determinations in a case in
6 which the plaintiff's legal claims have been tried to a jury is bound by any factual findings
7 made or inescapably implied by the jury's verdict.").

8 3. Among prescribed form and content, an accounting must provide a
9 beneficiary with the ability to evaluate his or her interests. NRS 165.135(3). See also NRS
10 153.041. The cost of preparing an accounting is presumptively borne by the trust. NRS
11 165.1214(5). Unless acting in good faith, a trustee can be personally liable for failing to
12 provide an accounting. NRS 165.148. A beneficiary may petition the court to order a
13 trustee to perform his or her accounting duties. NRS 165.190. This Court may order a
14 trustee's compensation be reduced or forfeited, or enter other civil penalty, when a trustee
15 fails to perform his duties. NRS 165.200.

16 4. The trustees' just and reasonable expenses are presumptively governed by
17 the trust instruments and borne by the trust. However, this Court has authority to review
18 and settle the trustees' expenses and compensation. NRS 153.070. This Court may also
19 reduce a trustee's compensation or order a trustee to pay a beneficiary's reasonable
20 attorneys' fees and costs when the beneficiary compels redress for a breach of trust or
21 compliance with trust terms. NRS 153.031(3). See also In re Estate of Anderson, No.
22 58227, 2012 WL4846488 (Oct. 9, 2012). This Court may order the trust expenses defending
23 against a beneficiary's successful claims be borne by a trustee individually. NRS 18.090.
24 See also Estate of Bowlds, 120 Nev. 990, 1,000, 102 P.3d 593, 600 (2004) (concluding
25 payment of attorney's fees from trust assets only when litigation generally benefits the
26 trust); NRS 153.031(3)(b) (stating if court grants relief to petitioner, it may order trustee to
27 pay fees and costs); RESTATEMENT (THIRD) OF TRUSTS § 100 (2012) (examining denial of
28 compensation to breaching trustee).

1 5. NRS 163.00195 governs no-contest provisions. It begins by emphasizing this
2 Court's duty to enforce no-contest clauses to effectuate a settlor's intent. NRS 163.00195(1).
3 However, the statute then creates a wide exception when it provides a no-contest clause
4 must not be enforced when a beneficiary acts to enforce her legal rights, obtain court
5 instruction regarding proper administration, seeks to enforce the trustee's fiduciary duties,
6 or institutes and maintains a legal action in good faith and based on probable cause. NRS
7 163.00195(4). See also Matter of ATS 1998 Tr., No. 68748, 2017 WL3222533, at *4 ("[T]he
8 purpose of a no-contest clause is to enforce the settlor(s)' wishes, not to discourage a
9 beneficiary from seeking his or her rights."). A legal action is based on probable cause
10 when the facts and circumstances *available to the beneficiary*, or a properly informed and
11 advised reasonable person, "would conclude that the trust, the transfer of property into
12 the trust, any document referenced in or affected by the trust or any other trust-related
13 instrument is invalid." NRS 163.00195(4)(e) (emphasis added).

14 6. A trustee has a duty to act impartially, based on what is fair and reasonable
15 to all beneficiaries. Specifically, "the trustee shall act impartially in investing and
16 managing the trust property, taking into account any differing interests of the
17 beneficiaries." NRS 164.720(1). "[I]t is the trustee's duty, reasonably and without personal
18 bias, to seek to ascertain and to give effect to the rights and priorities of the various
19 beneficiaries or purposes as expressed or implied by the terms of the trust." RESTATEMENT
20 (THIRD) OF TRUSTS § 79 (2007).

21 7. "In all matters connected with [the] trust, a trustee is bound to act in the
22 highest good faith toward all beneficiaries and may not obtain any advantage over the
23 latter by the slightest misrepresentation, concealment, threat, or adverse pressure of any
24 kind." Charleson v. Hardesty, 108 Nev, 878, 882, 839 P.2d 1303, 1306 (1992) (quoting
25 Morales v. Field, 160 Cal.Rptr. 239, 244 (1980)).

26 8. This Court may remove a trustee for good cause, including breach of
27 fiduciary duties. NRS 156.070; NRS 163.115; NRS 163.190; NRS 163.180; NRS 164.040(2);
28 see also Diotallevi v. Sierra Dev. Co., 95 Nev. 164, 591 P.2d 270 (1979) (explaining court has

1 “full equitable powers” to redress breach of trust). Removal may be appropriate when
2 there is significant animosity between the trustee and a beneficiary, such that it has the
3 potential to materially interfere with the proper administration of the trust. Acorn v.
4 Monecchi, 386 P.3d 739, 760 (Wyo. 2016) (explaining the relevant question is whether
5 “hostility, in combination with existing circumstances, materially interferes with the
6 administration of the trust or is likely to cause that result”); In re Estate of Stuchlik, 857
7 N.W.2d 57, 70 (Neb. 2014) (stating a trustee cannot act impartially when “influenced by . . .
8 animosity toward individual beneficiaries”); BOGERT, LAW OF TRUSTS AND TRUSTEES § 129
9 (3d rev. ed. 2019) (explaining where there is potential for a conflict of interest to arise from
10 the dual status of a trustee who is also a beneficiary, removal of the trustee may be
11 appropriate); see also Dennis v. R.I. Hosp. Trust Nat. Bank, 571 F. Supp. 623, 639 (D.R.I.
12 1983) (discussing removal may be appropriate when the court could expect “that future
13 Trust transactions will be scrutinized by the beneficiaries” as a result of lengthy and
14 antagonistic litigation). Additionally, conflict between the trustee and beneficiary may
15 form a basis for removal when personal contact or collaboration is required for the
16 administration of the trust. Blumenstiel v. Morris, 180 S.W.2d 107, 109 (Ark. 1944). “The
17 purpose of removing a trustee is not to inflict a penalty for past action, but to preserve
18 trust assets.” Getty v. Getty, 205 Cal.App.3d 134, 140 (1988).

19 9. Attorney’s fees are not allowed to a prevailing party absent a contract,
20 statute, or rule to the contrary. See Smith v. Crown Fin. Servs., 111 Nev. 277, 890 P.2d 769
21 (1995) (analyzing the American and English rules regarding attorney’s fees and their
22 intersection with Nevada Law). NRS 18.010(2)(b) provides that this Court may award
23 attorney’s fees when it finds a claim was brought or maintained without reasonable
24 ground, or to harass the prevailing party. Pursuant to NRCP 68(a), “[a]t any time more
25 than 21 days before trial, any party may serve an offer in writing to allow judgment to be
26 taken in accordance with its terms and conditions.” If an offer is not accepted within the
27 prescribed time period, it will be considered rejected by the offeree. NRCP 68(e). If an
28 offeree rejects an offer and fails to obtain a more favorable judgment, “the offeree must

1 pay the offeror's post-offer costs and expenses, including . . . reasonable attorney fees, if
2 any be allowed, actually incurred by the offeror from the time of the offer." NRCP
3 68(f)(1)(B) (emphasis added).

4 10. "[T]he purpose of NRCP 68 is to encourage settlement . . . not to force
5 plaintiffs unfairly to forego legitimate claims." Beattie v. Thomas, 99 Nev. 579, 588, 668
6 P.2d 268, 274 (1983). To determine whether an award of fees is appropriate, a court must
7 consider and weigh the following factors: (1) whether the claim was brought in good faith;
8 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
9 amount; (3) whether the decision to reject the offer and proceed to trial was grossly
10 unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable
11 and justified in amount.⁶ Beattie, 99 Nev. at 588-89, 668 P.2d at 274. No one Beattie factor
12 is outcome determinative, and each should be given appropriate consideration. Yamaha
13 Motor Co., USA v. Arnoult, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673 n.16 (1998).

14 11. A proceeding concerning a trust "does not result in continuing supervisory
15 proceedings, and the administration of the trust must proceed expeditiously in a manner
16 consistent with the terms of the trust, without judicial intervention or the order, approval
17 or other action of any court, unless the jurisdiction of the court is [properly] invoked . . . as
18 provided by other law." NRS 164.015(7).

19 Equitable Issues

20 The following equitable issues and arguments are before this Court:

21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust
23 accountings without further examination, to include approval of trustees' fees, attorneys'

24
25 ⁶ When considering the fourth Beattie factor, the court must consider the Brunzell factors. See Shuette v.
26 Beazer Homes Holdings Corp., 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). These factors include the
27 following: "(1) the qualities of the advocate: his or her ability, training, education, experience, professional
28 standing, and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, time and
skill required, the responsibility imposed and the prominence and character of the parties where they affect
the importance of litigation; (3) the work actually performed by the lawyer: the skill, time, and attention
given to the work; and (4) the result: whether the attorney was successful and what benefits were derived."
Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 fees, and payment of other professional fees and administrative expenses.⁷ Wendy
2 opposes and asks this Court to order the trustees to prepare statutory compliant
3 accountings that disclose assets, values, transactions, and other acts of trust
4 administration. Wendy further argues that if the amended accountings are untimely or
5 noncompliant, this Court should find and remedy the trustees' breach of fiduciary duties.

6 The timing and form of accountings are prescribed by statute. But an accounting is
7 more than a formulaic compilation of data. An accounting is given to provide notice. Just
8 as facts in controversy vary from case to case, an accounting must be adjusted as the trust
9 estate requires. The trusts before this Court are complex because of the multiple layers of
10 entity and fractional ownership. They are further complicated by fluid and often
11 unknown values. This Court generally agrees with Wendy that the accountings fail to
12 provide adequate notice because they reveal only a portion of Sam's complex affairs – they
13 are mere pieces in a much larger puzzle and are ineffective when only reviewed in
14 isolation.⁸ Instead, the accountings created confusion and engendered suspicion. The
15 trustees attempted to answer Wendy's questions informally and made their professionals
16 available to answer Wendy's questions. But the accountings should have included more
17 explanatory details. The best example of how the accountings failed to provide actual and
18 adequate notice occurred when Todd testified Wendy could expect to receive \$4 million
19 from a variety of sources. While the trustees may have provided explanations through
20 accountants and settlement offers, Wendy's beneficial expectancy is not apparent from the
21 accountings or evidence of the trustees' pre-trial explanations.

22 However, this Court also notes that Wendy's complaints about the content and
23 general timing of the accountings were presented to the jury in the legal phase of trial and
24 are therefore facts common to the equitable claims. The jury presumably considered all
25 evidence when deliberating its verdict. The verdict is an express or implicit rejection of

26
27 ⁷ The relevant accountings are for the Issue and Family Trusts (April, 2013 through December, 2017) and
Wendy's subtrust (2013 – 2016).

28 ⁸ Wendy argues: "While in some circumstances, preparing and delivering accountings in the format
provided by NRS 165.135 may fully satisfy a fiduciary's requirement to account and fully disclose, that is not
and cannot be the case for these very complex trusts."

1 Wendy's complaints about the accountings. Accordingly, this Court will not provide
2 equitable relief regarding the accountings, which were constructively approved and
3 confirmed by the jury's verdict. In so doing, this Court does not countenance the trustees'
4 arguments that all accountings and disclosures complied with Nevada law, to include
5 NRS 165.135(4)(a), which allows for a statement prepared by a CPA containing summaries
6 of the information required by NRS 165.135(1). This Court simply orders that all litigation
7 regarding the accountings in existence at the time of the jury trial must end.⁹ The nature of
8 the accountings influence this Court's decision regarding attorneys' fees and the no-
9 contest provisions of the trust.

10 2. *Validity of the Agreements and Consents to Proposed Actions (ACPAs) and*
11 *Indemnification Agreements*

12 Todd as trustee of the Issue Trust, and Todd and Michael Kimmel as co-trustees of
13 the Family Trust, ask this Court to ratify and approve the ACPAs, thus relieving them of
14 liability for actions reasonably taken in reliance upon them. They (and Todd individually)
15 also ask this Court to affirm the indemnification agreements. Wendy opposes and asks
16 this Court to invalidate the ACPAs and rescind any transactions accomplished through
17 them. She also contests Stan and Todd's indemnification agreements and asks that any
18 transactions accomplished through them be invalidated and set aside. Each party presents
19 substantial arguments supporting their respective positions. This Court again returns to
20 the scope and content of the jury trial and the facts common to legal and equitable claims.
21 While the attorneys argued to the jury that this Court would decide the validity of the
22 ACPAs and indemnification agreements, each of the challenged documents and related
23 transactions were thoroughly presented and argued to the jury – including document
24 preparation, execution, and other formation irregularities. Thus, at least, the jury verdict is
25 an implicit rejection of Wendy's arguments.

26 Having considered all arguments, this Court concludes it will neither affirm nor

27
28 ⁹ The trustees may wish to modify the form of future accountings to provide better notice and explanations
to the beneficiaries. Otherwise, they risk objections this Court may be inclined to grant, including an award
of attorney's fees.

1 reject the ACPAs and indemnification agreements. They cannot be segregated from the
2 legal claims presented to the jury and now subsequently argued in support of equitable
3 relief. The jury constructively approved and affirmed the ACPAs and indemnification
4 agreements when it reached its verdict. The verdict prevents additional litigation and
5 precludes liability exposure for actions taken in reliance upon these documents. All claims
6 involving the disputed ACPAs and indemnification agreements shall end with the jury's
7 verdict. Nonetheless, the ACPAs and indemnification agreements also influence this
8 Court's decision regarding attorneys' fees and the no-contest provisions.

9 3. *Violation of the no-contest provisions of the trusts*

10 All trustees except Stan ask this Court to declare that Wendy violated the no-contest
11 provisions of the trusts when she initiated and maintained this litigation. Wendy opposes
12 and asks this Court to declare that Todd violated the no-contest provisions when he filed
13 the initial petition and later moved to dismiss her litigation. The trustees' request deserves
14 analysis, whereas Wendy's request is retaliatory and made with little legal basis or
15 support from the trust instruments.

16 Wendy sought to enforce her rights, obtain instructions, and remedy a breach of
17 fiduciary duties. The jury agreed that Todd breached his fiduciary duties. Further, based
18 upon the information she possessed, she had probable cause to seek invalidation of
19 transfers and other acts of trust administration. This Court must distinguish between the
20 *existence* of probable cause for initiating and maintaining this action with the manner in
21 which the probable cause was *litigated*. As noted elsewhere, Wendy and Stan had
22 probable cause to seek answers to questions raised by the accountings and other events of
23 trust administration. Thus, while Wendy's litigation zeal and overreaching jury demand
24 may implicate Sam's intention to disincentivize litigation, Wendy's legal actions were
25 authorized and do not create a bar to her beneficial rights.

26 4. *Unjust enrichment and constructive trust*

27 Wendy asks this Court to impress a constructive trust to cure unjust enrichment
28 caused by fraud, breach of fiduciary duty, and self-dealing. Todd, Stan, and the trustees

1 make several arguments in opposition to Wendy's request. This Court disagrees with
2 Wendy's position. Wendy's allegations of misconduct, document impropriety, and self-
3 dealing underlying her request for equitable relief are inseparable from the legal claims
4 she presented to the jury. Wendy has been awarded damages for Todd's breach of
5 fiduciary duties. Any other equitable relief would constitute double recovery and alter the
6 jury's verdict in violation of the Seventh Amendment and its interpretative decisions.

- 7 5. *Removal of trustees*
8 *Disgorgement of trustee fees*
9 *Use of trust funds to initiate petition and defend against Wendy's counterpetition*
 Award of attorneys' fees

10 Wendy relies upon her same arguments when asking this Court to remove the
11 trustees, order the trustees to disgorge trustee fees, and deny the use of trust funds to
12 present their petitions and defend against her counterpetition. The parties present
13 substantial authorities and arguments (and other moving papers) relating to attorneys'
14 fees.

15 There is no basis to consider the removal of any trustee except Todd. The two bases
16 to remove Todd are 1) the jury's verdict that Todd breached his fiduciary duties, and 2)
17 this Court's observation that Todd's neutrality is conflicted by his own interests and
18 animus towards Wendy. This Court concludes removal would be unjust and
19 incommensurate for several reasons: 1) Todd is Sam's designated and preferred trustee, 2)
20 other trustees will diffuse Todd's conflicts and reduce the personal contact between Todd
21 and Wendy, 3) the remedy against Todd's breaches and conflicts are made through other
22 orders regarding attorneys' fees, disgorgement of trustee's fees, and inapplicability of the
23 no-contest provisions, 4) Todd's own affairs are inseparable from trust administration and
24 his removal as trustee will not sever him from trust business; he will remain involved in
25 Jaksick family affairs through his ongoing management and ownership of several other
26 related entities, 5) the expenses of removing Todd and educating a successor trustee
27 would be expensive and inefficient, and 6) Wendy's suggestion that a commercial trustee
28 serve as successor trustee for all trustees is neither warranted nor workable.

 However, based upon the jury's verdict that Todd breached his fiduciary duties

1 (and secondarily, this Court's findings about the timing and content of the accountings),
2 this Court grants Wendy's request that Todd disgorge or disclaim all trustee's fees from
3 the inception of his trusteeship through the date when final judgment is entered. The
4 amount disgorged or otherwise forfeited may serve as an offset against the 25% of
5 trustees' attorneys' fees Todd is ordered to pay, as set forth below. This Court confirms
6 trustee fees to all other trustees.

7 There are several requests regarding attorney's fees as a trust expense. This Court's
8 discretionary resolution of the fees requests is bound by all facts of record and influenced
9 by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement
10 agreement between Todd and Stan) and uncertainties created by notarial malfeasance.

11 This Court first orders that Stan Jaksick and Michael Kimmel's attorneys' fees be
12 chargeable to the trust and paid from trust corpus. This Court's decision regarding
13 Wendy and Todd's fees (both as trustee and individually) are more complicated. There
14 are competing facts and legal principles, which this Court analyzes in the aggregate and
15 not in isolation. In particular, the NRCP 68 request cannot be considered narrowly, but
16 instead, must be viewed by a totality of the case proceedings and statutory authorities
17 governing trustees. There are several options before this Court:

- 18 - Order the trust to pay all, some, or none of Wendy's fees
19 because she successfully obtained a verdict that Todd breached
20 his fiduciary duties as trustee.
- 21 - Order the trust to pay all, some, or none of the fees Todd
22 incurred as trustee because, even though he breached his
23 fiduciary duties, he qualitatively and quantitatively prevailed
24 against other claims asserted by Wendy.
- 25 - Order Wendy to pay fees Todd incurred because she brought
26 or maintained her action without reasonable grounds or to
27 harass.
- 28 - Order Wendy to pay fees Todd incurred as trustee of the Issue
Trust because she rejected his \$25,000 offer of judgment.
- Order Wendy to pay fees Todd incurred individually because

1 she rejected his \$25,000 offer of judgment.

- 2 - Discretionarily decline to order Wendy to pay fees pursuant to
3 the offers of judgment.

4 On August 29, 2018, Todd offered Wendy to have judgment entered against him
5 individually in the amount of \$25,000. He also offered Wendy to have judgment entered
6 against him as trustee of the Issue Trust in the amount of \$25,000. The jury did not make
7 any adverse findings against Todd individually, but it concluded Todd breached his
8 fiduciary duties as trustee and awarded \$15,000 to Wendy. With adjustments for interest,
9 the amount Wendy will receive is almost indistinguishable from the \$25,000 Todd offered
10 as trustee. To the extent there is a *de minimis* distinction, the difference is not enough in a
11 dispute that incurred several million dollars of fees and involved tens of millions in
12 controversy.

13 An offer of judgment must be an authentic attempt to settle a dispute. The offer of
14 judgment benefit is not automatically conferred. Instead, this Court must carefully
15 analyze the offer and discretionarily apply it to the unique facts of each case. This Court
16 and counsel are familiar with the American Rule of attorneys' fees and discretionary
17 application of NRCP 68. This Court's discretion exists to encourage parties to convey
18 legitimate offers to resolve their disputes. Of course, judicial discretion is controversial to
19 those who are aggrieved, and it is unpredictable to all.

20 On one side, offers that are appropriate in time and amount will cause the non-
21 offering party to become realistic and engage in genuine risk/benefit analyses. These
22 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
23 disputes before trial, they should be in an amount the non-offering party cannot decline in
24 good faith. Defendants who perceive no liability exposure chafe against making time- and
25 amount-appropriate offers because they resent the payment of any money to a party they
26 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
27 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
28 settlement--they are strategic devices to shift the risk of fees by offering illusory

1 consideration to end litigation.

2 This Court's discretion is guided by the unique facts and procedural history of this
3 case. This Court analyzes the Beattie factors as follows:

4 *Whether Wendy's claims were brought in good faith?* Wendy believed in good faith that
5 she suffered damages from Todd's individual and fiduciary misconduct. She trusted the
6 court system and exercised her constitutional right to jury trial. This Court concludes that
7 Wendy's claims against Todd as trustee of the Issue Trust were brought in good faith.
8 Wendy's concerns are countenanced, in large part, by the questions raised by the
9 accountings, Stan's separate allegations against Todd, document anomalies, and the optics
10 of Todd's disproportionate benefit from Sam's business and trust affairs. The good-faith
11 nature of Wendy's claims against Todd individually are more difficult to discern. In the
12 final analysis, Wendy had some cause to initiate the claims against Todd individually, but
13 as discovery progressed, Wendy's cause to pursue Todd individually diminished. This
14 factor weighs slightly in Wendy's favor regarding the Issue Trust offer of judgment and is
15 neutral regarding Todd's individual offer of judgment.¹⁰

16 *Whether Todd's offers were reasonable and in good faith in both timing and amount?* This
17 Court has wrestled with the question of whether the offers of judgment were brought in
18 good faith in both timing and amount. These offers of judgment were made six months
19 after Wendy filed her amended counter-petition, when discovery was still in its infancy.
20 This Court concludes the amounts offered were neither good faith/reasonable nor
21 strategic bad faith/unreasonable. They fall within the continuum between those two
22 categories. Todd knew, or should have known, the fees incurred through continuing
23 litigation alone would substantially overshadow the offered amounts. Todd knew, or
24 should have known, that Wendy would never accept \$25,000 to resolve her claims against
25 him as trustee of the Issue Trust.

26 However, Todd also had cause to believe he would prevail at trial, a fact now
27

28 ¹⁰ Because this Court finds Wendy brought her claims in good faith, this Court concludes fees under NRS
18.010(2)(b) are not warranted.

1 proven with respect to the claims against him individually. Todd's subjective belief about
2 the strength of his position is legally relevant. "[W]here the offeror has a reasonable basis
3 to believe that exposure to liability is minimal, a nominal offer is appropriate." Arrowood
4 Indem. Co. v. Acosta, Inc., 58 So. 3d 286, 289 (Fla. Dist. Ct. App. 2011) (discussing the good
5 faith prong of an offer of judgment from a Florida statute analogous to NRCP 68). At the
6 time Todd made his individual offer, Wendy had been unable to present coherent facts
7 underlying her claims against him personally. He therefore had reason to believe
8 Wendy's claims against him individually were weak or lacked merit. See Beach, 958 F.
9 Supp. at 1171 (holding defendant's offer was reasonable even though plaintiff's alleged
10 damages exceeded the offer's amount "given the weaknesses defendant perceived in
11 plaintiff's case."); see also Scott-Hop v. Bassek, Nos. 60501, 61943, 2014 WL 859181 at *6
12 (Feb. 28, 2014) (holding reasonable an offer of \$25,000 even though plaintiff's alleged
13 medical expenses were over \$150,000 because of the uncertainty of plaintiff's case and
14 defendant's summary judgment motion); Max Bear Productions, Ltd. v. Riverwood
15 Partners, LLC, No. 3:09-CV-00512-RCJ-RAM, 2012 WL 5944767 (D. Nev. Nov. 26, 2012)
16 ("The token \$1,000 offer may appear to have been made simply for the procedural purpose
17 of preserving rights to fees . . . should Defendant win a judgment. However, the
18 weaknesses of Plaintiff's case made this token offer reasonable."); Arrowood, 58 So. 3d at
19 289-90 (holding a court is required to consider an offeror's subjective belief that an offer is
20 reasonable and not just objective factors).

21 This Court concludes the second factor to consider is neutral regarding the Issue
22 Trust and does not inure to any party's favor or disfavor. Todd hoped he would prevail at
23 trial, but given the financial and documentary complexity, discovery delays and disputes
24 (including Todd's continued depositions long after the offers of judgment were made), the
25 untimely accountings, incomplete discovery, and the amounts in controversy, the offer
26 does not appear to be made with the good-faith intention of settling Wendy's claims. In
27 contrast, Todd's offer to settle Wendy's claims against him individually for the payment of
28 \$25,000 appears more reflective of the circumstances and was made with a good-faith

1 intention to settle the claims. Thus, this factor favors Todd individually.

2 *Whether Wendy's decision to reject the offer and proceed to trial was grossly unreasonable*
3 *or in bad faith?* Wendy's decision to reject Todd's offer as trustee of the Issue Trust was not
4 grossly unreasonable or in bad faith. The offer arrived early in discovery. Wendy had
5 incurred substantially more in fees than the offered amount and she was entitled to
6 examine her legal position after discovery was received. In contrast, her decision to reject
7 Todd's individual offer is less reasonable, yet this Court cannot conclude her rejection was
8 grossly unreasonable or made in bad faith. Her decision was simply unwise in retrospect
9 and she cannot now be relieved of its consequences. This third factor weighs in favor of
10 Wendy regarding the Issue Trust and is neutral regarding Todd's personal liability.

11 *Whether the fees sought are reasonable and justified in amount?* Todd's individual and
12 trustee attorneys are experienced in law and trial. They have exemplary records of service
13 in our legal community and they obtained a positive outcome for their clients. After
14 considering each of the Brunzell factors, this Court finds the fees sought by Todd
15 individually from the date of the offer are reasonable in light of his experienced and
16 effective attorneys, duration and scope of litigation, and the result obtained. However,
17 the aggregate fees this Court expects Todd to seek as trustee of the Issue Trust are not
18 justified when the offered \$25,000 is compared to the jury verdict. Shifting substantial
19 attorneys' fees to Wendy is unjustified in this instance. Regarding Todd's individual fees,
20 the amounts are reasonable and justified when charged against Wendy. This factor is
21 neutral with respect to the Issue Trustee offer and favors Todd with respect to his
22 individual offer of judgment.

23 For these reasons, this Court orders as follows:

- 24 a. The trusts shall pay 100% of the fees incurred by their attorneys in
25 representation of the trustees. However, Todd shall reimburse the
26 trusts from his personal resources for 25% of the amount paid because
27 the jury determined he breached his fiduciary duties. Provided,
28 however, Todd is entitled to reduce this 25% personal obligation by

1 the amount of trustee's fees he is ordered to disgorge.

- 2 b. Wendy is *not* required to pay fees Todd incurred as trustee because
3 she rejected the \$25,000 offer of judgment.
- 4 c. Wendy *shall* pay 100% of fees Todd incurred individually from the
5 date the offer of judgment was made. Provided, however, Todd shall
6 be Wendy's judgment creditor and have no greater access to payment
7 than any other judgment creditor. Todd may attach or anticipate
8 Wendy's distributive share only if there are no spendthrift provisions
9 within the trust instruments that prohibit such creditor collection
10 efforts. If such spendthrift provisions exist, distributions shall be
11 made to Wendy and Todd may seek collection efforts against Wendy
12 personally, subsequent to the distribution. The trustees (including
13 Todd) shall carefully measure Todd's rights as an individual
14 judgment creditor with their fiduciary duties owed to Wendy as a
15 beneficiary.
- 16 d. The Trusts shall pay a combined attorneys' fee of \$300,000 to Wendy's
17 attorneys for prevailing in the claim against Todd for breach of
18 fiduciary duties. This payment shall be made directly to Wendy's
19 attorneys without Wendy's signatory participation as a client or trust
20 beneficiary.
- 21 e. All fees ordered shall be treated as general trust administration
22 expenses and not allocated to any beneficiary's distributive share.
- 23 f. Todd is not required to indemnify the trust for the \$300,000 payable to
24 Wendy's attorneys because he is already ordered to pay 25% of the
25 aggregate fees incurred in representation of the trustees.
- 26 g. The request for oral arguments is denied.

27 **Other Issues**

- 28 1. *Second supplement to first amended counterpetition*

1 On May 9, 2019 (after the legal phase of trial but before the equitable trial), Wendy
2 filed a Second Supplement to her First Amended Counterpetition in which she continued
3 her theme about untimely accountings. Wendy asks this Court to consider the new fact
4 allegation the Family Trust co-trustees failed to prepare and deliver accountings for the
5 Family Trust and Wendy Subtrust for the period from January 1, 2018, to December 31,
6 2018. She requests the production and delivery of these accountings and asks that the
7 trustees be sanctioned. The trustees (including Todd and Stan individually) moved to
8 strike Wendy's supplement because it was filed after the August 2, 2018, deadline to file
9 motions to amend pleadings and violated NRCP 15(d).¹¹ The 2018 accountings were
10 provided to Wendy in early July, 2019, thus rendering Wendy's request to compel moot.

11 It appears the accountings were untimely and this Court agrees Wendy could not
12 have filed the supplement until after the deadline for providing the 2018 accountings had
13 passed. However, the 2018 accountings are not part of the underlying litigation. This
14 Court declines Wendy's invitation to enlarge this litigation to satisfy judicial economy.
15 This litigation is bounded by the pleadings and cannot remain an open receptacle to
16 receive real-time allegations of inappropriate trust administration. The supplement is
17 stricken as beyond the scope of claims before this Court. Wendy may file a separate action
18 challenging the timing and content of the 2018 accountings if she is so inclined. This Court
19 neither encourages nor discourages such litigation.

20 2. *The Lake Tahoe property*

21 Though not placed within a certain claim for relief within her pleadings, Wendy
22 asks this Court to rescind all transactions involving the Lake Tahoe home and restore title
23 to the SSJ LLC, which was 100% owned by the Family Trust. Wendy continues to
24 overwhelm this Court with repetitive and lengthy arguments about the option
25 agreements, forgery, fraud, fiduciary duties, unjust enrichment, trustor intentions,
26 consideration, etc. All of Wendy's arguments were presented to the jury and rejected in
27

28 ¹¹ Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

1 the jury's verdict. This Court will not enter any order granting relief to Wendy regarding
2 the Lake Tahoe home.

3 3. *Future distributions*

4 On July 23, 2019, Wendy filed an Emergency Motion to Compel Distribution from
5 the Family Trust. She alleged she was being evicted from her home in Texas and needed
6 money to relocate to either Arizona or Reno. Wendy asked this Court to order the trustees
7 of the Family Trust to distribute \$6,000 for a deposit on a new apartment and \$5,000 per
8 month for living expenses. Wendy further asks this Court to advise the trustees regarding
9 the schedule of other distributions for living expenses. Wendy's motion is denied. This
10 Court will not supervise trust administration on an ongoing basis. It will not provide
11 advisory guidance or otherwise order the trustees regarding administration and
12 distributions. Instead, it will adjudicate disputes through normal judicial processes.
13 Wendy may initiate separate litigation if she is so inclined.

14 4. *Costs.*

15 Todd Jaksick as an individual, Duck Lake Ranch, LLC, and Incline TSS, are the
16 prevailing parties entitled to statutory and reasonable costs. All other parties may file cost
17 memoranda as authorized by law.

18 **Conclusions**

19 1. This Court does not confirm the accountings. However, the substance of the
20 accountings were presented to the jury and fall within the jury's verdict. Thus, this Court
21 will not allow additional litigation as to any accounting that formed the basis for Wendy's
22 legal claims. All future accountings shall be timely and formulated to provide the
23 beneficiaries with adequate notice of values, transactions, and other acts of trust
24 administration. The trustees are authorized to pay, at Wendy's request, a portion of
25 Wendy's distributive shares to Wendy's designated financial professional who will assist
26 her to understand the accountings and interact with the trustees.

27 2. This Court does not confirm the ACPAs or indemnification agreements.
28 However, the substance of the ACPAs and indemnification agreements were presented to

1 the jury and fall within the jury's verdict. This Court will not allow additional litigation as
2 to any of the ACPAs and indemnification agreements that formed the basis for Wendy's
3 legal claims.

4 3. The trustees' request to impose no-contest penalties against Wendy is
5 denied.

6 4. Wendy's claims for unjust enrichment and constructive trust are denied.

7 5. Todd is confirmed as trustee of Issue Trust and co-trustee of Family Trust.
8 All other trustees are also confirmed.

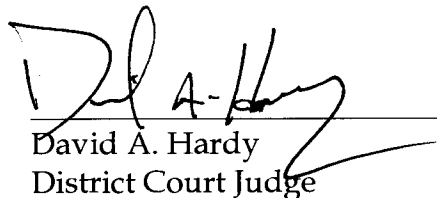
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject
10 to the fees award provisions.

11 7. This Court anticipates the parties will seek clarification and other relief
12 through additional motion work. The attorneys' fees provisions in this order reflect the
13 entirety of this Court's intentions regarding fees. This order also reflects the entirety of
14 this Court's intentions regarding all other pending matters.

15 8. Todd and the trustees may submit a proposed judgment consistent with the
16 jury's verdict and this order on equitable claims.

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

19
20
21 
22 David A. Hardy
23 District Court Judge
24
25
26
27
28

CODE: 2540

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * * * *

In the Matter of the Administration of the
SSJ ISSUE TRUST,

CASE NO.: PR17-00445

DEPT. NO.: 15

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

CASE NO.: PR17-00446

DEPT. NO.: 15

Respondent and Counter Petitioner,
v.

TODD B. JAKSICK, Individually, as Co-Trustee
of the Samuel S. Jaksick, Jr. Family Trust, and as
Trustee of the SSJ's Issue Trust, MICHAEL S.
KIMMEL, Individually and as Co-Trustee of the
Samuel S. Jaksick, Jr. Family Trust, and
STANLEY S. JAKSICK, Individually and as Co-
Trustee of the Samuel S. Jaksick, Jr. Family
Trust, Kevin Riley, Individually and as former
Trustee of the Samuel S. Jaksick, Jr. Family Trust
and Trustee of the Wendy A. Jaksick 2012 BHC
Family Trust,

Petitioners and Counter-Respondents.

STANLEY JAKSICK,
Respondent and Counter-Petitioner,
v.

TODD B. JAKSICK, Individually and as Trustee
of the Samuel S. Jaksick Jr. Family Trust and
SSJ's Issue Trust.

NOTICE OF ENTRY OF ORDER

1 PLEASE TAKE NOTICE that an Order After Equitable Trial was entered in the above-
2 entitled matter on March 12, 2020. A copy of the Order is attached hereto.

3 **Affirmation**

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

6
7 DATED: March 17, 2020

8 McDONALD CARANO

9
10 By /s/ Adam Hosmer-Henner
Adam Hosmer-Henner, Esq.
100 West. Liberty Street, 10th Floor
11 Reno, Nevada 89501

12 *Attorneys for Stanley Jaksick,*
13 *Co-Trustee of the Family Trust*
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD CARANO and that on March 17, 2020, I served the within NOTICE OF ENTRY OF ORDER on the parties in said case by electronically filing via the Court's e-filing system. The participants in this case are registered e-filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF system, and parties may access this filing through the Court's CM/ECF system.

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

DATED: March 17, 2020.

By /s/ Jill Nelson
Jill Nelson

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

In the Matter of the Administration of the Case No. PR17-00445
SSJ'S ISSUE TRUST.

_____ /

CONSOLIDATED
In the Matter of the Administration of the Case No. PR17-00446
SAMUEL S. JAKSICK, JR. FAMILY TRUST. Dept. No. 15

_____ /

ORDER AFTER EQUITABLE TRIAL

On August 2, 2017, the trustees of the SSJ's Issue Trust ("Issue Trust") and the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") filed Petitions for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.¹ October 10, 2017, Wendy Jaksick filed an Opposition and Objection to the Petition. On January 19, 2018, Wendy filed a Counterpetition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief, which was subsequently amended on February 23, 2018. Family Trust co-trustee Stan Jaksick filed an Objection to Approval of Accountings and Other Trust Administration Matters on October 10, 2017. Todd Jaksick, as trustee of the Issue Trust

¹ Family Trust co-trustee Stan Jaksick did not join in the petitions.

1 and co-trustee of the Family Trust, and Michael Kimmel as co-trustee of the Family Trust,
2 are represented by Donald Lattin and Carolyn Renner. Todd is represented in his
3 individual capacity by Kent Robison. Mr. Robison also represents Duck Lake Ranch, LLC,
4 Incline TSS, Ltd., and Sammy Supercub, LLC. Stanley Jaksick, as co-trustee of the Family
5 Trust, is represented by Adam Hosmer-Henner and Philip Kreitlein. Wendy is
6 represented by Mark Connot and Kevin Spencer.

7 1. This Court presided over a jury trial on legal claims between February 14,
8 2019, and March 4, 2019. The jury concluded Todd breached his fiduciary duty as trustee
9 and awarded damages of \$15,000. The jury found no other trustee breached any fiduciary
10 duty. In addition, the jury found Wendy had not proven her claims for 1) civil conspiracy
11 and aiding and abetting, 2) aiding and abetting breach of fiduciary duty, or 3) fraud
12 against any counter-respondent whether individually or as trustee. The jury did not find
13 any counter-respondent acted with fraud, oppression, or malice.

14 2. On May 13, 2019, this Court began a bench trial to resolve the remaining
15 equitable claims. By stipulation, the parties submitted written closing trial statements and
16 replies. This Court authorized supplemental briefing on a narrow issue related to Exhibit
17 561. This Court has considered all briefs and evidence admitted during the equitable trial
18 (including many exhibits previously admitted at jury trial).² This Court is aware that
19 disagreements continue and Wendy alleges ongoing breaches of fiduciary duties, as
20 illustrated by the moving papers relating to post-trial costs, the 2018 annual accountings,
21 and distribution guidance. It now finds and orders as follows:

22 General Findings

23 1. As a factfinder, this Court is authorized to consider its everyday common
24 sense and judgment, and determine what inferences may be properly drawn from direct
25 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d

26
27 ² On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

1 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

2 2. The facts presented in support of the equitable claims inextricably overlap
3 with the legal claims presented to the jury. Despite how the claims are pled, Wendy is
4 attempting to retry her case to obtain a second review of similar facts and an outcome
5 different from the jury verdict.³ This Court may or may not have reached the same
6 decision as the jury. Regardless, it has no authority to dilute or otherwise modify the
7 jury's verdict.

8 3. The file materials compose more than 17,000 pages. There were more than
9 300 separate pleadings, motions, oppositions, replies, joinders, and other substantive
10 papers filed in this proceeding. The parties produced tens of thousands of documents
11 before trial and marked 677 exhibits for the two trials, of which 227 were admitted. The
12 substantive papers (with exhibits and transcripts) filed since the jury's verdict compose
13 more than 4,000 pages. This Court has read and re-read the pending moving papers, to
14 include exhibits and transcripts. It has analyzed every argument presented and carefully
15 studied the cited authorities. It cannot synthesize the competing moving papers, exhibits,
16 and arguments into a single coherent order. It cannot resolve the arguments in minutia.
17 Therefore, this Court elects to make general findings, which are substantially supported by
18 the evidence of record.

19 4. This Court regrets some of its more direct findings, which it must disclose to
20 support its discretionary resolution of equitable claims.

21 5. Sam Jaksick created substantial wealth during his life but his leveraged
22 estate was compromised by the "great recession" during the last season of his life. Sam's
23 estate is exceedingly complex because he used tens of different corporate entities as
24 holding companies for his wealth. Sam also partnered with non-family business entities.

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his

26
27 ³ On January 3, 2018, Wendy demanded a jury trial on all legal claims. Wendy demanded a jury – at least in
28 part – because she likely suspected a judge's comprehensive, studious examination of all evidence would not
result in the \$80 million compensatory damages and additional punitive damages she asked the jury to
award. This Court honors Wendy's unfettered constitutional right to a jury trial but it will not re-visit the
identical facts to arrive at a different outcome for Wendy.

1 children, despite their different strengths, weaknesses, and personalities. Wendy did not
2 transition well into adulthood and Sam was aware of her inability to provide for herself.
3 Wendy does not understand financial complexities. Sam was more confident in Stan and
4 Todd as he worked with them during his life and designated them to continue
5 participating in his estate and business affairs after his death. Stan's trial participation was
6 not lengthy but he appears to enjoy some financial fluency and business sophistication.
7 Stan also presented as a credible witness and thoughtful sibling. While Todd is most
8 familiar with Sam's business and trust affairs, he is only marginally sophisticated as a
9 trustee. He regularly deferred to the knowledge and expertise of others.⁴ Todd also
10 presented as conflicted by his own interests, influenced by his animus towards Wendy,
11 and confused about his duties as a neutral trustee.

12 7. Sam's estate plan evolved over the years, and its last iteration was influenced
13 by debt, tax avoidance, asset protection, and planning around Stan's divorce. Both Sam
14 and Todd were exposed to personal liabilities on substantial debts Sam had incurred.
15 Some of the estate documents were created in haste because of Sam's heart illness and
16 surgery in December, 2012. (Sam survived his heart illness and tragically died in a water
17 accident in 2013). Some of the 2012-13 estate planning documents are disorganized,
18 internally inconsistent, and complicated by notarial mischief or neglect. This Court was
19 particularly troubled by the notary's abdication of statutory responsibilities, which was an
20 influencing fact in the litigation Wendy pursued. Notaries are given great authority and
21 their actions induce reliance. The notary at issue fell below the statutory standards. This
22 finding alone warrants a substantial financial consequence upon the trust, which this
23 Court includes in its analysis of the no-contest penalty and attorneys' fees requests.

24 8. Todd's participation in Sam's estate beginning in 2012 can be viewed
25 through two opposing lenses: he was either a disconnected participant who yielded to his
26

27 ⁴ This Court understands jury instruction no. 11, which does not alter the fact that Todd struggled under the
28 shadow of his father's business acumen. The dynamic of Todd relying on professionals regarding the
accountings, while the professionals provided accountings with disclaimers and hyphens, created
uncertainty (or at least the appearance of uncertainty) about transactions, values, and who was ultimately
responsible for acts and accountings of trust administration.

1 father's wishes, or he was a subtly strategic participant who enriched himself to the
2 detriment of his siblings. These opposing possibilities are relevant only to understand
3 how this dispute became so bitter. This Court is inclined to find Todd was the former
4 rather than the latter, but regardless, Stan and Wendy had cause to seek answers to
5 questions created by document anomalies, inadequate disclosures, and transactions
6 inuring to Todd's benefit.

7 9. This action began when Stan, Wendy, and Todd were opposed to each other.
8 The dispute was exacerbated by inadequate information and self-interested perspectives.
9 Some of the more personal allegations among siblings reveal a family influenced by
10 misperceptions and individual interests. Wendy was particularly personal in her
11 allegations, the worst of which were harassing, vexatious, and without factual basis. There
12 were at least seven lawyers zealously advocating for their clients, which further
13 entrenched the siblings against each other. The children chose litigation over compromise
14 to work through the complexities of Sam's estate and their disparate financial
15 circumstances. With more effortful disclosures, neutral access to information, and a little
16 sibling patience, they *might* have worked through the messiness of Sam's estate to reach a
17 non-litigation resolution. Instead, the children sued each other, with Todd and Stan
18 settling their dispute just days before the jury trial began. Despite the settlement, this
19 Court is aware of the allegations Stan made against Todd in his deposition and trial
20 testimony. The settlement does not extinguish Stan's pleading allegations and
21 testimony – it merely reflects Todd and Stan's strategic and well-advised decision to
22 compromise their claims before trial. The settlement worked to Wendy's trial detriment,
23 yet she chose trial over settlement and must now accept the consequences of her choice.
24 Stan's allegations and testimony are relevant to contextualize the legal and equitable
25 claims, particularly the request to impose a no-contest penalty and for attorneys' fees
26 under NRS Chapter 18 and NRCP 68.

27 10. Todd and Stan contend they made every effort to avoid litigation but could
28 not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly

1 accurate, as Wendy's litigation position and trial demand were influenced more by animus
2 and avarice than by a desire for balanced justice. In particular, Wendy's \$80 million jury
3 demand revealed her overreach. However, Wendy's litigation zeal does not extinguish
4 her probable cause to seek answers and formulate claims based upon the information she
5 had at the time — the same information that led to Stan's allegations against Todd.

6 11. Throughout trial this Court reflected upon how Sam would respond if he
7 observed his children spending millions of dollars litigating his estate. The parties
8 repeatedly invited this Court to consider Sam's testamentary intentions. Responding to
9 that invitation, this Court has wondered how Sam would react to see his estate
10 disproportionately allocated among his children. There is no way to know how or if Sam
11 would have enlarged Wendy's beneficial interests if he survived the economic recovery.
12 Sam loved Wendy despite her issues, and this Court suspects Sam would have continued
13 his pattern of lifetime largesse in favor of his troubled daughter. But suspicion and
14 speculation are beyond this Court's authority. Death arrives at its own inconvenient time
15 and none can alter its consequences. Wendy is simply without her paternal benefactor and
16 is susceptible to the trustees' actions as governed by documents and transactions Sam
17 approved during his life.

18 12. The trustees' initial petitions were predicated upon accountings that
19 provided inadequate information. The accountings were untimely, and even if technically
20 compliant with the statutes, they failed to provide full and fair notice to Wendy as a
21 beneficiary. This Court acknowledges the trustees attempted to answer Wendy's
22 questions by making their CPA and lawyers available to Wendy, but there is only
23 marginal evidence in the record the trustees invested their own personal efforts to satisfy
24 Wendy's concerns. At some point the trustees' responses became form over function.
25 Todd particularly grew weary of Wendy, which affected his neutral trusteeship, as
26 illustrated by his hope to satisfy Wendy's beneficial interests at a discount that inured to
27 his benefit. In response, Wendy initiated scorched-earth litigation grounded in
28 entitlement and limited self-awareness. This Court cannot now alter the consequences of

1 the trust administration and litigation choices that precede this order.

2 13. Wendy's legal and equitable claims are grounded in the same common facts
3 and are exceedingly difficult to segregate. As this Court reviewed the hundreds of pages
4 of written arguments relating to the equitable claims, it was taken back to the evidence
5 and arguments presented to the jury. Through the misty fog of painfully voluminous
6 allegations and varied claims, the core of Wendy's complaint is that Todd breached his
7 fiduciary duties by self-dealing and failing to disclose information relevant to Wendy as a
8 beneficiary. No matter how Wendy frames or argues her equitable claims, she asks this
9 Court to remedy the identical facts and transactions she placed before the jury. This Court
10 must look to the substance of the claims, not just the labels used in the pleading document.
11 Nev. Power Co. v. District Court, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004).

12 14. The complexity of Sam's estate warranted extraordinary disclosures,
13 explanations, and compliance with discovery rules. There were significant discovery
14 disputes, such that this Court created a schedule for recurring access to the Discovery
15 Commissioner. This Court also ordered the production of disputed discovery. Discovery
16 continued to the very eve of trial and Wendy was still attempting to discern her beneficial
17 interests when trial began.

18 15. There were several sports references and metaphors argued to the jury.
19 Consistent with that theme, Wendy "swung for the fences" when she asked the jury to
20 award \$80 million to her (plus punitive damages), an amount that exceeds the evidentiary
21 value of this estate and would deprive Todd and Stan of any beneficial interests. She now
22 seeks a "mulligan" by re-arguing to this Court what was over-argued to the jury.⁵ The
23 jury found that Todd breached his fiduciary duties but only awarded \$15,000 to Wendy. It
24 found against Wendy on all other claims and against all other counter-respondents. This
25 Court may have been authorized to award additional equitable relief upon the same facts

26
27 ⁵ To illustrate, Wendy argued in her omnibus opposition to the cost memoranda filed before the equitable
28 claims trial that "damages may still be awarded, transactions may be set-aside, further breaches of fiduciary
duty may be found, and the ACPAs and other documents may be found fraudulent or invalid, ab initio."
These were all claims and requests rejected by the jury.

1 if the jury found for Wendy on more claims and against more counter-respondents. But
2 constitutional and decisional authorities prevent this Court from entering a subsequent
3 order diluting or altering the jury's verdict.

4 16. Todd asks this Court to contextualize the \$15,000 as a *de minimis* award. This
5 Court will not infuse qualitative meaning into the jury's verdict. To do so would be
6 impermissible speculation. Todd breached his fiduciary duties to Wendy. And Wendy
7 was not awarded the damages she sought. These two facts are integral to this Court's
8 resolution of equitable claims and fees requests.

9 General Legal References

10 1. This Court cannot supplant or alter a jury's verdict by relying upon common
11 facts to reach a different outcome. See generally Lehrer McGovern Bovis, Inc. v. Bullock
12 Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032, 1038 (2008) (discussing special interrogatory
13 verdicts). In Acosta v. City of Costa Mesa, 718 F.3d 800 (9th Cir. 2013), the plaintiff
14 submitted his equitable claim for declaratory relief to the bench after the jury rejected his
15 legal claims. The court held "it would be a violation of the Seventh Amendment right to
16 jury trial for the court to disregard a jury's findings of fact. Thus, in a case where legal
17 claims are tried by a jury and equitable claims are tried by a judge, and the claims are
18 based on the same facts, in deciding the equitable claims, the Seventh Amendment
19 requires the trial judge to follow the jury's implicit or explicit factual determinations." Id.
20 at 828-29 (citations omitted).

21 2. In Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc., 908 F.3d
22 313, 343 (8th Cir. 2018), the jury found for the plaintiff on legal intellectual property claims,
23 but the bench subsequently applied the equitable defenses of laches and acquiescence.
24 The appellate court reversed, holding "[t]o bind the district court's equitable powers, a
25 jury's findings must be on an issue 'common' to the action's legal and equitable claims;
26 otherwise, the court is free to treat the jury's findings as 'merely advisory'" Id.
27 Further, "[i]f the jury's findings were on a common issue, the court, in fashioning equitable
28 relief, may take into account facts that were not determined by the jury, but it may not

1 base its decision on factual findings that conflict with the jury's findings." Id. at 344
2 (citations omitted); see also Haynes Trane Serv. Agency, Inc. v. Am. Standard, Inc., 573
3 F.3d 947, 959 (10th Cir. 2009) (noting a court cannot grant equitable relief on facts rejected
4 explicitly or implicitly by a jury verdict); Avitia v. Metro Club of Chicago, Inc., 49 F.3d
5 1219, 1231 (7th Cir. 1995) ("[A] judge who makes equitable determinations in a case in
6 which the plaintiff's legal claims have been tried to a jury is bound by any factual findings
7 made or inescapably implied by the jury's verdict.").

8 3. Among prescribed form and content, an accounting must provide a
9 beneficiary with the ability to evaluate his or her interests. NRS 165.135(3). See also NRS
10 153.041. The cost of preparing an accounting is presumptively borne by the trust. NRS
11 165.1214(5). Unless acting in good faith, a trustee can be personally liable for failing to
12 provide an accounting. NRS 165.148. A beneficiary may petition the court to order a
13 trustee to perform his or her accounting duties. NRS 165.190. This Court may order a
14 trustee's compensation be reduced or forfeited, or enter other civil penalty, when a trustee
15 fails to perform his duties. NRS 165.200.

16 4. The trustees' just and reasonable expenses are presumptively governed by
17 the trust instruments and borne by the trust. However, this Court has authority to review
18 and settle the trustees' expenses and compensation. NRS 153.070. This Court may also
19 reduce a trustee's compensation or order a trustee to pay a beneficiary's reasonable
20 attorneys' fees and costs when the beneficiary compels redress for a breach of trust or
21 compliance with trust terms. NRS 153.031(3). See also In re Estate of Anderson, No.
22 58227, 2012 WL4846488 (Oct. 9, 2012). This Court may order the trust expenses defending
23 against a beneficiary's successful claims be borne by a trustee individually. NRS 18.090.
24 See also Estate of Bowlds, 120 Nev. 990, 1,000, 102 P.3d 593, 600 (2004) (concluding
25 payment of attorney's fees from trust assets only when litigation generally benefits the
26 trust); NRS 153.031(3)(b) (stating if court grants relief to petitioner, it may order trustee to
27 pay fees and costs); RESTATEMENT (THIRD) OF TRUSTS § 100 (2012) (examining denial of
28 compensation to breaching trustee).

1 5. NRS 163.00195 governs no-contest provisions. It begins by emphasizing this
2 Court's duty to enforce no-contest clauses to effectuate a settlor's intent. NRS 163.00195(1).
3 However, the statute then creates a wide exception when it provides a no-contest clause
4 must not be enforced when a beneficiary acts to enforce her legal rights, obtain court
5 instruction regarding proper administration, seeks to enforce the trustee's fiduciary duties,
6 or institutes and maintains a legal action in good faith and based on probable cause. NRS
7 163.00195(4). See also Matter of ATS 1998 Tr., No. 68748, 2017 WL3222533, at *4 ("[T]he
8 purpose of a no-contest clause is to enforce the settlor(s)' wishes, not to discourage a
9 beneficiary from seeking his or her rights."). A legal action is based on probable cause
10 when the facts and circumstances *available to the beneficiary*, or a properly informed and
11 advised reasonable person, "would conclude that the trust, the transfer of property into
12 the trust, any document referenced in or affected by the trust or any other trust-related
13 instrument is invalid." NRS 163.00195(4)(e) (emphasis added).

14 6. A trustee has a duty to act impartially, based on what is fair and reasonable
15 to all beneficiaries. Specifically, "the trustee shall act impartially in investing and
16 managing the trust property, taking into account any differing interests of the
17 beneficiaries." NRS 164.720(1). "[I]t is the trustee's duty, reasonably and without personal
18 bias, to seek to ascertain and to give effect to the rights and priorities of the various
19 beneficiaries or purposes as expressed or implied by the terms of the trust." RESTATEMENT
20 (THIRD) OF TRUSTS § 79 (2007).

21 7. "In all matters connected with [the] trust, a trustee is bound to act in the
22 highest good faith toward all beneficiaries and may not obtain any advantage over the
23 latter by the slightest misrepresentation, concealment, threat, or adverse pressure of any
24 kind." Charleson v. Hardesty, 108 Nev, 878, 882, 839 P.2d 1303, 1306 (1992) (quoting
25 Morales v. Field, 160 Cal.Rptr. 239, 244 (1980)).

26 8. This Court may remove a trustee for good cause, including breach of
27 fiduciary duties. NRS 156.070; NRS 163.115; NRS 163.190; NRS 163.180; NRS 164.040(2);
28 see also Diotallevi v. Sierra Dev. Co., 95 Nev. 164, 591 P.2d 270 (1979) (explaining court has

1 “full equitable powers” to redress breach of trust). Removal may be appropriate when
2 there is significant animosity between the trustee and a beneficiary, such that it has the
3 potential to materially interfere with the proper administration of the trust. Acorn v.
4 Monecchi, 386 P.3d 739, 760 (Wyo. 2016) (explaining the relevant question is whether
5 “hostility, in combination with existing circumstances, materially interferes with the
6 administration of the trust or is likely to cause that result”); In re Estate of Stuchlik, 857
7 N.W.2d 57, 70 (Neb. 2014) (stating a trustee cannot act impartially when “influenced by . . .
8 animosity toward individual beneficiaries”); BOGERT, LAW OF TRUSTS AND TRUSTEES § 129
9 (3d rev. ed. 2019) (explaining where there is potential for a conflict of interest to arise from
10 the dual status of a trustee who is also a beneficiary, removal of the trustee may be
11 appropriate); see also Dennis v. R.I. Hosp. Trust Nat. Bank, 571 F. Supp. 623, 639 (D.R.I.
12 1983) (discussing removal may be appropriate when the court could expect “that future
13 Trust transactions will be scrutinized by the beneficiaries” as a result of lengthy and
14 antagonistic litigation). Additionally, conflict between the trustee and beneficiary may
15 form a basis for removal when personal contact or collaboration is required for the
16 administration of the trust. Blumenstiel v. Morris, 180 S.W.2d 107, 109 (Ark. 1944). “The
17 purpose of removing a trustee is not to inflict a penalty for past action, but to preserve
18 trust assets.” Getty v. Getty, 205 Cal.App.3d 134, 140 (1988).

19 9. Attorney’s fees are not allowed to a prevailing party absent a contract,
20 statute, or rule to the contrary. See Smith v. Crown Fin. Servs., 111 Nev. 277, 890 P.2d 769
21 (1995) (analyzing the American and English rules regarding attorney’s fees and their
22 intersection with Nevada Law). NRS 18.010(2)(b) provides that this Court may award
23 attorney’s fees when it finds a claim was brought or maintained without reasonable
24 ground, or to harass the prevailing party. Pursuant to NRCP 68(a), “[a]t any time more
25 than 21 days before trial, any party may serve an offer in writing to allow judgment to be
26 taken in accordance with its terms and conditions.” If an offer is not accepted within the
27 prescribed time period, it will be considered rejected by the offeree. NRCP 68(e). If an
28 offeree rejects an offer and fails to obtain a more favorable judgment, “the offeree must

1 pay the offeror's post-offer costs and expenses, including . . . reasonable attorney fees, if
2 any be allowed, actually incurred by the offeror from the time of the offer." NRCP
3 68(f)(1)(B) (emphasis added).

4 10. "[T]he purpose of NRCP 68 is to encourage settlement . . . not to force
5 plaintiffs unfairly to forego legitimate claims." Beattie v. Thomas, 99 Nev. 579, 588, 668
6 P.2d 268, 274 (1983). To determine whether an award of fees is appropriate, a court must
7 consider and weigh the following factors: (1) whether the claim was brought in good faith;
8 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
9 amount; (3) whether the decision to reject the offer and proceed to trial was grossly
10 unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable
11 and justified in amount.⁶ Beattie, 99 Nev. at 588-89, 668 P.2d at 274. No one Beattie factor
12 is outcome determinative, and each should be given appropriate consideration. Yamaha
13 Motor Co., USA v. Arnoult, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673 n.16 (1998).

14 11. A proceeding concerning a trust "does not result in continuing supervisory
15 proceedings, and the administration of the trust must proceed expeditiously in a manner
16 consistent with the terms of the trust, without judicial intervention or the order, approval
17 or other action of any court, unless the jurisdiction of the court is [properly] invoked . . . as
18 provided by other law." NRS 164.015(7).

19 Equitable Issues

20 The following equitable issues and arguments are before this Court:

21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust
23 accountings without further examination, to include approval of trustees' fees, attorneys'

24
25 ⁶ When considering the fourth Beattie factor, the court must consider the Brunzell factors. See Shuette v.
26 Beazer Homes Holdings Corp., 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). These factors include the
27 following: "(1) the qualities of the advocate: his or her ability, training, education, experience, professional
28 standing, and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, time and
skill required, the responsibility imposed and the prominence and character of the parties where they affect
the importance of litigation; (3) the work actually performed by the lawyer: the skill, time, and attention
given to the work; and (4) the result: whether the attorney was successful and what benefits were derived."
Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 fees, and payment of other professional fees and administrative expenses.⁷ Wendy
2 opposes and asks this Court to order the trustees to prepare statutory compliant
3 accountings that disclose assets, values, transactions, and other acts of trust
4 administration. Wendy further argues that if the amended accountings are untimely or
5 noncompliant, this Court should find and remedy the trustees' breach of fiduciary duties.

6 The timing and form of accountings are prescribed by statute. But an accounting is
7 more than a formulaic compilation of data. An accounting is given to provide notice. Just
8 as facts in controversy vary from case to case, an accounting must be adjusted as the trust
9 estate requires. The trusts before this Court are complex because of the multiple layers of
10 entity and fractional ownership. They are further complicated by fluid and often
11 unknown values. This Court generally agrees with Wendy that the accountings fail to
12 provide adequate notice because they reveal only a portion of Sam's complex affairs – they
13 are mere pieces in a much larger puzzle and are ineffective when only reviewed in
14 isolation.⁸ Instead, the accountings created confusion and engendered suspicion. The
15 trustees attempted to answer Wendy's questions informally and made their professionals
16 available to answer Wendy's questions. But the accountings should have included more
17 explanatory details. The best example of how the accountings failed to provide actual and
18 adequate notice occurred when Todd testified Wendy could expect to receive \$4 million
19 from a variety of sources. While the trustees may have provided explanations through
20 accountants and settlement offers, Wendy's beneficial expectancy is not apparent from the
21 accountings or evidence of the trustees' pre-trial explanations.

22 However, this Court also notes that Wendy's complaints about the content and
23 general timing of the accountings were presented to the jury in the legal phase of trial and
24 are therefore facts common to the equitable claims. The jury presumably considered all
25 evidence when deliberating its verdict. The verdict is an express or implicit rejection of

26
27 ⁷ The relevant accountings are for the Issue and Family Trusts (April, 2013 through December, 2017) and
Wendy's subtrust (2013 – 2016).

28 ⁸ Wendy argues: "While in some circumstances, preparing and delivering accountings in the format
provided by NRS 165.135 may fully satisfy a fiduciary's requirement to account and fully disclose, that is not
and cannot be the case for these very complex trusts."

1 Wendy's complaints about the accountings. Accordingly, this Court will not provide
2 equitable relief regarding the accountings, which were constructively approved and
3 confirmed by the jury's verdict. In so doing, this Court does not countenance the trustees'
4 arguments that all accountings and disclosures complied with Nevada law, to include
5 NRS 165.135(4)(a), which allows for a statement prepared by a CPA containing summaries
6 of the information required by NRS 165.135(1). This Court simply orders that all litigation
7 regarding the accountings in existence at the time of the jury trial must end.⁹ The nature of
8 the accountings influence this Court's decision regarding attorneys' fees and the no-
9 contest provisions of the trust.

10 2. *Validity of the Agreements and Consents to Proposed Actions (ACPAs) and*
11 *Indemnification Agreements*

12 Todd as trustee of the Issue Trust, and Todd and Michael Kimmel as co-trustees of
13 the Family Trust, ask this Court to ratify and approve the ACPAs, thus relieving them of
14 liability for actions reasonably taken in reliance upon them. They (and Todd individually)
15 also ask this Court to affirm the indemnification agreements. Wendy opposes and asks
16 this Court to invalidate the ACPAs and rescind any transactions accomplished through
17 them. She also contests Stan and Todd's indemnification agreements and asks that any
18 transactions accomplished through them be invalidated and set aside. Each party presents
19 substantial arguments supporting their respective positions. This Court again returns to
20 the scope and content of the jury trial and the facts common to legal and equitable claims.
21 While the attorneys argued to the jury that this Court would decide the validity of the
22 ACPAs and indemnification agreements, each of the challenged documents and related
23 transactions were thoroughly presented and argued to the jury – including document
24 preparation, execution, and other formation irregularities. Thus, at least, the jury verdict is
25 an implicit rejection of Wendy's arguments.

26 Having considered all arguments, this Court concludes it will neither affirm nor

27
28 ⁹ The trustees may wish to modify the form of future accountings to provide better notice and explanations
to the beneficiaries. Otherwise, they risk objections this Court may be inclined to grant, including an award
of attorney's fees.

1 reject the ACPAs and indemnification agreements. They cannot be segregated from the
2 legal claims presented to the jury and now subsequently argued in support of equitable
3 relief. The jury constructively approved and affirmed the ACPAs and indemnification
4 agreements when it reached its verdict. The verdict prevents additional litigation and
5 precludes liability exposure for actions taken in reliance upon these documents. All claims
6 involving the disputed ACPAs and indemnification agreements shall end with the jury's
7 verdict. Nonetheless, the ACPAs and indemnification agreements also influence this
8 Court's decision regarding attorneys' fees and the no-contest provisions.

9 3. *Violation of the no-contest provisions of the trusts*

10 All trustees except Stan ask this Court to declare that Wendy violated the no-contest
11 provisions of the trusts when she initiated and maintained this litigation. Wendy opposes
12 and asks this Court to declare that Todd violated the no-contest provisions when he filed
13 the initial petition and later moved to dismiss her litigation. The trustees' request deserves
14 analysis, whereas Wendy's request is retaliatory and made with little legal basis or
15 support from the trust instruments.

16 Wendy sought to enforce her rights, obtain instructions, and remedy a breach of
17 fiduciary duties. The jury agreed that Todd breached his fiduciary duties. Further, based
18 upon the information she possessed, she had probable cause to seek invalidation of
19 transfers and other acts of trust administration. This Court must distinguish between the
20 *existence* of probable cause for initiating and maintaining this action with the manner in
21 which the probable cause was *litigated*. As noted elsewhere, Wendy and Stan had
22 probable cause to seek answers to questions raised by the accountings and other events of
23 trust administration. Thus, while Wendy's litigation zeal and overreaching jury demand
24 may implicate Sam's intention to disincentivize litigation, Wendy's legal actions were
25 authorized and do not create a bar to her beneficial rights.

26 4. *Unjust enrichment and constructive trust*

27 Wendy asks this Court to impress a constructive trust to cure unjust enrichment
28 caused by fraud, breach of fiduciary duty, and self-dealing. Todd, Stan, and the trustees

1 make several arguments in opposition to Wendy's request. This Court disagrees with
2 Wendy's position. Wendy's allegations of misconduct, document impropriety, and self-
3 dealing underlying her request for equitable relief are inseparable from the legal claims
4 she presented to the jury. Wendy has been awarded damages for Todd's breach of
5 fiduciary duties. Any other equitable relief would constitute double recovery and alter the
6 jury's verdict in violation of the Seventh Amendment and its interpretative decisions.

- 7 5. *Removal of trustees*
8 *Disgorgement of trustee fees*
9 *Use of trust funds to initiate petition and defend against Wendy's counterpetition*
 Award of attorneys' fees

10 Wendy relies upon her same arguments when asking this Court to remove the
11 trustees, order the trustees to disgorge trustee fees, and deny the use of trust funds to
12 present their petitions and defend against her counterpetition. The parties present
13 substantial authorities and arguments (and other moving papers) relating to attorneys'
14 fees.

15 There is no basis to consider the removal of any trustee except Todd. The two bases
16 to remove Todd are 1) the jury's verdict that Todd breached his fiduciary duties, and 2)
17 this Court's observation that Todd's neutrality is conflicted by his own interests and
18 animus towards Wendy. This Court concludes removal would be unjust and
19 incommensurate for several reasons: 1) Todd is Sam's designated and preferred trustee, 2)
20 other trustees will diffuse Todd's conflicts and reduce the personal contact between Todd
21 and Wendy, 3) the remedy against Todd's breaches and conflicts are made through other
22 orders regarding attorneys' fees, disgorgement of trustee's fees, and inapplicability of the
23 no-contest provisions, 4) Todd's own affairs are inseparable from trust administration and
24 his removal as trustee will not sever him from trust business; he will remain involved in
25 Jaksick family affairs through his ongoing management and ownership of several other
26 related entities, 5) the expenses of removing Todd and educating a successor trustee
27 would be expensive and inefficient, and 6) Wendy's suggestion that a commercial trustee
28 serve as successor trustee for all trustees is neither warranted nor workable.

 However, based upon the jury's verdict that Todd breached his fiduciary duties

1 (and secondarily, this Court's findings about the timing and content of the accountings),
2 this Court grants Wendy's request that Todd disgorge or disclaim all trustee's fees from
3 the inception of his trusteeship through the date when final judgment is entered. The
4 amount disgorged or otherwise forfeited may serve as an offset against the 25% of
5 trustees' attorneys' fees Todd is ordered to pay, as set forth below. This Court confirms
6 trustee fees to all other trustees.

7 There are several requests regarding attorney's fees as a trust expense. This Court's
8 discretionary resolution of the fees requests is bound by all facts of record and influenced
9 by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement
10 agreement between Todd and Stan) and uncertainties created by notarial malfeasance.

11 This Court first orders that Stan Jaksick and Michael Kimmel's attorneys' fees be
12 chargeable to the trust and paid from trust corpus. This Court's decision regarding
13 Wendy and Todd's fees (both as trustee and individually) are more complicated. There
14 are competing facts and legal principles, which this Court analyzes in the aggregate and
15 not in isolation. In particular, the NRCP 68 request cannot be considered narrowly, but
16 instead, must be viewed by a totality of the case proceedings and statutory authorities
17 governing trustees. There are several options before this Court:

- 18 - Order the trust to pay all, some, or none of Wendy's fees
19 because she successfully obtained a verdict that Todd breached
20 his fiduciary duties as trustee.
- 21 - Order the trust to pay all, some, or none of the fees Todd
22 incurred as trustee because, even though he breached his
23 fiduciary duties, he qualitatively and quantitatively prevailed
24 against other claims asserted by Wendy.
- 25 - Order Wendy to pay fees Todd incurred because she brought
26 or maintained her action without reasonable grounds or to
27 harass.
- 28 - Order Wendy to pay fees Todd incurred as trustee of the Issue
Trust because she rejected his \$25,000 offer of judgment.
- Order Wendy to pay fees Todd incurred individually because

1 she rejected his \$25,000 offer of judgment.

- 2 - Discretionarily decline to order Wendy to pay fees pursuant to
3 the offers of judgment.

4 On August 29, 2018, Todd offered Wendy to have judgment entered against him
5 individually in the amount of \$25,000. He also offered Wendy to have judgment entered
6 against him as trustee of the Issue Trust in the amount of \$25,000. The jury did not make
7 any adverse findings against Todd individually, but it concluded Todd breached his
8 fiduciary duties as trustee and awarded \$15,000 to Wendy. With adjustments for interest,
9 the amount Wendy will receive is almost indistinguishable from the \$25,000 Todd offered
10 as trustee. To the extent there is a *de minimis* distinction, the difference is not enough in a
11 dispute that incurred several million dollars of fees and involved tens of millions in
12 controversy.

13 An offer of judgment must be an authentic attempt to settle a dispute. The offer of
14 judgment benefit is not automatically conferred. Instead, this Court must carefully
15 analyze the offer and discretionarily apply it to the unique facts of each case. This Court
16 and counsel are familiar with the American Rule of attorneys' fees and discretionary
17 application of NRCP 68. This Court's discretion exists to encourage parties to convey
18 legitimate offers to resolve their disputes. Of course, judicial discretion is controversial to
19 those who are aggrieved, and it is unpredictable to all.

20 On one side, offers that are appropriate in time and amount will cause the non-
21 offering party to become realistic and engage in genuine risk/benefit analyses. These
22 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
23 disputes before trial, they should be in an amount the non-offering party cannot decline in
24 good faith. Defendants who perceive no liability exposure chafe against making time- and
25 amount-appropriate offers because they resent the payment of any money to a party they
26 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
27 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
28 settlement--they are strategic devices to shift the risk of fees by offering illusory

1 consideration to end litigation.

2 This Court's discretion is guided by the unique facts and procedural history of this
3 case. This Court analyzes the Beattie factors as follows:

4 *Whether Wendy's claims were brought in good faith?* Wendy believed in good faith that
5 she suffered damages from Todd's individual and fiduciary misconduct. She trusted the
6 court system and exercised her constitutional right to jury trial. This Court concludes that
7 Wendy's claims against Todd as trustee of the Issue Trust were brought in good faith.
8 Wendy's concerns are countenanced, in large part, by the questions raised by the
9 accountings, Stan's separate allegations against Todd, document anomalies, and the optics
10 of Todd's disproportionate benefit from Sam's business and trust affairs. The good-faith
11 nature of Wendy's claims against Todd individually are more difficult to discern. In the
12 final analysis, Wendy had some cause to initiate the claims against Todd individually, but
13 as discovery progressed, Wendy's cause to pursue Todd individually diminished. This
14 factor weighs slightly in Wendy's favor regarding the Issue Trust offer of judgment and is
15 neutral regarding Todd's individual offer of judgment.¹⁰

16 *Whether Todd's offers were reasonable and in good faith in both timing and amount?* This
17 Court has wrestled with the question of whether the offers of judgment were brought in
18 good faith in both timing and amount. These offers of judgment were made six months
19 after Wendy filed her amended counter-petition, when discovery was still in its infancy.
20 This Court concludes the amounts offered were neither good faith/reasonable nor
21 strategic bad faith/unreasonable. They fall within the continuum between those two
22 categories. Todd knew, or should have known, the fees incurred through continuing
23 litigation alone would substantially overshadow the offered amounts. Todd knew, or
24 should have known, that Wendy would never accept \$25,000 to resolve her claims against
25 him as trustee of the Issue Trust.

26 However, Todd also had cause to believe he would prevail at trial, a fact now
27

28 ¹⁰ Because this Court finds Wendy brought her claims in good faith, this Court concludes fees under NRS
18.010(2)(b) are not warranted.

1 proven with respect to the claims against him individually. Todd's subjective belief about
2 the strength of his position is legally relevant. "[W]here the offeror has a reasonable basis
3 to believe that exposure to liability is minimal, a nominal offer is appropriate." Arrowood
4 Indem. Co. v. Acosta, Inc., 58 So. 3d 286, 289 (Fla. Dist. Ct. App. 2011) (discussing the good
5 faith prong of an offer of judgment from a Florida statute analogous to NRCP 68). At the
6 time Todd made his individual offer, Wendy had been unable to present coherent facts
7 underlying her claims against him personally. He therefore had reason to believe
8 Wendy's claims against him individually were weak or lacked merit. See Beach, 958 F.
9 Supp. at 1171 (holding defendant's offer was reasonable even though plaintiff's alleged
10 damages exceeded the offer's amount "given the weaknesses defendant perceived in
11 plaintiff's case."); see also Scott-Hop v. Bassek, Nos. 60501, 61943, 2014 WL 859181 at *6
12 (Feb. 28, 2014) (holding reasonable an offer of \$25,000 even though plaintiff's alleged
13 medical expenses were over \$150,000 because of the uncertainty of plaintiff's case and
14 defendant's summary judgment motion); Max Bear Productions, Ltd. v. Riverwood
15 Partners, LLC, No. 3:09-CV-00512-RCJ-RAM, 2012 WL 5944767 (D. Nev. Nov. 26, 2012)
16 ("The token \$1,000 offer may appear to have been made simply for the procedural purpose
17 of preserving rights to fees . . . should Defendant win a judgment. However, the
18 weaknesses of Plaintiff's case made this token offer reasonable."); Arrowood, 58 So. 3d at
19 289-90 (holding a court is required to consider an offeror's subjective belief that an offer is
20 reasonable and not just objective factors).

21 This Court concludes the second factor to consider is neutral regarding the Issue
22 Trust and does not inure to any party's favor or disfavor. Todd hoped he would prevail at
23 trial, but given the financial and documentary complexity, discovery delays and disputes
24 (including Todd's continued depositions long after the offers of judgment were made), the
25 untimely accountings, incomplete discovery, and the amounts in controversy, the offer
26 does not appear to be made with the good-faith intention of settling Wendy's claims. In
27 contrast, Todd's offer to settle Wendy's claims against him individually for the payment of
28 \$25,000 appears more reflective of the circumstances and was made with a good-faith

1 intention to settle the claims. Thus, this factor favors Todd individually.

2 *Whether Wendy's decision to reject the offer and proceed to trial was grossly unreasonable*
3 *or in bad faith?* Wendy's decision to reject Todd's offer as trustee of the Issue Trust was not
4 grossly unreasonable or in bad faith. The offer arrived early in discovery. Wendy had
5 incurred substantially more in fees than the offered amount and she was entitled to
6 examine her legal position after discovery was received. In contrast, her decision to reject
7 Todd's individual offer is less reasonable, yet this Court cannot conclude her rejection was
8 grossly unreasonable or made in bad faith. Her decision was simply unwise in retrospect
9 and she cannot now be relieved of its consequences. This third factor weighs in favor of
10 Wendy regarding the Issue Trust and is neutral regarding Todd's personal liability.

11 *Whether the fees sought are reasonable and justified in amount?* Todd's individual and
12 trustee attorneys are experienced in law and trial. They have exemplary records of service
13 in our legal community and they obtained a positive outcome for their clients. After
14 considering each of the Brunzell factors, this Court finds the fees sought by Todd
15 individually from the date of the offer are reasonable in light of his experienced and
16 effective attorneys, duration and scope of litigation, and the result obtained. However,
17 the aggregate fees this Court expects Todd to seek as trustee of the Issue Trust are not
18 justified when the offered \$25,000 is compared to the jury verdict. Shifting substantial
19 attorneys' fees to Wendy is unjustified in this instance. Regarding Todd's individual fees,
20 the amounts are reasonable and justified when charged against Wendy. This factor is
21 neutral with respect to the Issue Trustee offer and favors Todd with respect to his
22 individual offer of judgment.

23 For these reasons, this Court orders as follows:

- 24 a. The trusts shall pay 100% of the fees incurred by their attorneys in
25 representation of the trustees. However, Todd shall reimburse the
26 trusts from his personal resources for 25% of the amount paid because
27 the jury determined he breached his fiduciary duties. Provided,
28 however, Todd is entitled to reduce this 25% personal obligation by

1 the amount of trustee's fees he is ordered to disgorge.

- 2 b. Wendy is *not* required to pay fees Todd incurred as trustee because
3 she rejected the \$25,000 offer of judgment.
- 4 c. Wendy *shall* pay 100% of fees Todd incurred individually from the
5 date the offer of judgment was made. Provided, however, Todd shall
6 be Wendy's judgment creditor and have no greater access to payment
7 than any other judgment creditor. Todd may attach or anticipate
8 Wendy's distributive share only if there are no spendthrift provisions
9 within the trust instruments that prohibit such creditor collection
10 efforts. If such spendthrift provisions exist, distributions shall be
11 made to Wendy and Todd may seek collection efforts against Wendy
12 personally, subsequent to the distribution. The trustees (including
13 Todd) shall carefully measure Todd's rights as an individual
14 judgment creditor with their fiduciary duties owed to Wendy as a
15 beneficiary.
- 16 d. The Trusts shall pay a combined attorneys' fee of \$300,000 to Wendy's
17 attorneys for prevailing in the claim against Todd for breach of
18 fiduciary duties. This payment shall be made directly to Wendy's
19 attorneys without Wendy's signatory participation as a client or trust
20 beneficiary.
- 21 e. All fees ordered shall be treated as general trust administration
22 expenses and not allocated to any beneficiary's distributive share.
- 23 f. Todd is not required to indemnify the trust for the \$300,000 payable to
24 Wendy's attorneys because he is already ordered to pay 25% of the
25 aggregate fees incurred in representation of the trustees.
- 26 g. The request for oral arguments is denied.

27 **Other Issues**

- 28 1. *Second supplement to first amended counterpetition*

1 On May 9, 2019 (after the legal phase of trial but before the equitable trial), Wendy
2 filed a Second Supplement to her First Amended Counterpetition in which she continued
3 her theme about untimely accountings. Wendy asks this Court to consider the new fact
4 allegation the Family Trust co-trustees failed to prepare and deliver accountings for the
5 Family Trust and Wendy Subtrust for the period from January 1, 2018, to December 31,
6 2018. She requests the production and delivery of these accountings and asks that the
7 trustees be sanctioned. The trustees (including Todd and Stan individually) moved to
8 strike Wendy's supplement because it was filed after the August 2, 2018, deadline to file
9 motions to amend pleadings and violated NRCP 15(d).¹¹ The 2018 accountings were
10 provided to Wendy in early July, 2019, thus rendering Wendy's request to compel moot.

11 It appears the accountings were untimely and this Court agrees Wendy could not
12 have filed the supplement until after the deadline for providing the 2018 accountings had
13 passed. However, the 2018 accountings are not part of the underlying litigation. This
14 Court declines Wendy's invitation to enlarge this litigation to satisfy judicial economy.
15 This litigation is bounded by the pleadings and cannot remain an open receptacle to
16 receive real-time allegations of inappropriate trust administration. The supplement is
17 stricken as beyond the scope of claims before this Court. Wendy may file a separate action
18 challenging the timing and content of the 2018 accountings if she is so inclined. This Court
19 neither encourages nor discourages such litigation.

20 2. *The Lake Tahoe property*

21 Though not placed within a certain claim for relief within her pleadings, Wendy
22 asks this Court to rescind all transactions involving the Lake Tahoe home and restore title
23 to the SSJ LLC, which was 100% owned by the Family Trust. Wendy continues to
24 overwhelm this Court with repetitive and lengthy arguments about the option
25 agreements, forgery, fraud, fiduciary duties, unjust enrichment, trustor intentions,
26 consideration, etc. All of Wendy's arguments were presented to the jury and rejected in
27

28 ¹¹ Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

1 the jury's verdict. This Court will not enter any order granting relief to Wendy regarding
2 the Lake Tahoe home.

3 3. *Future distributions*

4 On July 23, 2019, Wendy filed an Emergency Motion to Compel Distribution from
5 the Family Trust. She alleged she was being evicted from her home in Texas and needed
6 money to relocate to either Arizona or Reno. Wendy asked this Court to order the trustees
7 of the Family Trust to distribute \$6,000 for a deposit on a new apartment and \$5,000 per
8 month for living expenses. Wendy further asks this Court to advise the trustees regarding
9 the schedule of other distributions for living expenses. Wendy's motion is denied. This
10 Court will not supervise trust administration on an ongoing basis. It will not provide
11 advisory guidance or otherwise order the trustees regarding administration and
12 distributions. Instead, it will adjudicate disputes through normal judicial processes.
13 Wendy may initiate separate litigation if she is so inclined.

14 4. *Costs.*

15 Todd Jaksick as an individual, Duck Lake Ranch, LLC, and Incline TSS, are the
16 prevailing parties entitled to statutory and reasonable costs. All other parties may file cost
17 memoranda as authorized by law.

18 **Conclusions**

19 1. This Court does not confirm the accountings. However, the substance of the
20 accountings were presented to the jury and fall within the jury's verdict. Thus, this Court
21 will not allow additional litigation as to any accounting that formed the basis for Wendy's
22 legal claims. All future accountings shall be timely and formulated to provide the
23 beneficiaries with adequate notice of values, transactions, and other acts of trust
24 administration. The trustees are authorized to pay, at Wendy's request, a portion of
25 Wendy's distributive shares to Wendy's designated financial professional who will assist
26 her to understand the accountings and interact with the trustees.

27 2. This Court does not confirm the ACPAs or indemnification agreements.
28 However, the substance of the ACPAs and indemnification agreements were presented to

1 the jury and fall within the jury's verdict. This Court will not allow additional litigation as
2 to any of the ACPAs and indemnification agreements that formed the basis for Wendy's
3 legal claims.

4 3. The trustees' request to impose no-contest penalties against Wendy is
5 denied.

6 4. Wendy's claims for unjust enrichment and constructive trust are denied.

7 5. Todd is confirmed as trustee of Issue Trust and co-trustee of Family Trust.
8 All other trustees are also confirmed.

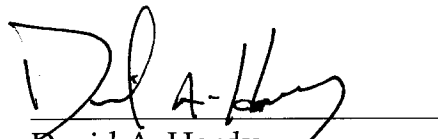
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject
10 to the fees award provisions.

11 7. This Court anticipates the parties will seek clarification and other relief
12 through additional motion work. The attorneys' fees provisions in this order reflect the
13 entirety of this Court's intentions regarding fees. This order also reflects the entirety of
14 this Court's intentions regarding all other pending matters.

15 8. Todd and the trustees may submit a proposed judgment consistent with the
16 jury's verdict and this order on equitable claims.

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

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22 David A. Hardy
23 District Court Judge
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1845

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

**JUDGMENT ON JURY VERDICT AND
COURT ORDER ON EQUITABLE
CLAIMS**

A. JUDGMENT ON JURY VERDICT

This matter was tried to a jury from February 14, 2019 to and including March 4, 2019.
The jury found in favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-

1 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
2 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
3 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust and against
4 Counter-Petitioner Wendy Jaksick on all claims and defenses. The jury found in favor of Counter-
5 Petitioner Wendy Jaksick against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr.,
6 Family Trust and as Trustee of the SSJ's Issue Trust on her breach of fiduciary duty claim and
7 assessed damages in the total amount of \$15,000. The jury found in favor of Todd Jaksick, as Co-
8 Trustee of the Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, on all
9 of Wendy Jaksick's other claims tried to the jury. The Jury Verdict is attached hereto and made a
10 part hereof.

11 Accordingly, judgment is entered as follows:

12 1. In favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-
13 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
14 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
15 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust against Counter-
16 Petitioner Wendy Jaksick on all of the claims and defenses tried to the jury. As required by NRS
17 18.110, these prevailing parties shall file their Memoranda of Costs within five days from notice
18 of entry of this Judgment on Jury Verdict.

19 2. In favor of Wendy Jaksick against Todd Jaksick as Co-Trustee of the Samuel S.
20 Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust on Wendy Jaksick's breach of
21 fiduciary duty claims. The Jury's Verdict in favor of Counter-Petitioner Wendy Jaksick in the
22 amount of \$15,000 is *de minimis* in light of her request for damages of \$80,000,000 and in light of
23 her failure to prevail on fraud, conspiracy and aiding and abetting. She is, therefore, not a
24 prevailing party and not entitled to recover costs under NRS 18.050 and NRS 18.110. Counter-
25 Petitioner Wendy Jaksick failed to obtain a judgment in excess of the Offers of Judgment served
26 by Todd Jaksick, as an individual, and is therefore not entitled to recover costs pursuant to NRCP
27 68. Counter-Petitioner Wendy Jaksick's judgment against Todd Jaksick, as Co-Trustee of the
28 Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, is for the total amount

1 of \$15,000, together with prejudgment interest from the date of her Counter-Petition (January 19,
2 2018) to the date of the Offer of Judgment (August 29, 2018) served by Todd Jaksick, in his
3 individual capacity, in the amount of \$605.34, for a total judgment of \$15,605.34. This judgment
4 shall accrue interest at judgment rate until paid in full.

5 3. All claims asserted by Counter-Petitioner Wendy Jaksick in her Counter-Petition
6 and Amended Counter-Petition and tried to the jury are dismissed with prejudice.

7 4. In favor of Duck Lake Ranch, LLC, and Incline TSS, Ltd. against Counter-
8 Petitioner Wendy Jaksick. The Court dismissed Counter-Petitioner's claims against these entities
9 and pursuant to NRS 18.110, these entities shall file their Memoranda of Costs within five days of
10 notice of entry of this judgment.

11 **B. JUDGMENT ON EQUITABLE CLAIMS**

12 On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's equitable
13 claims. The parties stipulated to submit written closing trial briefs and replies. Having considered
14 all briefs, evidence admitted during the jury trial and evidence submitted in support of the parties'
15 positions on the equitable claims, the Court entered its *Order After Equitable Trial* on March 12,
16 2020. The Order is attached hereto, made a part hereof, and is incorporated herein. The terms,
17 provisions, findings and conclusions set forth in its *Order After Equitable Trial* are incorporated
18 herein as the Court's Findings of Fact and Conclusions of Law pursuant to Rule 52(a) of the
19 Nevada Rules of Civil Procedure.

20 Judgment is hereby entered as follows:

21 1. Against Counter-Petitioner Wendy Jaksick on all of her equitable claims and is
22 entered in favor of Todd Jaksick, as an individual, Stanley Jaksick, as an individual and Co-
23 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, as an individual and Co-
24 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, individually, Kevin Riley, as Co-
25 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, as Trustee of the BHC Trust,
26 Duck Lake Ranch, LLC, and Incline TSS, Ltd. These prevailing parties shall file their
27 Memoranda of Costs pursuant to NRS 18.110 within five days of the notice of entry of this
28 judgment.

1 2. In favor of Counter-Petitioner Wendy Jaksick's counsel of record in the amount of
2 \$300,000 to be paid by the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust.

3 3. In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust against
4 Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust in an amount equal to
5 25% of the attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust
6 for legal services rendered on behalf of the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust
7 and Trustee for the SSJ's Issue Trust. Todd Jaksick's obligation to satisfy this judgment requires
8 payment of the amount determined from his personal funds. Counsel for the Trustees and Trustee
9 shall submit verified Memoranda of Fees paid within twenty-one days of notice of entry of this
10 judgment.

11 4. On March 13, 2019, Todd Jaksick, in his individual capacity, filed a Motion for
12 Order Awarding Costs and Attorneys' Fees for Todd Jaksick, individually, Duck Lake Ranch,
13 LLC and Incline TSS, Ltd. For the reasons stated in the Court's March 12, 2020 *Order After*
14 *Equitable Trial*, Todd Jaksick's Motion for Order Awarding Costs and Attorneys' Fees was
15 granted, subject to section (c) on page 22 of the Court's *Order After Equitable Trial*. Accordingly,
16 judgment is hereby entered in favor of Todd Jaksick, individually, against Counter-Petitioner
17 Wendy Jaksick in the amount of \$436,331 for attorneys' fees and \$68,834.07 in costs, for a total
18 judgment in favor of Todd Jaksick against Counter-Petitioner Wendy Jaksick of \$505,165.07,
19 which amount shall accrue interest from the date hereof at the legal rate.

20 5. In favor of the SSJ's Issue Trust and Incline TSS, Ltd., confirming title to the Lake
21 Tahoe house is to remain in the name of Incline TSS, Ltd., and against Wendy Jaksick regarding
22 claims to disrupt or change the title to the Lake Tahoe home.

23 6. In favor of the Samuel S. Jaksick, Jr., Family Trust against Counter-Petitioner
24 Wendy Jaksick denying her July 23, 2019 Emergency Motion to Compel Distribution from the
25 Samuel S. Jaksick, Jr., Family Trust.

26 7. In favor of Counter-Respondents, consistent with the Jury's Verdict on the ACPAs
27 and Indemnification Agreements.
28

1 8. Against Counter-Petitioner Wendy Jaksick and in favor of Todd Jaksick,
2 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Stanley Jaksick,
3 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel,
4 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley,
5 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC
6 Trust, Duck Lake Ranch, LLC, and Incline TSS, Ltd., on Counter-Petitioner Wendy Jaksick's
7 claims on unjust enrichment and constructive trust.

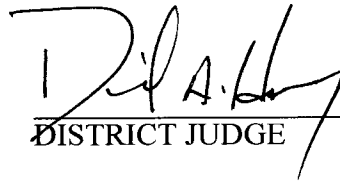
8 9. In favor of Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust
9 and as Trustee of the SSJ's Issue Trust, and against Counter-Petitioner Wendy Jaksick confirming
10 Todd Jaksick, as Trustee of the SSJ's Issue Trust and Co-Trustee of the Samuel S. Jaksick, Jr.,
11 Family Trust. Michael Kimmel and Stanley Jaksick are also confirmed as Co-Trustees of the
12 Samuel S. Jaksick, Jr., Family Trust.

13 10. In favor of the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust
14 against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the
15 SSJ's Issue Trust, for all Trustee's fees paid to Todd Jaksick. Todd Jaksick is hereby required to
16 disgorge all Trustee's fees paid to him, and payment thereof will constitute a setoff against any
17 amounts he must pay as and for 25% of the attorneys' fees paid to the Trustees' counsel of record.

18 11. Declaring and decreeing that all fees ordered against Wendy Jaksick shall be
19 treated as a general trust administration expense and are not allocated to any beneficiaries'
20 distributive share. Todd Jaksick may attach or anticipate Wendy's distributive share only if there
21 are no spendthrift provisions within the trust instruments that prohibit such creditor collection
22 efforts. If such spendthrift provisions exist, distributions shall be made to Wendy, and Todd may
23 seek collection efforts against Wendy personally, subsequent to the distribution.

24 IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the foregoing, upon entry
25 and filing in this matter, is an enforceable final judgment and all findings and conclusions of the
26 Court's March 12, 2020 *Order After Equitable Trial* are expressly incorporated herein. This
27 judgment resolves all claims against all parties, and pursuant to Rule 54(b) of the Nevada Rules of
28 Civil Procedure is a final judgment.

DATED this 1st day of April, 2020.


DISTRICT JUDGE

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

In the Matter of the Administration of the Case No. PR17-00445
SSJ'S ISSUE TRUST.

_____ /

CONSOLIDATED
In the Matter of the Administration of the Case No. PR17-00446
SAMUEL S. JAKSICK, JR. FAMILY TRUST. Dept. No. 15

_____ /

ORDER AFTER EQUITABLE TRIAL

On August 2, 2017, the trustees of the SSJ's Issue Trust ("Issue Trust") and the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") filed Petitions for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.¹ October 10, 2017, Wendy Jaksick filed an Opposition and Objection to the Petition. On January 19, 2018, Wendy filed a Counterpetition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief, which was subsequently amended on February 23, 2018. Family Trust co-trustee Stan Jaksick filed an Objection to Approval of Accountings and Other Trust Administration Matters on October 10, 2017. Todd Jaksick, as trustee of the Issue Trust

¹ Family Trust co-trustee Stan Jaksick did not join in the petitions.

1 and co-trustee of the Family Trust, and Michael Kimmel as co-trustee of the Family Trust,
2 are represented by Donald Lattin and Carolyn Renner. Todd is represented in his
3 individual capacity by Kent Robison. Mr. Robison also represents Duck Lake Ranch, LLC,
4 Incline TSS, Ltd., and Sammy Supercub, LLC. Stanley Jaksick, as co-trustee of the Family
5 Trust, is represented by Adam Hosmer-Henner and Philip Kreitlein. Wendy is
6 represented by Mark Connot and Kevin Spencer.

7 1. This Court presided over a jury trial on legal claims between February 14,
8 2019, and March 4, 2019. The jury concluded Todd breached his fiduciary duty as trustee
9 and awarded damages of \$15,000. The jury found no other trustee breached any fiduciary
10 duty. In addition, the jury found Wendy had not proven her claims for 1) civil conspiracy
11 and aiding and abetting, 2) aiding and abetting breach of fiduciary duty, or 3) fraud
12 against any counter-respondent whether individually or as trustee. The jury did not find
13 any counter-respondent acted with fraud, oppression, or malice.

14 2. On May 13, 2019, this Court began a bench trial to resolve the remaining
15 equitable claims. By stipulation, the parties submitted written closing trial statements and
16 replies. This Court authorized supplemental briefing on a narrow issue related to Exhibit
17 561. This Court has considered all briefs and evidence admitted during the equitable trial
18 (including many exhibits previously admitted at jury trial).² This Court is aware that
19 disagreements continue and Wendy alleges ongoing breaches of fiduciary duties, as
20 illustrated by the moving papers relating to post-trial costs, the 2018 annual accountings,
21 and distribution guidance. It now finds and orders as follows:

22 General Findings

23 1. As a factfinder, this Court is authorized to consider its everyday common
24 sense and judgment, and determine what inferences may be properly drawn from direct
25 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d

26
27 ² On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

1 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

2 2. The facts presented in support of the equitable claims inextricably overlap
3 with the legal claims presented to the jury. Despite how the claims are pled, Wendy is
4 attempting to retry her case to obtain a second review of similar facts and an outcome
5 different from the jury verdict.³ This Court may or may not have reached the same
6 decision as the jury. Regardless, it has no authority to dilute or otherwise modify the
7 jury's verdict.

8 3. The file materials compose more than 17,000 pages. There were more than
9 300 separate pleadings, motions, oppositions, replies, joinders, and other substantive
10 papers filed in this proceeding. The parties produced tens of thousands of documents
11 before trial and marked 677 exhibits for the two trials, of which 227 were admitted. The
12 substantive papers (with exhibits and transcripts) filed since the jury's verdict compose
13 more than 4,000 pages. This Court has read and re-read the pending moving papers, to
14 include exhibits and transcripts. It has analyzed every argument presented and carefully
15 studied the cited authorities. It cannot synthesize the competing moving papers, exhibits,
16 and arguments into a single coherent order. It cannot resolve the arguments in minutia.
17 Therefore, this Court elects to make general findings, which are substantially supported by
18 the evidence of record.

19 4. This Court regrets some of its more direct findings, which it must disclose to
20 support its discretionary resolution of equitable claims.

21 5. Sam Jaksick created substantial wealth during his life but his leveraged
22 estate was compromised by the "great recession" during the last season of his life. Sam's
23 estate is exceedingly complex because he used tens of different corporate entities as
24 holding companies for his wealth. Sam also partnered with non-family business entities.

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his

26
27 ³ On January 3, 2018, Wendy demanded a jury trial on all legal claims. Wendy demanded a jury – at least in
28 part – because she likely suspected a judge's comprehensive, studious examination of all evidence would not
result in the \$80 million compensatory damages and additional punitive damages she asked the jury to
award. This Court honors Wendy's unfettered constitutional right to a jury trial but it will not re-visit the
identical facts to arrive at a different outcome for Wendy.

1 children, despite their different strengths, weaknesses, and personalities. Wendy did not
2 transition well into adulthood and Sam was aware of her inability to provide for herself.
3 Wendy does not understand financial complexities. Sam was more confident in Stan and
4 Todd as he worked with them during his life and designated them to continue
5 participating in his estate and business affairs after his death. Stan's trial participation was
6 not lengthy but he appears to enjoy some financial fluency and business sophistication.
7 Stan also presented as a credible witness and thoughtful sibling. While Todd is most
8 familiar with Sam's business and trust affairs, he is only marginally sophisticated as a
9 trustee. He regularly deferred to the knowledge and expertise of others.⁴ Todd also
10 presented as conflicted by his own interests, influenced by his animus towards Wendy,
11 and confused about his duties as a neutral trustee.

12 7. Sam's estate plan evolved over the years, and its last iteration was influenced
13 by debt, tax avoidance, asset protection, and planning around Stan's divorce. Both Sam
14 and Todd were exposed to personal liabilities on substantial debts Sam had incurred.
15 Some of the estate documents were created in haste because of Sam's heart illness and
16 surgery in December, 2012. (Sam survived his heart illness and tragically died in a water
17 accident in 2013). Some of the 2012-13 estate planning documents are disorganized,
18 internally inconsistent, and complicated by notarial mischief or neglect. This Court was
19 particularly troubled by the notary's abdication of statutory responsibilities, which was an
20 influencing fact in the litigation Wendy pursued. Notaries are given great authority and
21 their actions induce reliance. The notary at issue fell below the statutory standards. This
22 finding alone warrants a substantial financial consequence upon the trust, which this
23 Court includes in its analysis of the no-contest penalty and attorneys' fees requests.

24 8. Todd's participation in Sam's estate beginning in 2012 can be viewed
25 through two opposing lenses: he was either a disconnected participant who yielded to his
26

27 ⁴ This Court understands jury instruction no. 11, which does not alter the fact that Todd struggled under the
28 shadow of his father's business acumen. The dynamic of Todd relying on professionals regarding the
accountings, while the professionals provided accountings with disclaimers and hyphens, created
uncertainty (or at least the appearance of uncertainty) about transactions, values, and who was ultimately
responsible for acts and accountings of trust administration.

1 father's wishes, or he was a subtly strategic participant who enriched himself to the
2 detriment of his siblings. These opposing possibilities are relevant only to understand
3 how this dispute became so bitter. This Court is inclined to find Todd was the former
4 rather than the latter, but regardless, Stan and Wendy had cause to seek answers to
5 questions created by document anomalies, inadequate disclosures, and transactions
6 inuring to Todd's benefit.

7 9. This action began when Stan, Wendy, and Todd were opposed to each other.
8 The dispute was exacerbated by inadequate information and self-interested perspectives.
9 Some of the more personal allegations among siblings reveal a family influenced by
10 misperceptions and individual interests. Wendy was particularly personal in her
11 allegations, the worst of which were harassing, vexatious, and without factual basis. There
12 were at least seven lawyers zealously advocating for their clients, which further
13 entrenched the siblings against each other. The children chose litigation over compromise
14 to work through the complexities of Sam's estate and their disparate financial
15 circumstances. With more effortful disclosures, neutral access to information, and a little
16 sibling patience, they *might* have worked through the messiness of Sam's estate to reach a
17 non-litigation resolution. Instead, the children sued each other, with Todd and Stan
18 settling their dispute just days before the jury trial began. Despite the settlement, this
19 Court is aware of the allegations Stan made against Todd in his deposition and trial
20 testimony. The settlement does not extinguish Stan's pleading allegations and
21 testimony – it merely reflects Todd and Stan's strategic and well-advised decision to
22 compromise their claims before trial. The settlement worked to Wendy's trial detriment,
23 yet she chose trial over settlement and must now accept the consequences of her choice.
24 Stan's allegations and testimony are relevant to contextualize the legal and equitable
25 claims, particularly the request to impose a no-contest penalty and for attorneys' fees
26 under NRS Chapter 18 and NRCP 68.

27 10. Todd and Stan contend they made every effort to avoid litigation but could
28 not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly

1 accurate, as Wendy's litigation position and trial demand were influenced more by animus
2 and avarice than by a desire for balanced justice. In particular, Wendy's \$80 million jury
3 demand revealed her overreach. However, Wendy's litigation zeal does not extinguish
4 her probable cause to seek answers and formulate claims based upon the information she
5 had at the time — the same information that led to Stan's allegations against Todd.

6 11. Throughout trial this Court reflected upon how Sam would respond if he
7 observed his children spending millions of dollars litigating his estate. The parties
8 repeatedly invited this Court to consider Sam's testamentary intentions. Responding to
9 that invitation, this Court has wondered how Sam would react to see his estate
10 disproportionately allocated among his children. There is no way to know how or if Sam
11 would have enlarged Wendy's beneficial interests if he survived the economic recovery.
12 Sam loved Wendy despite her issues, and this Court suspects Sam would have continued
13 his pattern of lifetime largesse in favor of his troubled daughter. But suspicion and
14 speculation are beyond this Court's authority. Death arrives at its own inconvenient time
15 and none can alter its consequences. Wendy is simply without her paternal benefactor and
16 is susceptible to the trustees' actions as governed by documents and transactions Sam
17 approved during his life.

18 12. The trustees' initial petitions were predicated upon accountings that
19 provided inadequate information. The accountings were untimely, and even if technically
20 compliant with the statutes, they failed to provide full and fair notice to Wendy as a
21 beneficiary. This Court acknowledges the trustees attempted to answer Wendy's
22 questions by making their CPA and lawyers available to Wendy, but there is only
23 marginal evidence in the record the trustees invested their own personal efforts to satisfy
24 Wendy's concerns. At some point the trustees' responses became form over function.
25 Todd particularly grew weary of Wendy, which affected his neutral trusteeship, as
26 illustrated by his hope to satisfy Wendy's beneficial interests at a discount that inured to
27 his benefit. In response, Wendy initiated scorched-earth litigation grounded in
28 entitlement and limited self-awareness. This Court cannot now alter the consequences of

1 the trust administration and litigation choices that precede this order.

2 13. Wendy's legal and equitable claims are grounded in the same common facts
3 and are exceedingly difficult to segregate. As this Court reviewed the hundreds of pages
4 of written arguments relating to the equitable claims, it was taken back to the evidence
5 and arguments presented to the jury. Through the misty fog of painfully voluminous
6 allegations and varied claims, the core of Wendy's complaint is that Todd breached his
7 fiduciary duties by self-dealing and failing to disclose information relevant to Wendy as a
8 beneficiary. No matter how Wendy frames or argues her equitable claims, she asks this
9 Court to remedy the identical facts and transactions she placed before the jury. This Court
10 must look to the substance of the claims, not just the labels used in the pleading document.
11 Nev. Power Co. v. District Court, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004).

12 14. The complexity of Sam's estate warranted extraordinary disclosures,
13 explanations, and compliance with discovery rules. There were significant discovery
14 disputes, such that this Court created a schedule for recurring access to the Discovery
15 Commissioner. This Court also ordered the production of disputed discovery. Discovery
16 continued to the very eve of trial and Wendy was still attempting to discern her beneficial
17 interests when trial began.

18 15. There were several sports references and metaphors argued to the jury.
19 Consistent with that theme, Wendy "swung for the fences" when she asked the jury to
20 award \$80 million to her (plus punitive damages), an amount that exceeds the evidentiary
21 value of this estate and would deprive Todd and Stan of any beneficial interests. She now
22 seeks a "mulligan" by re-arguing to this Court what was over-argued to the jury.⁵ The
23 jury found that Todd breached his fiduciary duties but only awarded \$15,000 to Wendy. It
24 found against Wendy on all other claims and against all other counter-respondents. This
25 Court may have been authorized to award additional equitable relief upon the same facts

26
27 ⁵ To illustrate, Wendy argued in her omnibus opposition to the cost memoranda filed before the equitable
28 claims trial that "damages may still be awarded, transactions may be set-aside, further breaches of fiduciary
duty may be found, and the ACPAs and other documents may be found fraudulent or invalid, ab initio."
These were all claims and requests rejected by the jury.

1 if the jury found for Wendy on more claims and against more counter-respondents. But
2 constitutional and decisional authorities prevent this Court from entering a subsequent
3 order diluting or altering the jury's verdict.

4 16. Todd asks this Court to contextualize the \$15,000 as a *de minimis* award. This
5 Court will not infuse qualitative meaning into the jury's verdict. To do so would be
6 impermissible speculation. Todd breached his fiduciary duties to Wendy. And Wendy
7 was not awarded the damages she sought. These two facts are integral to this Court's
8 resolution of equitable claims and fees requests.

9 General Legal References

10 1. This Court cannot supplant or alter a jury's verdict by relying upon common
11 facts to reach a different outcome. See generally Lehrer McGovern Bovis, Inc. v. Bullock
12 Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032, 1038 (2008) (discussing special interrogatory
13 verdicts). In Acosta v. City of Costa Mesa, 718 F.3d 800 (9th Cir. 2013), the plaintiff
14 submitted his equitable claim for declaratory relief to the bench after the jury rejected his
15 legal claims. The court held "it would be a violation of the Seventh Amendment right to
16 jury trial for the court to disregard a jury's findings of fact. Thus, in a case where legal
17 claims are tried by a jury and equitable claims are tried by a judge, and the claims are
18 based on the same facts, in deciding the equitable claims, the Seventh Amendment
19 requires the trial judge to follow the jury's implicit or explicit factual determinations." Id.
20 at 828-29 (citations omitted).

21 2. In Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc., 908 F.3d
22 313, 343 (8th Cir. 2018), the jury found for the plaintiff on legal intellectual property claims,
23 but the bench subsequently applied the equitable defenses of laches and acquiescence.
24 The appellate court reversed, holding "[t]o bind the district court's equitable powers, a
25 jury's findings must be on an issue 'common' to the action's legal and equitable claims;
26 otherwise, the court is free to treat the jury's findings as 'merely advisory'" Id.
27 Further, "[i]f the jury's findings were on a common issue, the court, in fashioning equitable
28 relief, may take into account facts that were not determined by the jury, but it may not

1 base its decision on factual findings that conflict with the jury's findings." Id. at 344
2 (citations omitted); see also Haynes Trane Serv. Agency, Inc. v. Am. Standard, Inc., 573
3 F.3d 947, 959 (10th Cir. 2009) (noting a court cannot grant equitable relief on facts rejected
4 explicitly or implicitly by a jury verdict); Avitia v. Metro Club of Chicago, Inc., 49 F.3d
5 1219, 1231 (7th Cir. 1995) ("[A] judge who makes equitable determinations in a case in
6 which the plaintiff's legal claims have been tried to a jury is bound by any factual findings
7 made or inescapably implied by the jury's verdict.").

8 3. Among prescribed form and content, an accounting must provide a
9 beneficiary with the ability to evaluate his or her interests. NRS 165.135(3). See also NRS
10 153.041. The cost of preparing an accounting is presumptively borne by the trust. NRS
11 165.1214(5). Unless acting in good faith, a trustee can be personally liable for failing to
12 provide an accounting. NRS 165.148. A beneficiary may petition the court to order a
13 trustee to perform his or her accounting duties. NRS 165.190. This Court may order a
14 trustee's compensation be reduced or forfeited, or enter other civil penalty, when a trustee
15 fails to perform his duties. NRS 165.200.

16 4. The trustees' just and reasonable expenses are presumptively governed by
17 the trust instruments and borne by the trust. However, this Court has authority to review
18 and settle the trustees' expenses and compensation. NRS 153.070. This Court may also
19 reduce a trustee's compensation or order a trustee to pay a beneficiary's reasonable
20 attorneys' fees and costs when the beneficiary compels redress for a breach of trust or
21 compliance with trust terms. NRS 153.031(3). See also In re Estate of Anderson, No.
22 58227, 2012 WL4846488 (Oct. 9, 2012). This Court may order the trust expenses defending
23 against a beneficiary's successful claims be borne by a trustee individually. NRS 18.090.
24 See also Estate of Bowlds, 120 Nev. 990, 1,000, 102 P.3d 593, 600 (2004) (concluding
25 payment of attorney's fees from trust assets only when litigation generally benefits the
26 trust); NRS 153.031(3)(b) (stating if court grants relief to petitioner, it may order trustee to
27 pay fees and costs); RESTATEMENT (THIRD) OF TRUSTS § 100 (2012) (examining denial of
28 compensation to breaching trustee).

1 5. NRS 163.00195 governs no-contest provisions. It begins by emphasizing this
2 Court's duty to enforce no-contest clauses to effectuate a settlor's intent. NRS 163.00195(1).
3 However, the statute then creates a wide exception when it provides a no-contest clause
4 must not be enforced when a beneficiary acts to enforce her legal rights, obtain court
5 instruction regarding proper administration, seeks to enforce the trustee's fiduciary duties,
6 or institutes and maintains a legal action in good faith and based on probable cause. NRS
7 163.00195(4). See also Matter of ATS 1998 Tr., No. 68748, 2017 WL3222533, at *4 ("[T]he
8 purpose of a no-contest clause is to enforce the settlor(s)' wishes, not to discourage a
9 beneficiary from seeking his or her rights."). A legal action is based on probable cause
10 when the facts and circumstances *available to the beneficiary*, or a properly informed and
11 advised reasonable person, "would conclude that the trust, the transfer of property into
12 the trust, any document referenced in or affected by the trust or any other trust-related
13 instrument is invalid." NRS 163.00195(4)(e) (emphasis added).

14 6. A trustee has a duty to act impartially, based on what is fair and reasonable
15 to all beneficiaries. Specifically, "the trustee shall act impartially in investing and
16 managing the trust property, taking into account any differing interests of the
17 beneficiaries." NRS 164.720(1). "[I]t is the trustee's duty, reasonably and without personal
18 bias, to seek to ascertain and to give effect to the rights and priorities of the various
19 beneficiaries or purposes as expressed or implied by the terms of the trust." RESTATEMENT
20 (THIRD) OF TRUSTS § 79 (2007).

21 7. "In all matters connected with [the] trust, a trustee is bound to act in the
22 highest good faith toward all beneficiaries and may not obtain any advantage over the
23 latter by the slightest misrepresentation, concealment, threat, or adverse pressure of any
24 kind." Charleson v. Hardesty, 108 Nev, 878, 882, 839 P.2d 1303, 1306 (1992) (quoting
25 Morales v. Field, 160 Cal.Rptr. 239, 244 (1980)).

26 8. This Court may remove a trustee for good cause, including breach of
27 fiduciary duties. NRS 156.070; NRS 163.115; NRS 163.190; NRS 163.180; NRS 164.040(2);
28 see also Diotallevi v. Sierra Dev. Co., 95 Nev. 164, 591 P.2d 270 (1979) (explaining court has

1 “full equitable powers” to redress breach of trust). Removal may be appropriate when
2 there is significant animosity between the trustee and a beneficiary, such that it has the
3 potential to materially interfere with the proper administration of the trust. Acorn v.
4 Monecchi, 386 P.3d 739, 760 (Wyo. 2016) (explaining the relevant question is whether
5 “hostility, in combination with existing circumstances, materially interferes with the
6 administration of the trust or is likely to cause that result”); In re Estate of Stuchlik, 857
7 N.W.2d 57, 70 (Neb. 2014) (stating a trustee cannot act impartially when “influenced by . . .
8 animosity toward individual beneficiaries”); BOGERT, LAW OF TRUSTS AND TRUSTEES § 129
9 (3d rev. ed. 2019) (explaining where there is potential for a conflict of interest to arise from
10 the dual status of a trustee who is also a beneficiary, removal of the trustee may be
11 appropriate); see also Dennis v. R.I. Hosp. Trust Nat. Bank, 571 F. Supp. 623, 639 (D.R.I.
12 1983) (discussing removal may be appropriate when the court could expect “that future
13 Trust transactions will be scrutinized by the beneficiaries” as a result of lengthy and
14 antagonistic litigation). Additionally, conflict between the trustee and beneficiary may
15 form a basis for removal when personal contact or collaboration is required for the
16 administration of the trust. Blumenstiel v. Morris, 180 S.W.2d 107, 109 (Ark. 1944). “The
17 purpose of removing a trustee is not to inflict a penalty for past action, but to preserve
18 trust assets.” Getty v. Getty, 205 Cal.App.3d 134, 140 (1988).

19 9. Attorney’s fees are not allowed to a prevailing party absent a contract,
20 statute, or rule to the contrary. See Smith v. Crown Fin. Servs., 111 Nev. 277, 890 P.2d 769
21 (1995) (analyzing the American and English rules regarding attorney’s fees and their
22 intersection with Nevada Law). NRS 18.010(2)(b) provides that this Court may award
23 attorney’s fees when it finds a claim was brought or maintained without reasonable
24 ground, or to harass the prevailing party. Pursuant to NRCP 68(a), “[a]t any time more
25 than 21 days before trial, any party may serve an offer in writing to allow judgment to be
26 taken in accordance with its terms and conditions.” If an offer is not accepted within the
27 prescribed time period, it will be considered rejected by the offeree. NRCP 68(e). If an
28 offeree rejects an offer and fails to obtain a more favorable judgment, “the offeree must

1 pay the offeror's post-offer costs and expenses, including . . . reasonable attorney fees, if
2 any be allowed, actually incurred by the offeror from the time of the offer." NRCP
3 68(f)(1)(B) (emphasis added).

4 10. "[T]he purpose of NRCP 68 is to encourage settlement . . . not to force
5 plaintiffs unfairly to forego legitimate claims." Beattie v. Thomas, 99 Nev. 579, 588, 668
6 P.2d 268, 274 (1983). To determine whether an award of fees is appropriate, a court must
7 consider and weigh the following factors: (1) whether the claim was brought in good faith;
8 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
9 amount; (3) whether the decision to reject the offer and proceed to trial was grossly
10 unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable
11 and justified in amount.⁶ Beattie, 99 Nev. at 588-89, 668 P.2d at 274. No one Beattie factor
12 is outcome determinative, and each should be given appropriate consideration. Yamaha
13 Motor Co., USA v. Arnoult, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673 n.16 (1998).

14 11. A proceeding concerning a trust "does not result in continuing supervisory
15 proceedings, and the administration of the trust must proceed expeditiously in a manner
16 consistent with the terms of the trust, without judicial intervention or the order, approval
17 or other action of any court, unless the jurisdiction of the court is [properly] invoked . . . as
18 provided by other law." NRS 164.015(7).

19 Equitable Issues

20 The following equitable issues and arguments are before this Court:

21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust
23 accountings without further examination, to include approval of trustees' fees, attorneys'
24

25 ⁶ When considering the fourth Beattie factor, the court must consider the Brunzell factors. See Shuette v.
26 Beazer Homes Holdings Corp., 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). These factors include the
27 following: "(1) the qualities of the advocate: his or her ability, training, education, experience, professional
28 standing, and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, time and
skill required, the responsibility imposed and the prominence and character of the parties where they affect
the importance of litigation; (3) the work actually performed by the lawyer: the skill, time, and attention
given to the work; and (4) the result: whether the attorney was successful and what benefits were derived."
Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 fees, and payment of other professional fees and administrative expenses.⁷ Wendy
2 opposes and asks this Court to order the trustees to prepare statutory compliant
3 accountings that disclose assets, values, transactions, and other acts of trust
4 administration. Wendy further argues that if the amended accountings are untimely or
5 noncompliant, this Court should find and remedy the trustees' breach of fiduciary duties.

6 The timing and form of accountings are prescribed by statute. But an accounting is
7 more than a formulaic compilation of data. An accounting is given to provide notice. Just
8 as facts in controversy vary from case to case, an accounting must be adjusted as the trust
9 estate requires. The trusts before this Court are complex because of the multiple layers of
10 entity and fractional ownership. They are further complicated by fluid and often
11 unknown values. This Court generally agrees with Wendy that the accountings fail to
12 provide adequate notice because they reveal only a portion of Sam's complex affairs – they
13 are mere pieces in a much larger puzzle and are ineffective when only reviewed in
14 isolation.⁸ Instead, the accountings created confusion and engendered suspicion. The
15 trustees attempted to answer Wendy's questions informally and made their professionals
16 available to answer Wendy's questions. But the accountings should have included more
17 explanatory details. The best example of how the accountings failed to provide actual and
18 adequate notice occurred when Todd testified Wendy could expect to receive \$4 million
19 from a variety of sources. While the trustees may have provided explanations through
20 accountants and settlement offers, Wendy's beneficial expectancy is not apparent from the
21 accountings or evidence of the trustees' pre-trial explanations.

22 However, this Court also notes that Wendy's complaints about the content and
23 general timing of the accountings were presented to the jury in the legal phase of trial and
24 are therefore facts common to the equitable claims. The jury presumably considered all
25 evidence when deliberating its verdict. The verdict is an express or implicit rejection of

26
27 ⁷ The relevant accountings are for the Issue and Family Trusts (April, 2013 through December, 2017) and
Wendy's subtrust (2013 – 2016).

28 ⁸ Wendy argues: "While in some circumstances, preparing and delivering accountings in the format
provided by NRS 165.135 may fully satisfy a fiduciary's requirement to account and fully disclose, that is not
and cannot be the case for these very complex trusts."

1 Wendy's complaints about the accountings. Accordingly, this Court will not provide
2 equitable relief regarding the accountings, which were constructively approved and
3 confirmed by the jury's verdict. In so doing, this Court does not countenance the trustees'
4 arguments that all accountings and disclosures complied with Nevada law, to include
5 NRS 165.135(4)(a), which allows for a statement prepared by a CPA containing summaries
6 of the information required by NRS 165.135(1). This Court simply orders that all litigation
7 regarding the accountings in existence at the time of the jury trial must end.⁹ The nature of
8 the accountings influence this Court's decision regarding attorneys' fees and the no-
9 contest provisions of the trust.

10 2. *Validity of the Agreements and Consents to Proposed Actions (ACPAs) and*
11 *Indemnification Agreements*

12 Todd as trustee of the Issue Trust, and Todd and Michael Kimmel as co-trustees of
13 the Family Trust, ask this Court to ratify and approve the ACPAs, thus relieving them of
14 liability for actions reasonably taken in reliance upon them. They (and Todd individually)
15 also ask this Court to affirm the indemnification agreements. Wendy opposes and asks
16 this Court to invalidate the ACPAs and rescind any transactions accomplished through
17 them. She also contests Stan and Todd's indemnification agreements and asks that any
18 transactions accomplished through them be invalidated and set aside. Each party presents
19 substantial arguments supporting their respective positions. This Court again returns to
20 the scope and content of the jury trial and the facts common to legal and equitable claims.
21 While the attorneys argued to the jury that this Court would decide the validity of the
22 ACPAs and indemnification agreements, each of the challenged documents and related
23 transactions were thoroughly presented and argued to the jury – including document
24 preparation, execution, and other formation irregularities. Thus, at least, the jury verdict is
25 an implicit rejection of Wendy's arguments.

26 Having considered all arguments, this Court concludes it will neither affirm nor

27
28 ⁹ The trustees may wish to modify the form of future accountings to provide better notice and explanations
to the beneficiaries. Otherwise, they risk objections this Court may be inclined to grant, including an award
of attorney's fees.

1 reject the ACPAs and indemnification agreements. They cannot be segregated from the
2 legal claims presented to the jury and now subsequently argued in support of equitable
3 relief. The jury constructively approved and affirmed the ACPAs and indemnification
4 agreements when it reached its verdict. The verdict prevents additional litigation and
5 precludes liability exposure for actions taken in reliance upon these documents. All claims
6 involving the disputed ACPAs and indemnification agreements shall end with the jury's
7 verdict. Nonetheless, the ACPAs and indemnification agreements also influence this
8 Court's decision regarding attorneys' fees and the no-contest provisions.

9 3. *Violation of the no-contest provisions of the trusts*

10 All trustees except Stan ask this Court to declare that Wendy violated the no-contest
11 provisions of the trusts when she initiated and maintained this litigation. Wendy opposes
12 and asks this Court to declare that Todd violated the no-contest provisions when he filed
13 the initial petition and later moved to dismiss her litigation. The trustees' request deserves
14 analysis, whereas Wendy's request is retaliatory and made with little legal basis or
15 support from the trust instruments.

16 Wendy sought to enforce her rights, obtain instructions, and remedy a breach of
17 fiduciary duties. The jury agreed that Todd breached his fiduciary duties. Further, based
18 upon the information she possessed, she had probable cause to seek invalidation of
19 transfers and other acts of trust administration. This Court must distinguish between the
20 *existence* of probable cause for initiating and maintaining this action with the manner in
21 which the probable cause was *litigated*. As noted elsewhere, Wendy and Stan had
22 probable cause to seek answers to questions raised by the accountings and other events of
23 trust administration. Thus, while Wendy's litigation zeal and overreaching jury demand
24 may implicate Sam's intention to disincentivize litigation, Wendy's legal actions were
25 authorized and do not create a bar to her beneficial rights.

26 4. *Unjust enrichment and constructive trust*

27 Wendy asks this Court to impress a constructive trust to cure unjust enrichment
28 caused by fraud, breach of fiduciary duty, and self-dealing. Todd, Stan, and the trustees

1 make several arguments in opposition to Wendy's request. This Court disagrees with
2 Wendy's position. Wendy's allegations of misconduct, document impropriety, and self-
3 dealing underlying her request for equitable relief are inseparable from the legal claims
4 she presented to the jury. Wendy has been awarded damages for Todd's breach of
5 fiduciary duties. Any other equitable relief would constitute double recovery and alter the
6 jury's verdict in violation of the Seventh Amendment and its interpretative decisions.

- 7 5. *Removal of trustees*
8 *Disgorgement of trustee fees*
9 *Use of trust funds to initiate petition and defend against Wendy's counterpetition*
 Award of attorneys' fees

10 Wendy relies upon her same arguments when asking this Court to remove the
11 trustees, order the trustees to disgorge trustee fees, and deny the use of trust funds to
12 present their petitions and defend against her counterpetition. The parties present
13 substantial authorities and arguments (and other moving papers) relating to attorneys'
14 fees.

15 There is no basis to consider the removal of any trustee except Todd. The two bases
16 to remove Todd are 1) the jury's verdict that Todd breached his fiduciary duties, and 2)
17 this Court's observation that Todd's neutrality is conflicted by his own interests and
18 animus towards Wendy. This Court concludes removal would be unjust and
19 incommensurate for several reasons: 1) Todd is Sam's designated and preferred trustee, 2)
20 other trustees will diffuse Todd's conflicts and reduce the personal contact between Todd
21 and Wendy, 3) the remedy against Todd's breaches and conflicts are made through other
22 orders regarding attorneys' fees, disgorgement of trustee's fees, and inapplicability of the
23 no-contest provisions, 4) Todd's own affairs are inseparable from trust administration and
24 his removal as trustee will not sever him from trust business; he will remain involved in
25 Jaksick family affairs through his ongoing management and ownership of several other
26 related entities, 5) the expenses of removing Todd and educating a successor trustee
27 would be expensive and inefficient, and 6) Wendy's suggestion that a commercial trustee
28 serve as successor trustee for all trustees is neither warranted nor workable.

 However, based upon the jury's verdict that Todd breached his fiduciary duties

1 (and secondarily, this Court's findings about the timing and content of the accountings),
2 this Court grants Wendy's request that Todd disgorge or disclaim all trustee's fees from
3 the inception of his trusteeship through the date when final judgment is entered. The
4 amount disgorged or otherwise forfeited may serve as an offset against the 25% of
5 trustees' attorneys' fees Todd is ordered to pay, as set forth below. This Court confirms
6 trustee fees to all other trustees.

7 There are several requests regarding attorney's fees as a trust expense. This Court's
8 discretionary resolution of the fees requests is bound by all facts of record and influenced
9 by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement
10 agreement between Todd and Stan) and uncertainties created by notarial malfeasance.

11 This Court first orders that Stan Jaksick and Michael Kimmel's attorneys' fees be
12 chargeable to the trust and paid from trust corpus. This Court's decision regarding
13 Wendy and Todd's fees (both as trustee and individually) are more complicated. There
14 are competing facts and legal principles, which this Court analyzes in the aggregate and
15 not in isolation. In particular, the NRCP 68 request cannot be considered narrowly, but
16 instead, must be viewed by a totality of the case proceedings and statutory authorities
17 governing trustees. There are several options before this Court:

- 18 - Order the trust to pay all, some, or none of Wendy's fees
19 because she successfully obtained a verdict that Todd breached
20 his fiduciary duties as trustee.
- 21 - Order the trust to pay all, some, or none of the fees Todd
22 incurred as trustee because, even though he breached his
23 fiduciary duties, he qualitatively and quantitatively prevailed
24 against other claims asserted by Wendy.
- 25 - Order Wendy to pay fees Todd incurred because she brought
26 or maintained her action without reasonable grounds or to
27 harass.
- 28 - Order Wendy to pay fees Todd incurred as trustee of the Issue
Trust because she rejected his \$25,000 offer of judgment.
- Order Wendy to pay fees Todd incurred individually because

1 she rejected his \$25,000 offer of judgment.

- 2 - Discretionarily decline to order Wendy to pay fees pursuant to
3 the offers of judgment.

4 On August 29, 2018, Todd offered Wendy to have judgment entered against him
5 individually in the amount of \$25,000. He also offered Wendy to have judgment entered
6 against him as trustee of the Issue Trust in the amount of \$25,000. The jury did not make
7 any adverse findings against Todd individually, but it concluded Todd breached his
8 fiduciary duties as trustee and awarded \$15,000 to Wendy. With adjustments for interest,
9 the amount Wendy will receive is almost indistinguishable from the \$25,000 Todd offered
10 as trustee. To the extent there is a *de minimis* distinction, the difference is not enough in a
11 dispute that incurred several million dollars of fees and involved tens of millions in
12 controversy.

13 An offer of judgment must be an authentic attempt to settle a dispute. The offer of
14 judgment benefit is not automatically conferred. Instead, this Court must carefully
15 analyze the offer and discretionarily apply it to the unique facts of each case. This Court
16 and counsel are familiar with the American Rule of attorneys' fees and discretionary
17 application of NRCP 68. This Court's discretion exists to encourage parties to convey
18 legitimate offers to resolve their disputes. Of course, judicial discretion is controversial to
19 those who are aggrieved, and it is unpredictable to all.

20 On one side, offers that are appropriate in time and amount will cause the non-
21 offering party to become realistic and engage in genuine risk/benefit analyses. These
22 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
23 disputes before trial, they should be in an amount the non-offering party cannot decline in
24 good faith. Defendants who perceive no liability exposure chafe against making time- and
25 amount-appropriate offers because they resent the payment of any money to a party they
26 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
27 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
28 settlement--they are strategic devices to shift the risk of fees by offering illusory

1 consideration to end litigation.

2 This Court's discretion is guided by the unique facts and procedural history of this
3 case. This Court analyzes the Beattie factors as follows:

4 *Whether Wendy's claims were brought in good faith?* Wendy believed in good faith that
5 she suffered damages from Todd's individual and fiduciary misconduct. She trusted the
6 court system and exercised her constitutional right to jury trial. This Court concludes that
7 Wendy's claims against Todd as trustee of the Issue Trust were brought in good faith.
8 Wendy's concerns are countenanced, in large part, by the questions raised by the
9 accountings, Stan's separate allegations against Todd, document anomalies, and the optics
10 of Todd's disproportionate benefit from Sam's business and trust affairs. The good-faith
11 nature of Wendy's claims against Todd individually are more difficult to discern. In the
12 final analysis, Wendy had some cause to initiate the claims against Todd individually, but
13 as discovery progressed, Wendy's cause to pursue Todd individually diminished. This
14 factor weighs slightly in Wendy's favor regarding the Issue Trust offer of judgment and is
15 neutral regarding Todd's individual offer of judgment.¹⁰

16 *Whether Todd's offers were reasonable and in good faith in both timing and amount?* This
17 Court has wrestled with the question of whether the offers of judgment were brought in
18 good faith in both timing and amount. These offers of judgment were made six months
19 after Wendy filed her amended counter-petition, when discovery was still in its infancy.
20 This Court concludes the amounts offered were neither good faith/reasonable nor
21 strategic bad faith/unreasonable. They fall within the continuum between those two
22 categories. Todd knew, or should have known, the fees incurred through continuing
23 litigation alone would substantially overshadow the offered amounts. Todd knew, or
24 should have known, that Wendy would never accept \$25,000 to resolve her claims against
25 him as trustee of the Issue Trust.

26 However, Todd also had cause to believe he would prevail at trial, a fact now
27

28 ¹⁰ Because this Court finds Wendy brought her claims in good faith, this Court concludes fees under NRS
18.010(2)(b) are not warranted.

1 proven with respect to the claims against him individually. Todd's subjective belief about
2 the strength of his position is legally relevant. "[W]here the offeror has a reasonable basis
3 to believe that exposure to liability is minimal, a nominal offer is appropriate." Arrowood
4 Indem. Co. v. Acosta, Inc., 58 So. 3d 286, 289 (Fla. Dist. Ct. App. 2011) (discussing the good
5 faith prong of an offer of judgment from a Florida statute analogous to NRCP 68). At the
6 time Todd made his individual offer, Wendy had been unable to present coherent facts
7 underlying her claims against him personally. He therefore had reason to believe
8 Wendy's claims against him individually were weak or lacked merit. See Beach, 958 F.
9 Supp. at 1171 (holding defendant's offer was reasonable even though plaintiff's alleged
10 damages exceeded the offer's amount "given the weaknesses defendant perceived in
11 plaintiff's case."); see also Scott-Hop v. Bassek, Nos. 60501, 61943, 2014 WL 859181 at *6
12 (Feb. 28, 2014) (holding reasonable an offer of \$25,000 even though plaintiff's alleged
13 medical expenses were over \$150,000 because of the uncertainty of plaintiff's case and
14 defendant's summary judgment motion); Max Bear Productions, Ltd. v. Riverwood
15 Partners, LLC, No. 3:09-CV-00512-RCJ-RAM, 2012 WL 5944767 (D. Nev. Nov. 26, 2012)
16 ("The token \$1,000 offer may appear to have been made simply for the procedural purpose
17 of preserving rights to fees . . . should Defendant win a judgment. However, the
18 weaknesses of Plaintiff's case made this token offer reasonable."); Arrowood, 58 So. 3d at
19 289-90 (holding a court is required to consider an offeror's subjective belief that an offer is
20 reasonable and not just objective factors).

21 This Court concludes the second factor to consider is neutral regarding the Issue
22 Trust and does not inure to any party's favor or disfavor. Todd hoped he would prevail at
23 trial, but given the financial and documentary complexity, discovery delays and disputes
24 (including Todd's continued depositions long after the offers of judgment were made), the
25 untimely accountings, incomplete discovery, and the amounts in controversy, the offer
26 does not appear to be made with the good-faith intention of settling Wendy's claims. In
27 contrast, Todd's offer to settle Wendy's claims against him individually for the payment of
28 \$25,000 appears more reflective of the circumstances and was made with a good-faith

1 intention to settle the claims. Thus, this factor favors Todd individually.

2 *Whether Wendy's decision to reject the offer and proceed to trial was grossly unreasonable*
3 *or in bad faith?* Wendy's decision to reject Todd's offer as trustee of the Issue Trust was not
4 grossly unreasonable or in bad faith. The offer arrived early in discovery. Wendy had
5 incurred substantially more in fees than the offered amount and she was entitled to
6 examine her legal position after discovery was received. In contrast, her decision to reject
7 Todd's individual offer is less reasonable, yet this Court cannot conclude her rejection was
8 grossly unreasonable or made in bad faith. Her decision was simply unwise in retrospect
9 and she cannot now be relieved of its consequences. This third factor weighs in favor of
10 Wendy regarding the Issue Trust and is neutral regarding Todd's personal liability.

11 *Whether the fees sought are reasonable and justified in amount?* Todd's individual and
12 trustee attorneys are experienced in law and trial. They have exemplary records of service
13 in our legal community and they obtained a positive outcome for their clients. After
14 considering each of the Brunzell factors, this Court finds the fees sought by Todd
15 individually from the date of the offer are reasonable in light of his experienced and
16 effective attorneys, duration and scope of litigation, and the result obtained. However,
17 the aggregate fees this Court expects Todd to seek as trustee of the Issue Trust are not
18 justified when the offered \$25,000 is compared to the jury verdict. Shifting substantial
19 attorneys' fees to Wendy is unjustified in this instance. Regarding Todd's individual fees,
20 the amounts are reasonable and justified when charged against Wendy. This factor is
21 neutral with respect to the Issue Trustee offer and favors Todd with respect to his
22 individual offer of judgment.

23 For these reasons, this Court orders as follows:

- 24 a. The trusts shall pay 100% of the fees incurred by their attorneys in
25 representation of the trustees. However, Todd shall reimburse the
26 trusts from his personal resources for 25% of the amount paid because
27 the jury determined he breached his fiduciary duties. Provided,
28 however, Todd is entitled to reduce this 25% personal obligation by

1 the amount of trustee's fees he is ordered to disgorge.

- 2 b. Wendy is *not* required to pay fees Todd incurred as trustee because
3 she rejected the \$25,000 offer of judgment.
- 4 c. Wendy *shall* pay 100% of fees Todd incurred individually from the
5 date the offer of judgment was made. Provided, however, Todd shall
6 be Wendy's judgment creditor and have no greater access to payment
7 than any other judgment creditor. Todd may attach or anticipate
8 Wendy's distributive share only if there are no spendthrift provisions
9 within the trust instruments that prohibit such creditor collection
10 efforts. If such spendthrift provisions exist, distributions shall be
11 made to Wendy and Todd may seek collection efforts against Wendy
12 personally, subsequent to the distribution. The trustees (including
13 Todd) shall carefully measure Todd's rights as an individual
14 judgment creditor with their fiduciary duties owed to Wendy as a
15 beneficiary.
- 16 d. The Trusts shall pay a combined attorneys' fee of \$300,000 to Wendy's
17 attorneys for prevailing in the claim against Todd for breach of
18 fiduciary duties. This payment shall be made directly to Wendy's
19 attorneys without Wendy's signatory participation as a client or trust
20 beneficiary.
- 21 e. All fees ordered shall be treated as general trust administration
22 expenses and not allocated to any beneficiary's distributive share.
- 23 f. Todd is not required to indemnify the trust for the \$300,000 payable to
24 Wendy's attorneys because he is already ordered to pay 25% of the
25 aggregate fees incurred in representation of the trustees.
- 26 g. The request for oral arguments is denied.

27 **Other Issues**

- 28 1. *Second supplement to first amended counterpetition*

1 On May 9, 2019 (after the legal phase of trial but before the equitable trial), Wendy
2 filed a Second Supplement to her First Amended Counterpetition in which she continued
3 her theme about untimely accountings. Wendy asks this Court to consider the new fact
4 allegation the Family Trust co-trustees failed to prepare and deliver accountings for the
5 Family Trust and Wendy Subtrust for the period from January 1, 2018, to December 31,
6 2018. She requests the production and delivery of these accountings and asks that the
7 trustees be sanctioned. The trustees (including Todd and Stan individually) moved to
8 strike Wendy's supplement because it was filed after the August 2, 2018, deadline to file
9 motions to amend pleadings and violated NRCP 15(d).¹¹ The 2018 accountings were
10 provided to Wendy in early July, 2019, thus rendering Wendy's request to compel moot.

11 It appears the accountings were untimely and this Court agrees Wendy could not
12 have filed the supplement until after the deadline for providing the 2018 accountings had
13 passed. However, the 2018 accountings are not part of the underlying litigation. This
14 Court declines Wendy's invitation to enlarge this litigation to satisfy judicial economy.
15 This litigation is bounded by the pleadings and cannot remain an open receptacle to
16 receive real-time allegations of inappropriate trust administration. The supplement is
17 stricken as beyond the scope of claims before this Court. Wendy may file a separate action
18 challenging the timing and content of the 2018 accountings if she is so inclined. This Court
19 neither encourages nor discourages such litigation.

20 2. *The Lake Tahoe property*

21 Though not placed within a certain claim for relief within her pleadings, Wendy
22 asks this Court to rescind all transactions involving the Lake Tahoe home and restore title
23 to the SSJ LLC, which was 100% owned by the Family Trust. Wendy continues to
24 overwhelm this Court with repetitive and lengthy arguments about the option
25 agreements, forgery, fraud, fiduciary duties, unjust enrichment, trustor intentions,
26 consideration, etc. All of Wendy's arguments were presented to the jury and rejected in
27

28 ¹¹ Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

1 the jury's verdict. This Court will not enter any order granting relief to Wendy regarding
2 the Lake Tahoe home.

3 3. *Future distributions*

4 On July 23, 2019, Wendy filed an Emergency Motion to Compel Distribution from
5 the Family Trust. She alleged she was being evicted from her home in Texas and needed
6 money to relocate to either Arizona or Reno. Wendy asked this Court to order the trustees
7 of the Family Trust to distribute \$6,000 for a deposit on a new apartment and \$5,000 per
8 month for living expenses. Wendy further asks this Court to advise the trustees regarding
9 the schedule of other distributions for living expenses. Wendy's motion is denied. This
10 Court will not supervise trust administration on an ongoing basis. It will not provide
11 advisory guidance or otherwise order the trustees regarding administration and
12 distributions. Instead, it will adjudicate disputes through normal judicial processes.
13 Wendy may initiate separate litigation if she is so inclined.

14 4. *Costs.*

15 Todd Jaksick as an individual, Duck Lake Ranch, LLC, and Incline TSS, are the
16 prevailing parties entitled to statutory and reasonable costs. All other parties may file cost
17 memoranda as authorized by law.

18 **Conclusions**

19 1. This Court does not confirm the accountings. However, the substance of the
20 accountings were presented to the jury and fall within the jury's verdict. Thus, this Court
21 will not allow additional litigation as to any accounting that formed the basis for Wendy's
22 legal claims. All future accountings shall be timely and formulated to provide the
23 beneficiaries with adequate notice of values, transactions, and other acts of trust
24 administration. The trustees are authorized to pay, at Wendy's request, a portion of
25 Wendy's distributive shares to Wendy's designated financial professional who will assist
26 her to understand the accountings and interact with the trustees.

27 2. This Court does not confirm the ACPAs or indemnification agreements.
28 However, the substance of the ACPAs and indemnification agreements were presented to

1 the jury and fall within the jury's verdict. This Court will not allow additional litigation as
2 to any of the ACPAs and indemnification agreements that formed the basis for Wendy's
3 legal claims.

4 3. The trustees' request to impose no-contest penalties against Wendy is
5 denied.

6 4. Wendy's claims for unjust enrichment and constructive trust are denied.

7 5. Todd is confirmed as trustee of Issue Trust and co-trustee of Family Trust.
8 All other trustees are also confirmed.

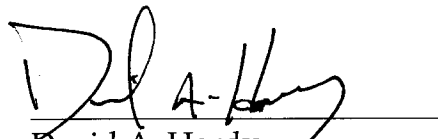
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject
10 to the fees award provisions.

11 7. This Court anticipates the parties will seek clarification and other relief
12 through additional motion work. The attorneys' fees provisions in this order reflect the
13 entirety of this Court's intentions regarding fees. This order also reflects the entirety of
14 this Court's intentions regarding all other pending matters.

15 8. Todd and the trustees may submit a proposed judgment consistent with the
16 jury's verdict and this order on equitable claims.

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

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21 
22 David A. Hardy
23 District Court Judge
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28

ORIGINAL

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

WENDY JAKSICK,

Petitioner,

CASE NO.: PR17-00445

v.

DEPT. NO.: 15

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the
SSJ's Issue Trust; MICHAEL S. KIMMEL,
Individually and as Co-Trustee of the
Samuel S. Jaksick Jr. Family Trust;
STANLEY S. JAKSICK, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY,
Individually, as Former Trustee of the
Samuel S. Jaksick Jr. Family Trust, and
as Trustee of the Wendy A. Jaksick 2012
BHC Family Trust, INCLINE TSS, LTD.;
DUCK LAKE RANCH, LLC; SAMMY SUPERCUB
LLC, SERIES A,

CASE NO.: PR17-00446

DEPT. NO.: 15

VERDICT

Respondents.

/ / /

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1 We, the jury, duly impaneled in the above-entitled action,
2 find that Petitioner, Wendy Jaksick, has proven her **breach of**
3 **fiduciary duty claim**, by a preponderance of evidence, against:

4 (Please circle only one for each line item)

5 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
6 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
7 TODD JAKSICK (as Co-Trustee of Family Trust)	<input checked="" type="radio"/> YES	NO
8 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
9 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
10 TODD JAKSICK (as Trustee of Issue Trust)	<input checked="" type="radio"/> YES	NO

11 We, the jury, duly impaneled in the above-entitled action,
12 find that Petitioner, Wendy Jaksick, has proven her **civil**
13 **conspiracy and aiding and abetting claim**, by preponderance of
14 evidence, against:

15 (Please circle only one for each line item)

16 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
17 KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
18 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
19 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
20 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
21 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
22 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
23 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
24 MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

25 / / /

26 / / /

1 We, the jury, duly impaneled in the above-entitled action,
2 find that Petitioner, Wendy Jaksick, has proven her **aiding and**
3 **abetting breach of fiduciary duty claim**, by a preponderance of
4 evidence, against:

5 (Please circle only one for each line item)

6 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
7 KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
8 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
9 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
10 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
11 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
12 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
13 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
14 MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

15 We, the jury, duly impaneled in the above-entitled action,
16 find that Petitioner, Wendy Jaksick, has proven her **fraud claim**
17 by clear and convincing evidence, against:

18 (Please circle only one for each line item)

19 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
20 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
21 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO

22
23 (If you circled "yes" to **ANY** of the above claim(s) correlating
24 to **ANY** respondent then proceed to and answer Questions 1 AND 2.
25 If you answered "no" to **ALL** of the above then skip Questions 1
26 AND 2 and sign and date verdict form.)

27 / / /

28 / / /

/ / /

1 1. We, the jury, duly impaneled in the above-entitled
2 action, having found in favor of Petitioner, Wendy Jaksick, on
3 one or more of her claims against one or more of the
4 Respondents, find that she has proven by a preponderance of
5 evidence the amount of her damages, assess her damages to be
6 \$ 15,000.⁰⁰
7

8 2. Has Wendy Jaksick established by clear and convincing
9 evidence that any of the Respondents acted with fraud,
10 oppression, or malice?

11 (Please circle only one for each line item)

12 KEVIN RILEY	YES	<input checked="" type="radio"/> NO
13 STAN JAKSICK	YES	<input checked="" type="radio"/> NO
14 TODD JAKSICK	YES	<input checked="" type="radio"/> NO
15 MICHAEL KIMMEL	YES	<input checked="" type="radio"/> NO

16 DATED this 4 day of March, 2019.

17 *Quen Sedler*
18 FOREPERSON
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CODE: 2535

Adam Hosmer-Henner, Esq. (NSBN 12779)

MCDONALD CARANO

100 West Liberty Street, 10th Floor

Reno, Nevada 89501

Telephone: (775) 788-2000

ahosmerhenner@mcdonaldcarano.com

Attorneys for Stanley Jaksick,

Co-Trustee of the Family Trust

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * * * *

In the Matter of the Administration of the

SSJ ISSUE TRUST,

CASE NO.: PR17-00445

DEPT. NO.: 15

CASE NO.: PR17-00446

DEPT. NO.: 15

In the Matter of the Administration of the

SAMUEL S. JAKSICK, JR. FAMILY TRUST,

WENDY JAKSICK,

Respondent and Counter Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, and as Trustee of the SSJ's Issue Trust, MICHAEL S. KIMMEL, Individually and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, and STANLEY S. JAKSICK, Individually and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, Kevin Riley, Individually and as former Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the Wendy A. Jaksick 2012 BHC Family Trust,

Petitioners and Counter-Respondents.

STANLEY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust.

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD
3 CARANO and that on April 1, 2020, I served the foregoing on the parties in said case by
4 electronically filing via the Court's e-filing system. The participants in this case are registered e-
5 filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF
6 system, and parties may access this filing through the Court's CM/ECF system.

7 Donald Lattin, Esq.
8 Robert LeGoy, Esq.
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Kreitlein Law Group, Ltd.
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Reno, NV 89502

14 R. Kevin Spencer, Esq.
15 Zachary E. Johnson, Esq.
16 Brendan P. Harvell, Esq.
17 Spencer Law, P.C.
500 N. Akard St., Suite 2150
Dallas, TX 75201

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

19 DATED: April 1, 2020.

20 By /s/ Jill Nelson
21 An Employee of McDonald Carano
22
23
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25
26
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1845

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,
v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

**JUDGMENT ON JURY VERDICT AND
COURT ORDER ON EQUITABLE
CLAIMS**

A. JUDGMENT ON JURY VERDICT

This matter was tried to a jury from February 14, 2019 to and including March 4, 2019.
The jury found in favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-

1 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
2 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
3 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust and against
4 Counter-Petitioner Wendy Jaksick on all claims and defenses. The jury found in favor of Counter-
5 Petitioner Wendy Jaksick against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr.,
6 Family Trust and as Trustee of the SSJ's Issue Trust on her breach of fiduciary duty claim and
7 assessed damages in the total amount of \$15,000. The jury found in favor of Todd Jaksick, as Co-
8 Trustee of the Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, on all
9 of Wendy Jaksick's other claims tried to the jury. The Jury Verdict is attached hereto and made a
10 part hereof.

11 Accordingly, judgment is entered as follows:

12 1. In favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-
13 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
14 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
15 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust against Counter-
16 Petitioner Wendy Jaksick on all of the claims and defenses tried to the jury. As required by NRS
17 18.110, these prevailing parties shall file their Memoranda of Costs within five days from notice
18 of entry of this Judgment on Jury Verdict.

19 2. In favor of Wendy Jaksick against Todd Jaksick as Co-Trustee of the Samuel S.
20 Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust on Wendy Jaksick's breach of
21 fiduciary duty claims. The Jury's Verdict in favor of Counter-Petitioner Wendy Jaksick in the
22 amount of \$15,000 is *de minimis* in light of her request for damages of \$80,000,000 and in light of
23 her failure to prevail on fraud, conspiracy and aiding and abetting. She is, therefore, not a
24 prevailing party and not entitled to recover costs under NRS 18.050 and NRS 18.110. Counter-
25 Petitioner Wendy Jaksick failed to obtain a judgment in excess of the Offers of Judgment served
26 by Todd Jaksick, as an individual, and is therefore not entitled to recover costs pursuant to NRC
27 68. Counter-Petitioner Wendy Jaksick's judgment against Todd Jaksick, as Co-Trustee of the
28 Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, is for the total amount

1 of \$15,000, together with prejudgment interest from the date of her Counter-Petition (January 19,
2 2018) to the date of the Offer of Judgment (August 29, 2018) served by Todd Jaksick, in his
3 individual capacity, in the amount of \$605.34, for a total judgment of \$15,605.34. This judgment
4 shall accrue interest at judgment rate until paid in full.

5 3. All claims asserted by Counter-Petitioner Wendy Jaksick in her Counter-Petition
6 and Amended Counter-Petition and tried to the jury are dismissed with prejudice.

7 4. In favor of Duck Lake Ranch, LLC, and Incline TSS, Ltd. against Counter-
8 Petitioner Wendy Jaksick. The Court dismissed Counter-Petitioner's claims against these entities
9 and pursuant to NRS 18.110, these entities shall file their Memoranda of Costs within five days of
10 notice of entry of this judgment.

11 **B. JUDGMENT ON EQUITABLE CLAIMS**

12 On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's equitable
13 claims. The parties stipulated to submit written closing trial briefs and replies. Having considered
14 all briefs, evidence admitted during the jury trial and evidence submitted in support of the parties'
15 positions on the equitable claims, the Court entered its *Order After Equitable Trial* on March 12,
16 2020. The Order is attached hereto, made a part hereof, and is incorporated herein. The terms,
17 provisions, findings and conclusions set forth in its *Order After Equitable Trial* are incorporated
18 herein as the Court's Findings of Fact and Conclusions of Law pursuant to Rule 52(a) of the
19 Nevada Rules of Civil Procedure.

20 Judgment is hereby entered as follows:

21 1. Against Counter-Petitioner Wendy Jaksick on all of her equitable claims and is
22 entered in favor of Todd Jaksick, as an individual, Stanley Jaksick, as an individual and Co-
23 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, as an individual and Co-
24 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, individually, Kevin Riley, as Co-
25 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, as Trustee of the BHC Trust,
26 Duck Lake Ranch, LLC, and Incline TSS, Ltd. These prevailing parties shall file their
27 Memoranda of Costs pursuant to NRS 18.110 within five days of the notice of entry of this
28 judgment.

1 2. In favor of Counter-Petitioner Wendy Jaksick's counsel of record in the amount of
2 \$300,000 to be paid by the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust.

3 3. In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust against
4 Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust in an amount equal to
5 25% of the attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust
6 for legal services rendered on behalf of the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust
7 and Trustee for the SSJ's Issue Trust. Todd Jaksick's obligation to satisfy this judgment requires
8 payment of the amount determined from his personal funds. Counsel for the Trustees and Trustee
9 shall submit verified Memoranda of Fees paid within twenty-one days of notice of entry of this
10 judgment.

11 4. On March 13, 2019, Todd Jaksick, in his individual capacity, filed a Motion for
12 Order Awarding Costs and Attorneys' Fees for Todd Jaksick, individually, Duck Lake Ranch,
13 LLC and Incline TSS, Ltd. For the reasons stated in the Court's March 12, 2020 *Order After*
14 *Equitable Trial*, Todd Jaksick's Motion for Order Awarding Costs and Attorneys' Fees was
15 granted, subject to section (c) on page 22 of the Court's *Order After Equitable Trial*. Accordingly,
16 judgment is hereby entered in favor of Todd Jaksick, individually, against Counter-Petitioner
17 Wendy Jaksick in the amount of \$436,331 for attorneys' fees and \$68,834.07 in costs, for a total
18 judgment in favor of Todd Jaksick against Counter-Petitioner Wendy Jaksick of \$505,165.07,
19 which amount shall accrue interest from the date hereof at the legal rate.

20 5. In favor of the SSJ's Issue Trust and Incline TSS, Ltd., confirming title to the Lake
21 Tahoe house is to remain in the name of Incline TSS, Ltd., and against Wendy Jaksick regarding
22 claims to disrupt or change the title to the Lake Tahoe home.

23 6. In favor of the Samuel S. Jaksick, Jr., Family Trust against Counter-Petitioner
24 Wendy Jaksick denying her July 23, 2019 Emergency Motion to Compel Distribution from the
25 Samuel S. Jaksick, Jr., Family Trust.

26 7. In favor of Counter-Respondents, consistent with the Jury's Verdict on the ACPAs
27 and Indemnification Agreements.
28

1 8. Against Counter-Petitioner Wendy Jaksick and in favor of Todd Jaksick,
2 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Stanley Jaksick,
3 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel,
4 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley,
5 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC
6 Trust, Duck Lake Ranch, LLC, and Incline TSS, Ltd., on Counter-Petitioner Wendy Jaksick's
7 claims on unjust enrichment and constructive trust.

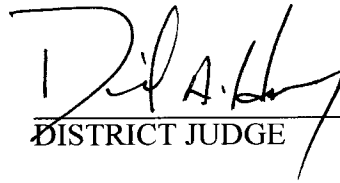
8 9. In favor of Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust
9 and as Trustee of the SSJ's Issue Trust, and against Counter-Petitioner Wendy Jaksick confirming
10 Todd Jaksick, as Trustee of the SSJ's Issue Trust and Co-Trustee of the Samuel S. Jaksick, Jr.,
11 Family Trust. Michael Kimmel and Stanley Jaksick are also confirmed as Co-Trustees of the
12 Samuel S. Jaksick, Jr., Family Trust.

13 10. In favor of the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust
14 against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the
15 SSJ's Issue Trust, for all Trustee's fees paid to Todd Jaksick. Todd Jaksick is hereby required to
16 disgorge all Trustee's fees paid to him, and payment thereof will constitute a setoff against any
17 amounts he must pay as and for 25% of the attorneys' fees paid to the Trustees' counsel of record.

18 11. Declaring and decreeing that all fees ordered against Wendy Jaksick shall be
19 treated as a general trust administration expense and are not allocated to any beneficiaries'
20 distributive share. Todd Jaksick may attach or anticipate Wendy's distributive share only if there
21 are no spendthrift provisions within the trust instruments that prohibit such creditor collection
22 efforts. If such spendthrift provisions exist, distributions shall be made to Wendy, and Todd may
23 seek collection efforts against Wendy personally, subsequent to the distribution.

24 IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the foregoing, upon entry
25 and filing in this matter, is an enforceable final judgment and all findings and conclusions of the
26 Court's March 12, 2020 *Order After Equitable Trial* are expressly incorporated herein. This
27 judgment resolves all claims against all parties, and pursuant to Rule 54(b) of the Nevada Rules of
28 Civil Procedure is a final judgment.

DATED this 1st day of April, 2020.


DISTRICT JUDGE

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

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

_____ /

CONSOLIDATED

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

No. PR17-00446

Dept. No. 15

_____ /

ORDER AFTER EQUITABLE TRIAL

On August 2, 2017, the trustees of the SSJ's Issue Trust ("Issue Trust") and the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") filed Petitions for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.¹ October 10, 2017, Wendy Jaksick filed an Opposition and Objection to the Petition. On January 19, 2018, Wendy filed a Counterpetition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief, which was subsequently amended on February 23, 2018. Family Trust co-trustee Stan Jaksick filed an Objection to Approval of Accountings and Other Trust Administration Matters on October 10, 2017. Todd Jaksick, as trustee of the Issue Trust

¹ Family Trust co-trustee Stan Jaksick did not join in the petitions.

1 and co-trustee of the Family Trust, and Michael Kimmel as co-trustee of the Family Trust,
2 are represented by Donald Lattin and Carolyn Renner. Todd is represented in his
3 individual capacity by Kent Robison. Mr. Robison also represents Duck Lake Ranch, LLC,
4 Incline TSS, Ltd., and Sammy Supercub, LLC. Stanley Jaksick, as co-trustee of the Family
5 Trust, is represented by Adam Hosmer-Henner and Philip Kreitlein. Wendy is
6 represented by Mark Connot and Kevin Spencer.

7 1. This Court presided over a jury trial on legal claims between February 14,
8 2019, and March 4, 2019. The jury concluded Todd breached his fiduciary duty as trustee
9 and awarded damages of \$15,000. The jury found no other trustee breached any fiduciary
10 duty. In addition, the jury found Wendy had not proven her claims for 1) civil conspiracy
11 and aiding and abetting, 2) aiding and abetting breach of fiduciary duty, or 3) fraud
12 against any counter-respondent whether individually or as trustee. The jury did not find
13 any counter-respondent acted with fraud, oppression, or malice.

14 2. On May 13, 2019, this Court began a bench trial to resolve the remaining
15 equitable claims. By stipulation, the parties submitted written closing trial statements and
16 replies. This Court authorized supplemental briefing on a narrow issue related to Exhibit
17 561. This Court has considered all briefs and evidence admitted during the equitable trial
18 (including many exhibits previously admitted at jury trial).² This Court is aware that
19 disagreements continue and Wendy alleges ongoing breaches of fiduciary duties, as
20 illustrated by the moving papers relating to post-trial costs, the 2018 annual accountings,
21 and distribution guidance. It now finds and orders as follows:

22 General Findings

23 1. As a factfinder, this Court is authorized to consider its everyday common
24 sense and judgment, and determine what inferences may be properly drawn from direct
25 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d

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27 ² On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

1 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

2 2. The facts presented in support of the equitable claims inextricably overlap
3 with the legal claims presented to the jury. Despite how the claims are pled, Wendy is
4 attempting to retry her case to obtain a second review of similar facts and an outcome
5 different from the jury verdict.³ This Court may or may not have reached the same
6 decision as the jury. Regardless, it has no authority to dilute or otherwise modify the
7 jury's verdict.

8 3. The file materials compose more than 17,000 pages. There were more than
9 300 separate pleadings, motions, oppositions, replies, joinders, and other substantive
10 papers filed in this proceeding. The parties produced tens of thousands of documents
11 before trial and marked 677 exhibits for the two trials, of which 227 were admitted. The
12 substantive papers (with exhibits and transcripts) filed since the jury's verdict compose
13 more than 4,000 pages. This Court has read and re-read the pending moving papers, to
14 include exhibits and transcripts. It has analyzed every argument presented and carefully
15 studied the cited authorities. It cannot synthesize the competing moving papers, exhibits,
16 and arguments into a single coherent order. It cannot resolve the arguments in minutia.
17 Therefore, this Court elects to make general findings, which are substantially supported by
18 the evidence of record.

19 4. This Court regrets some of its more direct findings, which it must disclose to
20 support its discretionary resolution of equitable claims.

21 5. Sam Jaksick created substantial wealth during his life but his leveraged
22 estate was compromised by the "great recession" during the last season of his life. Sam's
23 estate is exceedingly complex because he used tens of different corporate entities as
24 holding companies for his wealth. Sam also partnered with non-family business entities.

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his

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27 ³ On January 3, 2018, Wendy demanded a jury trial on all legal claims. Wendy demanded a jury – at least in
28 part – because she likely suspected a judge's comprehensive, studious examination of all evidence would not
result in the \$80 million compensatory damages and additional punitive damages she asked the jury to
award. This Court honors Wendy's unfettered constitutional right to a jury trial but it will not re-visit the
identical facts to arrive at a different outcome for Wendy.

1 children, despite their different strengths, weaknesses, and personalities. Wendy did not
2 transition well into adulthood and Sam was aware of her inability to provide for herself.
3 Wendy does not understand financial complexities. Sam was more confident in Stan and
4 Todd as he worked with them during his life and designated them to continue
5 participating in his estate and business affairs after his death. Stan's trial participation was
6 not lengthy but he appears to enjoy some financial fluency and business sophistication.
7 Stan also presented as a credible witness and thoughtful sibling. While Todd is most
8 familiar with Sam's business and trust affairs, he is only marginally sophisticated as a
9 trustee. He regularly deferred to the knowledge and expertise of others.⁴ Todd also
10 presented as conflicted by his own interests, influenced by his animus towards Wendy,
11 and confused about his duties as a neutral trustee.

12 7. Sam's estate plan evolved over the years, and its last iteration was influenced
13 by debt, tax avoidance, asset protection, and planning around Stan's divorce. Both Sam
14 and Todd were exposed to personal liabilities on substantial debts Sam had incurred.
15 Some of the estate documents were created in haste because of Sam's heart illness and
16 surgery in December, 2012. (Sam survived his heart illness and tragically died in a water
17 accident in 2013). Some of the 2012-13 estate planning documents are disorganized,
18 internally inconsistent, and complicated by notarial mischief or neglect. This Court was
19 particularly troubled by the notary's abdication of statutory responsibilities, which was an
20 influencing fact in the litigation Wendy pursued. Notaries are given great authority and
21 their actions induce reliance. The notary at issue fell below the statutory standards. This
22 finding alone warrants a substantial financial consequence upon the trust, which this
23 Court includes in its analysis of the no-contest penalty and attorneys' fees requests.

24 8. Todd's participation in Sam's estate beginning in 2012 can be viewed
25 through two opposing lenses: he was either a disconnected participant who yielded to his
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27 ⁴ This Court understands jury instruction no. 11, which does not alter the fact that Todd struggled under the
28 shadow of his father's business acumen. The dynamic of Todd relying on professionals regarding the
accountings, while the professionals provided accountings with disclaimers and hyphens, created
uncertainty (or at least the appearance of uncertainty) about transactions, values, and who was ultimately
responsible for acts and accountings of trust administration.

1 father's wishes, or he was a subtly strategic participant who enriched himself to the
2 detriment of his siblings. These opposing possibilities are relevant only to understand
3 how this dispute became so bitter. This Court is inclined to find Todd was the former
4 rather than the latter, but regardless, Stan and Wendy had cause to seek answers to
5 questions created by document anomalies, inadequate disclosures, and transactions
6 inuring to Todd's benefit.

7 9. This action began when Stan, Wendy, and Todd were opposed to each other.
8 The dispute was exacerbated by inadequate information and self-interested perspectives.
9 Some of the more personal allegations among siblings reveal a family influenced by
10 misperceptions and individual interests. Wendy was particularly personal in her
11 allegations, the worst of which were harassing, vexatious, and without factual basis. There
12 were at least seven lawyers zealously advocating for their clients, which further
13 entrenched the siblings against each other. The children chose litigation over compromise
14 to work through the complexities of Sam's estate and their disparate financial
15 circumstances. With more effortful disclosures, neutral access to information, and a little
16 sibling patience, they *might* have worked through the messiness of Sam's estate to reach a
17 non-litigation resolution. Instead, the children sued each other, with Todd and Stan
18 settling their dispute just days before the jury trial began. Despite the settlement, this
19 Court is aware of the allegations Stan made against Todd in his deposition and trial
20 testimony. The settlement does not extinguish Stan's pleading allegations and
21 testimony – it merely reflects Todd and Stan's strategic and well-advised decision to
22 compromise their claims before trial. The settlement worked to Wendy's trial detriment,
23 yet she chose trial over settlement and must now accept the consequences of her choice.
24 Stan's allegations and testimony are relevant to contextualize the legal and equitable
25 claims, particularly the request to impose a no-contest penalty and for attorneys' fees
26 under NRS Chapter 18 and NRCP 68.

27 10. Todd and Stan contend they made every effort to avoid litigation but could
28 not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly

1 accurate, as Wendy's litigation position and trial demand were influenced more by animus
2 and avarice than by a desire for balanced justice. In particular, Wendy's \$80 million jury
3 demand revealed her overreach. However, Wendy's litigation zeal does not extinguish
4 her probable cause to seek answers and formulate claims based upon the information she
5 had at the time — the same information that led to Stan's allegations against Todd.

6 11. Throughout trial this Court reflected upon how Sam would respond if he
7 observed his children spending millions of dollars litigating his estate. The parties
8 repeatedly invited this Court to consider Sam's testamentary intentions. Responding to
9 that invitation, this Court has wondered how Sam would react to see his estate
10 disproportionately allocated among his children. There is no way to know how or if Sam
11 would have enlarged Wendy's beneficial interests if he survived the economic recovery.
12 Sam loved Wendy despite her issues, and this Court suspects Sam would have continued
13 his pattern of lifetime largesse in favor of his troubled daughter. But suspicion and
14 speculation are beyond this Court's authority. Death arrives at its own inconvenient time
15 and none can alter its consequences. Wendy is simply without her paternal benefactor and
16 is susceptible to the trustees' actions as governed by documents and transactions Sam
17 approved during his life.

18 12. The trustees' initial petitions were predicated upon accountings that
19 provided inadequate information. The accountings were untimely, and even if technically
20 compliant with the statutes, they failed to provide full and fair notice to Wendy as a
21 beneficiary. This Court acknowledges the trustees attempted to answer Wendy's
22 questions by making their CPA and lawyers available to Wendy, but there is only
23 marginal evidence in the record the trustees invested their own personal efforts to satisfy
24 Wendy's concerns. At some point the trustees' responses became form over function.
25 Todd particularly grew weary of Wendy, which affected his neutral trusteeship, as
26 illustrated by his hope to satisfy Wendy's beneficial interests at a discount that inured to
27 his benefit. In response, Wendy initiated scorched-earth litigation grounded in
28 entitlement and limited self-awareness. This Court cannot now alter the consequences of

1 the trust administration and litigation choices that precede this order.

2 13. Wendy's legal and equitable claims are grounded in the same common facts
3 and are exceedingly difficult to segregate. As this Court reviewed the hundreds of pages
4 of written arguments relating to the equitable claims, it was taken back to the evidence
5 and arguments presented to the jury. Through the misty fog of painfully voluminous
6 allegations and varied claims, the core of Wendy's complaint is that Todd breached his
7 fiduciary duties by self-dealing and failing to disclose information relevant to Wendy as a
8 beneficiary. No matter how Wendy frames or argues her equitable claims, she asks this
9 Court to remedy the identical facts and transactions she placed before the jury. This Court
10 must look to the substance of the claims, not just the labels used in the pleading document.
11 Nev. Power Co. v. District Court, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004).

12 14. The complexity of Sam's estate warranted extraordinary disclosures,
13 explanations, and compliance with discovery rules. There were significant discovery
14 disputes, such that this Court created a schedule for recurring access to the Discovery
15 Commissioner. This Court also ordered the production of disputed discovery. Discovery
16 continued to the very eve of trial and Wendy was still attempting to discern her beneficial
17 interests when trial began.

18 15. There were several sports references and metaphors argued to the jury.
19 Consistent with that theme, Wendy "swung for the fences" when she asked the jury to
20 award \$80 million to her (plus punitive damages), an amount that exceeds the evidentiary
21 value of this estate and would deprive Todd and Stan of any beneficial interests. She now
22 seeks a "mulligan" by re-arguing to this Court what was over-argued to the jury.⁵ The
23 jury found that Todd breached his fiduciary duties but only awarded \$15,000 to Wendy. It
24 found against Wendy on all other claims and against all other counter-respondents. This
25 Court may have been authorized to award additional equitable relief upon the same facts

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27 ⁵ To illustrate, Wendy argued in her omnibus opposition to the cost memoranda filed before the equitable
28 claims trial that "damages may still be awarded, transactions may be set-aside, further breaches of fiduciary
duty may be found, and the ACPAs and other documents may be found fraudulent or invalid, ab initio."
These were all claims and requests rejected by the jury.

1 if the jury found for Wendy on more claims and against more counter-respondents. But
2 constitutional and decisional authorities prevent this Court from entering a subsequent
3 order diluting or altering the jury's verdict.

4 16. Todd asks this Court to contextualize the \$15,000 as a *de minimis* award. This
5 Court will not infuse qualitative meaning into the jury's verdict. To do so would be
6 impermissible speculation. Todd breached his fiduciary duties to Wendy. And Wendy
7 was not awarded the damages she sought. These two facts are integral to this Court's
8 resolution of equitable claims and fees requests.

9 General Legal References

10 1. This Court cannot supplant or alter a jury's verdict by relying upon common
11 facts to reach a different outcome. See generally Lehrer McGovern Bovis, Inc. v. Bullock
12 Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032, 1038 (2008) (discussing special interrogatory
13 verdicts). In Acosta v. City of Costa Mesa, 718 F.3d 800 (9th Cir. 2013), the plaintiff
14 submitted his equitable claim for declaratory relief to the bench after the jury rejected his
15 legal claims. The court held "it would be a violation of the Seventh Amendment right to
16 jury trial for the court to disregard a jury's findings of fact. Thus, in a case where legal
17 claims are tried by a jury and equitable claims are tried by a judge, and the claims are
18 based on the same facts, in deciding the equitable claims, the Seventh Amendment
19 requires the trial judge to follow the jury's implicit or explicit factual determinations." Id.
20 at 828-29 (citations omitted).

21 2. In Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc., 908 F.3d
22 313, 343 (8th Cir. 2018), the jury found for the plaintiff on legal intellectual property claims,
23 but the bench subsequently applied the equitable defenses of laches and acquiescence.
24 The appellate court reversed, holding "[t]o bind the district court's equitable powers, a
25 jury's findings must be on an issue 'common' to the action's legal and equitable claims;
26 otherwise, the court is free to treat the jury's findings as 'merely advisory'" Id.
27 Further, "[i]f the jury's findings were on a common issue, the court, in fashioning equitable
28 relief, may take into account facts that were not determined by the jury, but it may not

1 base its decision on factual findings that conflict with the jury's findings." Id. at 344
2 (citations omitted); see also Haynes Trane Serv. Agency, Inc. v. Am. Standard, Inc., 573
3 F.3d 947, 959 (10th Cir. 2009) (noting a court cannot grant equitable relief on facts rejected
4 explicitly or implicitly by a jury verdict); Avitia v. Metro Club of Chicago, Inc., 49 F.3d
5 1219, 1231 (7th Cir. 1995) ("[A] judge who makes equitable determinations in a case in
6 which the plaintiff's legal claims have been tried to a jury is bound by any factual findings
7 made or inescapably implied by the jury's verdict.").

8 3. Among prescribed form and content, an accounting must provide a
9 beneficiary with the ability to evaluate his or her interests. NRS 165.135(3). See also NRS
10 153.041. The cost of preparing an accounting is presumptively borne by the trust. NRS
11 165.1214(5). Unless acting in good faith, a trustee can be personally liable for failing to
12 provide an accounting. NRS 165.148. A beneficiary may petition the court to order a
13 trustee to perform his or her accounting duties. NRS 165.190. This Court may order a
14 trustee's compensation be reduced or forfeited, or enter other civil penalty, when a trustee
15 fails to perform his duties. NRS 165.200.

16 4. The trustees' just and reasonable expenses are presumptively governed by
17 the trust instruments and borne by the trust. However, this Court has authority to review
18 and settle the trustees' expenses and compensation. NRS 153.070. This Court may also
19 reduce a trustee's compensation or order a trustee to pay a beneficiary's reasonable
20 attorneys' fees and costs when the beneficiary compels redress for a breach of trust or
21 compliance with trust terms. NRS 153.031(3). See also In re Estate of Anderson, No.
22 58227, 2012 WL4846488 (Oct. 9, 2012). This Court may order the trust expenses defending
23 against a beneficiary's successful claims be borne by a trustee individually. NRS 18.090.
24 See also Estate of Bowlds, 120 Nev. 990, 1,000, 102 P.3d 593, 600 (2004) (concluding
25 payment of attorney's fees from trust assets only when litigation generally benefits the
26 trust); NRS 153.031(3)(b) (stating if court grants relief to petitioner, it may order trustee to
27 pay fees and costs); RESTATEMENT (THIRD) OF TRUSTS § 100 (2012) (examining denial of
28 compensation to breaching trustee).

1 5. NRS 163.00195 governs no-contest provisions. It begins by emphasizing this
2 Court's duty to enforce no-contest clauses to effectuate a settlor's intent. NRS 163.00195(1).
3 However, the statute then creates a wide exception when it provides a no-contest clause
4 must not be enforced when a beneficiary acts to enforce her legal rights, obtain court
5 instruction regarding proper administration, seeks to enforce the trustee's fiduciary duties,
6 or institutes and maintains a legal action in good faith and based on probable cause. NRS
7 163.00195(4). See also Matter of ATS 1998 Tr., No. 68748, 2017 WL3222533, at *4 ("[T]he
8 purpose of a no-contest clause is to enforce the settlor(s)' wishes, not to discourage a
9 beneficiary from seeking his or her rights."). A legal action is based on probable cause
10 when the facts and circumstances *available to the beneficiary*, or a properly informed and
11 advised reasonable person, "would conclude that the trust, the transfer of property into
12 the trust, any document referenced in or affected by the trust or any other trust-related
13 instrument is invalid." NRS 163.00195(4)(e) (emphasis added).

14 6. A trustee has a duty to act impartially, based on what is fair and reasonable
15 to all beneficiaries. Specifically, "the trustee shall act impartially in investing and
16 managing the trust property, taking into account any differing interests of the
17 beneficiaries." NRS 164.720(1). "[I]t is the trustee's duty, reasonably and without personal
18 bias, to seek to ascertain and to give effect to the rights and priorities of the various
19 beneficiaries or purposes as expressed or implied by the terms of the trust." RESTATEMENT
20 (THIRD) OF TRUSTS § 79 (2007).

21 7. "In all matters connected with [the] trust, a trustee is bound to act in the
22 highest good faith toward all beneficiaries and may not obtain any advantage over the
23 latter by the slightest misrepresentation, concealment, threat, or adverse pressure of any
24 kind." Charleson v. Hardesty, 108 Nev, 878, 882, 839 P.2d 1303, 1306 (1992) (quoting
25 Morales v. Field, 160 Cal.Rptr. 239, 244 (1980)).

26 8. This Court may remove a trustee for good cause, including breach of
27 fiduciary duties. NRS 156.070; NRS 163.115; NRS 163.190; NRS 163.180; NRS 164.040(2);
28 see also Diotallevi v. Sierra Dev. Co., 95 Nev. 164, 591 P.2d 270 (1979) (explaining court has

1 “full equitable powers” to redress breach of trust). Removal may be appropriate when
2 there is significant animosity between the trustee and a beneficiary, such that it has the
3 potential to materially interfere with the proper administration of the trust. Acorn v.
4 Monecchi, 386 P.3d 739, 760 (Wyo. 2016) (explaining the relevant question is whether
5 “hostility, in combination with existing circumstances, materially interferes with the
6 administration of the trust or is likely to cause that result”); In re Estate of Stuchlik, 857
7 N.W.2d 57, 70 (Neb. 2014) (stating a trustee cannot act impartially when “influenced by . . .
8 animosity toward individual beneficiaries”); BOGERT, LAW OF TRUSTS AND TRUSTEES § 129
9 (3d rev. ed. 2019) (explaining where there is potential for a conflict of interest to arise from
10 the dual status of a trustee who is also a beneficiary, removal of the trustee may be
11 appropriate); see also Dennis v. R.I. Hosp. Trust Nat. Bank, 571 F. Supp. 623, 639 (D.R.I.
12 1983) (discussing removal may be appropriate when the court could expect “that future
13 Trust transactions will be scrutinized by the beneficiaries” as a result of lengthy and
14 antagonistic litigation). Additionally, conflict between the trustee and beneficiary may
15 form a basis for removal when personal contact or collaboration is required for the
16 administration of the trust. Blumenstiel v. Morris, 180 S.W.2d 107, 109 (Ark. 1944). “The
17 purpose of removing a trustee is not to inflict a penalty for past action, but to preserve
18 trust assets.” Getty v. Getty, 205 Cal.App.3d 134, 140 (1988).

19 9. Attorney’s fees are not allowed to a prevailing party absent a contract,
20 statute, or rule to the contrary. See Smith v. Crown Fin. Servs., 111 Nev. 277, 890 P.2d 769
21 (1995) (analyzing the American and English rules regarding attorney’s fees and their
22 intersection with Nevada Law). NRS 18.010(2)(b) provides that this Court may award
23 attorney’s fees when it finds a claim was brought or maintained without reasonable
24 ground, or to harass the prevailing party. Pursuant to NRCP 68(a), “[a]t any time more
25 than 21 days before trial, any party may serve an offer in writing to allow judgment to be
26 taken in accordance with its terms and conditions.” If an offer is not accepted within the
27 prescribed time period, it will be considered rejected by the offeree. NRCP 68(e). If an
28 offeree rejects an offer and fails to obtain a more favorable judgment, “the offeree must

1 pay the offeror's post-offer costs and expenses, including . . . reasonable attorney fees, if
2 any be allowed, actually incurred by the offeror from the time of the offer." NRCP
3 68(f)(1)(B) (emphasis added).

4 10. "[T]he purpose of NRCP 68 is to encourage settlement . . . not to force
5 plaintiffs unfairly to forego legitimate claims." Beattie v. Thomas, 99 Nev. 579, 588, 668
6 P.2d 268, 274 (1983). To determine whether an award of fees is appropriate, a court must
7 consider and weigh the following factors: (1) whether the claim was brought in good faith;
8 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
9 amount; (3) whether the decision to reject the offer and proceed to trial was grossly
10 unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable
11 and justified in amount.⁶ Beattie, 99 Nev. at 588-89, 668 P.2d at 274. No one Beattie factor
12 is outcome determinative, and each should be given appropriate consideration. Yamaha
13 Motor Co., USA v. Arnoult, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673 n.16 (1998).

14 11. A proceeding concerning a trust "does not result in continuing supervisory
15 proceedings, and the administration of the trust must proceed expeditiously in a manner
16 consistent with the terms of the trust, without judicial intervention or the order, approval
17 or other action of any court, unless the jurisdiction of the court is [properly] invoked . . . as
18 provided by other law." NRS 164.015(7).

19 Equitable Issues

20 The following equitable issues and arguments are before this Court:

21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust
23 accountings without further examination, to include approval of trustees' fees, attorneys'

24
25 ⁶ When considering the fourth Beattie factor, the court must consider the Brunzell factors. See Shuette v.
26 Beazer Homes Holdings Corp., 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). These factors include the
27 following: "(1) the qualities of the advocate: his or her ability, training, education, experience, professional
28 standing, and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, time and
skill required, the responsibility imposed and the prominence and character of the parties where they affect
the importance of litigation; (3) the work actually performed by the lawyer: the skill, time, and attention
given to the work; and (4) the result: whether the attorney was successful and what benefits were derived."
Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 fees, and payment of other professional fees and administrative expenses.⁷ Wendy
2 opposes and asks this Court to order the trustees to prepare statutory compliant
3 accountings that disclose assets, values, transactions, and other acts of trust
4 administration. Wendy further argues that if the amended accountings are untimely or
5 noncompliant, this Court should find and remedy the trustees' breach of fiduciary duties.

6 The timing and form of accountings are prescribed by statute. But an accounting is
7 more than a formulaic compilation of data. An accounting is given to provide notice. Just
8 as facts in controversy vary from case to case, an accounting must be adjusted as the trust
9 estate requires. The trusts before this Court are complex because of the multiple layers of
10 entity and fractional ownership. They are further complicated by fluid and often
11 unknown values. This Court generally agrees with Wendy that the accountings fail to
12 provide adequate notice because they reveal only a portion of Sam's complex affairs – they
13 are mere pieces in a much larger puzzle and are ineffective when only reviewed in
14 isolation.⁸ Instead, the accountings created confusion and engendered suspicion. The
15 trustees attempted to answer Wendy's questions informally and made their professionals
16 available to answer Wendy's questions. But the accountings should have included more
17 explanatory details. The best example of how the accountings failed to provide actual and
18 adequate notice occurred when Todd testified Wendy could expect to receive \$4 million
19 from a variety of sources. While the trustees may have provided explanations through
20 accountants and settlement offers, Wendy's beneficial expectancy is not apparent from the
21 accountings or evidence of the trustees' pre-trial explanations.

22 However, this Court also notes that Wendy's complaints about the content and
23 general timing of the accountings were presented to the jury in the legal phase of trial and
24 are therefore facts common to the equitable claims. The jury presumably considered all
25 evidence when deliberating its verdict. The verdict is an express or implicit rejection of

26
27 ⁷ The relevant accountings are for the Issue and Family Trusts (April, 2013 through December, 2017) and
Wendy's subtrust (2013 – 2016).

28 ⁸ Wendy argues: "While in some circumstances, preparing and delivering accountings in the format
provided by NRS 165.135 may fully satisfy a fiduciary's requirement to account and fully disclose, that is not
and cannot be the case for these very complex trusts."

1 Wendy's complaints about the accountings. Accordingly, this Court will not provide
2 equitable relief regarding the accountings, which were constructively approved and
3 confirmed by the jury's verdict. In so doing, this Court does not countenance the trustees'
4 arguments that all accountings and disclosures complied with Nevada law, to include
5 NRS 165.135(4)(a), which allows for a statement prepared by a CPA containing summaries
6 of the information required by NRS 165.135(1). This Court simply orders that all litigation
7 regarding the accountings in existence at the time of the jury trial must end.⁹ The nature of
8 the accountings influence this Court's decision regarding attorneys' fees and the no-
9 contest provisions of the trust.

10 2. *Validity of the Agreements and Consents to Proposed Actions (ACPAs) and*
11 *Indemnification Agreements*

12 Todd as trustee of the Issue Trust, and Todd and Michael Kimmel as co-trustees of
13 the Family Trust, ask this Court to ratify and approve the ACPAs, thus relieving them of
14 liability for actions reasonably taken in reliance upon them. They (and Todd individually)
15 also ask this Court to affirm the indemnification agreements. Wendy opposes and asks
16 this Court to invalidate the ACPAs and rescind any transactions accomplished through
17 them. She also contests Stan and Todd's indemnification agreements and asks that any
18 transactions accomplished through them be invalidated and set aside. Each party presents
19 substantial arguments supporting their respective positions. This Court again returns to
20 the scope and content of the jury trial and the facts common to legal and equitable claims.
21 While the attorneys argued to the jury that this Court would decide the validity of the
22 ACPAs and indemnification agreements, each of the challenged documents and related
23 transactions were thoroughly presented and argued to the jury – including document
24 preparation, execution, and other formation irregularities. Thus, at least, the jury verdict is
25 an implicit rejection of Wendy's arguments.

26 Having considered all arguments, this Court concludes it will neither affirm nor

27
28 ⁹ The trustees may wish to modify the form of future accountings to provide better notice and explanations
to the beneficiaries. Otherwise, they risk objections this Court may be inclined to grant, including an award
of attorney's fees.

1 reject the ACPAs and indemnification agreements. They cannot be segregated from the
2 legal claims presented to the jury and now subsequently argued in support of equitable
3 relief. The jury constructively approved and affirmed the ACPAs and indemnification
4 agreements when it reached its verdict. The verdict prevents additional litigation and
5 precludes liability exposure for actions taken in reliance upon these documents. All claims
6 involving the disputed ACPAs and indemnification agreements shall end with the jury's
7 verdict. Nonetheless, the ACPAs and indemnification agreements also influence this
8 Court's decision regarding attorneys' fees and the no-contest provisions.

9 3. *Violation of the no-contest provisions of the trusts*

10 All trustees except Stan ask this Court to declare that Wendy violated the no-contest
11 provisions of the trusts when she initiated and maintained this litigation. Wendy opposes
12 and asks this Court to declare that Todd violated the no-contest provisions when he filed
13 the initial petition and later moved to dismiss her litigation. The trustees' request deserves
14 analysis, whereas Wendy's request is retaliatory and made with little legal basis or
15 support from the trust instruments.

16 Wendy sought to enforce her rights, obtain instructions, and remedy a breach of
17 fiduciary duties. The jury agreed that Todd breached his fiduciary duties. Further, based
18 upon the information she possessed, she had probable cause to seek invalidation of
19 transfers and other acts of trust administration. This Court must distinguish between the
20 *existence* of probable cause for initiating and maintaining this action with the manner in
21 which the probable cause was *litigated*. As noted elsewhere, Wendy and Stan had
22 probable cause to seek answers to questions raised by the accountings and other events of
23 trust administration. Thus, while Wendy's litigation zeal and overreaching jury demand
24 may implicate Sam's intention to disincentivize litigation, Wendy's legal actions were
25 authorized and do not create a bar to her beneficial rights.

26 4. *Unjust enrichment and constructive trust*

27 Wendy asks this Court to impress a constructive trust to cure unjust enrichment
28 caused by fraud, breach of fiduciary duty, and self-dealing. Todd, Stan, and the trustees

1 make several arguments in opposition to Wendy's request. This Court disagrees with
2 Wendy's position. Wendy's allegations of misconduct, document impropriety, and self-
3 dealing underlying her request for equitable relief are inseparable from the legal claims
4 she presented to the jury. Wendy has been awarded damages for Todd's breach of
5 fiduciary duties. Any other equitable relief would constitute double recovery and alter the
6 jury's verdict in violation of the Seventh Amendment and its interpretative decisions.

- 7 5. *Removal of trustees*
8 *Disgorgement of trustee fees*
9 *Use of trust funds to initiate petition and defend against Wendy's counterpetition*
 Award of attorneys' fees

10 Wendy relies upon her same arguments when asking this Court to remove the
11 trustees, order the trustees to disgorge trustee fees, and deny the use of trust funds to
12 present their petitions and defend against her counterpetition. The parties present
13 substantial authorities and arguments (and other moving papers) relating to attorneys'
14 fees.

15 There is no basis to consider the removal of any trustee except Todd. The two bases
16 to remove Todd are 1) the jury's verdict that Todd breached his fiduciary duties, and 2)
17 this Court's observation that Todd's neutrality is conflicted by his own interests and
18 animus towards Wendy. This Court concludes removal would be unjust and
19 incommensurate for several reasons: 1) Todd is Sam's designated and preferred trustee, 2)
20 other trustees will diffuse Todd's conflicts and reduce the personal contact between Todd
21 and Wendy, 3) the remedy against Todd's breaches and conflicts are made through other
22 orders regarding attorneys' fees, disgorgement of trustee's fees, and inapplicability of the
23 no-contest provisions, 4) Todd's own affairs are inseparable from trust administration and
24 his removal as trustee will not sever him from trust business; he will remain involved in
25 Jaksick family affairs through his ongoing management and ownership of several other
26 related entities, 5) the expenses of removing Todd and educating a successor trustee
27 would be expensive and inefficient, and 6) Wendy's suggestion that a commercial trustee
28 serve as successor trustee for all trustees is neither warranted nor workable.

 However, based upon the jury's verdict that Todd breached his fiduciary duties

1 (and secondarily, this Court's findings about the timing and content of the accountings),
2 this Court grants Wendy's request that Todd disgorge or disclaim all trustee's fees from
3 the inception of his trusteeship through the date when final judgment is entered. The
4 amount disgorged or otherwise forfeited may serve as an offset against the 25% of
5 trustees' attorneys' fees Todd is ordered to pay, as set forth below. This Court confirms
6 trustee fees to all other trustees.

7 There are several requests regarding attorney's fees as a trust expense. This Court's
8 discretionary resolution of the fees requests is bound by all facts of record and influenced
9 by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement
10 agreement between Todd and Stan) and uncertainties created by notarial malfeasance.

11 This Court first orders that Stan Jaksick and Michael Kimmel's attorneys' fees be
12 chargeable to the trust and paid from trust corpus. This Court's decision regarding
13 Wendy and Todd's fees (both as trustee and individually) are more complicated. There
14 are competing facts and legal principles, which this Court analyzes in the aggregate and
15 not in isolation. In particular, the NRCP 68 request cannot be considered narrowly, but
16 instead, must be viewed by a totality of the case proceedings and statutory authorities
17 governing trustees. There are several options before this Court:

- 18 - Order the trust to pay all, some, or none of Wendy's fees
19 because she successfully obtained a verdict that Todd breached
20 his fiduciary duties as trustee.
- 21 - Order the trust to pay all, some, or none of the fees Todd
22 incurred as trustee because, even though he breached his
23 fiduciary duties, he qualitatively and quantitatively prevailed
24 against other claims asserted by Wendy.
- 25 - Order Wendy to pay fees Todd incurred because she brought
26 or maintained her action without reasonable grounds or to
27 harass.
- 28 - Order Wendy to pay fees Todd incurred as trustee of the Issue
Trust because she rejected his \$25,000 offer of judgment.
- Order Wendy to pay fees Todd incurred individually because

1 she rejected his \$25,000 offer of judgment.

- 2 - Discretionarily decline to order Wendy to pay fees pursuant to
3 the offers of judgment.

4 On August 29, 2018, Todd offered Wendy to have judgment entered against him
5 individually in the amount of \$25,000. He also offered Wendy to have judgment entered
6 against him as trustee of the Issue Trust in the amount of \$25,000. The jury did not make
7 any adverse findings against Todd individually, but it concluded Todd breached his
8 fiduciary duties as trustee and awarded \$15,000 to Wendy. With adjustments for interest,
9 the amount Wendy will receive is almost indistinguishable from the \$25,000 Todd offered
10 as trustee. To the extent there is a *de minimis* distinction, the difference is not enough in a
11 dispute that incurred several million dollars of fees and involved tens of millions in
12 controversy.

13 An offer of judgment must be an authentic attempt to settle a dispute. The offer of
14 judgment benefit is not automatically conferred. Instead, this Court must carefully
15 analyze the offer and discretionarily apply it to the unique facts of each case. This Court
16 and counsel are familiar with the American Rule of attorneys' fees and discretionary
17 application of NRCP 68. This Court's discretion exists to encourage parties to convey
18 legitimate offers to resolve their disputes. Of course, judicial discretion is controversial to
19 those who are aggrieved, and it is unpredictable to all.

20 On one side, offers that are appropriate in time and amount will cause the non-
21 offering party to become realistic and engage in genuine risk/benefit analyses. These
22 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
23 disputes before trial, they should be in an amount the non-offering party cannot decline in
24 good faith. Defendants who perceive no liability exposure chafe against making time- and
25 amount-appropriate offers because they resent the payment of any money to a party they
26 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
27 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
28 settlement--they are strategic devices to shift the risk of fees by offering illusory

1 consideration to end litigation.

2 This Court's discretion is guided by the unique facts and procedural history of this
3 case. This Court analyzes the Beattie factors as follows:

4 *Whether Wendy's claims were brought in good faith?* Wendy believed in good faith that
5 she suffered damages from Todd's individual and fiduciary misconduct. She trusted the
6 court system and exercised her constitutional right to jury trial. This Court concludes that
7 Wendy's claims against Todd as trustee of the Issue Trust were brought in good faith.
8 Wendy's concerns are countenanced, in large part, by the questions raised by the
9 accountings, Stan's separate allegations against Todd, document anomalies, and the optics
10 of Todd's disproportionate benefit from Sam's business and trust affairs. The good-faith
11 nature of Wendy's claims against Todd individually are more difficult to discern. In the
12 final analysis, Wendy had some cause to initiate the claims against Todd individually, but
13 as discovery progressed, Wendy's cause to pursue Todd individually diminished. This
14 factor weighs slightly in Wendy's favor regarding the Issue Trust offer of judgment and is
15 neutral regarding Todd's individual offer of judgment.¹⁰

16 *Whether Todd's offers were reasonable and in good faith in both timing and amount?* This
17 Court has wrestled with the question of whether the offers of judgment were brought in
18 good faith in both timing and amount. These offers of judgment were made six months
19 after Wendy filed her amended counter-petition, when discovery was still in its infancy.
20 This Court concludes the amounts offered were neither good faith/reasonable nor
21 strategic bad faith/unreasonable. They fall within the continuum between those two
22 categories. Todd knew, or should have known, the fees incurred through continuing
23 litigation alone would substantially overshadow the offered amounts. Todd knew, or
24 should have known, that Wendy would never accept \$25,000 to resolve her claims against
25 him as trustee of the Issue Trust.

26 However, Todd also had cause to believe he would prevail at trial, a fact now
27

28 ¹⁰ Because this Court finds Wendy brought her claims in good faith, this Court concludes fees under NRS
18.010(2)(b) are not warranted.

1 proven with respect to the claims against him individually. Todd's subjective belief about
2 the strength of his position is legally relevant. "[W]here the offeror has a reasonable basis
3 to believe that exposure to liability is minimal, a nominal offer is appropriate." Arrowood
4 Indem. Co. v. Acosta, Inc., 58 So. 3d 286, 289 (Fla. Dist. Ct. App. 2011) (discussing the good
5 faith prong of an offer of judgment from a Florida statute analogous to NRCP 68). At the
6 time Todd made his individual offer, Wendy had been unable to present coherent facts
7 underlying her claims against him personally. He therefore had reason to believe
8 Wendy's claims against him individually were weak or lacked merit. See Beach, 958 F.
9 Supp. at 1171 (holding defendant's offer was reasonable even though plaintiff's alleged
10 damages exceeded the offer's amount "given the weaknesses defendant perceived in
11 plaintiff's case."); see also Scott-Hop v. Bassek, Nos. 60501, 61943, 2014 WL 859181 at *6
12 (Feb. 28, 2014) (holding reasonable an offer of \$25,000 even though plaintiff's alleged
13 medical expenses were over \$150,000 because of the uncertainty of plaintiff's case and
14 defendant's summary judgment motion); Max Bear Productions, Ltd. v. Riverwood
15 Partners, LLC, No. 3:09-CV-00512-RCJ-RAM, 2012 WL 5944767 (D. Nev. Nov. 26, 2012)
16 ("The token \$1,000 offer may appear to have been made simply for the procedural purpose
17 of preserving rights to fees . . . should Defendant win a judgment. However, the
18 weaknesses of Plaintiff's case made this token offer reasonable."); Arrowood, 58 So. 3d at
19 289-90 (holding a court is required to consider an offeror's subjective belief that an offer is
20 reasonable and not just objective factors).

21 This Court concludes the second factor to consider is neutral regarding the Issue
22 Trust and does not inure to any party's favor or disfavor. Todd hoped he would prevail at
23 trial, but given the financial and documentary complexity, discovery delays and disputes
24 (including Todd's continued depositions long after the offers of judgment were made), the
25 untimely accountings, incomplete discovery, and the amounts in controversy, the offer
26 does not appear to be made with the good-faith intention of settling Wendy's claims. In
27 contrast, Todd's offer to settle Wendy's claims against him individually for the payment of
28 \$25,000 appears more reflective of the circumstances and was made with a good-faith

1 intention to settle the claims. Thus, this factor favors Todd individually.

2 *Whether Wendy's decision to reject the offer and proceed to trial was grossly unreasonable*
3 *or in bad faith?* Wendy's decision to reject Todd's offer as trustee of the Issue Trust was not
4 grossly unreasonable or in bad faith. The offer arrived early in discovery. Wendy had
5 incurred substantially more in fees than the offered amount and she was entitled to
6 examine her legal position after discovery was received. In contrast, her decision to reject
7 Todd's individual offer is less reasonable, yet this Court cannot conclude her rejection was
8 grossly unreasonable or made in bad faith. Her decision was simply unwise in retrospect
9 and she cannot now be relieved of its consequences. This third factor weighs in favor of
10 Wendy regarding the Issue Trust and is neutral regarding Todd's personal liability.

11 *Whether the fees sought are reasonable and justified in amount?* Todd's individual and
12 trustee attorneys are experienced in law and trial. They have exemplary records of service
13 in our legal community and they obtained a positive outcome for their clients. After
14 considering each of the Brunzell factors, this Court finds the fees sought by Todd
15 individually from the date of the offer are reasonable in light of his experienced and
16 effective attorneys, duration and scope of litigation, and the result obtained. However,
17 the aggregate fees this Court expects Todd to seek as trustee of the Issue Trust are not
18 justified when the offered \$25,000 is compared to the jury verdict. Shifting substantial
19 attorneys' fees to Wendy is unjustified in this instance. Regarding Todd's individual fees,
20 the amounts are reasonable and justified when charged against Wendy. This factor is
21 neutral with respect to the Issue Trustee offer and favors Todd with respect to his
22 individual offer of judgment.

23 For these reasons, this Court orders as follows:

- 24 a. The trusts shall pay 100% of the fees incurred by their attorneys in
25 representation of the trustees. However, Todd shall reimburse the
26 trusts from his personal resources for 25% of the amount paid because
27 the jury determined he breached his fiduciary duties. Provided,
28 however, Todd is entitled to reduce this 25% personal obligation by

1 the amount of trustee's fees he is ordered to disgorge.

- 2 b. Wendy is *not* required to pay fees Todd incurred as trustee because
3 she rejected the \$25,000 offer of judgment.
- 4 c. Wendy *shall* pay 100% of fees Todd incurred individually from the
5 date the offer of judgment was made. Provided, however, Todd shall
6 be Wendy's judgment creditor and have no greater access to payment
7 than any other judgment creditor. Todd may attach or anticipate
8 Wendy's distributive share only if there are no spendthrift provisions
9 within the trust instruments that prohibit such creditor collection
10 efforts. If such spendthrift provisions exist, distributions shall be
11 made to Wendy and Todd may seek collection efforts against Wendy
12 personally, subsequent to the distribution. The trustees (including
13 Todd) shall carefully measure Todd's rights as an individual
14 judgment creditor with their fiduciary duties owed to Wendy as a
15 beneficiary.
- 16 d. The Trusts shall pay a combined attorneys' fee of \$300,000 to Wendy's
17 attorneys for prevailing in the claim against Todd for breach of
18 fiduciary duties. This payment shall be made directly to Wendy's
19 attorneys without Wendy's signatory participation as a client or trust
20 beneficiary.
- 21 e. All fees ordered shall be treated as general trust administration
22 expenses and not allocated to any beneficiary's distributive share.
- 23 f. Todd is not required to indemnify the trust for the \$300,000 payable to
24 Wendy's attorneys because he is already ordered to pay 25% of the
25 aggregate fees incurred in representation of the trustees.
- 26 g. The request for oral arguments is denied.

27 **Other Issues**

- 28 1. *Second supplement to first amended counterpetition*

1 On May 9, 2019 (after the legal phase of trial but before the equitable trial), Wendy
2 filed a Second Supplement to her First Amended Counterpetition in which she continued
3 her theme about untimely accountings. Wendy asks this Court to consider the new fact
4 allegation the Family Trust co-trustees failed to prepare and deliver accountings for the
5 Family Trust and Wendy Subtrust for the period from January 1, 2018, to December 31,
6 2018. She requests the production and delivery of these accountings and asks that the
7 trustees be sanctioned. The trustees (including Todd and Stan individually) moved to
8 strike Wendy's supplement because it was filed after the August 2, 2018, deadline to file
9 motions to amend pleadings and violated NRCP 15(d).¹¹ The 2018 accountings were
10 provided to Wendy in early July, 2019, thus rendering Wendy's request to compel moot.

11 It appears the accountings were untimely and this Court agrees Wendy could not
12 have filed the supplement until after the deadline for providing the 2018 accountings had
13 passed. However, the 2018 accountings are not part of the underlying litigation. This
14 Court declines Wendy's invitation to enlarge this litigation to satisfy judicial economy.
15 This litigation is bounded by the pleadings and cannot remain an open receptacle to
16 receive real-time allegations of inappropriate trust administration. The supplement is
17 stricken as beyond the scope of claims before this Court. Wendy may file a separate action
18 challenging the timing and content of the 2018 accountings if she is so inclined. This Court
19 neither encourages nor discourages such litigation.

20 2. *The Lake Tahoe property*

21 Though not placed within a certain claim for relief within her pleadings, Wendy
22 asks this Court to rescind all transactions involving the Lake Tahoe home and restore title
23 to the SSJ LLC, which was 100% owned by the Family Trust. Wendy continues to
24 overwhelm this Court with repetitive and lengthy arguments about the option
25 agreements, forgery, fraud, fiduciary duties, unjust enrichment, trustor intentions,
26 consideration, etc. All of Wendy's arguments were presented to the jury and rejected in
27

28 ¹¹ Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

1 the jury's verdict. This Court will not enter any order granting relief to Wendy regarding
2 the Lake Tahoe home.

3 3. *Future distributions*

4 On July 23, 2019, Wendy filed an Emergency Motion to Compel Distribution from
5 the Family Trust. She alleged she was being evicted from her home in Texas and needed
6 money to relocate to either Arizona or Reno. Wendy asked this Court to order the trustees
7 of the Family Trust to distribute \$6,000 for a deposit on a new apartment and \$5,000 per
8 month for living expenses. Wendy further asks this Court to advise the trustees regarding
9 the schedule of other distributions for living expenses. Wendy's motion is denied. This
10 Court will not supervise trust administration on an ongoing basis. It will not provide
11 advisory guidance or otherwise order the trustees regarding administration and
12 distributions. Instead, it will adjudicate disputes through normal judicial processes.
13 Wendy may initiate separate litigation if she is so inclined.

14 4. *Costs.*

15 Todd Jaksick as an individual, Duck Lake Ranch, LLC, and Incline TSS, are the
16 prevailing parties entitled to statutory and reasonable costs. All other parties may file cost
17 memoranda as authorized by law.

18 **Conclusions**

19 1. This Court does not confirm the accountings. However, the substance of the
20 accountings were presented to the jury and fall within the jury's verdict. Thus, this Court
21 will not allow additional litigation as to any accounting that formed the basis for Wendy's
22 legal claims. All future accountings shall be timely and formulated to provide the
23 beneficiaries with adequate notice of values, transactions, and other acts of trust
24 administration. The trustees are authorized to pay, at Wendy's request, a portion of
25 Wendy's distributive shares to Wendy's designated financial professional who will assist
26 her to understand the accountings and interact with the trustees.

27 2. This Court does not confirm the ACPAs or indemnification agreements.
28 However, the substance of the ACPAs and indemnification agreements were presented to

1 the jury and fall within the jury's verdict. This Court will not allow additional litigation as
2 to any of the ACPAs and indemnification agreements that formed the basis for Wendy's
3 legal claims.

4 3. The trustees' request to impose no-contest penalties against Wendy is
5 denied.

6 4. Wendy's claims for unjust enrichment and constructive trust are denied.

7 5. Todd is confirmed as trustee of Issue Trust and co-trustee of Family Trust.
8 All other trustees are also confirmed.

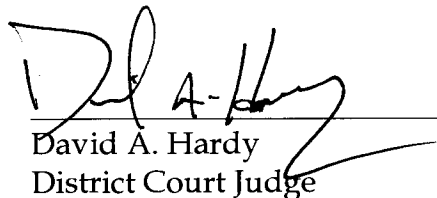
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject
10 to the fees award provisions.

11 7. This Court anticipates the parties will seek clarification and other relief
12 through additional motion work. The attorneys' fees provisions in this order reflect the
13 entirety of this Court's intentions regarding fees. This order also reflects the entirety of
14 this Court's intentions regarding all other pending matters.

15 8. Todd and the trustees may submit a proposed judgment consistent with the
16 jury's verdict and this order on equitable claims.

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

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21 
22 David A. Hardy
23 District Court Judge
24
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ORIGINAL

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

WENDY JAKSICK,

Petitioner,

CASE NO.: PR17-00445

v.

DEPT. NO.: 15

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the
SSJ's Issue Trust; MICHAEL S. KIMMEL,
Individually and as Co-Trustee of the
Samuel S. Jaksick Jr. Family Trust;
STANLEY S. JAKSICK, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY,
Individually, as Former Trustee of the
Samuel S. Jaksick Jr. Family Trust, and
as Trustee of the Wendy A. Jaksick 2012
BHC Family Trust, INCLINE TSS, LTD.;
DUCK LAKE RANCH, LLC; SAMMY SUPERCUB
LLC, SERIES A,

CASE NO.: PR17-00446

DEPT. NO.: 15

VERDICT

Respondents.

/ / /

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1 We, the jury, duly impaneled in the above-entitled action,
2 find that Petitioner, Wendy Jaksick, has proven her **breach of**
3 **fiduciary duty claim**, by a preponderance of evidence, against:

4 (Please circle only one for each line item)

5 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
6 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
7 TODD JAKSICK (as Co-Trustee of Family Trust)	<input checked="" type="radio"/> YES	NO
8 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
9 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
10 TODD JAKSICK (as Trustee of Issue Trust)	<input checked="" type="radio"/> YES	NO

11 We, the jury, duly impaneled in the above-entitled action,
12 find that Petitioner, Wendy Jaksick, has proven her **civil**
13 **conspiracy and aiding and abetting claim**, by preponderance of
14 evidence, against:

15 (Please circle only one for each line item)

16 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
17 KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
18 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
19 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
20 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
21 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
22 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
23 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
24 MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

25 / / /

26 / / /

1 We, the jury, duly impaneled in the above-entitled action,
2 find that Petitioner, Wendy Jaksick, has proven her **aiding and**
3 **abetting breach of fiduciary duty claim**, by a preponderance of
4 evidence, against:

5 (Please circle only one for each line item)

6 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
7 KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
8 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
9 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
10 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
11 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
12 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
13 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
14 MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

15 We, the jury, duly impaneled in the above-entitled action,
16 find that Petitioner, Wendy Jaksick, has proven her **fraud claim**
17 by clear and convincing evidence, against:

18 (Please circle only one for each line item)

19 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
20 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
21 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO

22
23 (If you circled "yes" to **ANY** of the above claim(s) correlating
24 to **ANY** respondent then proceed to and answer Questions 1 AND 2.
25 If you answered "no" to **ALL** of the above then skip Questions 1
26 AND 2 and sign and date verdict form.)

27 / / /

28 / / /

/ / /

1 1. We, the jury, duly impaneled in the above-entitled
2 action, having found in favor of Petitioner, Wendy Jaksick, on
3 one or more of her claims against one or more of the
4 Respondents, find that she has proven by a preponderance of
5 evidence the amount of her damages, assess her damages to be
6 \$ 15,000.⁰⁰
7

8 2. Has Wendy Jaksick established by clear and convincing
9 evidence that any of the Respondents acted with fraud,
10 oppression, or malice?

11 (Please circle only one for each line item)

12 KEVIN RILEY	YES	<input checked="" type="radio"/> NO
13 STAN JAKSICK	YES	<input checked="" type="radio"/> NO
14 TODD JAKSICK	YES	<input checked="" type="radio"/> NO
15 MICHAEL KIMMEL	YES	<input checked="" type="radio"/> NO

16 DATED this 4 day of March, 2019.

17 *Quen Sedler*
18 FOREPERSON
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THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

CONSOLIDATED

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

No. PR17-00446

Dept. No. 15

ORDER RESOLVING SUBMITTED MATTERS

This lengthy dispute has been difficult for the litigants and all are aggrieved by the process and outcome. This Court anticipated additional litigation (especially regarding fees and costs) when it entered its Order After Equitable Trial on March 13, 2020. It therefore signaled to the parties that it had considered all issues, evidence, arguments, and authorities. Regarding fees and costs, this Court wrote: 1) its "discretionary resolution of the fees requests is bound by all facts of record and influenced by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement agreement between Todd and Stanley) and uncertainties created by notarial malfeasance," 2) "[t]here are competing facts and legal principles, which this Court analyzes in the aggregate and not in isolation," 3) the "NRCF 68 request cannot be considered narrowly, but instead, must be viewed by a totality of the case proceedings and statutory authorities governing trustees," 4) "[t]his Court's discretion is guided by the unique facts and procedural history of this case," and

1 5) "[t]his Court anticipates the parties will seek clarification and other relief through
2 additional motion work. The attorneys' fees provisions in this order reflect the entirety of
3 this Court's intentions regarding fees. This order also reflects the entirety of this Court's
4 intentions regarding all other pending matters."

5 By order dated April 21, 2020, this Court denied Wendy Jaksick's costs. It again
6 attempted to signal to the parties that it had considered all issues, evidence, arguments,
7 and authorities. After expressing concern about how costs could be segregated between
8 parties and claims, it wrote: "This Court anticipated costs litigation when it awarded fees
9 to Wendy's counsel. Like all other issues, the issue of awardable costs cannot be viewed in
10 isolation; instead, it must be viewed as a small part of a larger whole. This Court's cost
11 analysis is embedded in the fee award." After identifying Michael Kimmel and Kevin
12 Riley as prevailing parties, this Court wrote: "The problem this Court anticipates is that
13 Messrs. Kimmel and Riley will be unable to clearly distinguish and articulate costs
14 associated with their defense that do not overlap into the costs associated with Todd's
15 defense. Thus, it is unlikely this Court will order Wendy to pay their costs."

16 The parties have now filed moving papers after the Order After Equitable Trial that
17 aggregate to more than 1,300 additional pages in the court record. The tone of some
18 arguments has subtly changed, becoming negative. This Court identified the law
19 governing fees and costs in previous orders and will not repeat itself in this order. NRCP
20 59(e) relief may be granted to correct manifest errors of law or fact, address newly
21 discovered or previously unavailable evidence, respond to a change in controlling law, or
22 to prevent manifest injustice. AA Primo Builders, LLC v. Wash., 126 Nev. 578, 582, 245
23 P.3d 1190, 1193 (2010) (internal citations omitted). Manifest injustice exists where the
24 decision is obviously contrary to the evidence. Kroeger Props. & Dev., Inc. v. Silver State
25 Title Co., 102 Nev. 112, 114, 715 P.2d 1328, 1330 (1986) (quoting Price v. Sinnott, 85 Nev.
26 600, 608, 460 P.2d 837, 842 (1969)). An NRCP 59(e) motion "may not be used to relitigate
27 old matters, or to raise arguments or present evidence that could have been raised prior to
28 the entry of judgment." 11 Charles Alan Wright et al., FEDERAL PRACTICE AND PROCEDURE §

1 2810.1 (3d ed.) (footnotes omitted).

2 The following submitted matters are resolved as follows:

3 1. **Todd Jaksick's individual claim for attorneys' fees and costs for equitable**
4 **trial.** Consistent with this Court's prior analysis and decision, the motion is granted.

5 Todd is awarded against Wendy the amount of \$4,749.67 in costs and attorneys' fees of
6 \$103,375.00. Interest shall accrue at the legal rate. Todd may attach or anticipate Wendy's
7 distributive share only if there are no spendthrift provisions within the trust instruments
8 that prohibit such creditor collection efforts. If such spendthrift provisions exist,
9 distributions shall be made directly to Wendy and Todd may seek collection efforts
10 against Wendy personally, subsequent to the distribution.

11 The motion is granted; Todd Jaksick may submit a proposed judgment consistent
12 with this provision.

13 2. **Kevin Riley and Michael Kimmel's motions for attorneys' fees and costs.**
14 Messrs. Riley and Kimmel seek attorneys' fees and costs against Wendy individually
15 pursuant to NRS 7.085, NRS 18.005, 18.010(2)(b), NRS 18.020(3), and NRCP 68. They
16 tacitly concede they cannot segregate their fees and costs from the fees and costs incurred
17 in representation of all aligned trustees. They therefore propose the simplistic but
18 understandable allocation of 25% each of all fees and costs incurred by the trustees
19 represented by Mr. Lattin and the attorneys at Maupin Cox & LeGoy. Their proposed
20 allocation does not accommodate the consistent and overwhelming observation this Court
21 made throughout this proceeding: Mr. Lattin (and other attorneys associated with Mr.
22 Lattin through the Law Firm of Maupin Cox & LeGoy) provided a single, common
23 representation for similarly situated trustees. But Todd is at the core of the representation
24 and Todd's fees and costs would be the same or only imperceptibly different if Messrs.
25 Riley and Kimmel were not parties.¹ Although prevailing parties, Messrs. Riley and

26
27
28 ¹ The distinction between trustees is largely illusory. This dispute is about three siblings, two of whom were given management responsibility and fiduciary duties. Having presided over all phases of this dispute, and reading all file materials at various times during the pendency of this action, it is virtually impossible to comprehend how the litigation would have been different if Messrs. Kimmel and Riley were not parties.

1 Kimmel failed to make a reasonable showing of individuated costs. They have failed to
2 “clearly distinguish and articulate costs associated with their defense that do not overlap
3 into the costs associated with Todd’s defense.”

4 This Court anticipated these motions when it developed its Order After Equitable
5 Trial. It was this anticipation that led to the express reference that trustees’ fees would be
6 paid as a general trust administration expense. The relief Messrs. Kimmel and Riley seek
7 would alter the purpose and effect of other fee provisions. Accordingly, this Court would
8 be required to re-visit and modify other provisions of its order. This Court incorporates by
9 reference its previous order analyzing offers of judgment and summarily concludes the
10 \$500 offers of judgment are not a basis to shift fees to Wendy. Among other reasons, the
11 offers of judgment were presumably made in Messrs. Riley and Kimmel’s individual
12 capacities. Messrs. Riley and Kimmel have made no reasonable showing that they
13 incurred fees in their individual capacities, but instead, all fees and costs were incurred in
14 the common defense of all trustees. Finally, the distinction between costs and fees
15 incurred by Todd as trustee and the costs and fees Todd incurred individually (that were
16 awarded against Wendy) is difficult to discern because Todd’s trust attorneys and
17 individual attorneys worked collaboratively in joint defense of Todd.

18 The motions are denied.

19 **2. Trustees Todd Jaksick and Michael Kimmel, and former trustee Kevin**
20 **Riley’s motion to alter or amend the judgment.** The trustees ask this Court to alter or
21 amend the judgment to remove the provision directing payment of \$300,000 to Wendy’s
22 attorneys. The trustees contend this Court sua sponte analyzed the fees to Wendy’s
23 counsel and neglected to make findings under Brunzell v. Golden Gate National Bank, 85
24 Nev. 345, 455 P.2d 31 (1969) and Shuette v. Beazer Homes Holding Corp., 121 Nev. 837,
25 124 P.3d 530 (2005).

26 The trustees’ motion is an example of the type of motion this Court expected when
27 it entered its Order After Equitable Trial. This Court directly noted the fee award to
28 Wendy’s counsel cannot be viewed in isolation. As this Court signaled, the fee award is

1 inseparable from this Court's entire analysis. The trustees essentially ask this Court to
2 parse out the portion of the order they dislike while preserving the provisions granting the
3 outcome they sought. To do so would render this Court's aggregate analysis incomplete.
4 Thus, if this Court were to re-visit the fee award to Wendy's counsel it would be
5 compelled to re-visit other provisions of the order.

6 This Court did not recite the talismanic words typically associated with Brunzell
7 because it was not awarding fees based upon a valuation of actual attorney time
8 presented. Instead, it considered the dominant Brunzell factors (advocates' quality,
9 character and complexity of work, actual work performed, and result) as part of this
10 unique litigation. This Court is confident it could recite the factors and will do so if
11 required upon remand.

12 The motion is denied.

13 4. **Co-trustee Stanley Jaksick's memorandum of attorneys' fees.** Consistent
14 with this Court's Order After Equitable Trial and subsequent judgment, Stanley Jaksick
15 filed a verified memorandum of attorneys' fees on April 22, 2020. Stanley Jaksick made no
16 request in his memorandum. Wendy filed an opposition, motion to strike and amended
17 opposition and motion to strike. Wendy contends that Stanley is not entitled to fees he
18 incurred individually as the fees he incurred as co-trustee were addressed in this Court's
19 Order After Equitable Trial. Todd filed an opposition, which primarily reads as a renewed
20 challenge to the propriety and constitutionality of this Court's Order After Equitable Trial.

21 Contrary to counsel's suggestion, this Court understands the role of different
22 attorneys at different times. The fees Stanley incurred as co-trustee of the family trust are
23 payable from the trust.² The fees Stanley incurred individually are not before this Court
24 and are not included within any order. Stanley's attempt to allocate fees he incurred early

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26 ² The language this Court used in its Order After Equitable Trial could be clarified. When this Court wrote
27 "Stanley Jaksick and Michael Kimmel's attorneys' fees are chargeable to the trust and paid from trust
28 corpus" it contemplated only the fees Stanley incurred as co-trustee of the Family Trust would be charged
against trust corpus. After all, Wendy dismissed her claims against Stanley individually on August 25, 2018,
long before trial. This Court did not intend that fees Stanley incurred individually would be charged against
the trust.

1 and individually from fees he incurred as co-trustee may be problematic. But at some
2 point Wendy dismissed her claims against Stanley individually. It appears the trustees
3 will either reach an agreement about the allocation of Stanley's individual and trustee fees
4 or they will participate in additional litigation.

5 Stanley's memorandum is acknowledged but no court intervention is requested and
6 none is given at this time.

7 5. **Wendy's motion for leave and first supplement to verified memorandum**
8 **of costs; the trustees' motion to strike; and Stanley's motion to strike or redact.** The
9 motions are denied as moot. The issues contained within the motions may be renewed
10 upon appellate remand, if any.

11 6. **Todd's motion to amend judgment.** Todd filed a lengthy motion in which
12 he re-argues evidence previously considered and responds to this Court's findings and
13 conclusions by arguing "clear error" and "manifest injustice." Todd's primary concern is
14 the award of fees. But as this Court noted when explaining its discretion, the attorneys'
15 fees issue is inseparable from all other issues. If this Court were to re-visit the fees award
16 it would be compelled to re-visit the totality of its order. Each constituent part of this
17 dispute is influenced by and dependent upon all other constituent parts. So, for example,
18 if this Court amended the fees provision it would be compelled to fashion broadened relief
19 elsewhere, such as its response to the accountings, continuing trusteeship, the trustees'
20 access to trust corpus to satisfy the expenses of litigation, and the fees awarded to Wendy's
21 counsel.

22 With two exceptions, this Court does not respond to the arguments Todd presents.
23 The first exception illustrates the problem of severing and modifying a part of the entire
24 order. Todd argues this Court improperly restricted his ability to collect his judgment
25 against Wendy personally by including language about spendthrift provisions. To the
26 contrary, this Court included the language about spendthrift trusts because it believed,
27 based upon the entirety of Todd's course of conduct and the jury's finding, that Todd may
28 use information he acquires as Wendy's fiduciary to advance his own personal interests

1 against Wendy as his judgment debtor. As trustee and co-trustee, Todd will know the
2 details of distributions to Wendy. This places him at an unfair advantage over Wendy and
3 other general creditors she may have. As an example of how this Court's decision should
4 be reviewed in its entirety instead of as separate parts of a whole, this Court considered
5 removing Todd as trustee. This Court recited its broad authority to do so and even
6 indicated through an earlier oral pronouncement that it was inclined to remove Todd as
7 trustee. One justification for removing Todd is the jury's verdict that he breached his
8 fiduciary duties and the probability of continued hostility between fiduciary and
9 beneficiary. In the final analysis, based upon the whole, this Court declined to remove
10 Todd as trustee, but included a provision that prevented him from taking advantage of
11 Wendy for his personal purposes through information he gains as trustee. Todd asserts a
12 distinction between his individual interests and trustee interests that is not supported by
13 the evidence of record.

14 This Court did not implicitly limit Todd's ability to recover against Wendy only
15 through distributions she receives from the trusts; Todd may exercise any lawful collection
16 efforts he wishes. What Todd cannot do is anticipate, re-direct, or attach any trust
17 distribution if a similarly situated general creditor is prohibited from doing so by
18 spendthrift provisions of the trust.

19 The second exception relates to Todd's obligation to pay 25% of trustee fees from
20 his own personal resources. The purpose of this fees provision was not to punish Todd for
21 his individual acts. The fees provision was a recognition that Todd's acts as trustee should
22 not be defended entirely at trust expense. The jury concluded that Todd alone breached
23 his fiduciary duties. The jury absolved other trustees of alleged misconduct. The jury's
24 verdict is consistent with this Court's observations in equity. Todd cannot assert the
25 benefits of the jury's verdict when it suits him and ignore the portion of the verdict that
26 repudiates his trustee conduct.

27 This Court agrees it should amend its judgment in one respect. The judgment
28 provides:

1 In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's
2 Issue Trust against Todd Jaksick, as Co-Trustee of the Samuel
3 S. Jaksick, Jr., Family Trust in an amount equal to 25% of the
4 attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust
5 and SSJ's Issue Trust for legal services rendered on behalf of
6 the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust and
7 Trustee for the SSJ's Issue Trust.

8 The above provision appears to make Todd personally responsible for 25% of the
9 fees the trusts paid for the benefit of co-trustee Stanley Jaksick. This was not this Court's
10 intention. This Court intended that Todd would pay 25% of the fees paid to the Law Firm
11 of Maupin Cox & LeGoy for representing Todd, Michael Kimmel, and Kevin Riley in their
12 trustee capacities. To the extent this Court's intention is not reflected in the judgment, this
13 Court authorizes and will sign an amended judgment correcting this possible
14 misunderstanding.

15 Motion granted only to clarify that Todd shall pay 25% of fees incurred by Maupin
16 Cox & LeGoy and not by co-trustee Stanley Jaksick.


17 7. **Wendy's motion to alter or amend judgment or, alternatively, motion for**
18 **new trial.** Wendy's motion has been fully briefed but is not submitted for this Court's
19 decision. Nonetheless, this Court analyzed all moving papers and concludes it is
20 appropriate to resolve Wendy's motion in this order.

21 The motion is denied.

22 The recent moving papers reveal the combined attorneys' fees now exceed \$3
23 million and may be approaching \$4 million. The parties are strongly encouraged to bring
24 this dispute to an end or commence their appellate litigation.

25 **IT IS SO ORDERED.**

26 Dated: June 10, 2020.

27 
28 David A. Hardy
District Court Judge

1 **CODE: 2540**

Adam Hosmer-Henner, Esq. (NSBN 12779)

2 McDONALD CARANO

100 West Liberty Street, 10th Floor

3 Reno, NV 89501

(775) 788-2000

4 ahosmerhenner@mcdonaldcarano.com

5 *Attorneys for Stanley Jaksick,*
6 *Co-Trustee of the Family Trust*

7 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

8 **IN AND FOR THE COUNTY OF WASHOE**

9 * * * * *

10 In the Matter of the Administration of the

11 SSJ ISSUE TRUST,

CASE NO.: PR17-00445

DEPT. NO.: 15

CASE NO.: PR17-00446

DEPT. NO.: 15

13 In the Matter of the Administration of the

14 SAMUEL S. JAKSICK, JR. FAMILY TRUST,

16 **NOTICE OF ENTRY OF ORDER**

17 PLEASE TAKE NOTICE that on June 10, 2020, the above-entitled Court entered its
18 Order Resolving Submitted Matters. A true and correct copy of the Order is attached hereto.

19 **Affirmation**

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

22 DATED: June 11, 2020

23 McDONALD CARANO

24
25 By: /s/ Adam Hosmer-Henner
Adam Hosmer-Henner, Esq. (NSBN 12779)
26 100 West Liberty Street, 10th Floor
Reno, NV 89501

27 *Attorneys for Stanley Jaksick,*
28 *Co-Trustee of the Family Trust*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD
3 CARANO and that on June 11, 2020, I served the foregoing on the parties in said case by
4 electronically filing via the Court's e-filing system. The participants in this case are registered e-
5 filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF
6 system, and parties may access this filing through the Court's CM/ECF system.

7 Donald Lattin, Esq.
8 Robert LeGoy, Esq.
9 Brian C. McQuaid, Esq.
10 Carolyn Renner, Esq.
11 Maupin Cox & LeGoy
12 4785 Caughlin Parkway
13 Reno, NV 89520

Kent Robison, Esq.
Therese M. Shanks, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, NV 89503

11 Mark J. Connot, Esq.
12 Fox Rothschild, LLP
13 1980 Festival Plaza Drive, # 700
14 Las Vegas, NV 89135

Philip L. Kreitlein, Esq.
Kreitlein Law Group, Ltd.
1575 Delucci Lane, Ste. 101
Reno, NV 89502

14 R. Kevin Spencer, Esq.
15 Zachary E. Johnson, Esq.
16 Brendan P. Harvell, Esq.
17 Spencer Law, P.C.
500 N. Akard St., Suite 2150
Dallas, TX 75201

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

19 DATED: June 11, 2020.

20
21 By /s/ Jill Nelson
22 An Employee of McDonald Carano

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

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

CONSOLIDATED

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

No. PR17-00446

Dept. No. 15

ORDER RESOLVING SUBMITTED MATTERS

This lengthy dispute has been difficult for the litigants and all are aggrieved by the process and outcome. This Court anticipated additional litigation (especially regarding fees and costs) when it entered its Order After Equitable Trial on March 13, 2020. It therefore signaled to the parties that it had considered all issues, evidence, arguments, and authorities. Regarding fees and costs, this Court wrote: 1) its "discretionary resolution of the fees requests is bound by all facts of record and influenced by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement agreement between Todd and Stanley) and uncertainties created by notarial malfeasance," 2) "[t]here are competing facts and legal principles, which this Court analyzes in the aggregate and not in isolation," 3) the "NRCF 68 request cannot be considered narrowly, but instead, must be viewed by a totality of the case proceedings and statutory authorities governing trustees," 4) "[t]his Court's discretion is guided by the unique facts and procedural history of this case," and

1 5) "[t]his Court anticipates the parties will seek clarification and other relief through
2 additional motion work. The attorneys' fees provisions in this order reflect the entirety of
3 this Court's intentions regarding fees. This order also reflects the entirety of this Court's
4 intentions regarding all other pending matters."

5 By order dated April 21, 2020, this Court denied Wendy Jaksick's costs. It again
6 attempted to signal to the parties that it had considered all issues, evidence, arguments,
7 and authorities. After expressing concern about how costs could be segregated between
8 parties and claims, it wrote: "This Court anticipated costs litigation when it awarded fees
9 to Wendy's counsel. Like all other issues, the issue of awardable costs cannot be viewed in
10 isolation; instead, it must be viewed as a small part of a larger whole. This Court's cost
11 analysis is embedded in the fee award." After identifying Michael Kimmel and Kevin
12 Riley as prevailing parties, this Court wrote: "The problem this Court anticipates is that
13 Messrs. Kimmel and Riley will be unable to clearly distinguish and articulate costs
14 associated with their defense that do not overlap into the costs associated with Todd's
15 defense. Thus, it is unlikely this Court will order Wendy to pay their costs."

16 The parties have now filed moving papers after the Order After Equitable Trial that
17 aggregate to more than 1,300 additional pages in the court record. The tone of some
18 arguments has subtly changed, becoming negative. This Court identified the law
19 governing fees and costs in previous orders and will not repeat itself in this order. NRCP
20 59(e) relief may be granted to correct manifest errors of law or fact, address newly
21 discovered or previously unavailable evidence, respond to a change in controlling law, or
22 to prevent manifest injustice. AA Primo Builders, LLC v. Wash., 126 Nev. 578, 582, 245
23 P.3d 1190, 1193 (2010) (internal citations omitted). Manifest injustice exists where the
24 decision is obviously contrary to the evidence. Kroeger Props. & Dev., Inc. v. Silver State
25 Title Co., 102 Nev. 112, 114, 715 P.2d 1328, 1330 (1986) (quoting Price v. Sinnott, 85 Nev.
26 600, 608, 460 P.2d 837, 842 (1969)). An NRCP 59(e) motion "may not be used to relitigate
27 old matters, or to raise arguments or present evidence that could have been raised prior to
28 the entry of judgment." 11 Charles Alan Wright et al., FEDERAL PRACTICE AND PROCEDURE §

1 2810.1 (3d ed.) (footnotes omitted).

2 The following submitted matters are resolved as follows:

3 1. **Todd Jaksick's individual claim for attorneys' fees and costs for equitable**
4 **trial.** Consistent with this Court's prior analysis and decision, the motion is granted.

5 Todd is awarded against Wendy the amount of \$4,749.67 in costs and attorneys' fees of
6 \$103,375.00. Interest shall accrue at the legal rate. Todd may attach or anticipate Wendy's
7 distributive share only if there are no spendthrift provisions within the trust instruments
8 that prohibit such creditor collection efforts. If such spendthrift provisions exist,
9 distributions shall be made directly to Wendy and Todd may seek collection efforts
10 against Wendy personally, subsequent to the distribution.

11 The motion is granted; Todd Jaksick may submit a proposed judgment consistent
12 with this provision.

13 2. **Kevin Riley and Michael Kimmel's motions for attorneys' fees and costs.**
14 Messrs. Riley and Kimmel seek attorneys' fees and costs against Wendy individually
15 pursuant to NRS 7.085, NRS 18.005, 18.010(2)(b), NRS 18.020(3), and NRCP 68. They
16 tacitly concede they cannot segregate their fees and costs from the fees and costs incurred
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18 understandable allocation of 25% each of all fees and costs incurred by the trustees
19 represented by Mr. Lattin and the attorneys at Maupin Cox & LeGoy. Their proposed
20 allocation does not accommodate the consistent and overwhelming observation this Court
21 made throughout this proceeding: Mr. Lattin (and other attorneys associated with Mr.
22 Lattin through the Law Firm of Maupin Cox & LeGoy) provided a single, common
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24 and Todd's fees and costs would be the same or only imperceptibly different if Messrs.
25 Riley and Kimmel were not parties.¹ Although prevailing parties, Messrs. Riley and

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27 ¹ The distinction between trustees is largely illusory. This dispute is about three siblings, two of whom were
28 given management responsibility and fiduciary duties. Having presided over all phases of this dispute, and
reading all file materials at various times during the pendency of this action, it is virtually impossible to
comprehend how the litigation would have been different if Messrs. Kimmel and Riley were not parties.

1 Kimmel failed to make a reasonable showing of individuated costs. They have failed to
2 "clearly distinguish and articulate costs associated with their defense that do not overlap
3 into the costs associated with Todd's defense."

4 This Court anticipated these motions when it developed its Order After Equitable
5 Trial. It was this anticipation that led to the express reference that trustees' fees would be
6 paid as a general trust administration expense. The relief Messrs. Kimmel and Riley seek
7 would alter the purpose and effect of other fee provisions. Accordingly, this Court would
8 be required to re-visit and modify other provisions of its order. This Court incorporates by
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11 offers of judgment were presumably made in Messrs. Riley and Kimmel's individual
12 capacities. Messrs. Riley and Kimmel have made no reasonable showing that they
13 incurred fees in their individual capacities, but instead, all fees and costs were incurred in
14 the common defense of all trustees. Finally, the distinction between costs and fees
15 incurred by Todd as trustee and the costs and fees Todd incurred individually (that were
16 awarded against Wendy) is difficult to discern because Todd's trust attorneys and
17 individual attorneys worked collaboratively in joint defense of Todd.

18 The motions are denied.

19 **2. Trustees Todd Jaksick and Michael Kimmel, and former trustee Kevin**
20 **Riley's motion to alter or amend the judgment.** The trustees ask this Court to alter or
21 amend the judgment to remove the provision directing payment of \$300,000 to Wendy's
22 attorneys. The trustees contend this Court sua sponte analyzed the fees to Wendy's
23 counsel and neglected to make findings under Brunzell v. Golden Gate National Bank, 85
24 Nev. 345, 455 P.2d 31 (1969) and Shuette v. Beazer Homes Holding Corp., 121 Nev. 837,
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28 Wendy's counsel cannot be viewed in isolation. As this Court signaled, the fee award is

1 inseparable from this Court's entire analysis. The trustees essentially ask this Court to
2 parse out the portion of the order they dislike while preserving the provisions granting the
3 outcome they sought. To do so would render this Court's aggregate analysis incomplete.
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10 unique litigation. This Court is confident it could recite the factors and will do so if
11 required upon remand.

12 The motion is denied.

13 **4. Co-trustee Stanley Jaksick's memorandum of attorneys' fees.** Consistent
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15 filed a verified memorandum of attorneys' fees on April 22, 2020. Stanley Jaksick made no
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17 opposition and motion to strike. Wendy contends that Stanley is not entitled to fees he
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27 This Court agrees it should amend its judgment in one respect. The judgment
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16 Cox & LeGoy and not by co-trustee Stanley Jaksick.


17 7. **Wendy's motion to alter or amend judgment or, alternatively, motion for**
18 **new trial.** Wendy's motion has been fully briefed but is not submitted for this Court's
19 decision. Nonetheless, this Court analyzed all moving papers and concludes it is
20 appropriate to resolve Wendy's motion in this order.

21 The motion is denied.

22 The recent moving papers reveal the combined attorneys' fees now exceed \$3
23 million and may be approaching \$4 million. The parties are strongly encouraged to bring
24 this dispute to an end or commence their appellate litigation.

25 **IT IS SO ORDERED.**

26 Dated: June 10, 2020.

27 
28 David A. Hardy
District Court Judge

1105

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,
Respondent and Counter-Petitioner,

~~PROPOSED~~
AMENDED JUDGMENT

v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

The procedural history of this matter, in pertinent part, is as follows:

1. This matter was tried to a jury from February 14, 2019, to and including March 4, 2019.
2. On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's

1 equitable claims. After consideration of the evidence and briefs filed by the parties, the Court
2 entered its Order After Equitable Trial on March 12, 2020.

3 3. On April 1, 2020, Judgment on Jury Verdict and Court Order on Equitable Claims
4 (“Judgment”) was entered in these matters. A true copy of the Judgment is attached as **Exhibit 1**
5 and is made a part hereof. The jury’s March 4, 2019 Verdict and the Court’s Order After
6 Equitable Trial are attached to and made part of the Judgment.

7 4. After the Judgment was filed, the parties filed various post-judgment motions. The
8 Court resolved the post-trial motions in its June 10, 2020 Order Resolving Submitted Matters
9 (Post Judgment Order”). A true copy of the Post Judgment Order is attached as **Exhibit 2** and is
10 made a part hereof. The Post Judgment Order resolves various contested issues that require the
11 Judgment be amended in certain limited areas.

12 GOOD CAUSE APPEARING, the Judgment is amended as follows:

13 1. **Todd Jaksick’s Individual Claim For Attorneys’ Fees and Costs on the Equity**
14 **Claims.** This motion is granted and in addition to the \$505,165.07 awarded to Todd Jaksick
15 (“Todd”) individually in the Judgment, the Judgment is hereby amended to include an additional
16 \$108,124.67, for a total judgment against Wendy Jaksick (“Wendy”) in favor of Todd individually
17 in the amount of \$613,289.74.

18 2. **Todd’s Position as Wendy’s Judgment Creditor.** Todd’s rights to enforce the
19 Judgment and this Amended Judgment is not limited or restricted, except as follows:

20 **Order After Equitable Trial:** “Todd shall be Wendy’s judgment creditor and
21 have no greater access to payment than any other judgment creditor. Todd may
22 attach or anticipate Wendy’s distributive share only if there are no spendthrift
23 provisions within the trust instruments that prohibit such creditor collection efforts.
24 If such spendthrift provisions exist, distributions shall be made to Wendy and Todd
25 may seek collection efforts against Wendy personally, subsequent to the
26 distribution. The trustees (including Todd) shall carefully measure Todd’s rights as
27 an individual judgment creditor with their fiduciary duties owed to Wendy as a
28 beneficiary.”

Judgment: “Declaring and decreeing that all fees ordered against Wendy Jaksick
shall be treated as a general trust administration expense and are not allocated to
any beneficiaries’ distributive share. Todd Jaksick may attach or anticipate
Wendy’s distributive share only if there are no spendthrift provisions within the
trust instruments that prohibit such creditor collection efforts. If such spendthrift
provisions exist, distributions shall be made to Wendy, and Todd may seek
collection efforts against Wendy personally, subsequent to the distribution.”

1 3. **Co-Trustee Stanley Jaksick's Memorandum of Attorney's Fees.** The fees
2 Stanley Jaksick incurred as Co-Trustee of the Family Trust are payable from the Trust and Court
3 intervention was neither requested nor is given.

4 4. **Todd's Motion to Amend.** The judgment is amended so as to exclude from
5 Todd's personal responsibility 25% of the fees the Trusts paid for the benefit of Co-Trustee
6 Stanley Jaksick.

7 5. **Maupin, Cox & LeGoy's Errata to Verified Memorandum of Attorney's Fees.**
8 The Judgment is not amended regarding Todd being personally responsible to pay 25% of
9 the fees paid to the law firm of Maupin, Cox & LeGoy ("MCL") for representing Todd, Michael
10 Kimmel, and Kevin Riley in their Trustee capacities for MCL defending them against Wendy's
11 legal and equitable claims.

12 On May 21, 2020, MCL filed the Petitioners' Verified Memorandum of Attorney's Fees.
13 On June 18, 2020, MCL filed an Errata to its Verified Memorandum of Attorney's Fees. On June
14 21, 2020, MCL filed its Second Errata to Petitioners' Verified Memorandum of Attorney's Fees.
15 According to the Second Errata, MCL charged \$855,450.50 for representing Todd as Co-Trustee
16 of the Family Trust and as Trustee of the Issue Trust, Mike Kimmel as Co-Trustee of the Family
17 Trust, Kevin Riley as Co-Trustee of the Family Trust and Kevin Riley as Trustee of Wendy
18 Jaksick's BHC Trust.

19 6. **Todd's Challenge to Petitioners' Verified Memorandum of Attorney's Fees**
20 **and Second Errata Thereto.** On June 29, 2020, Todd filed his Response to Petitioners' Verified
21 Memorandum of Attorney's Fees and the first and second Errata filed in connection thereto. Todd
22 attempted to show that the Petitioners' Verified Memorandum of Attorney's Fees included
23 substantial charges for MCL's administration of the Family Trust and the Issue Trust and argued
24 that the \$855,450.50 should be reduced by the amount of \$88,428.75. After consideration of
25 Todd's response, it is ordered that Todd reimburse the trusts 25% of the amount charged by MCL
26 for defending against Wendy Jaksick's litigation. Todd is ordered to reimburse the trusts 25% of
27 the balance (\$797,021.75) in the amount of \$199,255.44.
28

1 IT IS HEREBY ORDERED, DECREED AND ADJUDICATED that the Judgment is
2 amended as set forth above. In all other respects, the Judgment on Jury Verdict and Court Order
3 on Equitable Claims, Order After Equitable Trial, and Order Resolving Submitted Matters, to the
4 extent not inconsistent or amended hereby, together with this Amended Judgment, resolve all
5 claims against all parties. This Amended Judgment, together with the attached exhibits
6 incorporated herein is, pursuant to Rule 54(b) of the Nevada Rules of Civil Procedure, a final
7 judgment.

8 DATED this 2nd day of July, 2020.

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12 DAVID A. HARDY
13 DISTRICT COURT JUDGE
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EXHIBIT LIST

<u>Exhibit No.</u>	<u>Description</u>	<u>Pages</u>
1	Judgment on Jury Verdict and Court Order on Equitable Claims	35
2	Order Resolving Submitted Matters	8

EXHIBIT 1

1845

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

**JUDGMENT ON JURY VERDICT AND
COURT ORDER ON EQUITABLE
CLAIMS**

A. JUDGMENT ON JURY VERDICT

This matter was tried to a jury from February 14, 2019 to and including March 4, 2019.
The jury found in favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-

1 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
2 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
3 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust and against
4 Counter-Petitioner Wendy Jaksick on all claims and defenses. The jury found in favor of Counter-
5 Petitioner Wendy Jaksick against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr.,
6 Family Trust and as Trustee of the SSJ's Issue Trust on her breach of fiduciary duty claim and
7 assessed damages in the total amount of \$15,000. The jury found in favor of Todd Jaksick, as Co-
8 Trustee of the Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, on all
9 of Wendy Jaksick's other claims tried to the jury. The Jury Verdict is attached hereto and made a
10 part hereof.

11 Accordingly, judgment is entered as follows:

12 1. In favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-
13 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
14 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
15 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust against Counter-
16 Petitioner Wendy Jaksick on all of the claims and defenses tried to the jury. As required by NRS
17 18.110, these prevailing parties shall file their Memoranda of Costs within five days from notice
18 of entry of this Judgment on Jury Verdict.

19 2. In favor of Wendy Jaksick against Todd Jaksick as Co-Trustee of the Samuel S.
20 Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust on Wendy Jaksick's breach of
21 fiduciary duty claims. The Jury's Verdict in favor of Counter-Petitioner Wendy Jaksick in the
22 amount of \$15,000 is *de minimis* in light of her request for damages of \$80,000,000 and in light of
23 her failure to prevail on fraud, conspiracy and aiding and abetting. She is, therefore, not a
24 prevailing party and not entitled to recover costs under NRS 18.050 and NRS 18.110. Counter-
25 Petitioner Wendy Jaksick failed to obtain a judgment in excess of the Offers of Judgment served
26 by Todd Jaksick, as an individual, and is therefore not entitled to recover costs pursuant to NRCP
27 68. Counter-Petitioner Wendy Jaksick's judgment against Todd Jaksick, as Co-Trustee of the
28 Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, is for the total amount

1 of \$15,000, together with prejudgment interest from the date of her Counter-Petition (January 19,
2 2018) to the date of the Offer of Judgment (August 29, 2018) served by Todd Jaksick, in his
3 individual capacity, in the amount of \$605.34, for a total judgment of \$15,605.34. This judgment
4 shall accrue interest at judgment rate until paid in full.

5 3. All claims asserted by Counter-Petitioner Wendy Jaksick in her Counter-Petition
6 and Amended Counter-Petition and tried to the jury are dismissed with prejudice.

7 4. In favor of Duck Lake Ranch, LLC, and Incline TSS, Ltd. against Counter-
8 Petitioner Wendy Jaksick. The Court dismissed Counter-Petitioner's claims against these entities
9 and pursuant to NRS 18.110, these entities shall file their Memoranda of Costs within five days of
10 notice of entry of this judgment.

11 **B. JUDGMENT ON EQUITABLE CLAIMS**

12 On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's equitable
13 claims. The parties stipulated to submit written closing trial briefs and replies. Having considered
14 all briefs, evidence admitted during the jury trial and evidence submitted in support of the parties'
15 positions on the equitable claims, the Court entered its *Order After Equitable Trial* on March 12,
16 2020. The Order is attached hereto, made a part hereof, and is incorporated herein. The terms,
17 provisions, findings and conclusions set forth in its *Order After Equitable Trial* are incorporated
18 herein as the Court's Findings of Fact and Conclusions of Law pursuant to Rule 52(a) of the
19 Nevada Rules of Civil Procedure.

20 Judgment is hereby entered as follows:

21 1. Against Counter-Petitioner Wendy Jaksick on all of her equitable claims and is
22 entered in favor of Todd Jaksick, as an individual, Stanley Jaksick, as an individual and Co-
23 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, as an individual and Co-
24 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, individually, Kevin Riley, as Co-
25 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, as Trustee of the BHC Trust,
26 Duck Lake Ranch, LLC, and Incline TSS, Ltd. These prevailing parties shall file their
27 Memoranda of Costs pursuant to NRS 18.110 within five days of the notice of entry of this
28 judgment.

1 2. In favor of Counter-Petitioner Wendy Jaksick's counsel of record in the amount of
2 \$300,000 to be paid by the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust.

3 3. In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust against
4 Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust in an amount equal to
5 25% of the attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust
6 for legal services rendered on behalf of the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust
7 and Trustee for the SSJ's Issue Trust. Todd Jaksick's obligation to satisfy this judgment requires
8 payment of the amount determined from his personal funds. Counsel for the Trustees and Trustee
9 shall submit verified Memoranda of Fees paid within twenty-one days of notice of entry of this
10 judgment.

11 4. On March 13, 2019, Todd Jaksick, in his individual capacity, filed a Motion for
12 Order Awarding Costs and Attorneys' Fees for Todd Jaksick, individually, Duck Lake Ranch,
13 LLC and Incline TSS, Ltd. For the reasons stated in the Court's March 12, 2020 *Order After*
14 *Equitable Trial*, Todd Jaksick's Motion for Order Awarding Costs and Attorneys' Fees was
15 granted, subject to section (c) on page 22 of the Court's *Order After Equitable Trial*. Accordingly,
16 judgment is hereby entered in favor of Todd Jaksick, individually, against Counter-Petitioner
17 Wendy Jaksick in the amount of \$436,331 for attorneys' fees and \$68,834.07 in costs, for a total
18 judgment in favor of Todd Jaksick against Counter-Petitioner Wendy Jaksick of \$505,165.07,
19 which amount shall accrue interest from the date hereof at the legal rate.

20 5. In favor of the SSJ's Issue Trust and Incline TSS, Ltd., confirming title to the Lake
21 Tahoe house is to remain in the name of Incline TSS, Ltd., and against Wendy Jaksick regarding
22 claims to disrupt or change the title to the Lake Tahoe home.

23 6. In favor of the Samuel S. Jaksick, Jr., Family Trust against Counter-Petitioner
24 Wendy Jaksick denying her July 23, 2019 Emergency Motion to Compel Distribution from the
25 Samuel S. Jaksick, Jr., Family Trust.

26 7. In favor of Counter-Respondents, consistent with the Jury's Verdict on the ACPAs
27 and Indemnification Agreements.
28

1 8. Against Counter-Petitioner Wendy Jaksick and in favor of Todd Jaksick,
2 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Stanley Jaksick,
3 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel,
4 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley,
5 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC
6 Trust, Duck Lake Ranch, LLC, and Incline TSS, Ltd., on Counter-Petitioner Wendy Jaksick's
7 claims on unjust enrichment and constructive trust.

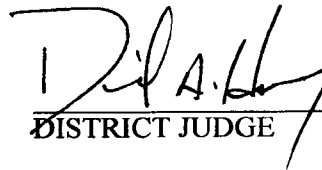
8 9. In favor of Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust
9 and as Trustee of the SSJ's Issue Trust, and against Counter-Petitioner Wendy Jaksick confirming
10 Todd Jaksick, as Trustee of the SSJ's Issue Trust and Co-Trustee of the Samuel S. Jaksick, Jr.,
11 Family Trust. Michael Kimmel and Stanley Jaksick are also confirmed as Co-Trustees of the
12 Samuel S. Jaksick, Jr., Family Trust.

13 10. In favor of the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust
14 against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the
15 SSJ's Issue Trust, for all Trustee's fees paid to Todd Jaksick. Todd Jaksick is hereby required to
16 disgorge all Trustee's fees paid to him, and payment thereof will constitute a setoff against any
17 amounts he must pay as and for 25% of the attorneys' fees paid to the Trustees' counsel of record.

18 11. Declaring and decreeing that all fees ordered against Wendy Jaksick shall be
19 treated as a general trust administration expense and are not allocated to any beneficiaries'
20 distributive share. Todd Jaksick may attach or anticipate Wendy's distributive share only if there
21 are no spendthrift provisions within the trust instruments that prohibit such creditor collection
22 efforts. If such spendthrift provisions exist, distributions shall be made to Wendy, and Todd may
23 seek collection efforts against Wendy personally, subsequent to the distribution.

24 IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the foregoing, upon entry
25 and filing in this matter, is an enforceable final judgment and all findings and conclusions of the
26 Court's March 12, 2020 *Order After Equitable Trial* are expressly incorporated herein. This
27 judgment resolves all claims against all parties, and pursuant to Rule 54(b) of the Nevada Rules of
28 Civil Procedure is a final judgment.

DATED this 1st day of April, 2020.


DISTRICT JUDGE

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EXHIBIT 2

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

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

CONSOLIDATED

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

No. PR17-00446

Dept. No. 15

ORDER RESOLVING SUBMITTED MATTERS

This lengthy dispute has been difficult for the litigants and all are aggrieved by the process and outcome. This Court anticipated additional litigation (especially regarding fees and costs) when it entered its Order After Equitable Trial on March 13, 2020. It therefore signaled to the parties that it had considered all issues, evidence, arguments, and authorities. Regarding fees and costs, this Court wrote: 1) its "discretionary resolution of the fees requests is bound by all facts of record and influenced by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement agreement between Todd and Stanley) and uncertainties created by notarial malfeasance," 2) "[t]here are competing facts and legal principles, which this Court analyzes in the aggregate and not in isolation," 3) the "NRCP 68 request cannot be considered narrowly, but instead, must be viewed by a totality of the case proceedings and statutory authorities governing trustees," 4) "[t]his Court's discretion is guided by the unique facts and procedural history of this case," and

1 5) "[t]his Court anticipates the parties will seek clarification and other relief through
2 additional motion work. The attorneys' fees provisions in this order reflect the entirety of
3 this Court's intentions regarding fees. This order also reflects the entirety of this Court's
4 intentions regarding all other pending matters."

5 By order dated April 21, 2020, this Court denied Wendy Jaksick's costs. It again
6 attempted to signal to the parties that it had considered all issues, evidence, arguments,
7 and authorities. After expressing concern about how costs could be segregated between
8 parties and claims, it wrote: "This Court anticipated costs litigation when it awarded fees
9 to Wendy's counsel. Like all other issues, the issue of awardable costs cannot be viewed in
10 isolation; instead, it must be viewed as a small part of a larger whole. This Court's cost
11 analysis is embedded in the fee award." After identifying Michael Kimmel and Kevin
12 Riley as prevailing parties, this Court wrote: "The problem this Court anticipates is that
13 Messrs. Kimmel and Riley will be unable to clearly distinguish and articulate costs
14 associated with their defense that do not overlap into the costs associated with Todd's
15 defense. Thus, it is unlikely this Court will order Wendy to pay their costs."

16 The parties have now filed moving papers after the Order After Equitable Trial that
17 aggregate to more than 1,300 additional pages in the court record. The tone of some
18 arguments has subtly changed, becoming negative. This Court identified the law
19 governing fees and costs in previous orders and will not repeat itself in this order. NRCP
20 59(e) relief may be granted to correct manifest errors of law or fact, address newly
21 discovered or previously unavailable evidence, respond to a change in controlling law, or
22 to prevent manifest injustice. AA Primo Builders, LLC v. Wash., 126 Nev. 578, 582, 245
23 P.3d 1190, 1193 (2010) (internal citations omitted). Manifest injustice exists where the
24 decision is obviously contrary to the evidence. Kroeger Props. & Dev., Inc. v. Silver State
25 Title Co., 102 Nev. 112, 114, 715 P.2d 1328, 1330 (1986) (quoting Price v. Sinnott, 85 Nev.
26 600, 608, 460 P.2d 837, 842 (1969)). An NRCP 59(e) motion "may not be used to relitigate
27 old matters, or to raise arguments or present evidence that could have been raised prior to
28 the entry of judgment." 11 Charles Alan Wright et al., FEDERAL PRACTICE AND PROCEDURE §

1 2810.1 (3d ed.) (footnotes omitted).

2 The following submitted matters are resolved as follows:

3 1. **Todd Jaksick's individual claim for attorneys' fees and costs for equitable**
4 **trial.** Consistent with this Court's prior analysis and decision, the motion is granted.
5 Todd is awarded against Wendy the amount of \$4,749.67 in costs and attorneys' fees of
6 \$103,375.00. Interest shall accrue at the legal rate. Todd may attach or anticipate Wendy's
7 distributive share only if there are no spendthrift provisions within the trust instruments
8 that prohibit such creditor collection efforts. If such spendthrift provisions exist,
9 distributions shall be made directly to Wendy and Todd may seek collection efforts
10 against Wendy personally, subsequent to the distribution.

11 The motion is granted; Todd Jaksick may submit a proposed judgment consistent
12 with this provision.

13 2. **Kevin Riley and Michael Kimmel's motions for attorneys' fees and costs.**
14 Messrs. Riley and Kimmel seek attorneys' fees and costs against Wendy individually
15 pursuant to NRS 7.085, NRS 18.005, 18.010(2)(b), NRS 18.020(3), and NRCP 68. They
16 tacitly concede they cannot segregate their fees and costs from the fees and costs incurred
17 in representation of all aligned trustees. They therefore propose the simplistic but
18 understandable allocation of 25% each of all fees and costs incurred by the trustees
19 represented by Mr. Lattin and the attorneys at Maupin Cox & LeGoy. Their proposed
20 allocation does not accommodate the consistent and overwhelming observation this Court
21 made throughout this proceeding: Mr. Lattin (and other attorneys associated with Mr.
22 Lattin through the Law Firm of Maupin Cox & LeGoy) provided a single, common
23 representation for similarly situated trustees. But Todd is at the core of the representation
24 and Todd's fees and costs would be the same or only imperceptibly different if Messrs.
25 Riley and Kimmel were not parties.¹ Although prevailing parties, Messrs. Riley and

26
27 ¹ The distinction between trustees is largely illusory. This dispute is about three siblings, two of whom were
28 given management responsibility and fiduciary duties. Having presided over all phases of this dispute, and
reading all file materials at various times during the pendency of this action, it is virtually impossible to
comprehend how the litigation would have been different if Messrs. Kimmel and Riley were not parties.

1 Kimmel failed to make a reasonable showing of individuated costs. They have failed to
2 "clearly distinguish and articulate costs associated with their defense that do not overlap
3 into the costs associated with Todd's defense."

4 This Court anticipated these motions when it developed its Order After Equitable
5 Trial. It was this anticipation that led to the express reference that trustees' fees would be
6 paid as a general trust administration expense. The relief Messrs. Kimmel and Riley seek
7 would alter the purpose and effect of other fee provisions. Accordingly, this Court would
8 be required to re-visit and modify other provisions of its order. This Court incorporates by
9 reference its previous order analyzing offers of judgment and summarily concludes the
10 \$500 offers of judgment are not a basis to shift fees to Wendy. Among other reasons, the
11 offers of judgment were presumably made in Messrs. Riley and Kimmel's individual
12 capacities. Messrs. Riley and Kimmel have made no reasonable showing that they
13 incurred fees in their individual capacities, but instead, all fees and costs were incurred in
14 the common defense of all trustees. Finally, the distinction between costs and fees
15 incurred by Todd as trustee and the costs and fees Todd incurred individually (that were
16 awarded against Wendy) is difficult to discern because Todd's trust attorneys and
17 individual attorneys worked collaboratively in joint defense of Todd.

18 The motions are denied.

19 **2. Trustees Todd Jaksick and Michael Kimmel, and former trustee Kevin**
20 **Riley's motion to alter or amend the judgment.** The trustees ask this Court to alter or
21 amend the judgment to remove the provision directing payment of \$300,000 to Wendy's
22 attorneys. The trustees contend this Court sua sponte analyzed the fees to Wendy's
23 counsel and neglected to make findings under Brunzell v. Golden Gate National Bank, 85
24 Nev. 345, 455 P.2d 31 (1969) and Shuette v. Beazer Homes Holding Corp., 121 Nev. 837,
25 124 P.3d 530 (2005).

26 The trustees' motion is an example of the type of motion this Court expected when
27 it entered its Order After Equitable Trial. This Court directly noted the fee award to
28 Wendy's counsel cannot be viewed in isolation. As this Court signaled, the fee award is

1 inseparable from this Court's entire analysis. The trustees essentially ask this Court to
2 parse out the portion of the order they dislike while preserving the provisions granting the
3 outcome they sought. To do so would render this Court's aggregate analysis incomplete.
4 Thus, if this Court were to re-visit the fee award to Wendy's counsel it would be
5 compelled to re-visit other provisions of the order.

6 This Court did not recite the talismanic words typically associated with Brunzell
7 because it was not awarding fees based upon a valuation of actual attorney time
8 presented. Instead, it considered the dominant Brunzell factors (advocates' quality,
9 character and complexity of work, actual work performed, and result) as part of this
10 unique litigation. This Court is confident it could recite the factors and will do so if
11 required upon remand.

12 The motion is denied.

13 4. **Co-trustee Stanley Jaksick's memorandum of attorneys' fees.** Consistent
14 with this Court's Order After Equitable Trial and subsequent judgment, Stanley Jaksick
15 filed a verified memorandum of attorneys' fees on April 22, 2020. Stanley Jaksick made no
16 request in his memorandum. Wendy filed an opposition, motion to strike and amended
17 opposition and motion to strike. Wendy contends that Stanley is not entitled to fees he
18 incurred individually as the fees he incurred as co-trustee were addressed in this Court's
19 Order After Equitable Trial. Todd filed an opposition, which primarily reads as a renewed
20 challenge to the propriety and constitutionality of this Court's Order After Equitable Trial.

21 Contrary to counsel's suggestion, this Court understands the role of different
22 attorneys at different times. The fees Stanley incurred as co-trustee of the family trust are
23 payable from the trust.² The fees Stanley incurred individually are not before this Court
24 and are not included within any order. Stanley's attempt to allocate fees he incurred early

25
26 ² The language this Court used in its Order After Equitable Trial could be clarified. When this Court wrote
27 "Stanley Jaksick and Michael Kimmel's attorneys' fees are chargeable to the trust and paid from trust
28 corpus" it contemplated only the fees Stanley incurred as co-trustee of the Family Trust would be charged
against trust corpus. After all, Wendy dismissed her claims against Stanley individually on August 25, 2018,
long before trial. This Court did not intend that fees Stanley incurred individually would be charged against
the trust.

1 and individually from fees he incurred as co-trustee may be problematic. But at some
2 point Wendy dismissed her claims against Stanley individually. It appears the trustees
3 will either reach an agreement about the allocation of Stanley's individual and trustee fees
4 or they will participate in additional litigation.

5 Stanley's memorandum is acknowledged but no court intervention is requested and
6 none is given at this time.

7 **5. Wendy's motion for leave and first supplement to verified memorandum**
8 **of costs; the trustees' motion to strike; and Stanley's motion to strike or redact.** The
9 motions are denied as moot. The issues contained within the motions may be renewed
10 upon appellate remand, if any.

11 **6. Todd's motion to amend judgment.** Todd filed a lengthy motion in which
12 he re-argues evidence previously considered and responds to this Court's findings and
13 conclusions by arguing "clear error" and "manifest injustice." Todd's primary concern is
14 the award of fees. But as this Court noted when explaining its discretion, the attorneys'
15 fees issue is inseparable from all other issues. If this Court were to re-visit the fees award
16 it would be compelled to re-visit the totality of its order. Each constituent part of this
17 dispute is influenced by and dependent upon all other constituent parts. So, for example,
18 if this Court amended the fees provision it would be compelled to fashion broadened relief
19 elsewhere, such as its response to the accountings, continuing trusteeship, the trustees'
20 access to trust corpus to satisfy the expenses of litigation, and the fees awarded to Wendy's
21 counsel.

22 With two exceptions, this Court does not respond to the arguments Todd presents.
23 The first exception illustrates the problem of severing and modifying a part of the entire
24 order. Todd argues this Court improperly restricted his ability to collect his judgment
25 against Wendy personally by including language about spendthrift provisions. To the
26 contrary, this Court included the language about spendthrift trusts because it believed,
27 based upon the entirety of Todd's course of conduct and the jury's finding, that Todd may
28 use information he acquires as Wendy's fiduciary to advance his own personal interests

1 against Wendy as his judgment debtor. As trustee and co-trustee, Todd will know the
2 details of distributions to Wendy. This places him at an unfair advantage over Wendy and
3 other general creditors she may have. As an example of how this Court's decision should
4 be reviewed in its entirety instead of as separate parts of a whole, this Court considered
5 removing Todd as trustee. This Court recited its broad authority to do so and even
6 indicated through an earlier oral pronouncement that it was inclined to remove Todd as
7 trustee. One justification for removing Todd is the jury's verdict that he breached his
8 fiduciary duties and the probability of continued hostility between fiduciary and
9 beneficiary. In the final analysis, based upon the whole, this Court declined to remove
10 Todd as trustee, but included a provision that prevented him from taking advantage of
11 Wendy for his personal purposes through information he gains as trustee. Todd asserts a
12 distinction between his individual interests and trustee interests that is not supported by
13 the evidence of record.

14 This Court did not implicitly limit Todd's ability to recover against Wendy only
15 through distributions she receives from the trusts; Todd may exercise any lawful collection
16 efforts he wishes. What Todd cannot do is anticipate, re-direct, or attach any trust
17 distribution if a similarly situated general creditor is prohibited from doing so by
18 spendthrift provisions of the trust.

19 The second exception relates to Todd's obligation to pay 25% of trustee fees from
20 his own personal resources. The purpose of this fees provision was not to punish Todd for
21 his individual acts. The fees provision was a recognition that Todd's acts as trustee should
22 not be defended entirely at trust expense. The jury concluded that Todd alone breached
23 his fiduciary duties. The jury absolved other trustees of alleged misconduct. The jury's
24 verdict is consistent with this Court's observations in equity. Todd cannot assert the
25 benefits of the jury's verdict when it suits him and ignore the portion of the verdict that
26 repudiates his trustee conduct.

27 This Court agrees it should amend its judgment in one respect. The judgment
28 provides:

1 In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's
2 Issue Trust against Todd Jaksick, as Co-Trustee of the Samuel
3 S. Jaksick, Jr., Family Trust in an amount equal to 25% of the
4 attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust
5 and SSJ's Issue Trust for legal services rendered on behalf of
6 the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust and
7 Trustee for the SSJ's Issue Trust.

8 The above provision appears to make Todd personally responsible for 25% of the
9 fees the trusts paid for the benefit of co-trustee Stanley Jaksick. This was not this Court's
10 intention. This Court intended that Todd would pay 25% of the fees paid to the Law Firm
11 of Maupin Cox & LeGoy for representing Todd, Michael Kimmel, and Kevin Riley in their
12 trustee capacities. To the extent this Court's intention is not reflected in the judgment, this
13 Court authorizes and will sign an amended judgment correcting this possible
14 misunderstanding.

15 Motion granted only to clarify that Todd shall pay 25% of fees incurred by Maupin
16 Cox & LeGoy and not by co-trustee Stanley Jaksick.


17 7. **Wendy's motion to alter or amend judgment or, alternatively, motion for**
18 **new trial.** Wendy's motion has been fully briefed but is not submitted for this Court's
19 decision. Nonetheless, this Court analyzed all moving papers and concludes it is
20 appropriate to resolve Wendy's motion in this order.

21 The motion is denied.

22 The recent moving papers reveal the combined attorneys' fees now exceed \$3
23 million and may be approaching \$4 million. The parties are strongly encouraged to bring
24 this dispute to an end or commence their appellate litigation.

25 **IT IS SO ORDERED.**

26 Dated: June 10, 2020.

27 
28 David A. Hardy
District Court Judge

PR17-00445 TRUST: SSJ'S ISSUE TRUST

10/11/2017
PROBATE COMMISSIONER
ROBIN WRIGHT
M. Conway (Clerk)
RECORDED - JAVS

HEARING:

10/11/2017: Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.

APPEARANCES:

Donald Lattin, Esq. and Mike Kimmel, Esq. were present in Court on behalf of Petitioner/Trustee Todd Jaksick, who was not present.
Mark Connot, Esq. was present in Court on behalf of Respondent Wendy Jaksick, who was not present.
Philip Kreitlein, Esq. and Stephen Moss, Esq. were present in Court on behalf of Respondent Stanley S. Jaksick, who was not present.

Counsel Lattin addressed and advised the Court that the Trustee is the same in both Trusts (SSJ's Issue Trust and Samuel S. Jaksick Jr. Family Trust), there are objections to the Petition and these matters should be placed on the contested calendar.

Counsel Connot addressed the Court and concurred with Counsel Lattin's recitation.

Counsel Kreitlein and Counsel Moss addressed the Court and concurred with Counsel Lattin's recitation.

The Commissioner FINDS that the matter, as well as the other pending matter, likely to be contested and involving the same or similar parties and issues, will best be served by placement of both matters together on a trial track before the Probate Judge. The parties agreed to this proposal.

IT IS THEREFORE RECOMMENDED that this case and Case No. PR17-00446, Trust: Samuel S. Jaksick, Jr. Family Trust, be referred to the Honorable David A. Hardy, Probate Judge, for all further proceedings.

CASE NO. PR17-00445
CASE NO. PR17-00446

TRUST: SSJ'S ISSUE TRUST
TRUST: SAMUEL S. JAKSICK, JR. FAMILY TRUST

DATE, JUDGE
OFFICERS OF

COURT PRESENT	APPEARANCES-HEARING	CONTINUED TO
1/4/18 HONORABLE DAVID A. HARDY Dept. No. 15 A. Dick (Clerk) A. Trevino (Reporter)	<p><u>CASE MANAGEMENT CONFERENCE</u></p> <p>Donald Lattin, Esq. and Kent Robison, Esq. represented Petitioner Todd Jaksick who was present seated in the gallery. Mark Connot, Esq. represented Interested Party Wendy Jaksick who was not present. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Interested Party Stanley Jaksick who was not present.</p> <p>1:30 p.m. – Court convened with counsel and Petitioner present. Counsel Lattin addressed and advised the Court the first legal issue that needs to be briefed is if the threshold of non-contest should be triggered. Counsel further advised a motion to dismiss based on lack of standing can be filed within 2 weeks and depending on the decision rendered, discovery may commence this spring/summer. Counsel suggested setting trial early late fall 2018.</p> <p>Court inquired counsel regarding the contest issue. Counsel Connot addressed and advised a paragraph contained in the objection and opposition each filed on October 10, 2017, contests the validity of the second amendment. Counsel Lattin suggested additional briefing may be helpful to the Court.</p> <p>Counsel Connot requested 2 weeks time to enter a formal challenge the validity of the trust instrument(s).</p> <p>COURT ORDERED: Counsel Connot shall file a formal challenge to the validity of the trust instrument(s) no later than January 19, 2018.</p> <p>COURT FURTHER ORDERED: Counsel Lattin shall file a motion to dismiss limited to the attack upon the validity of the trust instrument(s) no later than February 6, 2018; briefing shall then follow standard motion practice.</p> <p>Counsel Hosmer-Henner addressed the Court inquired if a counter petition is not bound.</p> <p>Court confirmed a counter petition is not bound.</p> <p><i>Discussion ensued regarding the length of jury trial.</i></p> <p>Counsel Robison addressed the Court requested an expedited hearing on the validity of indemnification.</p>	<p>March 7, 2018 2:30 p.m. Status conference not to exceed 1 hour</p> <p>January 8, 2019 3:00 p.m. Pretrial conference not to exceed 2 hours</p> <p>February 4, 2019 9:00 a.m. Jury Trial (10 days)</p>

Counsel Hosmer-Henner advised the content of today's hearing is too far into the substantive issues, scheduling an indemnification hearing at this juncture is premature, and stated said issue should first be fully briefed then presented to the Court for consideration. Counsel further advised a fall trial date is too aggressive.

Counsel Connot indicated 9 months would be a minimum discovery timeframe for these cases.

Discussion ensued regarding the payment of attorney's fees.

COURT ORDERED: Jury trial scheduled for February 4-15, 2019 at 9:00 a.m.

COURT FURTHER ORDERED: Pretrial conference scheduled for January 8, 2019, at 3:00 p.m. not to exceed 2 hours.

Counsel Lattin indicated all counsel can work together to create a proposed, joint scheduling order to be submitted it to Department 15 staff within 3 weeks.

Court provided counsel with a blank scheduling order template for review.

Counsel Robison indicated he will prepare motion work regarding the indemnification issue.

Counsel Hosmer-Henner stipulated to consolidation of these cases, did not object to this Court and Nevada law retaining jurisdiction, and did not object to the confirmation of current trustees as permitted to bring this petition.

COURT ORDERED: [see Order After Case Management Conference entered January 5, 2018].

Court inquired counsel if a discovery plan is necessary.

Counsel each concurred a discovery plan is unnecessary.

COURT ORDERED: Discovery rules shall not be supplanted.

Court inquired counsel regarding expert witnesses.

Counsel Lattin advised expert testimony likely depends on the motion work but he does not anticipate these cases to be expert intensive.

Counsel Hosmer-Henner indicated his client is in need of some financial documents.

Counsel Lattin stated he will provide said financial documents and other documents may still be in the CPA's possession in Sacramento, CA.

COURT ORDERED: Status conference scheduled for March 7, 2018, at 2:30 p.m. not to exceed 1 hour; it is expected for all motion work to be in place as well as party posture.

COURT FURTHER ORDERED: The preparation of a transcript of today's proceedings to be paid by the trust.

2:24 p.m. – Court stood in recess.

CASE NO. PR17-00445

CONS: TRUST: SSJ'S ISSUE TRUST

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

<p>3/7/18 HONORABLE DAVID A. HARDY Dept. No. 15 A. Dick (Clerk) C. Wolden (Reporter)</p>	<p><u>CASE MANAGEMENT CONFERENCE</u> Donald Lattin, Esq. and Kent Robison, Esq. represented Petitioners Todd Jaksick who was present seated in the gallery and Michael Kimmel who was not present. Mark Connot, Esq. represented Interested Party Wendy Jaksick who was not present. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Interested Party Stanley Jaksick who was not present. 2:29 p.m. – Court convened with counsel and Petitioner Mr. Todd Jaksick present. COURT ORDERED: In the event motion work needs to be amended, parties shall file an errata identifying the modification of the original motion. COURT FURTHER ORDERED: Petitioners are not required to file a second motion to dismiss based upon Ms. Wendy Jaksick's first amended counter petition. Further, Mr. Todd Jaksick is permitted to file a supplemental response, not to exceed 3 pages, to new allegations contained in said counter petition. COURT FURTHER ORDERED: Discovery in this case shall commence immediately. Counsel Connot addressed the Court objected to Mr. Todd Jaksick's request to propound 60 interrogatories to Ms. Wendy Jaksick. However, if Mr. Todd Jaksick is permitted 60 interrogatories counsel requested the order be reciprocal. Counsel Robison addressed the Court argued in support of the necessity of 60 interrogatories. Counsel advised the number of interrogatories will not be duplicative with counsel Lattin. COURT ORDERED: Mr. Todd Jaksick permitted to propound 60 interrogatories Ms. Wendy Jaksick; this order shall be reciprocal. Counsel Connot advised NRCP 16.1 initial disclosures were due February 15, 2018, and the delay is due to difficulty organizing with an attorney located in Texas. Counsel further advised he intends to release said disclosures no later than 7 days from today. COURT ORDERED: Counsel Connot shall produce NRCP 16.1 initial disclosures no later than 5:00 p.m. next Monday, March 12, 2018. Failure to do so shall result in monetary sanction limited to fees incurred.</p>	<p>April 26, 2018 1:30 p.m. Status Conference not to exceed 1 hour January 8, 2019 3:00 p.m. Pretrial conference not to exceed 2 hours February 4, 2019 9:00 a.m. Jury Trial (10 days)</p>
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Counsel Connot objected to Mr. Todd Jaksick's request to depose Ms. Wendy Jaksick for no less than 20 hours as premature and advised parties may seek leave to depose an individual beyond 7 hours, if deemed necessary.

Counsel Robison argued in support of taking Ms. Wendy Jaksick's deposition for no less than 20 hours as there are 13 claims alleged to which include felony crime accusation(s).

Counsel Lattin addressed and advised the Court his deposition of Ms. Wendy Jaksick will require 5-6 hours beyond Mr. Todd Jaksick's request as there are 3 trusts to base questions upon.

Counsel Hosmer-Henner addressed and advised the Court counsel have the obligation to meet and confer and he is uncomfortable with discovery rulings before said meeting.

Counsel further advised Mr. Stanley Jaksick does not have a position regarding length of depositions.

COURT ORDERED: Ms. Wendy Jaksick's deposition limited to 3 days; this order shall be reciprocal.

Counsel Connot did not object to Mr. Todd Jaksick's request to immediately serve Ms. Wendy Jaksick's with a request for production of documents. Further, counsel Connot did not object to working out the details of Mr. Todd Jaksick's proposed stipulated protective order and confidentiality agreement within the next 10 days.

Counsel Hosmer-Henner advised the language contained in Mr. Todd Jaksick's proposed stipulated protective order and confidentiality agreement is for lawyers' eyes only.

Counsel Robison indicated the complex language contained in said proposed stipulation and order is the reason why Mr. Todd Jaksick requested 10 days to reach an agreement among the parties.

COURT ORDERED: Parties shall submit and agree upon the terms and conditions of the stipulated protective order and confidentiality agreement no later than March 16, 2018. If the parties are unable to reach an agreement then counsel Robison is responsible for organizing and scheduling a teleconference with Discovery Commissioner Ayres no later than 4:00 p.m. on March 16, 2018.

Counsel Hosmer-Henner advised Mr. Stanley Jaksick intends to file an amended objection with more specificity no later than March 23, 2018. Counsel further advised the original plan was to have the amended objection filed before today but he is in receipt of complex documents which have slowed the drafting process.

Counsel Robison objected to Mr. Stanley Jaksick's March 23, 2018, proposed deadline as pleadings need to be in place so

discovery can commence. Counsel indicated Mr. Stanley Jaksick was a trustee for 8 years and should be in possession of documents.

Counsel Hosmer-Henner objected to opposing counsel's "trustee" representation as inaccurate. Counsel advised Mr. Stanley Jaksick only had access to some trust information. Counsel further advised under the probate code there is no deadline for filing an objection.

COURT ORDERED: Counsel Hosmer-Henner shall file Mr. Stanley Jaksick's amended objection no later than March 23, 2018.

Counsel Hosmer-Henner indicated he will do his best to file said objection earlier than the ordered deadline. Counsel clarified he represents Mr. Stanley Jaksick individually as well as a beneficiary of both trusts.

Counsel Robison was satisfied with counsel's representation clarification.

Counsel Lattin requested oral arguments on the motion to dismiss be set today, if deemed necessary.

Court indicated the reply could change its position, but a written order will likely be entered without the need for oral arguments. Counsel Connot inquired the Court as to the timeline for entering said order.

Counsel Robison advised the reply is due tomorrow.

Court stated a written order will be entered as work percolates through chambers, per usual.

COURT ORDERED: Status conference, not to exceed 1 hour, scheduled for April 26, 2018, at 1:30 p.m. If there are no issues to discuss, counsel may seek to vacate said hearing upon stipulation and approval of said stipulation by this Court. Additionally, depending on counsel Robison's trial calendar he may or may not attend; he is invited to memorialize any issues he wishes to address in writing by filing a statement to the case docket prior to the hearing.

3:07 p.m. – Court stood in recess.

CASE NO. PR17-00445

CONS: TRUST: SSJ'S ISSUE TRUST

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

<p>4/26/18 HONORABLE DAVID A. HARDY Dept. No. 15 A. Dick (Clerk) J. Kernan (Reporter)</p>	<p><u>STATUS CONFERENCE</u> Donald Lattin, Esq. represented Petitioners Todd Jaksick and Michael Kimmel who were not present. Therese Shanks, Esq. represented Petitioner Todd Jaksick, individually, who was not present. Mark Connot, Esq. represented Interested Party Wendy Jaksick who was not present. Adam Hosmer-Henner, Esq. represented Interested Party Stanley Jaksick who was not present. 1:29 p.m. – Court convened with counsel present. Counsel Lattin addressed and advised the Court privileged communication has been inadvertently disclosed to opposing counsel Connot; further, it does not matter how the communication was disclosed and it should be returned, ordered to be destroyed, and not used during this litigation. Counsel Shanks addressed the Court concurred with counsel Lattin's position and advised it is not her client's position to waive privileged information. Counsel Connot addressed the Court indicated he did receive a letter from counsel Lattin regarding the inadvertent disclosure and he is trying to determine if there was a waiver of privileged communication. Counsel further indicated if an agreement cannot be reached among counsel then judicial intervention may be required to resolve this issue. Counsel Hosmer-Henner addressed the Court indicate he has not seen the inadvertent disclosure. Court shared information it learned from Discovery Commissioner Ayres regarding inadvertent discovery disclosures and gave counsel the option to tender this issue by motion work or oral arguments before Commissioner Ayres. COURT ORDERED: There shall be no dissemination, reproduction, and use of said inadvertently disclosed materials until further order. Counsel each elected to have this issue decided before Commissioner Ayres. COURT ORDERED: Discovery dispute conference scheduled for May 8, 2018, at 10:00 a.m. before Commissioner Ayres. If</p>	<p>May 8, 2018 10:00 a.m. Discovery Dispute Conference before Commissioner Ayres January 8, 2019 3:00 p.m. Pretrial Conference February 4, 2019 9:00 a.m. Jury Trial (10 days)</p>
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Commissioner Ayres is unavailable, his assistant will reach out to counsel to reschedule.

Court indicated prehearing statements are INVITED TO BE FILED but are NOT ORDERED. If counsel chooses to file a prehearing statement it shall be entered no later than 4:00 p.m. on May 7, 2018.

Counsel Hosmer-Henner indicated he has a conflict on May 8th but will send an associate to attend the hearing on his behalf.

Counsel further indicated he is out of the office from June 9 – July 14, 2018, and requested no major depositions be taken during his absence.

Counsel Connot advised counsel will all work together to coordinate depositions.

Counsel Shanks advised depositions have been noticed but she will work to accommodate counsel Hosmer-Henner's schedule.

COURT ORDERED: Counsel Hosmer-Henner shall visit with opposing counsel to schedule place-holder depositions in accordance with this availability.

1:48 p.m. – Court stood in recess.

CASE NO. PR17-00445

CONS: TRUST: SSJR'S ISSUE TRUST

5/8/2018

DISCOVERY COMMISSIONER

WESLEY AYRES

M. Conway (Clerk)

RECORDED - JAVS

D. Cecere (Reporter)

HEARING:

5/8/2018: Telephonic Conference Re: Discovery Dispute.

APPEARANCES:

Counsel listed below all appeared telephonically.

Donald Lattin, Esq. present on behalf of Petitioners Todd Jaksick as sole Trustee of the SSJ Issue Trust and Co-Trustee of the Samuel S. Jaksick Jr. Family Trust. In addition, Donald Lattin, Esq. was present on behalf of Michael S. Kimmel, Co-Trustee of the Samuel S. Jaksick Jr. Family Trust and Kevin Riley, individually, as former Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the Wendy A. Jaksick 2012 BHC Family Trust.

Kent Robison Esq. present on behalf of Todd B. Jaksick, individually and as beneficiary, of the SSJ's Issue Trust and Samuel S. Jaksick, Jr. Family Trust.

Mark Connot, Esq. present on behalf of Interested Party Wendy Jaksick.

Philip Kreitlein, Esq. present on behalf of Stanley Jaksick, individually and as a beneficiary. Todd Jaksick, Michael Kimmel, Kevin Riley, Stanley Jaksick, and Wendy Jaksick were not present.

10:06 a.m. - Court convened.

Counsel Robinson addressed the Court and inquired if counsel, representing Stanley Jaksick as a Trustee, was present.

Counsel Kreitlein addressed and advised the Court that as of today no attorney has made an appearance for Stanley Jaksick, as a Trustee, and that he (Counsel Kreitlein) represents him individually and as a beneficiary.

Counsel Lattin addressed the Court and reviewed his letter to Mark Connot Esq., dated April 24, 2018, wherein he objected to Wendy's possession of disclosures which include privileged attorney-client communications. Counsel indicated that he did not receive a response to his letter. Counsel Lattin presented argument that the disclosures include privileged attorney-client communication and that the attorney-client privilege attaches to these documents and can only be waived by the Trust through its Co-Trustees. Counsel argued there was no waiver and that the Co-Trustees did not authorized the dissemination of the communication.

Continued on page 2.

Counsel Connot addressed the Court and responded. Counsel argued that the communication comes down to the opening line of the email which indicates the purpose of the email is to discuss matters of administration of the Trust(s). Counsel presented argument in support of finding these documents are not privileged.

Upon inquiry from the Court, Counsel Connot addressed the work product doctrine.

Counsel Robison addressed the Court and joined with the argument presented by Counsel Lattin.

Counsel Kreitlien joined with the argument presented by Counsel Connot.

Counsel Lattin responded and presented further argument in support of finding the disclosures include privileged attorney-client communications. Counsel argued that the email clearly discuss allegations/strategies as they relate to litigation. Counsel Lattin advised the Court that he does not know the date of the email.

Counsel Connot advised the Court that he suspects that Wendy got the email forwarded from Stanley Jaksick but that all they have is a screen shot of the email from her phone and it doesn't include a date. Counsel Connot presented further argument that 50% of the email discussed the Issue Trust.

Upon inquiry from the Court, Counsel Connot discussed common interest privilege. Counsel Connot argued that Stanley Jaksick made the decision to forward the email.

Counsel Lattin argued that one person with common interest cannot waive privilege for all.

Counsel Robison had nothing further to add.

Counsel Kreitlien had nothing further to add.

Counsel Connot had nothing further to add.

COURT RECOMMENDS: Matter taken UNDER ADVISEMENT, with recommendation to follow.

COURT FINDS that the Court's April 26, 2018 minute Order, requiring no dissemination, reproduction, and/or use of said inadvertently disclosed matters shall be maintained until further Court Order.

Counsel Connot advised the Court that there may be additional communications that could be in question.

Counsel Lattin argued that these additional communications should be discussed among counsel.

Counsel Connot requested instructions from the Court.

COURT RECOMMENDS: Counsel Connot to forward copies of the additional communications to opposing counsel.

10:36 a.m. - Court stood in recess.

CASE NO. PR17-00445

CONS: TRUST: SSJ'S ISSUE TRUST

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

11/16/18

HONORABLE

DAVID A. HARDY

Dept. No. 15

A. Dick

(Clerk)

T. Amundson

(Reporter)

HEARING RE: DISCOVERY DISPUTES + TO CONTINUE TRIAL

Donald Lattin, Esq. represented Todd Jaksick, in a co-trustee capacity, Michael Kimmel, and Kevin Riley who were not present.

Therese Shanks, Esq. and Kent Robison represented Todd Jaksick, individually, who was not present. Kevin Spencer, Esq

with co-counsel Kevin Sutehall, Esq. appearing on behalf of Mark Connot, Esq. represented Wendy Jaksick who was not present.

Adam Hosmer-Henner, Esq. represented Stanley Jaksick, individually, who was not present. Philip Kreitlein, Esq.

represented Stanley Jaksick, as co-trustee, who was not present. 9:02 a.m. – Court convened with counsel present.

Court confirmed there were no stipulations regarding discovery and deadline extension. Court stated it has read everything including yesterday's voluminous late filing which due to timing disallowed other parties to respond.

Counsel Spencer addressed the Court argued in support of Wendy Jaksick's emergency motion to extend discovery, expert designation deadlines, trial continuance to include the party posture of this case may change, in that, Judge Hascheff may become a party – this decision to be decided after tomorrow.

Counsel indicated 15-20 depositions remain outstanding to include 3, possibly 4, experts which are difficult to depose without the key players first being deposed. Counsel proposed discovery cutoff be extended 30 days before trial; however, this is still difficult should trial remain as currently set. Counsel argued there should be transparency on behalf of the trustee and further argued in opposition of forcing trial too quickly.

Counsel Robinson addressed the Court argued in opposition of said motion and trial continuance to include there was purposeful delay, in that, no request(s) for a meet and confer were made and no motion(s) to compel between the months of May 2018-early October 2018 were filed. Counsel argued Wendy Jaksick is seeking a discovery dispute because her position has no merit and her requests are a fishing expedition. Counsel requested Wendy Jaksick's counsel to refine her discovery requests, similarly to Stanley Jaksick whose requests are reasonable.

January 31, 2019
10:00 a.m.

Exhibit Marking with
Court Clerk

January 31, 2019
1:00 p.m.*

Pretrial Conference
**Immediately
following Exhibit
Marking*

February 4, 2019
9:00 a.m.

Jury Trial (4 weeks)

Counsel identified the key players and simple accusations. Counsel further argued in opposition of a trial continuance and deferred to discovery deadlines as to be ordered by this Court. Counsel Lattin addressed the Court argued in opposition of said motion and trial continuance to include this case needs to proceed to trial February 2019 as extending litigation beyond will extinguish the trust. Counsel indicated Kevin Riley will make himself available the first week of December 2018 for deposition. Counsel advised Wendy Jaksick has what she needs, 15-20 depositions do not remain outstanding, documents have been provided, and this case needs to proceed to trial even if discovery closes on the eve of trial.

Counsel Hosmer-Henner addressed and advised the Court Stanley Jaksick reluctantly joined into said motion and trial continuance and argued in support to include rescheduling Judge Hascheff's deposition as well as slow-rolling and expensive production of documents. Counsel advised he intended to take depositions in a certain order thus requiring certain documents to be produced. Counsel requested unrestrained discovery be stopped, this case stayed, and the parties order to participate in a series of settlement conferences subject to a managed discovery process.

Court inquired counsel what trial looks like.

Counsel Hosmer-Henner, counsel Robison, and counsel Spencer stipulated some claims should be heard by this Court and some claims, such as the performance of the trustees, should be tried before a Jury.

Court inquired counsel regarding mandatory settlement conference.

Counsel Lattin presented his concept of a 3-day settlement conference to be conducted sometime during the first 2 weeks in December 2018 with a savvy and quick-study mediator who may be able to wrap this case up or refine the claims. Counsel Lattin advised this case can proceed with double-tracked discovery. Counsel Robison did not object to double tracking discovery and suggested reserving the first 3 days of trial for a settlement conference.

Counsel Spencer did not object to participating in a settlement conference as per counsel Lattin's concept.

Counsel Hosmer-Henner objected to double tracking discovery and trial remaining on calendar as the parties pursue a settlement.

10:31 a.m. – Brief recess.

11:26 a.m. – Court reconvened with counsel present.

COURT ORDERED: Wendy Jaksick's emergency motion to extend discovery, expert designation deadlines and trial GRANTED IN PART/DENIED IN PART [see Order After Hearing entered November 26, 2018].

11:52 a.m. – Court stood in recess.

CASE NO. PR17-00445 CONS: TRUST: SSJ'S ISSUE TRUST

1/15/2019

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

1/15/2019: TELEPHONIC CONFERENCE (NO PARTIES PRESENT IN COURT)

APPEARANCES:

Carolyn Renner, Esq. and Donald Lattin, Esq. were present on behalf of Todd Jaksick as sole Trustee of the SSJ Issue Trust and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; Michael Kimmel as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; and Kevin Riley, individually as former Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the Wendy A. Jaksick 2012 BBHC Family Trust, who was not present. Kent Robison, Esq. was present on behalf of Todd Jaksick, individually in PR17-00445 and PR17-00446, who was not present. Mark Connot, Esq., Amanda Hunt, Esq., Kevin Spencer, Esq. and Zachary Johnson, Esq. were present on behalf of Wendy Jaksick, who was not present. Philip Kreitlein, Esq. was present on behalf of Stanley Jaksick in his capacity as Co-Trustee of the Family Trust, who was not present.

Court announced the matter, advising that he had received the reports that were filed by the three groups of parties and would like to begin with Wendy Jaksick's Motion to Compel to Todd Jaksick on production of documents. Court acknowledged that Counsel Connot had requested 88 categories to Counsel Robison and no documents have yet been provided.

Counsel Connot addressed the Court and advised that the only response they had seen was in the Discovery Status Report filed 1/11/19.

Counsel Robison replied that due to time constraints, he has not yet had time to respond but will try to respond by 1/16/19, and will also produce the responsive emails by Jessica Clayton on 1/16/19 as well.

Court directed that Counsel Connot provide a breakdown of the 88 categories; Counsel Connot agreed. Counsel Johnson advised the Court that those 88 categories were included in the Exhibit 1 to the Discovery Conference Motion.

Counsel Johnson further advised that the 2012 and 2013 individual and Estate tax returns for Samuel S. Jaksick, Jr. were requested for use during the depositions of the expert witnesses and they were not produced.

Counsel Robison objected to producing these tax records; stating those records had never been requested.

Counsel Johnson responded, stating that those documents had been requested 8 months ago. Further discussion ensued between Court and respective Counsel regarding tax documents.

COURT DIRECTED that the tax returns of Samuel S. Jaksick, Jr. for 2012 and 2013 be produced and provided to Counsel Connot and Counsel Spencer.

Court questioned and confirmed with Counsel Robison that Jessica Clayton's documents would be produced by 1/16/19.

Court questioned respective Counsel that the Subpoena Duces Tecum with Ms. Childers has been resolved and confirmed that there is no need for a formal ruling.

Court questioned respective Counsel the status regarding the Subpoena for Mr. Legoy: documents have been produced, the deposition has been rescheduled and there is no need for a formal ruling regarding the Motion to Quash.

Court and respective Counsel discussed the Motion filed in regards to the 30(b)(6) depositions on both trusts. **COURT DIRECTED** there will be no 30(b)(6) depositions for the Trusts.

Further discussion ensued between Court and respective Counsel regarding depositions of the Trustees and 30(b)(6) depositions.

Counsel Spencer addressed the Court and advised that if Todd Jaksick cannot provide answers, it should be grounds for his immediate removal as a Trustee of the Family Trust and the Issue Trust.

Court questioned respective Counsel as to whether there are any other unresolved issues.

Counsel Spencer addressed the Court regarding the Subpoena served on Nicholas Palmer that still needs to be scheduled, but nothing needs to be discussed today. Further discussion ensued between respective Counsel regarding taking expert depositions after 1/18/19.

COURT DIRECTED that if the witnesses have been designated as experts, the depositions are to be allowed.

COURT DIRECTED the parties to notify the Court if there any remaining issues that need to be resolved after Counsel has met and conferred regarding the Motion to Compel with Todd Jaksick.

COURT DIRECTED: Matter set for TELECONFERENCE RE: DISCOVERY ISSUES January 22, 2019 at 4:30 p.m.

CASE NO. PR17-00445 CONS: TRUST: SSJ'S ISSUE TRUST

1/22/2019

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

1/22/2019: TELEPHONIC CONFERENCE (NO PARTIES PRESENT IN COURT)

APPEARANCES:

Donald Lattin, Esq. was present on behalf of Todd Jaksick as sole Trustee of the SSJ Issue Trust and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; Michael Kimmel as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; and Kevin Riley, individually as former Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the Wendy A. Jaksick 2012 BBHC Family Trust, who was not present. Kent Robison, Esq. was present on behalf of Todd Jaksick, individually in PR17-00445 and PR17-00446, who was not present. Mark Connot, Esq., Amanda Hunt, Esq., Kevin Spencer, Esq. and Zachary Johnson, Esq. were present on behalf of Wendy Jaksick, who was not present. Adam Hosmer-Henner, Esq. was present on behalf of Stanley Jaksick in his capacity as Co-Trustee of the Family Trust, who was not present.

Court announced the matter, advising that he had reviewed the reports that were filed by the three groups of parties and would like to advise regarding Wendy Jaksick's Motion to Compel to Todd Jaksick on production of documents, the decision will be filed tomorrow (1/23/19).

Court questioned Counsel Robison regarding the deposition of James Green; Counsel Robison responded that this is no longer an issue.

Court questioned Counsel Lattin regarding deposition of Kurt Hardung; Counsel Lattin replied that he has tried to contact Mr. Hardung to reschedule; Counsel Johnson suggested a phone deposition.

Court questioned respective Counsel regarding whether Samuel Jaksick's 2012 and 2013 income tax returns had produced; Counsel Lattin advised that he had been in contact with Kevin Riley and they expected it to be produced by the end of the day on 1/23/19 or 1/24/19.

Court questioned Counsel Connot if the privilege log had been received; Counsel Connot responded that they had received it and are reviewing it.

Court questioned Counsel Connot regarding the new or indispensable parties in the 4th Request for Production to Todd Jaksick. Further discussion ensued between respective counsel regarding discovery disputes.

Court questioned respective counsel regarding any other unresolved issues. Counsel Hosmer-Henner addressed the Court regarding the deposition of Jessica Clayton, the conduct of Counsel Robison during the deposition and the suspension of that disposition pending the resolution of the matter at this hearing.

Discussion ensued between Court, Counsel Hosmer-Henner, Counsel Robison and the application of the ruling regarding *Coyote Springs Inv. v. Dist. Ct.*, 131 Nev. Adv. Op. 18 (2015).

COURT DIRECTED: Per the *Coyote Springs* ruling, Counsel Hosmer-Henner has the right to question Counsel Robison and Jessica Clayton regarding what was discussed during the break in the deposition.

Counsel Connot addressed the Court regarding non retained experts disclosed by Todd Jaksick and the recent withdrawal of William Peterson and Arlo Stockham; he requested clarification that they are no longer witnesses.

Counsel Robison confirmed that they will not be called as witnesses.

Counsel Spencer addressed the Court regarding the signature stamps of Samuel Jaksick's signature that were used on documents; he would like to inspect original documents and the stamps if they still exist; a list of required documents will be made and provided to Counsel Robison.

COURT DIRECTED: Counsel Robison to research if the stamps still exist and provide information to Counsel Connot or Spencer.

COURT DIRECTED: Matter set for TELECONFERENCE RE: DISCOVERY ISSUES January 29, 2019 at 4:30 p.m.

CASE NO. PR17-00445 **CONS: TRUST: SSJ'S ISSUE TRUST**

1/8/2019

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

1/8/2019: TELEPHONIC CONFERENCE (NO PARTIES PRESENT IN COURT)

APPEARANCES:

Carolyn Renner, Esq. was present on behalf of Todd Jaksick as sole Trustee of the SSJ Issue Trust and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; Michael Kimmel as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; and Kevin Riley, individually as former Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the Wendy A. Jaksick 2012 BBHC Family Trust, who was not present. Kent Robison, Esq. and Therese Shanks, Esq. was present on behalf of Todd Jaksick, individually in PR17-00445 and PR17-00446, who was not present. Mark Connot, Esq., Amanda Hunt, Esq., Kevin Spencer, Esq. and Zachary Johnson, Esq. were present on behalf of Wendy Jaksick, who was not present. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. were present on behalf of Stanley Jaksick in his capacity as Co-Trustee of the Family Trust, who was not present.

Court announced the matter, advising that the reports had been received that were filed by the three groups of parties and would like to begin with the deposition of Jessica Clayton.

Counsel Connot responded that the date of the deposition has been set; there is also a subpoena for Ms. Clayton to bring the original notary journals to the deposition.

Further discussion ensued between Court, Counsel Connot, Counsel Spencer and Counsel Shanks regarding the notary journals.

COURT DIRECTED: Counsel Shanks provide verification if Jessica Clayton has notary journals in her possession and advise respective counsel.

Court questioned whether there was a still a dispute regarding Ms. Childer's books.

Counsel Connot replied he would still like to see the complete, non-redacted pages of the notary journals due to the fact that Ms. Childer's deposition is scheduled for 1/14/19.

Counsel Shanks requested guidance from the Court.

COURT DIRECTED: Ms. Childer is to provide non-redacted pages from book for counsel's review and bring books to deposition.

Court had questions regarding the Subpoena duces tecum out to Counsel Legoy and his firm which has produced roughly 2000 pages; Counsel Connot wanted confirmation regarding the entirety of the documents.

Further discussion ensued between Court, Counsel Connot and Counsel Renner regarding the production of these documents; Counsel Renner advised that the production is complete. Court had questioned regarding the depositions of Mr. Campagna and Ms. Chrisman and the locations where they were to take place.

Counsel Hosmer-Henner objected to the location set for Ms. Chrisman's deposition, requested deposition be held by video conference.

Counsel Robison requested deposition be held in person due to the amount of documents that are involved.

Further discussion ensued between Court and respective counsel regarding Ms. Chrisman's deposition.

Respective counsel agreed to have deposition in Los Angeles and counsel can participate by video if they do not wish to travel.

Court further questioned counsel regarding the deposition of Mr. Campagna.

Further discussion ensued between Court and respective counsel regarding a possible video deposition due to Mr. Campagna's Las Vegas location.

Respective counsel agreed to have deposition of Mr. Campagna in Las Vegas.

Court advised he is actively working on Wendy Jaksick's Motion to Compel to Todd Jaksick.

Court and respective counsel discussed the on-going issue of narrowing discovery to the most "critical documents" that Wendy Jaksick and counsel were seeking.

COURT DIRECTED: Matter set for TELECONFERENCE RE: DISCOVERY ISSUES January 15, 2019 at 4:30 p.m.

CASE NO. PR17-00445

CONS: TRUST: SSJ'S ISSUE TRUST

1/29/2019

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

1/29/2019: TELEPHONIC CONFERENCE (NO PARTIES PRESENT IN COURT)

APPEARANCES:

Donald Lattin, Esq. and Carolyn Renner, Esq. were present on behalf of Todd Jaksick as sole Trustee of the SSJ Issue Trust and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; Michael Kimmel as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; and Kevin Riley, individually as former Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the Wendy A. Jaksick 2012 BBHC Family Trust, who was not present. Kent Robison, Esq. was present on behalf of Todd Jaksick, individually in PR17-00445 and PR17-00446, who was not present. Mark Connot, Esq., Kevin Spencer, Esq. and Zachary Johnson, Esq. were present on behalf of Wendy Jaksick, who was not present. Adam Hosmer-Henner, Esq. was present on behalf of Stanley Jaksick in his individual capacity as Co-Trustee of the Family Trust, who was not present. Philip Kreitlein, Esq. was present on behalf of Stanley Jaksick in his capacity as Co-Trustee of the Family Trust, who was not present.

Court announced the matter, advising that he had reviewed the reports that were filed by the three groups of parties and would like to advise that some of these issues will have to be presented to Judge Hardy but he would try to help as much as possible today.

Court questioned Counsel Connot regarding the Motion to Compel Production of Subtrust Accountings filed on 1/18/19.

Counsel Connot answered that the documents have not been produced and has not been advised of when those documents will be produced.

Counsel Robison replied that he hopes to have documents provided by 1/31/19.

Counsel Connot advised the Court that the income tax returns that were requested had been produced. Counsel Connot further advised he had questions regarding production of documents from Stanley Jaksick.

Counsel Hosmer-Henner responded that all of those documents have been produced.

Court questioned whether there were issues regarding the deposition of Nicholas Palmer. Further discussion ensued between Counsel Robison, Counsel Connot and Counsel Spencer regarding the difficulty and the issues regarding the scheduling of Nicholas Palmer's deposition.

COURT DIRECTED: Proceed with the deposition of Nicholas Palmer.

Counsel Connot further advised the Court there is an issue with the Subtrust Accountings, which was filed in the Motion 1/18/19.

Counsel Lattin addressed the Court to advise that he is filing an Opposition to that Motion. Further argument ensued between Counsel Lattin, Counsel Connot, Counsel Hosmer-Henner and Counsel Johnson regarding the Subtrust accountings.

COURT advised that if the accountings do not exist, he cannot direct that they be produced. Counsel Johnson addressed the Court regarding the deficiency in production of documents from Maupin Cox and LeGoy.

Counsel Lattin responded that they have produced the documents that are responsive and non-privileged, along with a privilege log; he further advised counsel should consult the privilege log.

Further argument ensued between Court and respective counsel regarding the production of documents from Maupin Cox and LeGoy.

Counsel Connot further confirmed with Counsel Lattin that all documents have been produced with the exception of what is reflected in the privilege log.

Counsel Lattin confirmed.

COURT advised that any further questions regarding this matter should be taken to Judge Hardy; the Commissioner cannot direct further production of documents if all documents have been produced.

Court questioned Counsel Connot regarding the Bank of America documents that have been requested.

Counsel Connot responded he is still trying to communicate with Bank of America but the production to date is still incomplete.

Court and respective counsel had further conversation regarding the production of the Samuel Jaksick's signature stamps and a list of original documents that have been requested.

Counsel Robison clarified that there are chain of custody issues and that he will make the original documents available in his office for viewing.

Further discussion was held between respective counsel regarding the original deposition exhibits that need to be prepared for trial.

Counsel Robison replied that the original deposition exhibits will be given to the Court to be used as trial exhibits; clean electronic copies of deposition exhibits will be provided to respective counsel.

Counsel Johnson further questioned Counsel Robison as to whether the deposition of Ms. Chrisman will be rescheduled.

Counsel Robison responded he will notify counsel first thing in the morning (1/30/19) regarding that issue.

CASE NO. PR17-00445 CONS: TRUST: SSJ'S ISSUE TRUST

12/18/2018

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

12/18/2018: TELEPHONIC CONFERENCE (NO PARTIES PRESENT IN COURT)

APPEARANCES:

Donald Lattin, Esq. and Carolyn Renner, Esq. were present on behalf of Todd Jaksick as sole Trustee of the SSJ Issue Trust and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; Michael Kimmel as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; and Kevin Riley, individually as former Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the Wendy A. Jaksick 2012 BBHC Family Trust, who was not present. Kent Robison, Esq. was present on behalf of Todd Jaksick, individually in PR17-00445 and PR17-00446, who was not present. Mark Connot, Esq., Amanda Hunt, Esq., Kevin Spencer, Esq. and Zachary Johnson, Esq. were present on behalf of Wendy Jaksick, who was not present. Adam Hosmer-Henner, Esq. was present on behalf of Stanley Jaksick in his individual capacity as Co-Trustee of the Family Trust, who was not present. Philip Kreitlein, Esq. was present on behalf of Stanley Jaksick in his capacity as Co-Trustee of the Family Trust, who was not present.

Court announced the matter, advising that he had reviewed the reports that were filed by the three groups of parties and advise that it would be more efficient to try to limit some of hundreds of individual categories; a list of "mission critical" requests would be helpful to make the mediation more productive.

Court questioned counsel regarding documents received from Judge Hascheff.

Counsel Connot responded that he believes the complete file for estate planning documents has not been received.

Counsel Robison further responded regarding the issue of Judge Hascheff's documents.

Court questioned Counsel Connot regarding records from Kevin Riley.

Counsel Connot replied that he had concerns regarding the back-up for the accountings.

Don Lattin replied that all of the back-up accountings had been provided by Kevin Riley and been delivered 12/17/18.

Court questioned whether there was an issue regarding document production from Maupin, Cox and Legoy.

Counsel Lattin responded that those documents had been produced.

Further discussion ensued between Court and respective counsel regarding the Motion to Compel regarding Nanette Childers; counsel replied the motion is still being briefed.

Court questioned Counsel Robison regarding a subpoena to Bank of America; Counsel Robison replied that he will not be filing an opposition and would like to see the documents as soon as they are produced.

Court further questioned Counsel Robison regarding the subpoenas to Dr. Cannom, LA Cardiology Associates and Good Samaritan Hospital and whether objections will be filed.

Counsel Robison replied those objections must be filed in California.

Counsel Johnson questioned the Court for a ruling on the relevance of these documents and the need to produce them.

Further discussion ensued between Counsel Robison and Counsel Johnson regarding documents that were signed in California.

Court advised any direction is irrelevant due to the fact the objections are to be filed in California.

Court questioned respective counsel regarding the subpoena for Dr. Ron Smith.

Counsel Johnson replied that those documents have been produced.

Counsel Robison concurred.

Court questioned respective counsel regarding the subpoena out to Jessica Clayton.

Further discussion ensued between respective counsel regarding the two subpoenas that had been served.

Court questioned counsel the existing Motion to Compel to Jessica Clayton.

Counsel Robison replied the matter is fully briefed but advised that Ms. Clayton is a non-party and the document requests that were asked from her are extensive and will take time.

Counsel Connot further responded; further argument ensued.

COURT ADVISED: Recommendation to follow.

Counsel Johnson addressed the Court to question the scheduling of the deposition for Kevin Riley; regarding the actual date and whether the deposition will be for 1 or 2 days.

Further discussion ensued between Court and respective counsel regarding the amount of days that Kevin Riley should be deposed.

COURT RECOMMENDED: Kevin Riley is to be deposed for 2 additional days.

COURT DIRECTED: Matter set for TELECONFERENCE RE: DISCOVERY ISSUES January 8, 2019 at 4:30 p.m.

CASE NO. PR17-00445 **CONS: TRUST: SSJ'S ISSUE TRUST**

12/11/2018

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

12/11/2018: TELEPHONIC CONFERENCE (NO PARTIES PRESENT IN COURT)

APPEARANCES:

Donald Lattin, Esq. and Carolyn Renner, Esq. were present on behalf of Todd Jaksick as sole Trustee of the SSJ Issue Trust and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; Michael Kimmel as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; and Kevin Riley, individually as former Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the Wendy A. Jaksick 2012 BBHC Family Trust, who was not present. Kent Robison, Esq. was present on behalf of Todd Jaksick, individually in PR17-00445 and PR17-00446, who was not present. Mark Connot, Esq., Kevin Spencer, Esq. and Zachary Johnson, Esq. were present on behalf of Wendy Jaksick, who was not present. Adam Hosmer-Henner, Esq. was present on behalf of Stanley Jaksick in his individual capacity as Co-Trustee of the Family Trust, who was not present. Philip Kreitlein, Esq. was present on behalf of Stanley Jaksick in his capacity as Co-Trustee of the Family Trust, who was not present.

Court announced the matter, advising that he had reviewed the reports that were filed by the three groups of parties.

Counsel Robison addressed the Court regarding the Motion to Compel Production filed by Wendy Jaksick and the 523 requests for production of documents that were served in Wendy Jaksick's 1st, 2nd, 3rd and 4th request for production of documents; there is also a dispute regarding the Subpoena duces tecum served on Jessica Clayton.

COURT advised any narrowing of these requests would be appreciated; recommendation to follow.

Counsel Connot addressed the Court to argue that these documents should have already been produced at this point; further discussion ensued regarding the scope of documents that have not been produced; he further notified the Court that these documents were requested in May, 2018.

Counsel Robison replied that they had filed an immediate objection to the May, 2018 request for documents and there was no response from Wendy; there was no request for a meet and confer. Counsel Robison further replied that they had produced for inspection all documents from Judge Hascheff.

Further argument ensued between Counsel Spencer, Counsel Lattin, Counsel Connot and Counsel Robison regarding the production of documents from Judge Hascheff.

COURT advised: Recommendation to follow.

Court questioned respective counsel regarding the Motion to Compel regarding Nanette Childers.

Counsel Robison and Counsel Hosmer-Henner questioned the Court as to whether this should be settled by the Discovery Commissioner or by motion practice.

Court reviewed order issued by Judge Hardy.

Court had questions for respective counsel regarding documents of Dr. Ron Smith that were in the possession of Wendy Jaksick.

Counsel Robison replied that those documents may also be in the possession of Stan Jaksick and those documents have not been produced.

Counsel Hosmer-Henner was unaware of these documents and was going to investigate the matter.

Counsel Johnson replied they are in possession of those documents and will produce them by the end of the week.

Court questioned respective counsel regarding the Kevin Riley deposition that has been set for January 3-4, 2019; according to the report filed by Counsel Robison, Kevin Riley has requested that this deposition be reduced to one day.

Counsel Lattin replied that mediation dates have been set for January 1-2, 2019, which will interrupt the scheduled deposition of Kevin Riley.

Further discussion was held between counsel regarding adding 1/5/19 as the second day for the deposition of Kevin Riley.

Counsel Lattin to research the possibility with Kevin Riley.

Counsel Connot addressed the Court to advise that they have they have received none of the back-up accountings from Kevin Riley, which should have been produced.

Counsel Lattin responded.

Further argument ensued between respective counsel regarding Kevin Riley, the time needed for his deposition and the documents that are necessary for the deposition.

Further discussion ensued between respective counsel regarding narrowing the scope of documents that have been requested to be produced.

COURT advised a meet and confer; if not successful, file a motion for request of production of documents for Kevin Riley.

COURT DIRECTED: Matter set for TELECONFERENCE RE: DISCOVERY ISSUES December 18, 2018 at 4:30 p.m.

CASE NO. PR17-00445

CONS: TRUST: SSJ'S ISSUE TRUST

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

DATE, JUDGE OFFICERS OF COURT PRESENT	APPEARANCES-HEARING	CONTINUED TO
2/4/19 HONORABLE DAVID A. HARDY Dept. No. 15 A. Dick (Clerk) J. Kernan (Reporter)	<p><u>SETTLEMENT CONFERENCE/ORAL ARGUMENTS</u></p> <p>Donald Lattin, Esq. represented Todd Jaksick, in a co-trustee capacity, Michael Kimmel, and Kevin Riley who were present seated in the gallery. Kent Robison represented Todd Jaksick, individually, who was present seated in the gallery. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, individually, who was present seated in the gallery. Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented Wendy Jaksick who was present seated in the gallery.</p> <p>1:01 p.m. – Court convened with counsel and respective parties present.</p> <p>Court organized the seating arrangements within the well of the courtroom, given the recent settlement between Todd and Stanley Jaksick.</p> <p>1:09 p.m. – Brief recess to mark exhibits.</p> <p>2:38 p.m. – Court reconvened with counsel and respective parties present.</p> <p>Court admonished counsel and respective parties; COURT ORDERED: Any counsel causing verbal interruption shall be sanctioned \$100 per occurrence.</p> <p>Court provided comments upon discovery in this case indicating it is interested in specifically missing documents and production before and after December 2018.</p> <p>Counsel Connot addressed the Court argued in support of Wendy Jaksick's emergency motion to extend discovery deadlines and alternatively motion to continue trial pursuant to NRS 16.010.</p> <p>Court inquired counsel Connot.</p> <p>Counsel Connot answered the Court's questioning.</p> <p>Court inquired counsel Robison.</p> <p>Counsel Robison addressed the Court answered its questioning and argued in opposition of said motion.</p> <p>Court further inquired counsel Robison.</p> <p>Counsel Robison answered the Court's questioning and further argued in opposition of said motion.</p> <p>Counsel Lattin addressed the Court argued in opposition of said motion.</p>	<p>Feb. 5, 2019 9:00 a.m. Settlement Conference/ Oral Arguments</p> <p>Feb. 6, 2019 1:00 p.m. Settlement Conference/ Oral Arguments</p> <p>Feb. 7, 2019 9:00 a.m. Jury Trial/ Non-Jury Trial (4 weeks)</p>

Counsel Hosmer-Henner addressed the Court argued in opposition of said motion.

Counsel Connot argued in support of said motion.

Court inquired counsel Connot.

Counsel Connot answered the Court's questioning and further argued in support of said motion thereto.

4:26 p.m. – Brief recess.

4:35 p.m. – Court reconvened with counsel and respective parties present.

Counsel Robison advised documents have been produced in a supplement filing and argued in support that Todd Jaksick has complied with Commissioner Ayres' recommendation.

COURT ORDERED: Tomorrow's (2/5/19) hearing shall commence with "mission critical" issues.

Discussion ensued regarding most important issues to be addressed tomorrow.

COURT FURTHER ORDERED: Wendy Jaksick's emergency motion to extend discovery deadlines and alternatively motion to continue trial pursuant to NRS 16.010 UNDER ADVISEMENT.

Discussion ensued regarding trial length and logistics.

4:51 p.m. – Court stood in recess.

CASE NO. PR17-00445

CONS: TRUST: SSJ'S ISSUE TRUST

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

<p>2/5/19 HONORABLE DAVID A. HARDY Dept. No. 15 A. Dick (Clerk) N. Hansen (Reporter)</p>	<p><u>SETTLEMENT CONFERENCE/ORAL ARGUMENTS</u> Donald Lattin, Esq. represented Todd Jaksick, in a co-trustee capacity, Michael Kimmel, and Kevin Riley who were present seated in the gallery. Kent Robison, Esq. and Therese Shanks, Esq. represented Todd Jaksick, individually, who was present seated in the gallery. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, individually, who was present seated in the gallery. Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented Wendy Jaksick who was present seated in the gallery. 9:00 a.m. – Court convened with counsel and respective parties present. Court summarized the numeric production of discovery and found the pretrial process of this case defective. Court stated its inclinations to include postponing jury trial 7 days and bifurcating the non-jury portion of trial. COURT ORDERED: No later than close of business Monday, February 11, 2019, counsel for Wendy Jaksick shall file a declaration identifying and delineating discovery requests that have not yet been produced and are deemed essential. Additionally, said declaration shall identify any expert response/analysis. COURT ORDERED: Leave is granted for expert witnesses to revisit and include late produced discovery in their report(s), if deemed appropriate. Court expressed inclination to allow expert witnesses to exceed the scope of their reports during cross examination as well as disallow late produced discovery for impeachment purposes. Counsel Robison addressed the Court did not object and requested time to regroup as MILs and pretrial motion work may change due to the discovery production. COURT ORDERED: Response(s) to Wendy Jaksick's discovery declaration shall be filed no later than close of business Tuesday, February 12, 2019. Counsel Connot addressed and advised the Court a response regarding privileged heirs should be filed by close of</p>	<p>Feb. 13, 2019 1:00 p.m. Oral Arguments Feb. 14, 2019 9:00 a.m. Jury Trial (2 weeks)/ Non-Jury Trial (2 weeks)</p>
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tomorrow and requested Commissioner Ayres be available to assist with disagreements. Counsel requested pretrial motion work be postponed.

Court indicated given Commissioner Ayers' availability he shall assist this Friday.

COURT ORDERED: Jury trial VACATED AND RESET to Thursday, February 14, 2019, at 9:00 a.m.

Counsel Lattin addressed the Court concurred pretrial motion work should be postponed.

Counsel Connot advised a response to the motion to compel sub-trust account will be filed by close of business tomorrow.

Counsel Hosmer-Henner addressed the Court requested oral arguments commence on said motion prior to any written Order.

COURT ORDERED: Motion to compel sub-trust account UNDER ADVISEMENT; a written Order will be entered.

COURT ORDERED: If available, Commissioner Ayres shall assist this Friday, February 8, 2019, at 1:30 p.m. [or at a date and time TBD by Commissioner Ayres] regarding disputes arising from privileged heirs.

9:32 a.m. – Court stood in recess.

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COURT PRESENT	APPEARANCES-HEARING	CONTINUED TO
2/5/19 HONORABLE DAVID A. HARDY Dept. No. 15 A. Dick (Clerk) N. Hansen (Reporter)	<u>SETTLEMENT CONFERENCE/ORAL ARGUMENTS</u> Donald Lattin, Esq. represented Todd Jaksick, in a co-trustee capacity, Michael Kimmel, and Kevin Riley who were present seated in the gallery. Kent Robison, Esq. and Therese Shanks, Esq. represented Todd Jaksick, individually, who was present seated in the gallery. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, individually, who was present seated in the gallery. Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented Wendy Jaksick who was present seated in the gallery. 9:00 a.m. – Court convened with counsel and respective parties present. Court summarized the numeric production of discovery and found the pretrial process of this case defective. Court stated its inclinations to include postponing jury trial 7 days and bifurcating the non-jury portion of trial. COURT ORDERED: No later than close of business Monday, February 11, 2019, counsel for Wendy Jaksick shall file a declaration identifying and delineating discovery requests that have not yet been produced and are deemed essential. Additionally, said declaration shall identify any expert response/analysis. COURT ORDERED: Leave is granted for expert witnesses to revisit and include late produced discovery in their report(s), if deemed appropriate. Court expressed inclination to allow expert witnesses to exceed the scope of their reports during cross examination as well as disallow late produced discovery for impeachment purposes. Counsel Robison addressed the Court did not object and requested time to regroup as MILs and pretrial motion work may change due to the discovery production. COURT ORDERED: Response(s) to Wendy Jaksick's discovery declaration shall be filed no later than close of business Tuesday, February 12, 2019. Counsel Connot addressed and advised the Court a response regarding privileged heirs should be filed by close of	Feb. 13, 2019 8:30 a.m. Oral Arguments Feb. 14, 2019 9:00 a.m. Jury Trial (2 weeks)/ Non-Jury Trial (2 weeks)

tomorrow and requested Commissioner Ayres be available to assist with disagreements. Counsel requested pretrial motion work be postponed.

Court indicated given Commissioner Ayers' availability he shall assist this Friday.

COURT ORDERED: Jury trial VACATED AND RESET to Thursday, February 14, 2019, at 9:00 a.m.

Counsel Lattin addressed the Court concurred pretrial motion work should be postponed.

Counsel Connot advised a response to the motion to compel sub-trust account will be filed by close of business tomorrow.

Counsel Hosmer-Henner addressed the Court requested oral arguments commence on said motion prior to any written Order.

COURT ORDERED: Motion to compel sub-trust account UNDER ADVISEMENT; a written Order will be entered.

COURT ORDERED: If available, Commissioner Ayres shall assist this Friday, February 8, 2019, at 1:30 p.m. [or at a date and time TBD by Commissioner Ayres] regarding disputes arising from privileged heirs.

9:32 a.m. – Court stood in recess.

CASE NO. PR17-00445 CONS: TRUST: SSJ'S ISSUE TRUST

2/8/2019

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

2/8/2019: DISCOVERY DISPUTE HEARING – ORAL ARGUMENTS

APPEARANCES:

Donald Lattin, Esq. and Carolyn Renner, Esq. were present on behalf of Todd Jaksick as sole Trustee of the SSJ Issue Trust and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; Michael Kimmel as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, who was not present; Stanley Jaksick as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust and Kevin Riley, individually as former Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the Wendy A. Jaksick 2012 BBHC Family Trust, who was not present. Mark Cannot, Esq. and Zachary Johnson, Esq. were present on behalf of Wendy Jaksick, who was not present. Adam Hosmer-Henner, Esq. was present on behalf of Stanley Jaksick in his individual capacity as Co-Trustee of the Family Trust, who was not present.

Court announced the matter, and is aware that there is an on-going issue with the Maupin, Cox and LeGoy privilege log; also a package was received from Maupin, Cox and LeGoy, a letter had been received from Counsel Connot and a response letter from Counsel Lattin.

Counsel Lattin addressed the Court and advised that Counsel Lattin had sent the Commissioner a complete package that involves this dispute.

Counsel Johnson addressed the Court and advised that clarification had been requested on the privilege log; he believes those issues have been resolved. Counsel Johnson further advised that the issue today is the production of the communications and the work product related to the Trust Administration; the attorney/client privilege should not apply. Counsel further presented arguments in support of having those documents produced.

Counsel Lattin objected and presented argument.

COURT RECOMMENDED: Documents pertaining to Trust Administration are not protected by attorney client privilege or work product doctrine; Trust Administration documents are discoverable.

Counsel Connot requested immediate production of those materials.

Counsel Lattin responded that he will confer with his clients and respond via email whether the materials will be produced.

CASE NO. PR17-00445

CONS: TRUST: SSJ'S ISSUE TRUST

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

<p>2/13/19 HONORABLE DAVID A. HARDY Dept. No. 15 A. Dick (Clerk) C. Wolden (Reporter)</p>	<p><u>ORAL ARGUMENTS</u> Donald Lattin, Esq. represented Todd Jaksick, in a co-trustee capacity, Michael Kimmel, and Kevin Riley who were present seated in the gallery. Kent Robison, Esq. and Therese Shanks, Esq. represented Todd Jaksick, individually, who was present seated in the gallery. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, individually, who was present seated in the gallery. Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented Wendy Jaksick who was present seated in the gallery. 8:31 a.m. – Court convened with counsel and respective parties present. COURT ORDERED: Wendy's supplemental declaration to continue trial DENIED; jury trial will proceed as scheduled tomorrow. Court identified the remaining legal claims: 1. Breach of Fiduciary Duties; 2. Civil Conspiracy Aiding and Abetting; 3. Aiding and Abetting Breach of Fiduciary Duties; and 4. Fraud. Court described parameters for jury selection and voir dire examination as it relates to its pretrial Order. COURT ORDERED: Counsel each, or collectively, shall provide (slip under chambers door) proposed voir dire examination questions/topics no later than 8:00 a.m. on February 14, 2019. Court requested counsel adhere to Rule 1G even though trial statements have been dispensed. Counsel Connot addressed the Court requested opposing counsel share topics for voir dire examination - GRANTED. Counsel Robison addressed the Court indicated he will share topics for voir dire examination with opposing counsel. Court stated its MIL disclaimer, to include, it prefers to avoid rigid boundaries and any inadvertent violation does not automatically result in a mistrial. Court announced its inclinations as follows: COURT ORDERED: Todd's motion to exclude CPA Frank Campagna DENIED WITHOUT PREJUDICE; Frank Campagna prohibited to invade the law and instruct the Jury. Regarding Wendy's Omnibus MIL, Court stated its inclinations as follows:</p>	<p>Feb. 14, 2019 9:00 a.m. Jury Trial (2 weeks) <i>*Counsel and Parties shall arrive at 8:30 a.m.*</i> TBD Non-Jury Trial (2 weeks)</p>
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1. **COURT ORDERED:** Reference to motions in limine is generally granted with exception.
2. **COURT ORDERED:** Referring to Hascheff as Judge shall not be overused; counsel shall refer to Judge Hascheff as “Mr. Hascheff” but there is no restriction to introduce Mr. Hascheff as a judge. Court indicated it does not intend to scrub who Pierre Hascheff is.
3. **COURT ORDERED:** Reference to suicide of Ron Kreske GRANTED.
4. **COURT ORDERED:** Reference to Wendy’s rehab DENIED IN PART/GRANTED IN PART; Court indicated it does not intend to scrub Wendy’s life story but it will disallow testimony/evidence participation indicating her participation in rehab to become a PBA or character assassination. **COURT FURTHER ORDERED:** Evidence/testimony that Wendy was in rehab for compulsive lying is PROHIBITED.
5. **COURT ORDERED:** Accusations that Wendy murdered Sam DENIED.
6. **COURT ORDERED:** Reference to Wendy’s request that Todd submit to DNA testing or belief that Todd is not Sam’s biological child DENIED; Court indicated it does not intend to scrub Todd’s life story but it will disallow testimony/evidence to become character assassination.
7. **COURT ORDERED:** Personal beliefs or opinions of counsel DENIED.
8. **COURT ORDERED:** Derogatory statements about attorneys DEFERRED; reference to counsel from Texas is permitted but character assassination evidence, if any, will be prohibited.
9. **COURT ORDERED:** Reference to number of attorneys DEFERRED.
10. **COURT ORDERED:** Reference to Wendy’s fee agreement GRANTED.
11. **COURT ORDERED:** Introduction of undisclosed evidence or records DEFERRED.
12. **COURT ORDERED:** Testimony of undisclosed lay witnesses DEFERRED WITH INCLINATION TO GRANT.
13. **COURT ORDERED:** Testimony of undisclosed expert witnesses DEFERRED WITH INCLINATION TO GRANT.
14. **COURT ORDERED:** Testimony of unqualified expert witnesses DEFERRED WITH INCLINATION TO GRANT.
15. **COURT ORDERED:** Reference to objections DEFERRED WITH INCLINATION TO DENY.
16. **COURT ORDERED:** Introduction of self-serving evidence DEFERRED WITH INCLINATION TO DENY.

17. **COURT ORDERED:** Use of privileged information DEFERRED.

18. **COURT ORDERED:** Evidence that would contradict stipulated matters DEFERRED.

19. **COURT ORDERED:** Statements of legal conclusions GRANTED.

20. **COURT ORDERED:** Reference to settlement negotiations DEFERRED/UNDER ADVISEMENT.

21. **COURT ORDERED:** Statements of superiority/inferiority of technology, charts, or demonstrative evidence used by any party DEFERRED BUT GENERALLY GRANT.

22. **COURT ORDERED:** Reference to prior rulings in this matter DEFERRED WITH INCLINATION TO GRANT.

Regarding Todd's Omnibus MIL, Court stated its inclinations as follows:

1. **COURT ORDERED:** Excluding testimony and report of Gary Stolbach DENIED; however scope may be limited. Court indicated cross examination may be rich should Gary Stolbach testify to Sam's thoughts.

2. **COURT ORDERED:** Excluding evidence of discovery disputes DEFERRED.

3. **COURT ORDERED:** Excluding Sam's medical record INCLINED TO GRANT; counsel shall seek leave before introducing said evidence.

Counsel Connot addressed the Court argued in opposition of said motion as certain dates regarding medical treatment may be important; counsel Robison did not object.

COURT FURTHER ORDERED: Evidence regarding certain dates pertaining to medical treatment PERMITTED.

5. **COURT ORDERED:** Excluding witnesses not disclosed GENERALLY GRANTED.

6. **COURT ORDERED:** Excluding documents not disclosed GENERALLY GRANTED.

7. **COURT ORDERED:** Excluding use of words "theft" and "thief" DEFERRED WITH INCLINATION TO DENY.

8. **COURT ORDERED:** Excluding expert testimony of R. Bruce Wallace, Jr. UNLIKELY TO STRIKE.

9. **COURT ORDERED:** Excluding expert testimony of Frank Campagna UNLIKELY TO STRIKE.

10. **COURT ORDERED:** Excluding any expert from testifying outside the scope of their expert report INCLINED TO DENY; counsel shall seek leave outside the presence of the Jury.

11. **COURT ORDERED:** Precluding any party from introducing evidence relating solely to equitable claims to jury GRANTED; boundary to be determined during trial.

12. Counsel Robison argued in support of MIL excluding Wendy from evidence related to undisclosed damages. Counsel Connot argued in opposition of said motion.

Sidebar conducted between Court and counsel, off the record.

Counsel Robison further argued in support.

Counsel Connot further argued in opposition.

COURT ORDERED: Excluding Wendy from evidence related to undisclosed damages DEFERRED.

13. Counsel Robison argued in support of MIL excluding evidence of settlements among the parties.

Counsel Lattin addressed the Court concurred with counsel Robison and requested the settlement conference be held as confidential.

Counsel Spencer argued in opposition of said motion.

Court inquired counsel Spencer.

Counsel Spencer answered the Court's questioning and further argued in opposition.

COURT ORDERED: MIL excluding evidence of settlements among the parties UNDER ADVISEMENT; details and process of settlement appear inadmissible; however, the fact of settlement is UNDER ADVISEMENT.

10:03 a.m. – Brief recess.

10:13 a.m. – Court reconvened with counsel and respective parties present.

Counsel Connot advised Todd's omnibus MIL #4 excluding evidence of Sam's alleged lack of capacity or competency is unopposed.

Regarding Stan's Omnibus MIL, Court stated its inclinations as follows:

1. **COURT ORDERED:** Reference to "trustees" GRANTED; counsel shall each be careful and deliberate to delineate among trustees.

2. Counsel Hosmer-Henner argued in support of MIL reference to filings, allegation, and substantive matters related to Stan's divorce.

Counsel Connot advised he does not intend to present allegations leading to Stan's divorce.

COURT ORDERED: Divorce as a fact itself is relevant as to how it effects the estate; presentation of any evidence beyond that aforementioned scope is RESERVED.

3. **COURT ORDERED:** Evidence related to Stan's corporate entities (Lakeridge, Toiyobe, etc) INCLINED TO DENY. Counsel Johnson addressed the Court argued in support Wendy's Motion in Limine to Preclude Reference to Prior Bad Acts as it relates to criminal activity.

Court inquired counsel Johnson.

Counsel Johnson answered the Court's questioning and further argued in support of said motion.

Counsel Robison argued in opposition of said motion.

Counsel Johnson further argued in support of said motion.

COURT ORDERED: Exhibits 27B, 27H, 27I, and 27P shall be inadmissible unless counsel seek leave and is otherwise ordered by this Court.

COURT FURTHER ORDERED: There is no restriction on questioning relating Wendy's criminal activity; however, the documents themselves, previously identified, are restricted until further order.

Counsel Lattin argued in opposition of Wendy's Motion in Limine to Preclude Reference to Prior Bad Acts as it relates to debt.

Court indicated it is the letter itself that is at issue.

Counsel Johnson argued in support of said motion.

COURT ORDERED: Exhibit 27C, Exhibit 27D, and Exhibit 27A shall be inadmissible unless counsel seek leave and is otherwise ordered by this Court.

COURT ORDERED: Upon execution of proper procedure and if presented during trial Exhibit 27E is admissible.

COURT ORDERED: Exhibit 27F, Exhibit 27G, Exhibit 27L, and Exhibit 27M are each NOT ADMITTED PRETRIAL.

Counsel Robison advised Todd filed a notice of clarification regarding exhibits and stated objections which may resolve Todd's objections to Wendy's pretrial disclosures.

Counsel Connot concurred with counsel Robison's representation and advised he will provide a list of Wendy's stipulated exhibits to opposing counsel.

COURT ORDERED: Pretrial disclosure objections DEFERRED.

COURT FURTHER ORDERED: Any reference to disputed evidence/exhibits shall be PROHIBITED DURING OPENING STATEMENTS.

Counsel Connot requested reprieve Thursday, February 21, 2019, around 10:00 a.m. as he is needed elsewhere – **GRANTED.**

Counsel Robison request opposing counsel provide witness sequencing 24 hours in advance of an individual testifying.

Counsel Connot did not object to counsel Robison's request so long as it is reciprocal.

COURT ORDERED: Stipulation to disclose witness sequencing 24 hours in advance GRANTED.

Counsel Lattin indicated Kevin Riley and Michael Kimmel may be absent during portions of the trial.

Court stated it does not have an opinion regarding parties' absence during trial.

Discussion ensued regarding length of trial.

11:03 a.m. – Lunch recess.

2:02 p.m. – Court reconvened with counsel and respective parties present.

Counsel Robison argued in support Todd and Kimmel's Motion in Limine to Exclude Expert Witnesses or, in the Alternative, Strike Expert Witness R. Bruce Wallace, Jr.

Counsel Spencer argued in opposition of said motion.

COURT ORDERED: Todd and Kimmel's Motion in Limine to Exclude Expert Witnesses or, in the Alternative, Strike Expert Witness R. Bruce Wallace, Jr. UNDER ADVISEMENT.

Counsel Connot argued in support of Wendy's Motion to Exclude Non-Retained Experts from Testifying as Experts identifying the importance of Robert Legoy and Brian McQuaid.

Counsel Robison argued in opposition of said motion and indicated Robert Legoy will testify the end of February 2019 thus allowing time for opposing counsel to obtain the information they are requesting.

Counsel Lattin advised there was a good faith objection lodged against Robert Legoy's subpoena which was not addressed until December 2018.

Counsel Connot presented a civil compromise, in that, he will provide opposing counsel specific page numbers containing Robert Legoy's difficult to read text/handwritten notes.

Counsel Lattin indicated he will make Robert Legoy available telephonically to answer/provide clarification opposing counsel's questions.

COURT ORDERED: Civil compromise regarding Robert Legoy's handwritten notes GRANTED.

COURT FURTHER ORDERED: Wendy's Motion to Exclude Non-Retained Experts from Testifying as Experts DENIED.

Regarding settlement; **COURT ORDERED:** Settlement negotiations, including statements, procedural steps, process, etc., between Todd and Stan shall be EXCLUDED. Further, the fact of settlement shall be PERMITTED.

Court indicated it is open to avoiding the use of the word "settlement" and possibly replacing it with "resolving differences."

Court further indicated it is not willing to go as far as Wendy requests in regards to settlement discussions but evidentiary/testimony boundaries will need to be defined; therefore, **COURT ORDERED:** Counsel shall seek leave outside the presence of the Jury to present evidence/questioning regarding details of Todd and Stan's settlement agreement, if deemed appropriate.

Counsel Spencer inquired for clarification if general questions such as the harm/benefit of said agreement as it relates to Wendy.

Counsel Robison advised said agreement may be both beneficial and harmful to Wendy, in that, settlement was conducted in her absence.

Counsel Connot argued that said settlement is self-dealing and harmful to Wendy. Counsel indicated this Court should review the agreement.

Counsel Robison conceded there is an incentive to defeat Wendy at trial.

Court stated it is not willing to open the actual agreement; however, some questioning about why Todd and Stan resolved their difference(s) and some questioning about the benefits/harms of said settlement may be appropriate and may be permitted at trial. However, Court reserved ruling further until the presentation of evidence.

COURT ORDERED: Counsel and parties shall arrive at 8:30 a.m. on Thursday, February 14, 2019.

COURT FURTHER ORDERED: Matter continued for trial by Jury. 2:40 p.m. – Court stood in recess.

CASE NO. PR17-00445

CONS: TRUST: SSJ'S ISSUE TRUST

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

2/14/19

JURY TRIAL – DAY 1

HONORABLE
DAVID A. HARDY
Dept. No. 15
A. Dick
(Clerk)
D. Cecere
(Reporter)

Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq. and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD., and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq. represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their respective trustee capacity, each were present seated in the gallery. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective trustee capacity, who was present seated in the gallery.

Prior to the commencement of court, Jury Trial Exhibits were marked for identification.

8:31 a.m. – Court convened with counsel and respective parties present.

Discussion ensued regarding trial logistics.

COURT ORDERED: Wendy shall be referred to as Petitioner; Todd shall be referred to Respondent during trial.

Counsel Robison addressed the Court inquired if the verdict form caption should be changes; Court affirmed yes.

8:45 a.m. – Brief recess.

9:01 a.m. – Court reconvened with counsel and respective parties present.

9:01 a.m. – At the direction of the Court, court clerk summoned, via email, prospective jurors to Department 15.

Court greeted prospective jurors.

At the direction of the Court, court clerk called roll; 72 names present.

All prospective jurors were sworn to answer questions touching upon their qualifications to serve as jurors in this case.

Court conducted general and specific voir dire examination of all prospective jurors.

Court introduced itself, counsel, and respective parties to prospective jurors.

At the direction of Court, Court Clerk drew and called 20 names consisting of 8 jurors and 2 alternates to be seated in the box.

Court conducted general and specific examination of the prospective jurors seated in the box.

Counsel Lattin introduced his clients to the prospective jurors.

Sidebar conducted between Court and counsel, off the record.

COURT ORDERED: Prospective jurors JEFFREY ROWAN, RONALD PIETTE, PAMELA NETUSCHIL, STANLEY BROWN, DANA MINASSIAN all thanked excused to serve to serve on another Jury.

COURT ORDERED: Prospective juror GERALD EVANS thanked and excused to serve on another jury to be replaced by GWEN SEDLER; prospective juror KAREN HOKE VAN LUVENDER thanked and excused to serve on another jury to be replaced by

JODY PRICE; prospective juror KLARISSE DE VEGA thanked and excused to serve on another jury to be replaced by AMANDA PATTERSON; and prospective juror DIANNE HILLIARD thanked and excused to serve on another jury to be replaced by KRISTIN MURRAY.

Court further conducted general and specific examination of the prospective jurors seated in the box.

At the direction of the Court, counsel Hosmer-Henner read the witness list aloud to prospective jurors.

At the direction of the Court, counsel each identified their law firms to prospective jurors. Court further conducted general and specific examination of the prospective jurors seated in the box.

10:43 a.m. – Prospective jurors admonished and excused; brief recess.

11:08 a.m. – Court reconvened with counsel, respective parties, and prospective jurors present.

Court generally described the nature of this case to prospective jurors.

Court further conducted general and specific examination of prospective jurors seated in the box.

Sidebar conducted between Court and counsel, off the record.

12:26 p.m. – Lunch recess.

COURT ORDERED: Prospective juror HEATHER RUIZ excused for medical reasons. *Todd's Exhibit 328 marked for identification.*

2:02 p.m. – Court reconvened with counsel and respective parties present.

2:03 p.m. – *Jury Question #1 During Trial Received.*

Sidebar conducted between Court and counsel, off the record.

Whereupon, said question was electronically filed to the case docket.

2:05 p.m. – Prospective jurors escorted into the courtroom.

Counsel Spencer, on behalf of Petitioner Wendy Jaksick, conducted specific and general voir dire examination of prospective jurors seated in the box.

Counsel Robison, on behalf of Respondent Todd Jaksick, conducted specific and general voir dire examination of prospective jurors seated in the box.

Counsel Robison passed the panel for cause.

3:16 p.m. – Prospective jurors admonished and excused; brief recess.

3:37 p.m. – Court reconvened with counsel and respective parties present.

Outside the presence of prospective jurors, counsel Robison requested this Court issue a social media admonished to prospective jurors – **GRANTED.**

Based upon counsel Robison's voir dire examination, counsel Spencer requested permission to conduct follow-up voir dire examination – **DENIED.**

Counsel Spencer moved to remove prospective jurors JESEL HYMAN, LARRY CALHOUN, and GRETCHEN HEGLAR for cause.

Counsel Robison objected to Petitioner's said motions.

Counsel Hosmer-Henner objected to Petitioner's said motions.

Court expressed concern for prospective juror LARRY CALHOUN remaining on the panel.

Counsel Lattin concurred with Petitioner's motion to remove GRETCHEN HEGLAR for cause but objected to removing LARRY CALHOUN for cause.

COURT ORDERED: Petitioner's motion to remove prospective jurors JESEL HYMAN and GRETCHEN HEGLAR for cause DENIED.

Outside the presence of other prospective jurors, LARRY CALHOUN escorted into the courtroom; Court conducted specific voir dire examination; counsel Lattin and counsel Hosmer-Henner each waived examination; counsel Spencer conducted specific voir dire examination; Court further conducted specific voir dire examination; counsel Robison passed for cause. Prospective juror LARRY CALHOUN escorted from the courtroom. Outside the presence of all prospective jurors, **COURT ORDERED:** Petitioner's motion to remove prospective juror LARRY CALHOUN for cause GRANTED; prospective juror LARRY CALHOUN thanked and excused to serve on another Jury to be replaced by JAMES ANDERSON.

Outside the presence of other prospective jurors, JAMES ANDERSON escorted into the courtroom; counsel Lattin conducted specific voir dire examination; counsel Hosmer-Henner conducted specific voir dire examination; counsel Spencer conducted specific voir dire examination; counsel Robison waived examination. Prospective juror JAMES ANDERSON escorted from the courtroom.

Outside the presence of all prospective jurors, counsel Spencer moved to remove prospective juror JAMES ANDERSON for cause; counsel Lattin objected; counsel Hosmer-Henner and counsel Robison each declined to comment.

COURT ORDERED: Petitioner's motion to remove prospective juror JAMES ANDERSON for cause DENIED.

4:08 p.m. – Prospective jurors escorted into the courtroom.

Counsel Lattin, on behalf of Respondent trustees Michael Kimmel and Kevin Riley, conducted general and specific voir dire examination of prospective jurors seated in the box.

Counsel Lattin passed the panel for cause.

Counsel Hosmer-Henner, on behalf of Respondent Stan Jaksick, passed the panel for cause.

Court thanked and excused unreached prospective jurors.

4:19 p.m. – Prospective jurors admonished and excused; brief recess.

4:34 p.m. – Court reconvened with counsel and respective parties present.

Outside the presence of prospective jurors, peremptory challenges were exercised: each side exercised 4 plus 1 alternate; the following panel selected and stipulated to:

1. DARLA WARD
2. GWEN SEDLER
3. DANIEL SILVA
4. MARY RODRIGUEZ
5. JODY PRICE
6. ALEXANDRIA MARTINEZ
7. AMANDA PATTERSON
8. TITUS COTTON
9. MICHELLE HOLLIS
10. DALTON BRIDGES

4:41 p.m. – Prospective jurors escorted into the courtroom.

Court announced and seated the selected Jury panel

Sidebar conducted between Court and prospective juror GRETCHEN HEGLAR, off the record.

4:45 p.m. – Jury sworn.

4:45 p.m. – Jury admonished and excused to return February 15, 2019, at 9:00 a.m.

Outside the presence of the Jury, **COURT ORDERED:** Counsel and respective parties shall appear at 8:30 on February 15, 2019.

4:49 p.m. – Court stood in recess.

After session: Wendy's Exhibit 221 and Exhibit 458 through Exhibit 537 marked for identification.

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

2/15/19

HONORABLE

DAVID A. HARDY

Dept. No. 15

A. Dick

(Clerk)

D. Cecere

(Reporter)

JURY TRIAL – DAY 2

Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq. and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD., and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq. represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their respective trustee capacity, each were present seated in the gallery. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective trustee capacity, who was present seated in the gallery.

8:29 a.m. – Court convened with counsel and respective parties present.

Outside the presence of the Jury, counsel Spencer addressed the Court expressed concern regarding the perception to the Jury of 3:1 attorneys within the well of the courtroom; however, he did not notice any cumulative violation during voir dire examination yesterday.

Counsel Robison addressed and advised the Court Petitioner named 11 different parties; therefore, only 3 opposing attorneys can be considered a bargain.

Counsel Lattin addressed and advised the Court he only intends to speak as it relates to trustee capacity, not individuals.

Counsel Hosmer-Henner addressed and advised his role at trial is to protect Stan Jaksick's interests.

Court declined to orally pronounce at this time but reserved ruling. Court invited counsel Spencer to revisit at the time of cumulative violation, if any, occurs.

8:38 a.m. – Brief recess.

9:02 a.m. – Court reconvened with counsel, respective parties, and Jury present.

Court provided preliminary instructions and admonishments to the Jury.

Counsel Spencer, on behalf of Petitioner Wendy Jaksick, addressed the Jury presented an opening statement.

10:07 a.m. – Jury admonished and excused; brief recess.

10:21 a.m. – Court reconvened with counsel, respective parties, and Jury present.

Counsel Lattin, on behalf of Respondent trustees Michael Kimmel and Kevin Riley, addressed the Jury presented an opening statement.

Counsel Hosmer-Henner, on behalf of Respondent Stan Jaksick, addressed the Jury presented an opening statement.

Counsel Robison, on behalf of Respondent Todd Jaksick, addressed the Jury presented an opening statement.

11:30 a.m. – Brief recess.

11:48 a.m. – Court reconvened with counsel, respective parties, and Jury present.

Counsel Robison, on behalf of Respondent Todd Jaksick, opening statement continued.

12:26 p.m. – Jury admonished and excused to return February 19, 2019, at 9:00 a.m.

Outside the presence of the Jury, **COURT ORDERED:** Counsel shall provide the court clerk a list of stipulated exhibits no later than noon on Tuesday, February 19, 2019.
12:40 p.m. – Court stood in recess.

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

2/19/19 JURY TRIAL – DAY 3

HONORABLE Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented
DAVID A. HARDY Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq.
Dept. No. 15 and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who
A. Dick was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD.,
(Clerk) and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq.
T. Amundson represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their
(Reporter) respective trustee capacity, each were present seated in the gallery. Adam Hosmer-
Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective
trustee capacity, who was present seated in the gallery.
*Prior to the commencement of Court, Wendy's Exhibit 457 and Exhibit 539 through
Exhibit 544 were marked for identification.*
8:57 a.m. – Court convened with counsel, respective parties present, and Jury present.
TODD JAKSICK, sworn, testified under direct examination conducted by counsel
Spencer.
Wendy's Exhibit 543 offered, stipulated; ADMITTED.
Todd's Exhibit 9 offered, stipulated; ADMITTED.
Todd's Exhibit 13 offered, no objection; ADMITTED.
Todd's Exhibit 154 offered, no objection; ADMITTED.
Todd's Exhibit 155 offered, no objection; ADMITTED.
Todd's Exhibit 10 offered, stipulated; ADMITTED.
10:29 a.m. – Jury admonished and excused; brief recess.
10:48 a.m. – Court reconvened with counsel and respective parties present.
Outside the presence of the Jury, discussion ensued regarding deposition procedure.
COURT ORDERED: Pursuant to the rule depositions shall be formally opened and
published before projected upon the television screen to the Jury.
10:49 a.m. – Jury escorted into the courtroom.
TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify
under direct examination conducted by counsel Spencer.
Wendy's Exhibit 537 offered, no objection; ADMITTED.
Todd's Exhibit 23.17 offered, no objection; ADMITTED.
Todd's Exhibit 23.5 offered, no objection; ADMITTED.
Todd's Exhibit 23.8 offered, no objection; ADMITTED.
Todd's Exhibit 96 offered, no objection; ADMITTED.
Todd's Exhibit 23.18 offered, stipulated; ADMITTED.
Counsel Robison addressed the Court stipulated to the 23.1 Exhibit Series.
Todd's Exhibit 23.20 offered, no objection; ADMITTED.
12:00 p.m. – Jury admonished and excused; lunch recess.
1:28 p.m. – Court reconvened with counsel, respective parties, and Jury present.
TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify
under direct examination conducted by counsel Spencer.
Todd's Exhibit 23.21 offered, stipulated; ADMITTED.

Todd's Exhibit 51 offered, no objection; ADMITTED.
Todd's Exhibit 23.15 offered, stipulated; ADMITTED.
Todd's Exhibit 23.7 offered, stipulated; ADMITTED.
Todd's Exhibit 23.9 offered, stipulated; ADMITTED.
Todd's Exhibit 23.16 offered, stipulated; ADMITTED.
Todd's Exhibit 23.4 offered, no objection; ADMITTED.
Wendy's Exhibit 465 offered, no objection; ADMITTED.
Wendy's Exhibit 542 offered, no objection; ADMITTED.
Wendy's Exhibit 544 offered, no objection; ADMITTED.
Todd's Exhibit 23.6 offered, stipulated; ADMITTED.
Wendy's Exhibit 417 offered, no objection; ADMITTED.
Todd's Exhibit 14 offered, stipulated; ADMITTED.
3:00 p.m. – Jury admonished and excused; brief recess.
3:16 p.m. – Court reconvened with counsel, respective parties, and Jury present.
TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under direct examination conducted by counsel Spencer.
Wendy's Exhibit 471 offered, stipulated; ADMITTED.
Wendy's Exhibit 475 offered, no objection; ADMITTED.
Todd's Exhibit 89 offered, no objection; ADMITTED.
Wendy's Exhibit 476 offered, no objection; ADMITTED.
Wendy's Exhibit 474 offered, no objection; ADMITTED.
Todd's Exhibit 23 offered, no objection; ADMITTED.
4:25 p.m. – Jury admonished and excused to return February 20, 2019, at 9:00 a.m.
4:25 p.m. – Court stood in recess.

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

2/20/19 JURY TRIAL – DAY 4

HONORABLE Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented
DAVID A. HARDY Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq.
Dept. No. 15 and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who
A. Dick was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD.,
(Clerk) and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq.
C. Eisenberg represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their
(Reporter) respective trustee capacity, each were present seated in the gallery. Adam Hosmer-
Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective
trustee capacity, who was present seated in the gallery.

8:38 a.m. – Jury Question #2 During Trial Received; Court notified and copies provided to counsel.

Prior to the commencement of Court, Wendy's Exhibit 545 and Exhibit 546; Todd's Exhibit 332 and Exhibit 333 marked for identification.

8:59 a.m. – Court convened with counsel and respective parties present.

Outside the presence of the Jury, an oral response to Jury Question #2 During Trial was discussed.

9:04 a.m. – Jury escorted into the courtroom.

Court orally answered Jury Question #2.

Whereupon, said question was electronically filed to the case docket.

TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under direct examination conducted by counsel Spencer.

Sidebar conducted between Court and counsel, off the record.

COURT ORDERED: Wendy's Exhibit 546 INADMISSIBLE.

Wendy's Exhibit 440 offered, no objection; ADMITTED.

Wendy's Exhibit 441 offered, no objection; ADMITTED.

Todd's Exhibit 61 offered, no objection; ADMITTED.

Todd's Exhibit 64 offered, no objection; ADMITTED.

10:31 a.m. – Jury admonished and excused; brief recess.

10:52 a.m. – Court reconvened with counsel and respective parties present.

Wendy's Exhibit 547 marked for identification.

Outside the presence of the Jury, Jury Question #1 During Trial discussed and list of stipulated exhibits discussed.

Court directed counsel to note an exhibit as stipulated upon offering it into evidence.

Jury escorted into the courtroom.

TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under direct examination conducted by counsel Spencer.

Todd's Exhibit 23.37 offered, stipulated; ADMITTED.

Wendy's Exhibit 444 offered, no objection; ADMITTED.

Todd's Exhibit 67 offered, stipulated; ADMITTED.

Wendy's Exhibit 454 offered, no objection; ADMITTED.

Wendy's Exhibit 547 offered, no objection; ADMITTED.

Todd's Exhibit 258 offered, stipulated; ADMITTED.

Todd's Exhibit 23.12 offered, stipulated; ADMITTED.

Todd's Exhibit 23.13 offered, stipulated; ADMITTED.

Wendy's Exhibit 545 offered, stipulated; ADMITTED.

Todd's Exhibit 11 offered, stipulated; ADMITTED.

Todd's Exhibit 114 offered, stipulated; ADMITTED.

Todd's Exhibit 11A offered, stipulated; ADMITTED.

11:53 a.m. – Jury admonished and excused; lunch recess.

1:31 p.m. – Court reconvened with counsel, respective parties, and Jury present.

Wendy's Exhibit 419 offered, stipulated; ADMITTED.

TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under direct examination conducted by counsel Spencer.

Todd's Exhibit 12 offered, stipulated; ADMITTED.

Todd's Exhibit 11B offered, stipulated; ADMITTED.

Todd's Exhibit 173 offered, stipulated; ADMITTED.

Todd's Exhibit 16 offered, stipulated; ADMITTED.

Todd's Exhibit 75 offered, stipulated; ADMITTED.

Wendy's Exhibit 449 offered, stipulated; ADMITTED.

Todd's Exhibit 298 offered, stipulated; ADMITTED.

2:40 p.m. – Jury admonished and excused; brief recess.

Outside the presence of the Jury, Exhibit 298 discussed; counsel Robison addressed the Court indicated he will provide Todd's entire creditor claim, if it has not yet been provided to complete said Exhibit.

2:43 p.m. – Brief recess.

3:01 p.m. – Court reconvened with counsel, respective parties, and Jury present.

TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under direct examination conducted by counsel Spencer.

Todd's Exhibit 72 offered, stipulated; ADMITTED.

Todd's Exhibit 73 offered, stipulated; ADMITTED.

Todd's Exhibit 74 offered, stipulated; ADMITTED.

Todd's Exhibit 126 offered, stipulated; ADMITTED.

Sidebar conference conducted between Court and counsel, off the record.

3:24 p.m. – Jury admonished and excused; brief recess.

Outside the presence of the Jury, content of sidebar conference stated on the record, in that, parameters of this Court's MIL ruling regarding settlement between Todd and Stan discussed.

Court proposed, based upon counsel Spencer's examination, Todd may disclose that an agreement was reached between Stan and himself.

Counsel Robison did not object to this Court's said proposal.

Counsel Hosmer-Henner addressed and advised the Court the settlement agreement between Todd and Stan is complicated and it is unknown if there is a financial incentive for Stan, if Todd prevails at trial.

COURT ORDERED: Counsel Spencer permitted to examine Todd regarding settling with Stan, but counsel are prohibited from questioning that would open the terms and conditions of said agreement.

3:38 p.m. – Jury escorted into the courtroom.

TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under direct examination conducted by counsel Spencer.

Wendy's Exhibit 429 offered, stipulated; ADMITTED.

Wendy's Exhibit 411 offered, stipulated; ADMITTED.

Wendy's Exhibit 412 offered, stipulated; ADMITTED.

Todd's Exhibit 38 offered, stipulated; ADMITTED.

Todd's Exhibit 243 offered, stipulated; ADMITTED.

Todd's Exhibit 207 offered, stipulated; ADMITTED.

Wendy's Exhibit 447 offered, stipulated; ADMITTED.

4:15 p.m. – Jury admonished and excused to return February 21, 2019, at 9:45 a.m.

4:15 p.m. – Court stood in recess.

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

2/21/19 JURY TRIAL – DAY 5

HONORABLE Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented
 DAVID A. HARDY Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq.
 Dept. No. 15 and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who
 A. Dick was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD.,
 (Clerk) and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq.
 E. Ferretto represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their
 (Reporter) respective trustee capacity, each were present seated in the gallery. Adam Hosmer-
 Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective
 trustee capacity, who was present seated in the gallery.

9:56 a.m. – Court convened with counsel and respective parties present.
 Outside the presence of the Jury, Court generally admonished counsel regarding the
 pace of the presentation of evidence and indicated this case shall be submitted to the
 Jury for decision next Thursday.
 Counsel Robison addressed the Court indicated Pierre Hascheff is subpoenaed to
 testify tomorrow.
 Counsel Spencer addressed the Court did not object to calling Pierre Hascheff to testify
 out-of-order.
 Court directed counsel to work among themselves to figure out witness sequencing.

10:03 a.m. – Jury escorted into the courtroom.
 TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify
 under direct examination conducted by counsel Spencer.
Wendy's Exhibit 548 marked for identification, offered, no objection; ADMITTED.
Wendy's Exhibit 549 marked for identification, offered, no objection; ADMITTED.
 Counsel Robison stipulated to the chain-of-custody of the box containing all original
 signatures to include aforementioned marked exhibits.
Todd's Exhibit 32 offered, stipulated; ADMITTED.
Todd's Exhibit 90 offered, stipulated; ADMITTED.
Todd's Exhibit 230 offered, stipulated; ADMITTED.
Todd's Exhibit 231 offered, stipulated; ADMITTED.
Wendy's Exhibit 470 offered, no objection; ADMITTED.
Todd's Exhibit 202 offered, stipulated; ADMITTED.

11:01 a.m. – Jury admonished and excused; brief recess.
 11:15 a.m. – Court reconvened with counsel, respective parties, and Jury present.
 TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify
 under direct examination conducted by counsel Spencer.
Todd's Exhibit 164 offered, stipulated; ADMITTED.
Todd's Exhibit 15 offered, stipulated; ADMITTED.
Todd's Exhibit 76 offered, stipulated; ADMITTED.
Wendy's Exhibit 505 offered, stipulated; ADMITTED.

12:14 p.m. – Jury admonished and excused; lunch recess.

1:31 p.m. – Court reconvened with counsel, respective parties, and Jury present. TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under direct examination conducted by counsel Spencer.

Todd's Exhibit 203 offered, stipulated; ADMITTED.

Wendy's Exhibit 513 offered, no objection; ADMITTED.

Wendy's Exhibit 540 offered, stipulated; ADMITTED.

Todd's Exhibit 213 offered, stipulated; ADMITTED.

Todd's Exhibit 214 offered, stipulated; ADMITTED.

Wendy's Exhibit 541 offered, stipulated; ADMITTED.

Todd's Exhibit 168 offered, stipulated; ADMITTED.

Todd's Exhibit 169 offered, stipulated; ADMITTED.

Todd's Exhibit 17 offered, stipulated; ADMITTED.

Todd's Exhibit 18 offered, stipulated; ADMITTED.

Todd's Exhibit 19 offered, stipulated; ADMITTED.

Todd's Exhibit 20 offered, stipulated; ADMITTED.

Todd's Exhibit 21 offered, stipulated; ADMITTED.

Todd's Exhibit 22 offered, stipulated; ADMITTED.

Wendy's Exhibit 420 offered, stipulated; ADMITTED.

Wendy's Exhibit 437 offered, stipulated; ADMITTED.

Todd's Exhibit 205 offered, stipulated; ADMITTED.

Todd's Exhibit 44 offered, stipulated; ADMITTED.

Todd's Exhibit 111 offered, stipulated; ADMITTED.

Todd's Exhibit 119 offered, stipulated; ADMITTED.

Todd's Exhibit 120 offered, stipulated; ADMITTED.

Todd's Exhibit 121 offered, stipulated; ADMITTED.

Todd's Exhibit 123 offered, stipulated; ADMITTED.

Todd's Exhibit 124 offered, stipulated; ADMITTED.

Todd's Exhibit 125 offered, stipulated; ADMITTED.

Todd's Exhibit 23.19 offered, stipulated; ADMITTED.

3:00 p.m. – Jury admonished and excused; brief recess.

3:17 p.m. – Court reconvened with counsel and respective parties present.

Outside the presence of the Jury, counsel Robison advised Wendy violated this Court's pretrial motion in limine ruling regarding excluding any reference to her killing Sam.

Counsel further advised said reference was contained in Exhibit 111 which was published to the Jury.

Counsel Spencer advised he will not display Exhibit 111 to the Jury again.

Court indicated the reference was not a topic of the colloquy and it appears to be an inadvertent violation of its previous ruling.

Counsel Robison advised Todd's emotional reaction before the Jury was due to the publication of Exhibit 111. Counsel indicated he would like an opportunity to examine Todd today while his emotional reaction is fresh in the Jury's mind.

Counsel Spencer advised he prefers to argue the issue and further confirmed he will not display Exhibit 111 again.

3:22 p.m. – Jury escorted into the courtroom.

3:22 p.m. – *Jury Question #3 During Trial Received; provided to the Court.*

TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under direct examination conducted by counsel Spencer.

Todd's Exhibit 159 offered, stipulated; ADMITTED.

Todd's Exhibit 166 offered, stipulated; ADMITTED.

Todd's Exhibit 167 offered, stipulated; ADMITTED.

Todd's Exhibit 223 offered, stipulated; ADMITTED.

Todd's Exhibit 224 offered, stipulated; ADMITTED.

Todd's Exhibit 225 offered, stipulated; ADMITTED.

Todd's Exhibit 226 offered, stipulated; ADMITTED.

Todd's Exhibit 227 offered, stipulated; ADMITTED.

Todd's Exhibit 228 offered, stipulated; ADMITTED.

Todd's Exhibit 229 offered, stipulated; ADMITTED.

Todd's Exhibit 151 offered, stipulated; ADMITTED.

Todd's Exhibit 81 offered, stipulated; ADMITTED.

Todd's Exhibit 239 offered, stipulated; ADMITTED.

Todd's Exhibit 3 offered; objection stated.

Todd's Exhibit 4 offered; objection stated.

3:55 p.m. – Jury admonished and excused; brief recess.

Outside the presence of the Jury, counsel Robison argued in support of the inadmissibility of Todd's Exhibit 3 and Exhibit 4 as they relate to jury trial.

Counsel Spencer argued in support of the admissibility of said exhibits.

Regarding Todd's Exhibit 111, Court found the reference/violation of its previous motion in limine ruling as inadvertent and counsel Robison is permitted to inquire Todd Jaksick about his emotional reaction.

Court read aloud Jury Question #3 During Trial to counsel.

Discussion ensued regarding trial scheduling.

Whereupon, said question was electronically filed to this case docket.

COURT ORDERED: Todd's Exhibit 3 and Exhibit 4 INADMISSIBLE during jury trial.

4:16 p.m. – Jury escorted into the courtroom.

TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under direct examination conducted by counsel Spencer; cross examination conducted by counsel Robison.

4:25 p.m. – *Deposition opened and published; Todd Jaksick October 31, 2018, vol. 6.*

Whereupon, said deposition was barcoded and imaged to the case docket.

Counsel Robison stipulated that said deposition is the original.

4:37 p.m. – Jury admonished and excused to return February 22, 2019, at 8:30 a.m.

Outside the presence of the Jury,

Todd's Exhibit 95 offered, no objection; ADMITTED.

Todd's Exhibit 129 offered, no objection; ADMITTED.

Todd's Exhibit 130 offered, no objection; ADMITTED.

Todd's Exhibit 131 offered, no objection; ADMITTED.

Todd's Exhibit 132 offered, no objection; ADMITTED.

4:40 p.m. – Court stood in recess.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

2/22/19 JURY TRIAL – DAY 6

HONORABLE Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented
DAVID A. HARDY Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq.
Dept. No. 15 and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who
A. Dick was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD.,
(Clerk) and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq.
C. Wolden represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their
(Reporter) respective trustee capacity, each were present seated in the gallery. Adam Hosmer-
Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective
trustee capacity, who was present seated in the gallery.

8:30 a.m. – Court convened with counsel, respective parties, and Jury present.
TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify
under cross examination conducted by counsel Robison.
Todd's Exhibit 318FF offered, no objection; ADMITTED.
Todd's Exhibit 318GG offered, no objection; ADMITTED.
Wendy's Exhibit 495 offered, stipulated; ADMITTED.
Todd's Exhibit 316 offered for demonstrative purposes only, no objection; ADMITTED
FOR DEMONSTRATIVE PURPOSE ONLY.
Todd's Exhibit 327 offered for demonstrative purposes only, no objection; ADMITTED
FOR DEMONSTRATIVE PURPOSE ONLY.
Called out of order, PIERRE HASCHEFF, sworn, testified under direct examination
conducted by counsel Robison.

10:01 a.m. – Jury admonished and excused; brief recess.

10:15 a.m. – Court reconvened with counsel, respective parties, and Jury present.
PIERRE HASCHEFF, heretofore sworn, resumed the witness stand continued to testify
under direct examination conducted by counsel Robison; direct examination conducted
by counsel Lattin; counsel Kreitlein waived examination; cross examination conducted
by counsel Spencer.

11:29 a.m. – Jury admonished and excused; lunch recess.

11:58 a.m. – Court reconvened with counsel, respective parties, and Jury present.
PIERRE HASCHEFF, heretofore sworn, resumed the witness stand continued to testify
under cross examination conducted by counsel Spencer.

12:15 p.m. – *Deposition opened and published; Pierre Hascheff November 17, 2018,*
vol. 2.
Whereupon, said deposition was barcoded and imaged to this case docket.
Sidebar conducted between Court and counsel, off the record.

1:30 p.m. – Jury admonished and excused; brief recess.
Outside the presence of the Jury, **COURT ORDERED:** Pierre Hascheff shall remain
under subpoena and shall be required to return next Monday to testify.
Discussion ensued regarding trial timing and witness sequencing.

Counsel Robison indicated approximately 10 witnesses may still need to be called to testify.

Court stated it is uncomfortable keeping the Jury past next week and it will take action to move this trial along. Court also disclosed a scheduling conflict March 1, 2019, in the afternoon and it may seek judicial coverage for taking the verdict.

1:35 p.m. – Jury escorted into the courtroom.

1:36 p.m. – Jury admonished and excused to return February 25, 2019, at 8:45 a.m.

1:36 p.m. – Court stood in recess.

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

2/25/19 JURY TRIAL – DAY 7

HONORABLE Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented
 DAVID A. HARDY Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq.
 Dept. No. 15 and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who
 A. Dick was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD.,
 (Clerk) and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq.
 J. Kernan represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their
 (Reporter) respective trustee capacity, each were present seated in the gallery. Adam Hosmer-
 Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective
 trustee capacity, who was present seated in the gallery.

8:44 a.m. – Court convened with counsel, respective parties, and Jury present.
 PIERRE HASCHEFF, heretofore sworn, resumed the witness stand continued to testify
 under cross examination conducted by counsel Spencer.
*Wendy's Exhibit 542 (original signature) marked for identification, offered, stipulated;
 ADMITTED.*
[Clerk's note: Exhibit remarked as Exhibit 542A].
 Counsel Robison addressed the Court stipulated to the chain-of-custody of said exhibit
 and advised there is a waiver of attorney-client privileged information.
Todd's Exhibit 153A offered, stipulated; ADMITTED.
Todd's Exhibit 190 offered, stipulated; ADMITTED.
Todd's Exhibit 189 offered, stipulated; ADMITTED.
Wendy's Exhibit 553 marked for identification, offered, no objection; ADMITTED.
Todd's Exhibit 221 offered; OBJECTION SUSTAINED.
 Counsel Spencer addressed the Court offered a portion of Exhibit 221 to be marked for
 identification as Exhibit 221A.

9:59 a.m. – Jury admonished and excused; brief recess.
 Outside the presence of the Jury and during the recess, counsel met and conferred
 regarding Exhibit 221A.

10:21 a.m. – Court reconvened with counsel and respective parties present.
 Outside the presence of the Jury, counsel each stipulated to remarking Exhibit 542,
 marked this morning, as Exhibit 542A and clarified Exhibit 542A contains original
 signatures whereas Exhibit 542 is a copy of said document.
 Counsel Robison addressed the Court stipulated to the entirety of Exhibit 221 and the
 companion Exhibit 220.

10:23 a.m. – Jury escorted into the courtroom.
COURT ORDERED: Todd's Exhibit 220 ADMITTED; Todd's Exhibit 221 ADMITTED in
 its entirety.
 PIERRE HASCHEFF, heretofore sworn, resumed the witness stand continued to testify
 under cross examination conducted by counsel Spencer; redirect examination
 conducted by counsel Robison; recross examination conducted by counsel Spencer.
 Witness thanked and excused.

Sidebar conducted among Court, counsel Robinson, and counsel Spencer, off the record.

TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under cross examination conducted by counsel Robison.

Todd's Exhibit 23.42 offered, stipulated; ADMITTED.

12:00 p.m. – Jury admonished and excused; lunch recess.

1:28 p.m. – Court reconvened with counsel and respective parties present.

Outside the presence of the Jury, counsel Spencer addressed and advised the Court not all of the Exhibit 23 series are stipulated.

Jury escorted into the courtroom.

TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under cross examination conducted by counsel Robison.

Todd's Exhibit 15A offered, stipulated; ADMITTED.

Todd's Exhibit 15B offered, stipulated; ADMITTED.

Todd's Exhibit 15C offered, stipulated; ADMITTED.

Todd's Exhibit 15D offered, stipulated; ADMITTED.

Todd's Exhibit 15E offered, stipulated; ADMITTED.

Todd's Exhibit 15F offered, stipulated; ADMITTED.

Todd's Exhibit 15G offered, stipulated; ADMITTED.

Todd's Exhibit 23.33 offered, no objection; ADMITTED.

Todd's Exhibit 23.41 offered, objection overruled; ADMITTED.

Todd's Exhibit 23.45 offered, stipulated; ADMITTED.

Todd's Exhibit 23.46 offered, objection overruled; ADMITTED.

Todd's Exhibit 27F offered.

2:53 p.m. – Jury admonished and excused; brief recess.

Outside the presence of the Jury, counsel Spencer advised Wendy withdraws her motion in limine regarding Todd's Exhibit 27F and requested permission to do so in the presence of the Jury – **GRANTED.**

2:55 p.m. – Brief recess.

3:22 p.m. – Court reconvened with counsel and respective parties present.

Outside the presence of the Jury, counsel Robison indicated a named witness is seated in the gallery.

Counsel Spencer indicated expert witness Bruce Wallace is permitted to observe testimony due to his expert designation.

Counsel Robinson objected to said expert witness remaining in gallery pursuant to local rule that an expert witness is only permitted to observe other/competing expert testimony.

COURT ORDERED: Expert witness Bruce Wallace shall be excluded from the courtroom until further order from this Court.

3:24 p.m. – Jury escorted into the courtroom.

TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify under cross examination conducted by counsel Robison; redirect examination conducted by counsel Spencer; recross examination conducted by counsel Robison.

Todd's Exhibit 27J offered, stipulated; ADMITTED.

Counsel Spencer withdrew Wendy's motion in limine regarding Todd's Exhibit 27F.

Todd's Exhibit 23.24 offered, stipulated; ADMITTED.

Counsel Lattin addressed the Court reserved the right to recall TODD JAKSICK during the trustees' case-in-chief, if deemed necessary.

Todd's Exhibit 52 offered, stipulated; ADMITTED.

COURT ORDERED: Counsel Robison and counsel Spencer shall each pay \$100 to the Washoe County Law Library as a sanction for interrupting each other.

4:38 p.m. – Jury admonished and excused to return February 26, 2019, at 11:00 a.m.

Outside the presence of the Jury, **COURT ORDERED:** Counsel shall arrive at 9:00 a.m. on February 26, 2019, to meet and confer in the courtroom regarding jury instructions.

Counsel Robison advised Parties may be able to stipulate to some stock jury instructions but authority will be prepared against Wendy's proposed instructions.

Court indicated it wants to know which jury instructions are hotly disputed.

Discussion ensued regarding witness sequencing.

Court gently urged this case forward.

4:47 p.m. – Court stood in recess.

Court provided counsel each with a preliminary packet of jury instructions for their review.

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

2/26/19 JURY TRIAL – DAY 8

HONORABLE Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented
 DAVID A. HARDY Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq.
 Dept. No. 15 and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who
 A. Dick was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD.,
 (Clerk) and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq.
 D. Cecere represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their
 (Reporter) respective trustee capacity, each were present seated in the gallery. Adam Hosmer-
 Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective
 trustee capacity, who was present seated in the gallery.

11:01 a.m. – Court convened with counsel, respective parties, and Jury present.
 TODD JAKSICK, heretofore sworn, resumed the witness stand continued to testify
 under recross examination conducted by counsel Robison; counsel Lattin waived
 examination Witness thanked and excused to return to his seat in the gallery.
 WENDY JAKSICK, sworn, testified under direct examination conducted by counsel
 Spencer; cross examination conducted by counsel Robison.
Wendy's Exhibit 554 offered.
*[Clerk's note: Counsel referenced Wendy's Exhibit 554 prior to said document being marked for
 identification at this time].*
Todd's Exhibit 216 offered, stipulated; ADMITTED.
Todd's Exhibit 217 offered, stipulated; ADMITTED.
Todd's Exhibit 218 offered, stipulated; ADMITTED.
Todd's Exhibit 219 offered, stipulated; ADMITTED.
Todd's Exhibit 13P offered, no objection; ADMITTED.

12:29 p.m. – Jury admonished and excused; brief recess.
 12:45 p.m. – Court reconvened with counsel and respective parties present.
 Outside the presence of the Jury, counsel Spencer addressed the Court regarding
 Exhibit 151.
 Court permitted counsel Spencer limited questioning parameters regarding Exhibit 151.
 Counsel Spencer moved to publish Exhibit 554 to the Jury as demonstrative;
 objection(s) stated.
COURT ORDERED: Due to untimely production, Exhibit 554 shall be prohibited and
 shall not be published to the Jury.
COURT ORDERED: Counsel shall ensure Wendy Jaksick's deposition(s) are provided
 to the court clerk at some point during this trial.
 Court stated its findings regarding expert witness Bruce Wallace presence in the gallery
 during other witness' testimony.
COURT ORDERED: Expert witness Bruce Wallace permitted to be present and seated
 in the gallery.
 12:50 p.m. – *Deposition opened and published; Wendy Jaksick, August 9, 2018, vol. 4.*
Whereupon, said deposition was barcoded and imaged to this case docket.

12:50 p.m. – *Deposition opened and published; Wendy Jaksick, August 10, 2018, vol. 5. Whereupon, said deposition was barcoded and imaged to this case docket.*

12:51 p.m. – Jury escorted into the courtroom.

WENDY JAKSICK, heretofore sworn, resumed the witness stand continued to testify under cross examination conducted by counsel Robison; cross examination conducted by counsel Lattin; cross examination conducted by counsel Hosmer-Henner.

Todd's Exhibit 79 offered, stipulated; ADMITTED.

Todd's Exhibit 80 offered, stipulated; ADMITTED.

Todd's Exhibit 242 offered, stipulated; ADMITTED.

Todd's Exhibit 244 offered, stipulated; ADMITTED.

Todd's Exhibit 246 offered, stipulated; ADMITTED.

2:16 p.m. – Jury admonished and excused; lunch recess.

2:45 p.m. – Court reconvened with counsel, respective parties, and Jury present.

WENDY JAKSICK, heretofore sworn, resumed the witness stand testified under redirect examination conducted by counsel Spencer; recross examination conducted by counsel Robison; recross examination waived by counsel Lattin; recross examination waived by counsel Hosmer-Henner. Witness thanked and excused to return to her seat in the gallery.

Wendy's Exhibit 418 offered, stipulated; ADMITTED.

Sidebar conducted between Court and counsel, off the record.

Todd's Exhibit 215 offered, stipulated; ADMITTED

Todd's Exhibit 13C offered, stipulated; ADMITTED.

JIM SMRT, sworn, testified under direct examination conducted by counsel Spencer; cross examination conducted by counsel Robison; cross examination conducted by counsel Lattin; cross examination waived by counsel Hosmer-Henner; redirect examination conducted by counsel Spencer; recross examination waived by counsel Robison; recross examination waived by counsel Lattin; recross examination waived by counsel Hosmer-Henner. Witness thanked and excused.

MICHAEL KIMMEL, sworn, testified under direct examination conducted by counsel Connot.

4:01 p.m. – Jury admonished and excused; brief recess.

4:14 p.m. – Court reconvened with counsel, respective parties, and Jury present.

MICHAEL KIMMEL, heretofore sworn, resumed the witness stand testified under cross examination conducted by counsel Lattin.

4:40 p.m. – Jury admonished and excused; brief recess.

Outside the presence of the Jury, trial scheduled, jury instructions, and this Court's March 1, 2019, availability discussed.

4:44 p.m. – Jury escorted into the courtroom.

MICHAEL KIMMEL, heretofore sworn, resumed the witness stand testified under cross examination conducted by counsel Lattin; cross examination waived by counsel Hosmer-Henner; cross examination waived by counsel Robison but counsel reserved the right to recall said witness during Todd's case-in-chief, if necessary; redirect examination conducted by counsel Connot; recross examination conducted by counsel Lattin; recross examination waived by counsel Hosmer-Henner; recross examination waived by counsel Robison. Witness thanked and excused to return to his seat in the gallery.

4:54 p.m. – Jury admonished and excused to return February 27, 2019, at 8:45 a.m.
Court stood in recess.

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

2/27/19 JURY TRIAL – DAY 9

HONORABLE Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented
DAVID A. HARDY Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq.
Dept. No. 15 and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who
A. Dick was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD.,
(Clerk) and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq.
C. Eisenberg represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their
(Reporter) respective trustee capacity, each were present seated in the gallery. Adam Hosmer-
Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective
trustee capacity, who was present seated in the gallery.

8:46 a.m. – Court convened with counsel, respective parties, and Jury present.
JESSICA CLAYTON, sworn, testified under direct examination conducted by counsel
Connot; cross examination conducted by counsel Robison; cross examination waived
by counsel Lattin, cross examination waived by counsel Hosmer-Henner; redirect
examination conducted by counsel Connot; recross examination conducted by counsel
Robison; recross examination waived by counsel Lattin; recross examination waived by
counsel Hosmer-Henner. Witness thanked and excused.

Todd's Exhibit 197 offered, stipulated; ADMITTED.
Todd's Exhibit 200 offered, stipulated; ADMITTED.
Todd's Exhibit 201 offered, stipulated; ADMITTED.
Todd's Exhibit 198 offered, stipulated; ADMITTED.
Todd's Exhibit 331 offered, objection stated.

Counsel stipulated to replacing Exhibit 331 contained in the exhibit binder with the
document produced during discovery and possessed by counsel Robison – **GRANTED.**
Todd's Exhibit 331 [bate stamped] reoffered, no objection; ADMITTED.

STAN JAKSICK, sworn, testified under direct examination conducted by counsel
Connot.

Todd's Exhibit 23.23 offered, stipulated; ADMITTED.
Wendy's Exhibit 410 offered, no objection; ADMITTED.
Sidebar conducted between Court and counsel, off the record.

10:08 a.m. – Jury admonished and excused; brief recess.

Outside the presence of the Jury, Court stated the content of the sidebar conference on
the record to include its previous ruling that the details of Todd and Stans' settlement
shall be prohibited but the fact of settlement shall be permissible; however, biased
motivation may be a crucial element for the Jury weigh.

Counsel Connot addressed and advised the Court Todd and Stans' settlement
agreement contains many contingencies and each Party has an interest in the outcome
of this trial.

Counsel Lattin addressed and advised the Court said settlement agreement
unconditionally removes Todd's personal residence from the indemnification agreement.

Counsel Hosmer-Henner addressed and advised the Court contingencies contained in said settlement agreement are irrelevant.

Counsel Connot advised respondents opened the door to settlement discussions and argued in support thereto.

Counsel Robison addressed the Court argued in opposition of any contingencies contained and any conditional withdrawal contained in said settlement agreement.

Counsel Connot argued in support of said agreement containing withdrawal of indemnification as conditional upon defeat of Wendy at trial.

Counsel Robison further argued in opposition of disclosing anything regarding settlement discussions to the Jury.

Counsel Connot requested this Court review one paragraph of Todd and Stans' settlement agreement.

Court directed counsel provide an evidentiary proffer through Stan regarding the indemnification agreement.

Counsel Connot examined STAN JAKSICK regarding the narrow indemnification topic.

Counsel Robison examined STAN JAKSICK regarding the narrow indemnification topic.

COURT ORDERED: Court clerk shall provide this Court with only paragraph 3 of Todd and Stans' settlement agreement for its review.

Counsel Connot indicated Wendy's Exhibit 457 is Todd and Stans' settlement agreement.

10:28 a.m. – Brief recess.

10:38 a.m. – Court reconvened with counsel and respective parties present.

Outside the presence of the Jury, **COURT ORDERED:** Counsel Connot's line of questioning is APPROVED. Further, any express terms of Todd and Stans' settlement agreement is approved EXCEPT removal of Todd's personal residence from the indemnification agreement. Further, counsel Connot shall be PERMITTED and may inquire Stan if the complete agreement is conditional/contingent on the outcome of this trial. Further, Court indicated depending on the Stan's answer Paragraph 3 of said settlement agreement may be offered into evidence, if deemed appropriate.

10:42 a.m. – Brief recess.

10:49 a.m. – Court reconvened with counsel, respective parties, and Jury present.

STAN JAKSICK, heretofore sworn, resumed the witness stand continued to testify under direct examination conducted by counsel Connot; cross examination conducted by counsel Hosmer-Henner.

Counsel Connot offered Paragraph 3 of Todd and Stans' settlement agreement – **DENIED.**

Wendy's Exhibit 414 offered, objection stated.

Counsel Robison requested voir dire examination of STAN JAKSICK regarding Exhibit 414 – **GRANTED.**

Wendy's Exhibit 414 offered, objection overruled; ADMITTED.

Wendy's Exhibit 525 offered, no objection; ADMITTED.

11:45 a.m. – *Deposition opened and published; Stanley Jaksick August 8, 2018, vol. 3. Whereupon, said deposition was barcoded and imaged to this case docket.*

11:53 a.m. – Jury admonished and excused; lunch recess.

Outside the presence of the Jury, Court admonished all counsel regarding leading questioning. Court inquired counsel regarding Exhibit 201 and reviewed said exhibit therein.

11:57 a.m. – Lunch recess.

1:28 p.m. – Court reconvened with counsel, respective parties, and Jury present. STAN JAKSICK, heretofore sworn, resumed the witness stand continued to testify under cross examination conducted by counsel Hosmer-Henner.

COURT ORDERED: Courtroom CLEARED except trial counsel, parties, and Juror #1.

1:52 p.m. – Jury admonished and excused; brief recess.

Outside the presence of other jurors, Court inquired Juror #1 regarding their health/cough.

Juror #1 answered the Court's questioning.

Juror #1 escorted from the courtroom.

Outside the presence of entire Jury, counsel Connot requested Juror #1 be permitted to bring their inhaler into the courtroom.

Counsel Robison declined to comment.

Counsel Lattin suggested proceeding to the end of today and possibly reassessing the situation, if need be.

1:57 p.m. – Jury Question #4 During Trial Received.

Court read aloud said question to counsel.

Whereupon, said question was electronically filed to the case docket.

1:59 p.m. – Jury escorted into the courtroom.

STAN JAKSICK, heretofore sworn, resumed the witness stand continued to testify under cross examination conducted by counsel Hosmer-Henner; cross examination conducted by counsel Robison.

Todd's Exhibit 550 marked for identification, offered, objection overruled; ADMITTED.

3:01 p.m. – Jury admonished and excused; brief recess.

Outside the presence of the Jury, witness sequencing and trial length discussed.

3:12 p.m. – Brief recess.

3:23 p.m. – Court reconvened with counsel and respective parties.

Outside the presence of the Jury, counsel stipulated that their previously proposed timing is unrealistic.

3:29 p.m. – Jury escorted into the courtroom.

STAN JAKSICK, heretofore sworn, resumed the witness stand continued to testify under cross examination conducted by counsel Robison, cross examination waived by counsel Lattin; redirect examination conducted by counsel Connot, recross examination conducted by counsel Hosmer-Henner; recross examination conducted by counsel Robison; recross examination waived by counsel Lattin. Witness thanked and excused to return to his seat in the gallery.

Sidebar conducted between Court, counsel Connot, counsel Robison, counsel Hosmer-Henner, and counsel Lattin, off the record.

4:06 p.m. – Jury admonished and excused; brief recess.

Outside the presence of the Jury, Court stated the content of the sidebar conference on the record to include it may be fair to disclose to the Jury how Todd and Stans' settlement may be adversary to Wendy as Stan testified there may not be any detriments to Wendy resulting from said agreement.

Counsel Connot advised the trust will pay Todd and Stans' attorney's fees thus decreasing trust assets and harming Wendy. Counsel further advised such harm should be disclosed to the Jury.

Counsel Hosmer-Henner advised bias is key and impeachment through deposition may be appropriate.

Counsel Robison recited portion of TODD JAKSICK's deposition vol. 7.

COURT ORDERED: TODD JAKSICK permitted to be recalled to impeach STAN JAKSICK's testimony regarding effect(s) of their settlement agreement upon Wendy, if any. Further, attorney's fees and credits are not permitted and no specifics of terms and conditions shall be disclosed.

4:27 p.m. – Jury escorted in.

TODD JAKSICK, recalled, heretofore sworn, testified under direct examination conducted by counsel Connot; cross examination conducted by counsel Robison; cross examination waived by counsel Lattin; cross examination waived by counsel Hosmer-Henner; redirect examination conducted by counsel Connot; recross examination conducted by counsel Robison; recross examination waived by counsel Lattin; recross examination waived by counsel Hosmer-Henner. Witness thanked and excused to return to his seat in the gallery.

4:29 p.m. – *Deposition opened and published; Todd Jaksick February 1, 2019, vol. 7. Whereupon, said deposition was barcoded and imaged to this case docket. Wendy's Exhibit 457 offered.*

COURT ORDERED: TODD JAKSICK shall read to himself Paragraph 3 of his settlement agreement with Stan.

Wendy's Exhibit 457 reoffered – DENIED.

4:51 p.m. – Jury admonished and excused; brief recess.

Outside the presence of the Jury, witness sequencing and trial length discussed. Court inquired counsel when it should tell the Jury this case will go into next week.

Counsel Robison deferred to the Court but requested time to scalpel Todd's case-in-chief.

Counsel Connot indicate it may be best for the Jury to know sooner rather than later.

Court extended a chance to counsel Robison.

Counsel Robison indicated he will inform the Court tomorrow morning regarding Respondent's case-in-chief.

4:54 p.m. – Jury escorted in the courtroom.

4:55 p.m. – Jury admonished and excused to return February 28, 2019, at 8:45 a.m.

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

2/28/19 JURY TRIAL – DAY 10
HONORABLE Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented
DAVID A. HARDY Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq.
Dept. No. 15 and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who
A. Dick was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD.,
(Clerk) and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq.
P. Hoogs represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their
(Reporter) respective trustee capacity, each were present seated in the gallery. Adam Hosmer-
Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective
trustee capacity, who was present seated in the gallery.
*Prior to commencement of Court, counsel provided court clerk Wendy Jaksick's
depositions vol. 1 [6/4/18]; vol. 2 [6/5/18]; and vol. 3 [6/6/18] which were barcoded and
imaged to this case docket.*
8:48 a.m. – Court convened with counsel, respective parties, and Jury present.
8:49 a.m. – *Jury Question #5 During Trial Received.*
Court read aloud said question to counsel.
Whereupon, said question was electronically filed to the case docket.
8:50 a.m. – Jury escorted into the courtroom.
BRUCE WALLACE, sworn, testified under direct examination conducted by counsel
Spencer.
Sidebar conducted between Court and counsel, off the record.
10:10 a.m. – Jury admonished and excused; brief recess.
Outside the presence of the Jury, Court stated an expert witness is constrained to their
report.
Counsel Robison addressed the Court recited the operative paragraph of the expert
witness' report.
Counsel Hosmer-Henner addressed and advised the Court Stan made a strategic
decision not to depose BRUCE WALLACE based upon the content of his report, in that,
there is no specific reference to Stan.
Counsel Spencer addressed the Court conceded he is operating under the paragraph
recited by opposing counsel and indicated it states "trustees," plural.
10:14 a.m. – Brief recess.
10:29 a.m. – Court reconvened with counsel and respective parties present.
Outside the presence of the Jury, **COURT ORDERED:** Respondents' objection
OVERRULED; counsel shall be permitted to cross examine BRUCE WALLACE
regarding a possibly intentional or topographical error contained within his report, in
that, referencing "trustees".
10:30 a.m. – Jury escorted into the courtroom.
BRUCE WALLACE, heretofore sworn, resumed the witness stand continued to testify
under direct examination conducted by counsel Spencer; cross examination conducted
by counsel Robison.

Sidebar conducted between Court and counsel, off the record.

12:00 p.m. – Jury admonished and excused; lunch recess.

Outside the presence of the Jury, **COURT ORDERED:** Counsel and respective parties shall return at 1:25 p.m. today.

1:27 p.m. – Court reconvened with counsel and respective parties present.

Outside the presence of the Jury, counsel Lattin addressed the Court requested to use Frank Campagna's deposition to impeach BRUCE WALLACE for inconsistencies as said witness said he relied upon said deposition to form his opinion.

Counsel Spencer argued in opposition of opposing counsel's request to include improper use of a deposition and BRUCE WALLACE is not an accounting expert but rather a fiduciary expert.

Counsel Lattin further argued in support of said request.

Counsel Robison advised BRUCE WALLACE misstated the testimony contained in Frank Campagna's deposition.

Counsel Connot addressed the Court argued in opposition of opposing counsel's request.

Counsel Robison recited a portion of Frank Campagna's deposition.

Counsel Spencer indicated Exhibit 23.41 and Exhibit 23.24 each need to be redacted before being provided to the Jury and offers of proof still need to be provided.

1:39 p.m. – Jury escorted into the courtroom.

BRUCE WALLACE, heretofore sworn, resumed the witness stand continued to testify under cross examination conducted by counsel Hosmer-Henner; cross examination conducted by counsel Lattin.

Trustees' Exhibit 551 marked for identification, offered, no objection; ADMITTED.

2:50 p.m. – Jury admonished and excused; brief recess.

3:05 p.m. – Court reconvened with counsel and respective parties present.

3:05 p.m. – Jury Question #6 During Trial Received.

Court read aloud said question to counsel.

Whereupon, said question was electronically filed to the case docket.

3:06 p.m. – Jury escorted into the courtroom.

BRUCE WALLACE, heretofore sworn, resumed the witness stand testified under redirect examination conducted by counsel Spencer; recross examination conducted by counsel Robison; recross examination waived by counsel Lattin; recross examination waived by counsel Hosmer-Henner. Witness thanked and excused.

Todd's Exhibit 115 offered, no objection; ADMITTED.

Todd's Exhibit 264 offered, no objection; ADMITTED.

3:32 p.m. – Jury admonished and excused; brief recess.

Outside the presence of the Jury, Court inquired counsel if there is prejudice against the respondents due to timing of this trial.

Counsel Robison indicated Todd Jaksick is prepared to present his case-in-chief and would like to do so promptly.

COURT ORDERED: Petitioner shall provide offers of proof after Jury retires for the day.

Counsel Hosmer-Henner moved for reconsideration, in that, Petitioner should present her offers of proof now.

Counsel Spencer advised there is a stipulated redaction to Exhibit 23.41; however, there is no stipulated redaction regarding Exhibit 23.24. Counsel recited the proposed portion of Exhibit 23.24 to be redacted and argued in support thereto. Counsel Robison advised Exhibit 23.24 in its entirety has already been displayed to the Jury and argued in opposition of opposing counsel's proposed redaction. Counsel Spencer further argued in support of said proposed redaction. Court inquired counsel Spencer why Wendy had not been rehabilitated regarding Exhibit 23.24 through examination.

Counsel Spencer indicated said topic was inadvertently omitted.

COURT ORDERED: Exhibit 23.24 shall not be redacted; said exhibit shall remain as displayed to the Jury during trial and shall be provided to the Jury, as-is, during deliberations.

COURT ORDERED: Petitioner permitted to rest her case-in-chief with pending offers of proof.

Counsel Hosmer-Henner, counsel Lattin, and counsel Robison each lodged 50A motions regarding their respective clients.

Discussion ensued regarding timing for arguments.

3:48 p.m. – Brief recess.

3:53 p.m. – Court reconvened with counsel and respective parties present.

Court stated it is uncomfortable about pushing its decision into a constrained timeframe and advised a 50A motion work may be renewed post-verdict.

COURT ORDERED: Respondents' 50A motions UNDER ADVISEMENT.

3:55 p.m. – Jury escorted into the courtroom.

Counsel Spencer, on behalf of Petitioner Wendy Jaksick, rested her case-in-chief.

3:56 p.m. – Jury admonished and excused to return March 1, 2019, at 8:45 a.m.

Outside the presence of the Jury, counsel Spencer provided offers of proof as follows: Exhibit 457, Exhibit 415, Exhibit 3, Exhibit 4, Exhibit 156, and Exhibit 157.

Wendy's Exhibit 552 marked for identification and provided as an additional offer of proof.

Counsel Johnson addressed the Court moved for the following exhibits to be admitted into evidence:

Todd's Exhibit 118 offered, stipulated; ADMITTED.

Todd's Exhibit 122 offered, stipulated; ADMITTED.

Todd's Exhibit 128 offered, stipulated; ADMITTED.

Todd's Exhibit 133 offered, stipulated; ADMITTED.

Todd's Exhibit 150 offered, objections stated; OBJECTION SUSTAINED.

Todd's Exhibit 156 offered, objections stated; OBJECTION SUSTAINED.

Todd's Exhibit 157 offered, objections stated; OBJECTION SUSTAINED.

Todd's Exhibit 158 offered, stipulated; ADMITTED.

Todd's Exhibit 160 offered, stipulated; ADMITTED.

Todd's Exhibit 160A offered, stipulated; ADMITTED.

Todd's Exhibit 160B offered, stipulated; ADMITTED.

Todd's Exhibit 161 offered, stipulated; ADMITTED.

Todd's Exhibit 162 offered, stipulated; ADMITTED.

Todd's Exhibit 165 offered, stipulated; ADMITTED.

Todd's Exhibit 170 offered, stipulated; ADMITTED.

Todd's Exhibit 171 offered, stipulated; ADMITTED.

Todd's Exhibit 180 offered, stipulated; ADMITTED.

Todd's Exhibit 191 offered, stipulated; ADMITTED.

Todd's Exhibit 195 offered, stipulated; ADMITTED.

Counsel Spencer moved to add Exhibit 150 to the Petitioner's offers of proof – **GRANTED.**

Counsel Hosmer-Henner moved for a 50A motion regarding Stan in his respective trustee capacity and argued in support thereto.

Court inquired counsel Hosmer-Henner.

Counsel Hosmer-Henner answered the Court's questioning and further argued in support of said motion.

Counsel Robison moved for a 50A motion regarding Todd as an individual and argued in support thereto.

Court inquired counsel Robison.

Counsel Robison answered the Court's questioning and further argued in support of said motion and provided a written motion for review.

Whereupon, Todd's motion for directed verdict electronically filed to this case docket.

Counsel Lattin moved for a 50A motion regarding co-trustees Michael Kimmel and Kevin Riley and argued in support thereto.

Counsel Spencer argued in opposition of Stan's 50A motion.

Counsel Connot argued in opposition of Todd's 50A motion as well as the co-trustees' same motion. Counsel moved to amend pleadings to conform to the evidence.

Court inquired counsel Connot.

Counsel Connot answered the Court's questioning and further argued in opposition of said motions and further in support of Petitioner's motion to amend.

Counsel Hosmer-Henner further argued in support of Stan's said motion.

COURT ORDERED: The preparation of a partial transcript containing only 50A motion arguments.

COURT ORDERED: Parties shall submit, via email to Department 15 staff, points and authority regarding jury instructions no later than noon this Sunday, March 3, 2019.

5:23 p.m. – Court stood in recess.

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

3/1/19

JURY TRIAL – DAY 11

HONORABLE

DAVID A. HARDY

Dept. No. 15

A. Dick

(Clerk)

D. Cecere

(Reporter)

Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq. and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD., and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq. represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their respective trustee capacity, each were present seated in the gallery. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective trustee capacity, who was present seated in the gallery.

8:14 a.m. – Court convened with counsel and respective parties present.

Outside the presence of the Jury, counsel Robison addressed the Court further argued in support of Respondent Todd's 50A motion.

Counsel Lattin addressed the Court further argued in support of Respondent co-trustees Michael Kimmel and Kevin Rileys' 50A motion.

COURT ORDERED: The preparation of a partial transcript containing only 50A motion arguments.

COURT FURTHER ORDERED: Respondents' 50A motions UNDER ADVISEMENT.

8:35 a.m. – Brief recess.

8:45 a.m. – *Deposition opened and published; Frank Campagna January 15, 2019.*

Whereupon, said deposition was barcoded and imaged to this case docket.

8:45 a.m. – Jury escorted into the courtroom.

TODD JAKSICK, heretofore sworn, testified under direct examination conducted by counsel Robison; direct examination waived by counsel Lattin; direct examination waived by counsel Hosmer-Henner; cross examination conducted by counsel Spencer. *Todd's Exhibit 13B offered, objection overruled; ADMITTED.*

Wendy's Exhibit 554 offered, no objection; ADMITTED.

10:10 a.m. – *Deposition opened and published; Todd Jaksick August 13, 2018, vol. 1.*

Whereupon, said deposition was barcoded and imaged to this case docket.

10:12 a.m. – Jury admonished and excused; brief recess.

10:29 a.m. – Court reconvened with counsel and respective parties present.

Outside the presence of the Jury, Court informed counsel it is in receipt of information from Deputy Coss that Juror #8 fell on the stairs and may be claiming injury.

Counsel Lattin addressed the Court inquired if any injury may impact Juror #8's ability to serve.

Deputy Coss indicated Juror #8 is claiming injury to his wrist and side of body.

10:31 a.m. – Jury escorted into the courtroom.

TODD JAKSICK, heretofore sworn, resumed the witness stand testified under redirect examination conducted by counsel Robison; redirect examination waived by counsel Lattin; redirect examination waived by counsel Hosmer-Henner; recross examination

waived by counsel Spencer. Witness thanked and excused to return to his seat in the gallery.

BOB LEGOY, sworn, testified under direct examination conducted by counsel Robison; direct examination waived by counsel Lattin; direct examination waived by counsel Hosmer-Henner; cross examination conducted by counsel Spencer; redirect examination conducted by counsel Robison; recross examination waived by counsel Spencer. Witness thanked and excused.

11:08 a.m. – Deposition opened and published; L. Robert Legoy, Jr., January 21, 2019. Whereupon, said deposition was barcoded and imaged to this case docket.

Wendy's Exhibit 523 offered, no objection; ADMITTED.

Wendy's Exhibit 524 offered, stipulated; ADMITTED.

Counsel Robison, on behalf of Respondent Todd Jaksick, rested his case-in-chief, subject to exhibit housekeeping.

Counsel Lattin, on behalf of Respondents Michael Kimmel and Kevin Riley, rested their case-in-chief.

Counsel Hosmer-Henner, on behalf of Respondent Stan Jaksick, rested his case-in-chief.

11:31 a.m. – Jury admonished and excused to return March 4, 2019, at 9:00 a.m.

Outside the presence of the Jury, counsel Hosmer-Henner requested this Court take into consideration Nevada Supreme Court Order of Affirmance No. 73888 entered in case number CV13-00291 on February 28, 2019, when analyzing 50A motion work.

COURT ORDERED: Counsel shall return Monday, March 4, 2019, at 8:15 a.m.

COURT FURTHER ORDERED: No time restraints imposed on closing arguments. However, Court indicated it expects Petitioner's rebuttal closing arguments to be succinct.

Counsel Connot inquired if this Court may be opposed to multiple speakers during closing arguments; objection stated.

11:41 a.m. – Court stood in recess.

After session; non-jury trial scheduled with the cooperation of Court and counsel to commence May 13, 2019, (5 days); [see Order Setting Trial entered March 5, 2019].

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

3/4/19

HONORABLE

DAVID A. HARDY

Dept. No. 15

A. Dick

(Clerk)

T. Amundson

(AM Reporter)

E. Ferretto

(PM Reporter)

L. Shaw

(PM Reporter)

JURY TRIAL – DAY 12

Kevin Spencer, Esq, Zachary Johnson, Esq., and Mark Connot, Esq. represented Petitioner Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq. and Therese Shanks, Esq. represented Respondent Todd Jaksick, individually, who was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD., and Sammy Supercub, LLC and representatives were not present. Donald Lattin, Esq. represented Respondents Todd Jaksick, Michael Kimmel, and Kevin Riley, in their respective trustee capacity, each were present seated in the gallery. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick, in his respective trustee capacity, who was present seated in the gallery.

8:18 a.m. – Court convened with counsel and respective parties present.

Court inquired counsel regarding claims in this case.

Counsel Connot addressed and advised the Court Wendy's fraud claim is limited solely to Todd, individually, and his respective trustee capacity; Wendy's aiding and abetting breach of fiduciary duty claim references all Respondents individually and in their respective trustee capacity; Wendy's breach of fiduciary duty claim references all Respondents in their respective trustee capacity only; and Wendy's civil conspiracy and aiding and abetting claim references all Respondents individually and in their respective trustee capacity.

Court inquired counsel regarding entities.

Counsel Connot withdrew Supercub and advised Duck Lake may potentially be a party of which Wendy can seek damages.

Counsel Shanks addressed and advised the Court Wendy did not assert any claims against any entity and the question of asset transfer is for this Court only and not the Jury.

Counsel Lattin addressed the Court objected to Wendy's aiding and abetting breach of fiduciary duty claim asserted against any Respondent individually. Counsel concurred with counsel Shanks, in that, Wendy did not assert any claims against any entity.

Counsel Hosmer-Henner addressed and advised the Court pursuant to an August 2018 Order Stan, individually, was previously dismissed from this action and requested his individual status be removed from the verdict form and the jury instructions.

Counsel Connot further moved to amend the pleadings to conform to the evidence to include all types of fraud; however, counsel conceded Wendy's petition only alleges intentional misrepresentation fraud against Todd.

Counsel Shanks opposed Wendy's motion to conform the pleadings to the evidence.

Counsel Lattin opposed Wendy's said motion and objected to Wendy's fraud claim referencing any Respondent other than Todd.

COURT ORDERED: Deputy Coss shall tell the Jury they are admonished and excused to return at 10:30 a.m. today.

COURT FURTHER ORDERED: Counsel and respective parties shall return at 10:00 a.m. today.

Counsel Spencer addressed and advised the Court Exhibit 123, Exhibit 124, and Exhibit 125 reference Duck Lake. Counsel further clarified Wendy's claims.

Counsel Hosmer-Henner renewed Stan's 50a motion and joined Todd's written motion regarding damages.

8:46 a.m. – Brief recess.

Todd's Exhibits 560 through Exhibit 574 and Exhibit 577 through Exhibit 581 marked for identification for DEMONSTRATIVE PURPOSES ONLY.

Todd's Exhibit 582 marked for identification.

10:35 a.m. – Court reconvened with counsel and respective parties present.

Court provide counsel each packets of Wendy's offered and rejected jury instructions, Todd's offered and rejected jury instructions, jury instructions 1 through 47, and verdict form for review.

Whereupon, said offered and rejected jury instructions were electronically filed to this case docket.

COURT ORDERED: Parties shall each electronically file objections/points and authority regarding offered and rejected jury instructions.

Court reviewed Todd's Exhibit 560 through Exhibit 574 and Exhibit 577 through Exhibit 581 marked for identification for DEMONSTRATIVE PURPOSES ONLY.

Counsel Spencer objected to a portion of Exhibit 569.

Counsel Robison argued in support of said exhibit.

COURT ORDERED: Todd's Exhibit 569 shall be modified prior to being published to the Jury during closing arguments.

COURT ORDERED: All proposed jury instructions and jury instruction matrix marked for identification as Court's Exhibit 555 and shall be electronically filed to the case docket.

Whereupon, said exhibit electronically filed to this case docket.

10:44 a.m. – Brief recess.

11:11 a.m. – Court reconvened with counsel and respective parties present.

Counsel Robison offered the following exhibits into evidence pursuant to stipulation, as follows:

Todd's Exhibit 13E offered, stipulated; ADMITTED.

Todd's Exhibit 13F offered, stipulated; ADMITTED.

Todd's Exhibit 13G offered, stipulated; ADMITTED.

Todd's Exhibit 13H offered, stipulated; ADMITTED.

Todd's Exhibit 13J offered, stipulated; ADMITTED.

Todd's Exhibit 13K offered, stipulated; ADMITTED.

Todd's Exhibit 13L offered, stipulated; ADMITTED.

Todd's Exhibit 13M offered, stipulated; ADMITTED.

Todd's Exhibit 13N offered, stipulated; ADMITTED.

Todd's Exhibit 13P offered, stipulated; PREVIOUSLY ADMITTED 2/26/19.

Todd's Exhibit 23 offered, stipulated; PREVIOUSLY ADMITTED 2/19/19.

Todd's Exhibit 23.11 offered, stipulated; ADMITTED.

Todd's Exhibit 23.25 offered, stipulated; ADMITTED.

Todd's Exhibit 23.22 offered, stipulated; ADMITTED.

Todd's Exhibit 23.29 offered, stipulated; ADMITTED.
Todd's Exhibit 23.30 offered, stipulated; ADMITTED.
Todd's Exhibit 23.31 offered, stipulated; ADMITTED.
Todd's Exhibit 23.32 offered, stipulated; ADMITTED.
Todd's Exhibit 23.33 offered, stipulated; PREVIOUSLY ADMITTED 2/25/19.
Todd's Exhibit 23.34 offered, stipulated; ADMITTED.
Todd's Exhibit 23.35 offered, stipulated; ADMITTED.
Todd's Exhibit 23.38 offered, stipulated; ADMITTED.
Todd's Exhibit 24 offered, stipulated; ADMITTED.
Todd's Exhibit 30 offered, stipulated; ADMITTED.
Todd's Exhibit 33 offered, stipulated; ADMITTED.
Todd's Exhibit 36 offered, stipulated; ADMITTED.
Todd's Exhibit 50 offered, stipulated; ADMITTED.
Todd's Exhibit 54 offered, stipulated; ADMITTED.
Todd's Exhibit 55 offered, stipulated; ADMITTED.
Todd's Exhibit 56 offered, stipulated; ADMITTED.
Todd's Exhibit 57 offered, stipulated; ADMITTED.
Todd's Exhibit 59 offered, stipulated; ADMITTED.
Todd's Exhibit 60 offered, stipulated; ADMITTED.
Todd's Exhibit 62 offered, stipulated; ADMITTED.
Todd's Exhibit 63 offered, stipulated; ADMITTED.
Todd's Exhibit 65 offered, stipulated; ADMITTED.
Todd's Exhibit 66 offered, stipulated; ADMITTED.
Todd's Exhibit 67 offered, stipulated; PREVIOUSLY ADMITTED 2/20/19.
Todd's Exhibit 71 offered, stipulated; ADMITTED.

Counsel Robison objected to the punitive damages jury instruction.

11:14 a.m. – Jury escorted into the courtroom.

Court instructed the Jury.

Whereupon, said instructions 1 through 47 were electronically filed to this case docket.

Counsel Spencer, on behalf of Petitioner Wendy, presented closing arguments.

12:44 p.m. – Jury admonished and excused; lunch recess.

1:16 p.m. – Court reconvened with counsel, respective parties, and Jury present.

Counsel Spencer, on behalf of Petitioner Wendy, closing arguments continued.

2:11 p.m. – Jury admonished and excused; brief recess.

2:24 p.m. – Court reconvened with counsel, respective parties, and Jury present.

Counsel Robison, on behalf of Respondent Todd Jaksick, presented closing arguments.

3:28 p.m. – Jury admonished and excused; brief recess.

3:46 p.m. – Court reconvened with counsel, respective parties, and Jury present.

Counsel Robison, on behalf of Respondent Todd Jaksick, closing arguments continued.

Counsel Hosmer-Henner, on behalf of Respondent Stan Jaksick, presented closing arguments.

Counsel Lattin, on behalf of Respondents Michael Kimmel and Kevin Riley, presented closing arguments.

4:37 p.m. – Jury admonished and excused; brief recess.

Counsel Spencer, on behalf of Petitioner Wendy Jaksick, presented rebuttal closing arguments.

Court identified Juror #9 and Juror #10 as alternate jurors, thanked by the Court, admonished, excused, and directed to provide their notes and contact information to Deputy Coss.

5:29 p.m. – Deputy Coss sworn and charged with the Jury.

5:32 p.m. – Jury escorted to the Jury Room; deliberations commenced.

Outside the presence of the Jury, counsel Johnson addressed and advised the Court Wendy does not stipulate to the admission of Exhibit 30 and Exhibit 55.

Counsel Robison withdrew Exhibit 30 and Exhibit 55 from evidence.

COURT ORDERED: Exhibit 30 and Exhibit 55 shall not be provided to the Jury during deliberations.

5:35 p.m. – Court stood in recess.

7:49 p.m. – *Jury Question #1 During Deliberations RECEIVED; counsel notified.*

8:08 p.m. – Court reconvened with counsel and respective parties present.

Off the record and outside the presence of the Jury, Court provided counsel each with a copy of Jury Question #1 During Deliberations for their review.

8:09 p.m. – Brief recess.

8:17 p.m. – Court reconvened with counsel and respective parties present.

Outside the presence of the Jury, discussion ensued regarding proposed answer to Jury Question #1 During Deliberations.

Deputy Coss provided the transcribed jury question and answer to the Jury.

Whereupon, said question electronically filed to this case docket.

Counsel Spencer further objected to this Court's response.

Counsel Robison removed the box containing original signatures from the courtroom; no objection stated.

8:32 p.m. – Court stood in recess.

10:32 p.m. – Court clerk notified by Deputy Coss verdict was reached; counsel notified.

10:49 p.m. – Court reconvened with counsel, respective parties, and Jury present.

Juror #2 identified as Foreperson.

At the direction of the Court, court clerk read aloud the verdict as follows:

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

WENDY JAKSICK,

Petitioner,

CASE NO.: PR17-00445

v.

DEPT. NO.: 15

TODD B. JAKSICK, Individually, as Co-Trustee of the Samuel S. Jaksick Jr. Family Trust, and as Trustee of the SSJ's Issue Trust; MICHAEL S. KIMMEL, Individually and as Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; STANLEY S. JAKSICK, Individually and as Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; KEVIN RILEY, Individually, as Former Trustee of the Samuel S. Jaksick Jr. Family Trust, and as Trustee of the Wendy A. Jaksick 2012 BHC Family Trust, INCLINE TSS, LTD.; DUCK LAKE RANCH, LLC; SAMMY SUPERCUB LLC, SERIES A,

CASE NO.: PR17-00446

DEPT. NO.: 15

VERDICT

Respondents.

We, the jury, duly impaneled in the above-entitled action, find that Petitioner, Wendy Jaksick, has proven her **breach of fiduciary duty claim**, by a preponderance of evidence, against:

(Please circle only one for each line item)

KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
TODD JAKSICK (as Co-Trustee of Family Trust)	<input checked="" type="radio"/> YES	NO
MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
TODD JAKSICK (as Trustee of Issue Trust)	<input checked="" type="radio"/> YES	NO

We, the jury, duly impaneled in the above-entitled action, find that Petitioner, Wendy Jaksick, has proven her **civil conspiracy and aiding and abetting claim**, by preponderance of evidence, against:

(Please circle only one for each line item)

KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

We, the jury, duly impaneled in the above-entitled action, find that Petitioner, Wendy Jaksick, has proven her **aiding and abetting breach of fiduciary duty claim**, by a preponderance of evidence, against:

(Please circle only one for each line item)

KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

We, the jury, duly impaneled in the above-entitled action, find that Petitioner, Wendy Jaksick, has proven her **fraud claim** by clear and convincing evidence, against:

(Please circle only one for each line item)

TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO

1. We, the jury, duly impaneled in the above-entitled action, having found in favor of Petitioner, Wendy Jaksick, on one or more of her claims against one or more of the Respondents, find that she has proven by a preponderance of evidence the amount of her damages, assess her damages to be \$ 15,000.⁰⁰

2. Has Wendy Jaksick established by clear and convincing evidence that any of the Respondents acted with fraud, oppression, or malice?

(Please circle only one for each line item)

KEVIN RILEY	YES	<input checked="" type="radio"/> NO
STAN JAKSICK	YES	<input checked="" type="radio"/> NO
TODD JAKSICK	YES	<input checked="" type="radio"/> NO
MICHAEL KIMMEL	YES	<input checked="" type="radio"/> NO

DATED this 4 day of March, 2019.


FOREPERSON

Whereupon, said verdict was electronically filed to the case docket.

At the direction of the Court, court clerk polled the Jury; %100 jurors affirmed verdict as read.

COURT ORDERED: Jury DISCHARGED and admonishment RELEASED.

11:04 p.m. – Court stood in recess.

Jury Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.
 RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.
 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	Todd Jaksick	12/11/17 Email and Agreements Between Stan and Wendy	2/4/19		---
2	Todd Jaksick	1/29/18 (1:26 p.m.) Email From Wendy to Stan	2/4/19		---
3	Todd Jaksick	2/8/17 Petition for Confirmation of Trustee (445 Issue Trust)	2/4/19	OBJECTION SUSTAINED	---
4	Todd Jaksick	2/8/17 Petition for Confirmation of Trustee (446 Family Trust)	2/4/19	OBJECTION SUSTAINED	---
5	Todd Jaksick	2/23/17 First Amended Counter-Petition to Surcharge Trustees	2/4/19	STIPULATED	---
6	Todd Jaksick	4/9/18 Todd B. Jaksick's Answer and Objections to First Amended Counter-Petition	2/4/19		---
7	Todd Jaksick	3/23/18 Amended Objection and Counter Petition (Issue Trust)	2/4/19	STIPULATED	---
8	Todd Jaksick	3/23/18 Amended Objection and Counter Petition (Family Trust)	2/4/19	STIPULATED	---
9	Todd Jaksick	6/29/06 Samuel Jaksick, Jr. Family Trust	2/4/19	STIPULATED	2/19/19
9A	Todd Jaksick	Samuel S. Jaksick Jr Family Trust Agreement	2/4/19	STIPULATED	---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
10	Todd Jaksick	2/2/07 SSJ's Issue Trust Agreement	2/4/19	STIPULATED	2/19/19
10A	Todd Jaksick	2/21/07 SSJ's Issue Trust Agreement	2/4/19	STIPULATED	---
11	Todd Jaksick	1/1/08 Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
11A	Todd Jaksick	Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
11B	Todd Jaksick	6/2/10 (12:13 p.m.) Email From Hascheff to Clayton	2/4/19	STIPULATED	2/20/19
12	Todd Jaksick	1/1/08 Indemnification Agreement (Stan)	2/4/19	STIPULATED	2/20/19
13	Todd Jaksick	12/10/12 Second Amendment to the Samuel Stan Jr Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
13A	Todd Jaksick	6/4/13 Texts Between Stan and Wendy	2/4/19		---
13B	Todd Jaksick	6/6/13 (10:55 am) Texts Between Wendy and Todd	2/4/19	OBJECTION OVERRULED	3/1/19
13C	Todd Jaksick	6/6/13 (10:31 am) Todd Email to Riley, Stan	2/4/19	STIPULATED	2/26/19
13D	Todd Jaksick	6/12/13 Wendy Text	2/4/19		---
13E	Todd Jaksick	7/15/13 (9:35 p.m.) Todd Email to Wendy	2/4/19	STIPULATED	3/4/19
13F	Todd Jaksick	2/4/14 Wendy, Todd Email String	2/4/19	STIPULATED	3/4/19

Jury Trial Exhibits

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 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
13G	Todd Jaksick	6/5/14 (9:32 a.m.) Wendy Email to Todd	2/4/19	STIPULATED	3/4/19
13H	Todd Jaksick	7/30/14-7/31/14 Todd, Alexi, Wendy, Stan Email String	2/4/19	STIPULATED	3/4/19
13I	Todd Jaksick	7/31/14 Texts Between Wendy and Todd	2/4/19		---
13J	Todd Jaksick	11/11/14 Todd, Wendy Email String	2/4/19	STIPULATED	3/4/19
13K	Todd Jaksick	11/10/14 Todd Wendy, Stan, Clayton Email String	2/4/19	STIPULATED	3/4/19
13L	Todd Jaksick	11/14/14 (3:59 p.m.) Clayton Email to Wendy, Stan, Todd	2/4/19	STIPULATED	3/4/19
13M	Todd Jaksick	11/18/14 (8:31 a.m.) Wendy Email to Todd, Stan, Lexi, Riley	2/4/19	STIPULATED	3/4/19
13N	Todd Jaksick	12/8/14 (4:19 p.m.) Clayton Email to Wendy	2/4/19	STIPULATED	3/4/19
13O	Todd Jaksick	12/15/14 Texts Between Wendy and Todd	2/4/19		---
13P	Todd Jaksick	12/16/14 Texts Between Wendy and Todd	2/4/19	NO OBJECTION	2/26/19
14	Todd Jaksick	6/5/13 Agreement and Consent to Proposed Action Todd, Stan, Wendy	2/4/19	STIPULATED	2/19/19
15	Todd Jaksick	7/16/13 Agreement and Consent to Proposed Action Co-Trustees of Samuel S. Jaksick Jr. Family Trust	2/4/19	STIPULATED	2/21/19

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
15A	Todd Jaksick	7/1/13 Texts Between Todd, Wendy, and Stan	2/4/19	STIPULATED	2/25/19
15B	Todd Jaksick	7/24/13 (2:23 p.m.) Todd Email to Wendy, Stan	2/4/19	STIPULATED	2/25/19
15C	Todd Jaksick	8/26/13 Affidavit of Wendy	2/4/19	STIPULATED	2/25/19
15D	Todd Jaksick	3/11/14 Wendy, Todd Email String	2/4/19	STIPULATED	2/25/19
15E	Todd Jaksick	3/24/14 (1:30 p.m.) Todd Email to Wendy, Stan	2/4/19	STIPULATED	2/25/19
15F	Todd Jaksick	3/19/14 Texts Between Wendy and Todd	2/4/19	STIPULATED	2/25/19
15G	Todd Jaksick	5/28/14 (2:13 a.m.) Wendy Email to Riley, Stan, Todd, Lexi	2/4/19	STIPULATED	2/25/19
16	Todd Jaksick	7/24/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/20/19
17	Todd Jaksick	8/14/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
18	Todd Jaksick	8/26/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
18A	Todd Jaksick	1/14/14 Todd, Wendy Email String	2/4/19		---
18B	Todd Jaksick	8/22/13 (1:50 p.m.) Wendy Email to Todd	2/4/19		---

Jury Trial Exhibits

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 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
19	Todd Jaksick	1/31/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
19A	Todd Jaksick	2/6/14 Wendy, McQuaid Email String	2/4/19	STIPULATED	---
19B	Todd Jaksick	6/13/12 Note Payable Between Duck Lake Ranch and Sam	2/4/19	STIPULATED	---
19C	Todd Jaksick	8/19/13 Aircraft Appraisal Report	2/4/19		---
19D	Todd Jaksick	1/11/14 Todd, Stan Email String	2/4/19	STIPULATED	---
19E	Todd Jaksick	4/14/14 Wendy Email to McQuaid, Stan, Todd	2/4/19	STIPULATED	---
20	Todd Jaksick	4/15/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
21	Todd Jaksick	8/28/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
22	Todd Jaksick	9/25/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
23	Todd Jaksick	11/13/15 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	NO OBJECTION	2/19/19
23.1	Todd Jaksick	2/26/07 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
23.2	Todd Jaksick	5/29/08 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	---
23.3	Todd Jaksick	3/2/10 Appraisal for 1011 Lakeshore Blvd.	2/4/19	STIPULATED	---
23.4	Todd Jaksick	5/10/10 Letter From Hascheff to Sam	2/4/19	NO OBJECTION	2/19/19
23.5	Todd Jaksick	11/10/10 Real Estate Option Agreement	2/4/19	NO OBJECTION	2/19/19
23.6	Todd Jaksick	2/15/11 Memorandum of Agreement and Option (#3974236)	2/4/19	STIPULATED	2/19/19
23.7	Todd Jaksick	2/17/11 Payment of \$50,000 Option	2/4/19	STIPULATED	2/19/19
23.8	Todd Jaksick	12/5/11 Grant, Bargain and Sale Deed	2/4/19	NO OBJECTION	2/19/19
23.9	Todd Jaksick	1/13/12 Extension of Payment for Option Agreement	2/4/19	STIPULATED	2/19/19
23.10	Todd Jaksick	1/15/12 Rental Management Agreement	2/4/19		---
23.11	Todd Jaksick	3/2/12 Payment of \$50,000 Option Payment	2/4/19	STIPULATED	3/4/19
23.12	Todd Jaksick	3/29/12 Email From Dietz to Stan	2/4/19	STIPULATED	2/20/19
23.13	Todd Jaksick	4/25/12 Exclusive Authorization to Sale to Dietz Tahoe Luxury Properties	2/4/19	STIPULATED	2/20/19

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
23.14	Todd Jaksick	9/11/12 (3:48 p.m.) Email From Dietz to Stan	2/4/19		---
23.15	Todd Jaksick	12/06/12 (10:00 a.m.) Email From Hascheff to Todd	2/4/19	STIPULATED	2/19/19
23.16	Todd Jaksick	12/17/12 Residential Lease	2/4/19	STIPULATED	2/19/19
23.17	Todd Jaksick	12/7/12 General Durable Power of Attorney; Durable Power of Attorney for Health Care Decisions	2/4/19	NO OBJECTION	2/19/19
23.18	Todd Jaksick	12/21//12 Notice of Exercise of Option	2/4/19	STIPULATED	2/19/19
23.19	Todd Jaksick	12/27/12 Letter From Bank of America to Sam	2/4/19	STIPULATED	2/21/19
23.20	Todd Jaksick	12/28/12 Unsecured Promissory Note	2/4/19	NO OBJECTION	2/19/19
23.21	Todd Jaksick	12/28/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/19/19
23.22	Todd Jaksick	1/31/13 Email From Clayton to Todd	2/4/19	STIPULATED	3/4/19
23.23	Todd Jaksick	2/15/13 Rental Management Agreement	2/4/19	STIPULATED	2/27/19
23.24	Todd Jaksick	6/4/13 Todd, Wendy Text Messages C/O: NO REDACTION	2/4/19	STIPULATED	2/25/19
23.25	Todd Jaksick	10/10/13 Stan, Todd Text Message	2/4/19	STIPULATED	3/4/19
23.26	Todd Jaksick	12/26/13 (12:53 p.m.) Email From Stan to Todd	2/4/19	STIPULATED	---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
23.27	Todd Jaksick	1/27/14 (6:05 p.m.) Email From Stan to Todd	2/4/19	STIPULATED	---
23.28	Todd Jaksick	3/6/14-3/7/14 Email String Between Todd, Stan	2/4/19	STIPULATED	---
23.29	Todd Jaksick	5/23/08 Consent and Release Form	2/4/19	STIPULATED	3/4/19
23.30	Todd Jaksick	3/3/14 (4:48 p.m.) Email From Todd to Stan, Wendy, Lexi	2/4/19	STIPULATED	3/4/19
23.31	Todd Jaksick	3/13/14-3/17/14 Email String between Todd, Wendy, Stan, Lexi	2/4/19	STIPULATED	3/4/19
23.32	Todd Jaksick	5/5/14 (10:17 a.m.) Email From Stan to Riley	2/4/19	STIPULATED	3/4/19
23.33	Todd Jaksick	7/14/14 Text Between Stan, Lexi, Wendy	2/4/19	NO OBJECTION	2/25/19
23.34	Todd Jaksick	10/28/14 (2:52 p.m.) Email From Riley to Todd, Stan	2/4/19	STIPULATED	3/4/19
23.35	Todd Jaksick	6/28/15 Email String Between Wendy, Todd	2/4/19	STIPULATED	3/4/19
23.36	Todd Jaksick	11/13/15 (3:38 p.m.) Email From Todd to Stan, Lexi, Wendy, Riley	2/4/19		---
23.37	Todd Jaksick	1/11/16 (1:42 p.m.) Email From Wendy to Todd, Stan	2/4/19	STIPULATED	2/20/19
23.38	Todd Jaksick	1/20/16 (8:52 p.m.) Email From Todd to Wendy	2/4/19	STIPULATED	3/4/19
23.39	Todd Jaksick	4/7/16 Wendy Texts to Todd	2/4/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
23.40	Todd Jaksick	3/22/17 (7:14 p.m.) Email From Todd to Wendy, Stan, Lexi	2/4/19	STIPULATED	---
23.41	Todd Jaksick	5/31/14 Stan, Wendy Texts [redacted version]	2/4/19	OBJECTION OVERRULED	2/25/19
23.42	Todd Jaksick	Handwritten Note From Sam	2/4/19	STIPULATED	2/25/19
23.43	Todd Jaksick	1/6/14 Wendy, Todd Texts	2/4/19		---
23.44	Todd Jaksick	1/18/14 Todd, Wendy Texts (no date)	2/4/19		---
23.45	Todd Jaksick	12/1/17 (7:39 a.m.) Email From Wendy to Todd, Lexi, Stan	2/4/19	STIPULATED	2/25/19
23.46	Todd Jaksick	1/5/16 Wendy, Lexi, Stan Texts	2/4/19	OBJECTION OVERRULED	2/25/19
24	Todd Jaksick	11/18/15 Consent to Incline TSS Amended and Restated Operating Agreement	2/4/19	STIPULATED	3/4/19
25	Todd Jaksick	5/25/18 Respondent Wendy A. Jaksick's Objections for First Set of Interrogatories	2/4/19		---
26	Todd Jaksick	4/24/18 Respondent Wendy A. Jaksick's First Supplemental Disclosure of Witnesses and Documents	2/4/19		---
27		INTENTIONALLY BLANK			
27A	Todd Jaksick	6/26/97 Letter From William Sanford	2/4/19		---

Jury Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
27B	Todd Jaksick	Documents Docket for Wendy Case No 427-F99	2/4/19		---
27C	Todd Jaksick	4/19/00 Judgment by Default for Lee Bros. Leasing	2/4/19		---
27D	Todd Jaksick	9/29/00 Abstract of Judgment for National Business Factors	2/4/19		---
27E	Todd Jaksick	3/13/01 Judgment for Poncia and Martinelli	2/4/19		---
27F	Todd Jaksick	12/6/00 Order/Judgment for Dorostkar	2/4/19	WENDY WITHDREW PRETRIAL MIL	
27G	Todd Jaksick	6/10/04 Default Judgment for Unifund CCR	2/4/19		---
27H	Todd Jaksick	6/23/04 Shasta County Court Docket People v. Wendy	2/4/19		---
27I	Todd Jaksick	9/22/03 Reno Police Department Crime and Incident Report From Gwen Jaksick	2/4/19		---
27J	Todd Jaksick	9/19/05 Letter of Understanding From Sam to Wendy	2/4/19	STIPULATED	2/25/19
27K	Todd Jaksick	7/29/04 Letter From Scott Freeman to Todd	2/4/19		---
27L	Todd Jaksick	9/27/05 Default Judgment for Scott Freeman	2/4/19		---
27M	Todd Jaksick	1/20/06 Abstract of Judgment for Margaret Henderson	2/4/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
27N	Todd Jaksick	4/4/07 Letter From John Fowler	2/4/19		---
27O	Todd Jaksick	4/10/07 UCC Filing Acknowledgment	2/4/19		---
27P	Todd Jaksick	8/4/07 Washoe County Jail Inmate Release Information Form	2/4/19		---
27Q	Todd Jaksick	5/22/12 Judgment by Default for Debbie Miller	2/4/19		---
27R	Todd Jaksick	11/4/14 Clayton Text	2/4/19		---
27S	Todd Jaksick	9/22/16 Docket Printout From Collin County, TX for Divorce	2/4/19		---
28	Todd Jaksick	6/30/16 Dwiggin's Email to Wendy	2/4/19	STIPULATED	---
29	Todd Jaksick	7/7/16 Wendy Promissory Note to Stan	2/4/19	STIPULATED	---
30	Todd Jaksick	6/20/17 (8:08 a.m.) Stan Email to LeGoy, McQuaid, Lattin, Todd, Kimmel	2/4/19	STIPULATED	---
31	Todd Jaksick	6/30/17 Todd, Stan, Kimmel, Riley Email String	2/4/19	STIPULATED	---
32	Todd Jaksick	7/28/17 (4:19 p.m.) Stan Email to McQuaid, Kimmel, Todd, Riley, Lattin, LeGoy	2/4/19	STIPULATED	2/21/19
33	Todd Jaksick	7/29/17 (10:39 a.m.) LeGoy Email to Stan	2/4/19	STIPULATED	3/4/19

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
34	Todd Jaksick	8/1/17 (2:27 p.m.) LeGoy Email to Stan, Todd, Kimmel, Riley, McQuaid, Lattin	2/4/19	STIPULATED	---
35	Todd Jaksick	8/2/17-8/14/17 Email String Between Stan, LeGoy, Kimmel, Riley, McQuaid, Lattin	2/4/19	STIPULATED	---
36	Todd Jaksick	11/2/17 (4:37 p.m.) Stan Email to Riley, Todd, Kimmel	2/4/19	STIPULATED	3/4/19
37	Todd Jaksick	11/29/17 Email String Between Todd, Kimmel, Stan, Riley	2/4/19	STIPULATED	---
38	Todd Jaksick	12/14/17 Email String Between Kimmel, Stan, LeGoy, Todd, McQuaid, Lattin, Riley	2/4/19	STIPULATED	2/20/19
39	Todd Jaksick	8/11/16 Email String Between Wendy and Dwiggin's	2/4/19	STIPULATED	---
40	Todd Jaksick	9/20/16 Email String Between Wendy and Dwiggin	2/4/19	STIPULATED	---
41	Todd Jaksick	7/4/16 (6:06 p.m.) Dwiggin's Email to Wendy	2/4/19	STIPULATED	---
42	Todd Jaksick	9/19/17 Email From Whelan to Wendy and Stan	2/4/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
43	Todd Jaksick	10/22/13 Email From Clayton to McQuaid, LeGoy, Riley, Stan, Todd	2/4/19	STIPULATED	---
44	Todd Jaksick	8/8/13 Email From LeGoy to Clayton, Todd, Stan, Riley	2/4/19	STIPULATED	2/21/19
45	Todd Jaksick	(List To Be Provided By Stan)	2/4/19		---
46	Todd Jaksick	2/27/07 Grant, Bargain, and Sale Deed	2/4/19		---
47	Todd Jaksick	5/29/08 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	---
48	Todd Jaksick	Stan, Lisa TPO Docket Sheet	2/4/19		---
49	Todd Jaksick	Stan, Lisa Divorce Docket Sheet	2/4/19	STIPULATED	---
50	Todd Jaksick	2/23/12 Notice of Assignment of Option to Purchase Concerning Real Property	2/4/19	STIPULATED	3/4/19
51	Todd Jaksick	6/7/12 Amended Notice of Assignment of Option to Purchase	2/4/19	NO OBJECTION	2/19/19
52	Todd Jaksick	6/1/12 Memo From Hascheff to Todd, Riley	2/4/19	STIPULATED	2/25/19
53	Todd Jaksick	3/3/14 Email String Between Todd and Stan	2/4/19	STIPULATED	---
54	Todd Jaksick	3/3/14 Consent and Release to Bank of America	2/4/19	STIPULATED	3/4/19
55	Todd Jaksick	7/24/14 Text From Stan	2/4/19	STIPULATED	---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

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56	Todd Jaksick	6/5/14 Email From Wendy to Todd	2/4/19	STIPULATED	3/4/19
57	Todd Jaksick	5/28/14 Email String Between Riley, Wendy, Stan, Todd, Lexi	2/4/19	STIPULATED	3/4/19
58	Todd Jaksick	4/6/15 Summary Appraisal	2/4/19		---
59	Todd Jaksick	11/13/15 Consent to Incline TSS Operating Agreement	2/4/19	STIPULATED	3/4/19
60	Todd Jaksick	10/28/14-11/03/14 Email String Between Riley, Todd, Sta	2/4/19	STIPULATED	3/4/19
61	Todd Jaksick	11/13/15 Secured Promissory Note	2/4/19	NO OBJECTION	2/20/19
62	Todd Jaksick	11/13/15 Pledge and Security Agreement	2/4/19	STIPULATED	3/4/19
63	Todd Jaksick	2/25/16 Email String Between Todd, Stan	2/4/19	STIPULATED	3/4/19
64	Todd Jaksick	11/13/15 Contribution and Issuance Agreement	2/4/19	NO OBJECTION	2/20/19
65	Todd Jaksick	2/14/17 (12:43 p.m.) Email From Todd to Stan	2/4/19	STIPULATED	3/4/19
66	Todd Jaksick	8/28/16 (8:54 p.m.) Email From Todd to Riley, Stan	2/4/19	STIPULATED	3/4/19
67	Todd Jaksick	2/28/17 (6:48 p.m.) Email From Todd to Stan	2/4/19	STIPULATED	2/20/19
68	Todd Jaksick	3/3/17 Email String Between Kreitlein, Stan, Todd	2/4/19	STIPULATED	---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
69	Todd Jaksick	5/19/17 Letter From Kreitlin to Palmer	2/4/19	STIPULATED	---
70	Todd Jaksick	8/31/17-9/6/17 Email String Between Stan, Todd	2/4/19	STIPULATED	---
71	Todd Jaksick	Schedule A Property	2/4/19	STIPULATED	3/4/19
72	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/21/13-3/31/14	2/4/19	STIPULATED	2/20/19
73	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/1/14-3/31/15	2/4/19	STIPULATED	2/20/19
74	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/1/15-3/31/16	2/4/19	STIPULATED	2/20/19
75	Todd Jaksick	4/12/16 Email String Between Wendy, Riley, Lexi	2/4/19	STIPULATED	2/20/19
76	Todd Jaksick	1/25/17 (12:17 p.m.) Email From Riley to McQuaid	2/4/19	STIPULATED	2/21/19
77	Todd Jaksick	8/11/16 Order Waiving Supplemental Inventory and Accounting for Final Distribution of the Estate	2/4/19	STIPULATED	---
78	Todd Jaksick	9/19/05 Montreux Letter of Understanding	2/4/19	STIPULATED	---
79	Todd Jaksick	7/6/16 (6:58 p.m.) Email From Wendy to Stan	2/4/19	STIPULATED	2/26/19
80	Todd Jaksick	1/11/16 (12:59 p.m.) Email From Wendy to Stan	2/4/19	STIPULATED	2/26/19

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
81	Todd Jaksick	2/16/18-2/21/18 Email String Between Kimmel, Stan, Todd	2/4/19	STIPULATED	2/21/19
82	Todd Jaksick	1/27/17 Letter From Lattin to Dwiggin	2/4/19	STIPULATED	---
83	Todd Jaksick	7/24/17 (12:07 p.m.) Email From Wendy to Stan	2/4/19	STIPULATED	---
84	Todd Jaksick	7/26/17 (1:07 p.m.) Email From Wendy to Stan	2/4/19	STIPULATED	---
85	Todd Jaksick	1/8/16 Email From Wendy to Riley, Lexi, Stan	2/4/19	STIPULATED	---
86	Todd Jaksick	7/20/17 (4:20 p.m.) Email From Wendy to Riley	2/4/19	STIPULATED	---
87	Todd Jaksick	12/20/14 (12:36 a.m.) Email From Wendy to Todd, Stan, Lexi	2/4/19		---
88	Todd Jaksick	12/26/12 Various Emails Between Hascheff, Riley	2/4/19	STIPULATED	---
89	Todd Jaksick	Incline TSS/SSJ Cash Flow Data and Amortization Schedule	2/4/19	NO OBJECTION	2/19/19
90	Todd Jaksick	Jaksick Entities Chart	2/4/19	STIPULATED	2/21/19
91	Todd Jaksick	5/28/14 (12:03 p.m.) Riley Email to Wendy, Stan, Todd, Lexi	2/4/19	STIPULATED	---
92	Todd Jaksick	5/28/14 (2:12 a.m.) Wendy Email to Todd	2/4/19	STIPULATED	---
93	Todd Jaksick	7/25/16 (5:48 p.m.) Riley Email to Todd	2/4/19	STIPULATED	---

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
94	Todd Jaksick	6/27/18 Todd's Response to Wendy's First Request for Production of Documents	2/4/19		---
95	Todd Jaksick	Financial Statements for Wendy Jaksick 4/21/13-12/31/16	2/4/19	NO OBJECTION	2/21/19
96	Todd Jaksick	11/15/11 SSJ, LLC Articles of Organization and Operating Agreement	2/4/19	NO OBJECTION	2/19/19
97	Todd Jaksick	6/4/18 Todd's Amended Notice of Taking Depositions of Jaksick Family LLC	2/4/19		---
97A	Todd Jaksick	7/31/18 Todd's Second Amended Notice of Taking Depositions of Jaksick Family, LLC	2/4/19		---
98	Todd Jaksick	8/30/18 Todd's Subpoena Duces Tecum Jaksick Family, LLC	2/4/19		---
99	Todd Jaksick	8/23/18 Jaksick Family, LLC Objections to Subpoena Duces Tecum	2/4/19		---
100	Todd Jaksick	Montreux Golf Club Ltd.'s Entity Chart	2/4/19	STIPULATED	---
101	Todd Jaksick	7/31/18 Todd's Second Amended Notice of Taking Deposition of Toiyabe Investment	2/4/19		---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
102	Todd Jaksick	8/30/18 Todd's Subpoena Duces Tecum Toiyabe Investment Co.	2/4/19		---
103	Todd Jaksick	8/23/18 Toiyabe Objection to Subpoena Duces Tecum	2/4/19		---
104	Todd Jaksick	Toiyabe Working Trial Balance	2/4/19	STIPULATED	---
105	Todd Jaksick	Montreux Development Group, LLC Entity Chart	2/4/19	STIPULATED	---
106	Todd Jaksick	6/25/90 Articles of Incorporation of Toiyabe Investment Co.	2/4/19	STIPULATED	---
107	Todd Jaksick	6/90 By-Laws of Toiyabe Investment Co.	2/4/19	STIPULATED	---
108	Todd Jaksick	Excerpts From Videotaped Deposition of Wendy Jaksick (Vol 1)	2/4/19		---
109	Todd Jaksick	Excerpts From Videotaped Deposition of Wendy Jaksick (Vol III)	2/4/19		---
110	Todd Jaksick	Letter From David Jamieson to "Whom It May Concern" (no date)	2/4/19		---
111	Todd Jaksick	2/28/18 Email String Between Stan and Wendy	2/4/19	STIPULATED	2/21/19
112	Todd Jaksick	4/21/16 Option and Purchase Agreement – Sky-Out and Bright Holland	2/4/19		---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
113	Todd Jaksick	3/13/09 Quit Claim Deed (#3738685)	2/4/19	STIPULATED	---
114	Todd Jaksick	5/11/07 Letter to Clayton From Hascheff	2/4/19	STIPULATED	2/20/19
115	Todd Jaksick	9/16/10 Operating Agreement of Incline TSS, Ltd.	2/4/19	NO OBJECTION	2/28/19
116	Todd Jaksick	9/14/12 Memorandum to the File From Hascheff	2/4/19		---
117	Todd Jaksick	9/9/12 Letter to U.S. Bank Trust From Hascheff	2/4/19		---
118	Todd Jaksick	12/4/12 Water Rights Deed – Lake Ridge and Jaksick Family, LLC.	2/4/19	STIPULATED	2/28/19
119	Todd Jaksick	12/28/12 Water Rights Deed – Lakeridge Golf Course and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19
120	Todd Jaksick	12/28/12 Water Rights Deed – Lakeridge, Inc. and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19
121	Todd Jaksick	12/28/12 Water Rights Deed – Sam, Thelma Estate and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19
122	Todd Jaksick	12/28/12 Water Rights Deed – Samuel Stan, Jr. and Thelma Jaksick	2/4/19	STIPULATED	2/28/19
123	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224431)	2/4/19	STIPULATED	2/21/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
124	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224433)	2/4/19	STIPULATED	2/21/19
125	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224432)	2/4/19	STIPULATED	2/21/19
126	Todd Jaksick	Samuel Jaksick Jr. Family Trust Financial Statements 4/1/16-12/31/17	2/4/19	STIPULATED	2/20/19
127	Todd Jaksick	7/30/12 Indemnification Agreement	2/4/19	STIPULATED	---
128	Todd Jaksick	3/20/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/28/19
129	Todd Jaksick	SSJ's Issue Trust Financial Statement 4/21/13-12/31/13	2/4/19	NO OBJECTION	2/21/19
130	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/14-12/31/14	2/4/19	NO OBJECTION	2/21/19
131	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/15-12/31/15	2/4/19	NO OBJECTION	2/21/19
132	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/16-12/31/16	2/4/19	NO OBJECTION	2/21/19
133	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/17-12/31/17	2/4/19	STIPULATED	2/28/19
134	Todd Jaksick	1/27/17 (11:27 a.m.) Email From Riley to Stan, Todd, Kimmel, LeGoy, McQuaid	2/4/19	STIPULATED	---
135	Todd Jaksick	Sam Jaksick Estate Tax Return – 2012	2/4/19	STIPULATED	---
136	Todd Jaksick	Incline TSS Balance Sheets 2014-2016	2/4/19	STIPULATED	---

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137	Todd Jaksick	Incline TSS Working Trial Balance 2013-2016	2/4/19	STIPULATED	---
138	Todd Jaksick	Sam Jaksick Gift Tax Return 2012	2/4/19	STIPULATED	---
139	Todd Jaksick	3/13/14 (4:48 p.m.) Email From Todd to Stan, Wendy, Lexi	2/4/19	STIPULATED	---
140	Todd Jaksick	12/9/16 Closing Disclosure for Lake House	2/4/19	STIPULATED	---
141	Todd Jaksick	12/8/16 Ticor Final Settlement Statement for Lake House	2/4/19	STIPULATED	---
142	Todd Jaksick	Declaration of Gift 2011 46%	2/4/19	STIPULATED	---
143	Todd Jaksick	Declaration of Gift 2011 3%	2/4/19	STIPULATED	---
144	Todd Jaksick	12/15/11 Duck Lake Ranch Appraisal-46% Interest	2/4/19	STIPULATED	---
145	Todd Jaksick	8/1/11 Duck Lake Ranch Appraisal-3% Interest	2/4/19	STIPULATED	---
146	Todd Jaksick	Incline TSS 2018 Budget Forecast	2/4/19	STIPULATED	---
147	Todd Jaksick	5/3/12 Grand, Bargain and Sale Deed	2/4/19	STIPULATED	---
148	Todd Jaksick	10/31/18 Washoe County Real Property Assessment Data	2/4/19	STIPULATED	---
149	Todd Jaksick	49 Mountain Trust Agreement	2/4/19	STIPULATED	---

Jury Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.
 RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.
 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
150	Todd Jaksick	10/12/18 Todd's Petition for Reconveyance of Trust Assets	2/4/19	OBJECTION SUSTAINED	---
151	Todd Jaksick	7/27/17 Letter From Lattin to Wendy	2/4/19	STIPULATED	2/21/19
152	Todd Jaksick	3/15/17 Todd Letter to LeGoy, McQuaid	2/4/19	STIPULATED	---
153	Todd Jaksick	11/30/05 Third Amendment to and Complete Restatement of Samuel Stan Jr. Family Trust Agreement	2/4/19	STIPULATED	---
153A	Todd Jaksick	11/30/05 Third Amendment to and Complete Restatement of Samuel Stan Jr. Family Trust Agreement	2/4/19	STIPULATED	2/25/19
154	Todd Jaksick	3/14/11 Fourth Amendment to Samuel Stan, Jr. Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
155	Todd Jaksick	4/27/12 Fifth Amendment to the Samuel Stan, Jr Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
156	Todd Jaksick	9/24/18 Supplement to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court (Family Trust)	2/4/19	OBJECTION SUSTAINED	---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
157	Todd Jaksick	9/20/18 Supplement to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court (Issue Trust)	2/4/19	OBJECTION SUSTAINED	---
158	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224430	2/4/19	STIPULATED	2/28/19
159	Todd Jaksick	4/9/13 Declaration of Value	2/4/19	STIPULATED	2/21/19
160	Todd Jaksick	4/11/17 Notice of Document Filed in Error	2/4/19	STIPULATED	2/28/19
160A	Todd Jaksick	4/11/17 Correction Water Rights Deed (#4694577)	2/4/19	STIPULATED	2/28/19
160B	Todd Jaksick	4/11/17 Correction Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/28/19
161	Todd Jaksick	11/18/09 Email From Clayton to Riley, Hascheff	2/4/19	STIPULATED	2/28/19
162	Todd Jaksick	11/23/09 Email From Clayton to Hascheff	2/4/19	STIPULATED	2/28/19
163	Todd Jaksick	11/24/09 Certificate of LLC Membership Interest Sammy Super Cub LLC	2/4/19	STIPULATED	---
164	Todd Jaksick	2/19/13 Email From Hascheff to Clayton	2/4/19	STIPULATED	2/21/19
165	Todd Jaksick	9/3/08 Certificate of Trust Existence and Authority	2/4/19	STIPULATED	2/28/19
166	Todd Jaksick	Term Sheet Eco2 Forest, Inc.	2/4/19	STIPULATED	2/21/19
167	Todd Jaksick	2/17/10 Project Summary	2/4/19	STIPULATED	2/21/19

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
168	Todd Jaksick	7/25/16 Wendy, Riley Email String	2/4/19	STIPULATED	2/21/19
169	Todd Jaksick	7/25/16 Wendy, Riley Email String	2/4/19	STIPULATED	2/21/19
170	Todd Jaksick	7/31/13 Riley Affidavit	2/4/19	STIPULATED	2/28/19
171	Todd Jaksick	7/17/14 Riley Affidavit	2/4/19	STIPULATED	2/28/19
172	Todd Jaksick	2014 Incline TSS Ltd Tax Return	2/4/19	STIPULATED	---
173	Todd Jaksick	1/1/08 Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
174	Todd Jaksick	10/18/18 Todd B. Jaksick's Fifth Supplemental Disclosures	2/4/19	STIPULATED	---
175	Todd Jaksick	12/17/18 Campagna Expert Report	2/4/19	STIPULATED	---
176	Todd Jaksick	12/07 ALCPA Practice Guide for Fiduciary Accounting	2/4/19	STIPULATED	---
177	Todd Jaksick	NRS 165.1207	2/4/19		---
178	Todd Jaksick	NRS 165.1214	2/4/19		---
179	Todd Jaksick	NRS 165.135	2/4/19		---
180	Todd Jaksick	4/1/16-12/13/17 Samuel S. Jaksick Jr. Family Trust Financial Statements	2/4/19	STIPULATED	2/28/19
181	Todd Jaksick	Engagement Letter (to be provided)	2/4/19		---
182	Todd Jaksick	AR-C Section 80	2/4/19	STIPULATED	---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
183	Todd Jaksick	12/17/18 Expert Report of Gary Stolbach, Attorney	2/4/19	STIPULATED	---
184	Todd Jaksick	1/7/19 Wendy's Biography	2/4/19		---
185	Todd Jaksick	9/3/14 Letter from LeGoy to Wendy	2/4/19	STIPULATED	---
186	Todd Jaksick	10/15/14 Letter from LeGoy to Brett Buckingham, Investigator, Gaming Division	2/4/19	STIPULATED	---
187	Todd Jaksick	10/27/14 Letter from LeGoy to Stan	2/4/19	STIPULATED	---
188	Todd Jaksick	6/1/17 Letter from LeGoy to Wendy, Joshua Hood	2/4/19	STIPULATED	---
189	Todd Jaksick	8/23/06 Certification of the Samuel S. Jaksick Jr Family Trust	2/4/19	STIPULATED	2/25/19
190	Todd Jaksick	9/3/08 Certificate of Trust Existence and Authority	2/4/19	STIPULATED	2/25/19
191	Todd Jaksick	10/11/13 Letter from Janene Jaksick to Estate of Samuel S. Jaksick Jr.	2/4/19	STIPULATED	2/28/19
192	Todd Jaksick	6/4/13 Letter from Soraya Aguirre to LeGoy	2/4/19	STIPULATED	---
193	Todd Jaksick	Consent to Conveyance of Real Property in Compromise of Secured Claims and Waiver of Notice of Proposed Action	2/4/19	STIPULATED	---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
194	Todd Jaksick	(8/29/14) Loan Termination Agreement (Draft)	2/4/19	STIPULATED	---
195	Todd Jaksick	1/14/16 Assignment of Shares of Stock Separate from Certificate	2/4/19	STIPULATED	2/28/19
196	Todd Jaksick	8/8/13 List of Creditors for Samuel S. Jaksick	2/4/19	STIPULATED	---
197	Todd Jaksick	7/20/18 Letter from Zachary Johnson to Clayton	2/4/19	STIPULATED	2/27/19
198	Todd Jaksick	3/15-5/16 Journal of Notarial Acts	2/4/19	STIPULATED	2/27/19
199	Todd Jaksick	3/4/15 Email from Todd to Riley, McQuaid and Stan	2/4/19	STIPULATED	---
200	Todd Jaksick	12/17/12 Assignment and Declaration of Gift	2/4/19	STIPULATED	2/27/19
201	Todd Jaksick	6/8/13 Grant, Bargain & Sale Deed	2/4/19	STIPULATED	2/27/19
202	Todd Jaksick	12/18/12 Email from Clayton to Hascheff, Todd	2/4/19	STIPULATED	2/21/19
203	Todd Jaksick	8/26/13 Affidavit of Wendy Ann Jaksick	2/4/19	STIPULATED	2/21/19
204	Todd Jaksick	6/4/13 Email from Clayton to McQuaid, Todd	2/4/19	STIPULATED	---
205	Todd Jaksick	7/25/13 Email from Clayton to Riley, LeGoy	2/4/19	STIPULATED	2/21/19
206	Todd Jaksick	5/29/13 Email String between Clayton, Riley	2/4/19	STIPULATED	---

Jury Trial Exhibits

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207	Todd Jaksick	10/14/13 Email from McQuaid to Clayton, Todd, Stan, Riley	2/4/19	STIPULATED	2/20/19
208	Todd Jaksick	NRS 240.075, NRS 240.120 Notary Prohibited Acts	2/4/19	STIPULATED	---
209	Todd Jaksick	Jessica Clayton's Signature of Sam Jaksick2	2/4/19		---
210	Todd Jaksick	12/17/18 Letter from R. Bruce Wallace Jr. to Zachary E. Johnson	2/4/19	STIPULATED	---
211	Todd Jaksick	10/15/13 Email from McQuaid to Clayton, Todd, Stan, Riley, LeGoy	2/4/19	STIPULATED	---
212	Todd Jaksick	3/15/17 (10:55 a.m.) email from Jessica to Todd	2/4/19	STIPULATED	---
213	Todd Jaksick	Samuel Jaksick Jr. Statement of Financial Condition 10/15/10	2/4/19	STIPULATED	2/21/19
214	Todd Jaksick	Samuel Jaksick Jr. Statement of Financial Condition	2/4/19	STIPULATED	2/21/19
215	Todd Jaksick	Hydrographic Abstracts	2/4/19	STIPULATED	2/26/19
216	Todd Jaksick	Division of Water Resources-Mapping & Data re: Buckhorn	2/4/19	STIPULATED	2/26/19
217	Todd Jaksick	Division of Water Resources – Mapping & Data re: Jackrabbitt	2/4/19	STIPULATED	2/26/19

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
218	Todd Jaksick	Division of Water Resources-Mapping & Data re: White Pine Lumber	2/4/19	STIPULATED	2/26/19
219	Todd Jaksick	Division of Water Resources – Mapping & Data re: Home Camp	2/4/19	STIPULATED	2/26/19
220	Todd Jaksick	James Green Report	2/4/19	STIPULATED	2/25/19
221	Todd Jaksick	James Green File [SEPARATE BINDER]	2/4/19	STIPULATED	2/25/19
222	Todd Jaksick	James Green Emails	2/4/19	STIPULATED	---
223	Todd Jaksick	Division of Water Resources – Mapping & Data re: Nevada Pronghorn II	2/4/19	STIPULATED	2/21/19
224	Todd Jaksick	Division of Water Resources – Mapping & Data re: Bright Holland	2/4/19	STIPULATED	2/21/19
225	Todd Jaksick	Division of Water Resources – Mapping & Data re: Duck Lake Ranch	2/4/19	STIPULATED	2/21/19
226	Todd Jaksick	Division of Water Resources – Mapping & Data re; Duck Lake Ranch	2/4/19	STIPULATED	2/21/19
227	Todd Jaksick	Division of Water Resources – Mapping & Data re: SSJ Issue Trust & TBJ Issue Trust & TBJ SC Trust	2/4/19	STIPULATED	2/21/19

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
228	Todd Jaksick	Division of Water Resources Mapping & Data re: Barker-Coleman; Sam & Thelma Jaksick	2/4/19	STIPULATED	2/21/19
229	Todd Jaksick	Division of Water Resources – Mapping & Data re: Spruce Monarch	2/4/19	STIPULATED	2/21/19
230	Todd Jaksick	6/2/13 Palmer Letter to Eshelman	2/4/19	STIPULATED	2/21/19
231	Todd Jaksick	5/7/13-5/22/13 Palmer, West, Todd Email String	2/4/19	STIPULATED	2/21/19
232		INTENTIONALLY BLANK			
233	Todd Jaksick	2/13/17 Letter from American Ag Credit to Sam, Todd	2/4/19	STIPULATED	---
234	Todd Jaksick	7/7/16 Letter from American Ag Credit to Bright Holland	2/4/19	STIPULATED	---
235	Todd Jaksick	12/5/12 Agreement Between Duck Lake Ranch and White Pine Lumber	2/4/19	STIPULATED	---
236	Todd Jaksick	10/18/17 Seller's Settlement Statement	2/4/19	STIPULATED	---
237	Todd Jaksick	2017 IRS Substitute Form; 1099-S 9/6/16 Stan Email to Riley	2/4/19	STIPULATED	---
238	Todd Jaksick	9/6/16-9/7/16 Stan, Riley Email String	2/4/19	STIPULATED	---
239	Todd Jaksick	Photograph of Car	2/4/19	STIPULATED	2/21/19

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
240	Todd Jaksick	3/1/17 Samuel Jaksick Jr. Family Trust Settlements of Family Trust Obligations	2/4/19	STIPULATED	---
241	Todd Jaksick	8/23/16 Todd, Stan Email String	2/4/19	STIPULATED	---
242	Stanley Jaksick	Email correspondence between Stan Jaksick, Todd Jaksick, Lexi Smrt and Wendy Jaksick re: Christmas and Tahoe dated 12/01/2017	2/4/19	STIPULATED	2/26/19
243	Stanley Jaksick	Email correspondence between Todd Jaksick, Stan Jaksick, Kevin Riley and Michael Kimmel re: Invoice from Sam Trust dated 09/22/17	2/4/19	STIPULATED	2/20/19
244	Stanley Jaksick	Email correspondence between Stan Jaksick, Todd Jaksick, Michael Kimmel and Kevin Riley re: Meeting notes 11/29/17 dated 12/05/17	2/4/19	STIPULATED	2/26/19
245	Stanley Jaksick	Email correspondence between Kevin Riley and Stan Jaksick re: Question dated 09/06/16	2/4/19	STIPULATED	---
246	Stanley Jaksick	Email correspondence between Stan Jaksick and Todd Jaksick re: Super Cub dated 01/11/14	2/4/19	STIPULATED	2/26/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
247		INTENTIONALLY BLANK			
248		INTENTIONALLY BLANK			
249		INTENTIONALLY BLANK			
250	Todd Jaksick	3/17/14 Closing Documents, Refinance 2014	2/4/19	STIPULATED	---
250A	Todd Jaksick	3/17/14 Balance Statement	2/4/19		---
250B	Todd Jaksick	3/13/14 Borrower's Loan Escrow Instructions	2/4/19		---
250C	Todd Jaksick	3/14/14 Settlement Statement	2/4/19		---
250D	Todd Jaksick	3/17/14 Deed of Trust	2/4/19		---
250E	Todd Jaksick	3/14/14 Adjustable Rate Note	2/4/19		---
250F	Todd Jaksick	3/14/14 Continuing and Unconditional Guaranty	2/4/19		---
250G	Todd Jaksick	3/14/14 Continuing and Unconditional Guaranty	2/4/19		---
251	Todd Jaksick	12/5/16 Closing Disclosure	2/4/19		---
251A	Todd Jaksick	12/9/16 Settlement Statement (Estimated)	2/4/19		---
251B	Todd Jaksick	12/16/16 Escrow Instruction	2/4/19		---
251C	Todd Jaksick	Updated Preliminary Title Report	2/4/19		---
252	Todd Jaksick	1/14/13 10:23 a.m. Email From Brenda Webb to Jennifer Tahoe Luxury Properties	2/4/19		---
253	Todd Jaksick	10/8/13 Stan and Lisa Jaksick Divorce Decree	2/4/19		---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
254	Todd Jaksick	4/24/13 12:20 pm Email From Bill Dietz to Stan Jaksick	2/4/19		---
255	Todd Jaksick	5/30/13 Email String Between Clayton, Todd, LeGoy	2/4/19		---
256	Todd Jaksick	6/3/13 Email String Todd, LeGoy, Riley, Clayton	2/4/19		---
257	Todd Jaksick	11/17/16 William Kimmel Letter; Appraisal	2/4/19		---
258	Todd Jaksick	10/3/13 Bank of America Creditor's Claim	2/4/19	STIPULATED	2/20/19
259	Todd Jaksick	10/3/14 Text From Wendy	2/4/19		---
260	Todd Jaksick	2/15/14 (1:12 p.m.) Email Riley to Todd	2/4/19		---
261	Todd Jaksick	2/27/14 (12:50 p.m.) Email From Todd to Stan	2/4/19		---
262	Todd Jaksick	7/5/13 (10:30 a.m.) Todd email to Riley (cc: Stan)	2/4/19		---
263	Todd Jaksick	4/18/18 Wendy, Stan Email String	2/4/19		---
264	Todd Jaksick	3/17/14 Amended Operating Agreement Incline TSS	2/4/19	NO OBJECTION	2/28/19
265	Todd Jaksick	3/15/14 New Partnership Structure	2/4/19		---
266	Todd Jaksick	TSS/SSJ Note Payable Schedule	2/4/19		---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
267	Todd Jaksick	11/10/14 Wendy Text & Emails	2/4/19		---
268	Todd Jaksick	11/14/15 Stan text to Todd	2/4/19		---
269	Todd Jaksick	4/17/14 (9:02 a.m.) Text From Wendy to Todd	2/4/19		---
270	Todd Jaksick	5/21/14 (8:17 a.m.) Email From Wendy to Todd & Stan	2/4/19		---
271	Todd Jaksick	9/2/14 (8:20 p.m.) Email From Todd to Stan	2/4/19		---
272	Todd Jaksick	10/13/14 (3:40 p.m.) Email between Todd & Stan	2/4/19		---
273	Todd Jaksick	1/14/15 (1:37 p.m.) Email From Stan to Todd	2/4/19		---
274	Todd Jaksick	1/22/15 (12:45 p.m.) Email From Stan to LeGoy	2/4/19		---
275	Todd Jaksick	1/30/15 Note Payable between Stan & Incline TSS	2/4/19		---
276	Todd Jaksick	7/7/15 (5:45 p.m.) Email From Wendy to Riley	2/4/19		---
277	Todd Jaksick	SSJ Trust Financial Statements 2014	2/4/19		---
278	Todd Jaksick	11/13/15 Text From Todd to Stan	2/4/19		---
279	Todd Jaksick	Certificate of LLC Membership-Incline TSS Ltd	2/4/19		---
280	Todd Jaksick	1/12/16 (11:37 a.m.) Email From Wendy to Todd& Stan	2/4/19		---

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
281	Todd Jaksick	1/26/16 (6:06 p.m.) Email from Stan to Todd	2/4/19		---
282	Todd Jaksick	5/31/16 Email String Between Stan, Todd	2/4/19		---
283	Todd Jaksick	9/6/16 (8:41 a.m.) Email From Todd to Stan and Riley	2/4/19		---
284	Todd Jaksick	9/29/16 (6:06 p.m.) Email From Todd to Stan, Riley	2/4/19		---
285	Todd Jaksick	12/09/16 Guarantee	2/4/19		---
286	Todd Jaksick	4/15/18 11:09 p.m. Email from Danyarop LLC to Acumen Finance (cc: Wendy)	2/4/19		---
287	Todd Jaksick	2/28/17 (7:55 p.m.) Email From Stan to Todd	2/4/19		---
288	Todd Jaksick	3/13/17 (11:20 p.m.) Email From Todd to Stan	2/4/19		---
289	Todd Jaksick	3/15/17 (11:23 a.m.) Email From Stan to Todd	2/4/19		---
290	Todd Jaksick	3/23/17 (3:06 p.m.) Email From Todd to Stan	2/4/19		---
291	Todd Jaksick	3/24/17 (9:34 a.m.) Wendy Email to Stan and Todd	2/4/19		---
292	Todd Jaksick	3/25/17 (12:13 p.m.) Email From Wendy to Lexi, Todd, Stan	2/4/19		---
293	Todd Jaksick	4/7/17 (1:19 p.m.) Email From Todd to Wendy, Lexi & Stan	2/4/19		---

Jury Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.
 RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.
 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
294	Todd Jaksick	7/11/17 (12:34 p.m.) Email From Stan to Todd	2/4/19		---
295	Todd Jaksick	9/27/17 (11:22 a.m.) Email From Stan to Todd	2/4/19		---
296	Todd Jaksick	8/15/13 Email from Clayton to Riley, Todd, Stan	2/4/19		---
297	Todd Jaksick	8/15/13 (1:28 p.m.) Email From Clayton to Riley	2/4/19		---
298	Todd Jaksick	10/21/13 Todd's Creditor Claim	2/4/19	STIPULATED	2/20/19
299	Todd Jaksick	1/20/16 (8:52 p.m.) Email From Todd to Wendy	2/4/19		---
300	Todd Jaksick	6/2017 Capital Call Request	2/4/19		---
301	Todd Jaksick	12/18/12 (12:21 p.m.) Email from Clayton to Hascheff, Todd	2/4/19		---
302	Todd Jaksick	6/5/14 (9:32 a.m.) Wendy Email to Todd	2/4/19		---
303	Todd Jaksick	6/6/13 Text from Wendy to Todd	2/4/19		---
304	Todd Jaksick	7/5/13 (10:31 a.m.) Email from Todd to Riley, Stan	2/4/19		---
305	Todd Jaksick	7/30/14 & 7/31/14 Todd emails to Wendy	2/4/19		---
306	Todd Jaksick	11/18/14 (8:13 a.m.) Wendy Email to Todd, Stan, Lexi, Riley	2/4/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
307	Todd Jaksick	Photo of Samuel S. Jaksick, Jr.	2/13/19		---
308	Todd Jaksick	Sam's Intent diagram	2/13/19		---
309	Todd Jaksick	Chart of Entities Owned by Trust in April of 2013/ACPAs	2/13/19	DEMO PURPOSE ONLY	DEMO PURPOSE ONLY
310	Todd Jaksick	Samuel S. Jaksick, Jr. Family Trust 4/21/13	2/13/19		---
310A	Todd Jaksick	Samuel S. Jaksick, Jr. Family Trust 2/4/19	2/13/19		---
311	Todd Jaksick	SUMMARY OF PERSONAL GUARANTEES	2/13/19		---
312	Todd Jaksick	LIST OF ENTITIES IN WHICH TRUST HAS OWNERSHIP INTEREST PRESENTLY]	2/13/19		---
313	Todd Jaksick	Tahoe Timeline	2/13/19		---
313A	Todd Jaksick	Tahoe Timeline	2/13/19		---
313B	Todd Jaksick	Lake Tahoe House	2/13/19		---
314	Todd Jaksick	LIST OF AND CHRONOLOGY OF TRUSTEES	2/13/19		---
315	Todd Jaksick	Wendy's Advances	2/13/19		---
316	Todd Jaksick	Financial Risk; demonstrative exhibit	2/13/19	NO OBJECTION TO DEMO. PURPOSES ONLY	DEMO. PURPOSE ONLY

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
317	Todd Jaksick	Diagram	2/13/19		---
317A	Todd Jaksick	Diagram	2/13/19		---
317B	Todd Jaksick	Diagram	2/13/19		---
317C	Todd Jaksick	Diagram	2/13/19		---
317D	Todd Jaksick	Diagram	2/13/19		---
317E	Todd Jaksick	Diagram	2/13/19		---
317F	Todd Jaksick	Diagram	2/13/19		---
317G	Todd Jaksick	Diagram	2/13/19		---
317H	Todd Jaksick	Diagram	2/13/19		---
317I	Todd Jaksick	Diagram	2/13/19		---
317J	Todd Jaksick	Diagram	2/13/19		---
317K	Todd Jaksick	Diagram	2/13/19		---
317L	Todd Jaksick	Diagram	2/13/19		---
317M	Todd Jaksick	Diagram	2/13/19		---
317N	Todd Jaksick	Diagram	2/13/19		---
317O	Todd Jaksick	Diagram	2/13/19		---
317P	Todd Jaksick	Diagram	2/13/19		---
318	Todd Jaksick	Photograph(s)	2/4/19		---
318A	Todd Jaksick	Photograph(s)	2/4/19		---
318B	Todd Jaksick	Photograph(s)	2/4/19		---
318C	Todd Jaksick	Photograph(s)	2/4/19		---
318D	Todd Jaksick	Photograph(s)	2/4/19		---
318E	Todd Jaksick	Photograph(s)	2/4/19		---
318F	Todd Jaksick	Photograph(s)	2/4/19		---
318G	Todd Jaksick	Photograph(s)	2/4/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
318H	Todd Jaksick	Photograph(s)	2/4/19		---
318I	Todd Jaksick	Photograph(s)	2/4/19		---
318J	Todd Jaksick	Photograph(s)	2/4/19		---
318K	Todd Jaksick	Photograph(s)	2/4/19		---
318L	Todd Jaksick	Photograph(s)	2/4/19		---
318M	Todd Jaksick	Photograph(s)	2/4/19		---
318N	Todd Jaksick	Photograph(s)	2/4/19		---
318O	Todd Jaksick	Photograph(s)	2/4/19		---
318P	Todd Jaksick	Photograph(s)	2/4/19		---
318Q	Todd Jaksick	Photograph(s)	2/4/19		---
318R	Todd Jaksick	Photograph(s)	2/4/19		---
318S	Todd Jaksick	Photograph(s)	2/4/19		---
318T	Todd Jaksick	Photograph(s)	2/4/19		---
318U	Todd Jaksick	Photograph(s)	2/4/19		---
318V	Todd Jaksick	Photograph(s)	2/4/19		---
318W	Todd Jaksick	Photograph(s)	2/4/19		---
318X	Todd Jaksick	Photograph(s)	2/4/19		---
318Y	Todd Jaksick	Photograph(s)	2/4/19		---
318Z	Todd Jaksick	Photograph(s)	2/4/19		---
318AA	Todd Jaksick	Photograph(s)	2/4/19		---
318BB	Todd Jaksick	Photograph(s)	2/4/19		---
318CC	Todd Jaksick	Photograph(s)	2/4/19		---
318DD	Todd Jaksick	Photograph(s)	2/4/19		---
318EE	Todd Jaksick	Photograph(s)	2/4/19		---
318FF	Todd Jaksick	Photograph(s)	2/4/19	NO OBJECTION	2/22/19

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
318GG	Todd Jaksick	Photograph(s)	2/4/19	NO OBJECTION	2/22/19
318HH	Todd Jaksick	Photograph(s)	2/4/19		---
318II	Todd Jaksick	Photograph(s)	2/4/19		---
318JJ	Todd Jaksick	Photograph(s)	2/4/19		---
318KK	Todd Jaksick	Photograph(s)	2/4/19		---
318LL	Todd Jaksick	Photograph(s)	2/4/19		---
318MM	Todd Jaksick	Photograph(s)	2/4/19		---
318NN	Todd Jaksick	Photograph(s)	2/4/19		---
318OO	Todd Jaksick	Photograph(s)	2/4/19		---
318PP	Todd Jaksick	Photograph(s)	2/4/19		---
318QQ	Todd Jaksick	Photograph(s)	2/4/19		---
319	Todd Jaksick	12/8/14 (4:19 p.m.) Clayton email to Wendy (cc: Todd, Stan)	2/4/19		---
320	Todd Jaksick	12/11/14 (9:57 a.m.) Clayton email to Wendy (cc: Todd, Stan)	2/4/19		---
321	Todd Jaksick	3/11/14 (9:45 a.m.) Email from Wendy to Todd	2/4/19		---
322	Todd Jaksick	12/15/14 (5:01 p.m.) Clayton email to Wendy	2/4/19		---
323	Todd Jaksick	5/28/14 (12:03 p.m.) Email from Riley to Wendy, Stan, Todd, Lexi	2/4/19		---
324	Todd Jaksick	7/7/15 (6:49 p.m.) Email from Riley to Todd, Stan	2/4/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
325	Todd Jaksick	7/25/16 (1:17 p.m.) Email from Riley to Wendy	2/4/19		---
326	Todd Jaksick	7/25/16 (5:27 p.m.) Email from Riley to Wendy, Lexi	2/4/19		---
327	Todd Jaksick	Demonstrative Chart – Professionals Providing Advice to Todd	2/13/19	NO OBJECTION TO DEMO. PURPOSES ONLY	DEMO. PURPOSE ONLY
328	Todd Jaksick	Indemnification agreement chart	2/14/19		---
329		INTENTIONALLY BLANK			
330	Todd Jaksick	Debts and Obligations Schedule re: Samuel S. Jaksick Jr Family Trust, Estate of Samuel L. Jaksick Jr.	2/4/19		---
331	Todd Jaksick	Advances to Wendy	2/13/19	NO OBJECTION	2/27/19
332	Todd Jaksick	The TBJ's Issue Trust Agreement	2/20/19		---
333	Todd Jaksick	The Samuel S. Jaksick, Jr. Family Trust Agreement	2/20/19		---
334 through 399		INTENTIONALLY BLANK			
400	Wendy Jaksick	Sam Jaksick Entities List	2/4/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
401	Wendy Jaksick	Sam's 2012 Income Tax Return	2/4/19		---
402	Wendy Jaksick	Sam's 2013 Income Tax Return	2/4/19		---
403	Wendy Jaksick	SSJ LLC Operating Agreement	2/4/19		---
404	Wendy Jaksick	Home Camp Land and Livestock 2013 Tax Return	2/4/19		---
405	Wendy Jaksick	Home Camp Land and Livestock 2014 Tax Return	2/4/19		---
406	Wendy Jaksick	Security Agreement, Wendy Jaksick as Debtor, Family Trust as Secured Party	2/4/19		---
407	Wendy Jaksick	Family Trust Balance Sheet, March 31, 2016	2/4/19		---
408	Wendy Jaksick	Pioneer Group, Inc Estimated Taming and Amount of Cash Distributions	2/4/19		---
409	Wendy Jaksick	Incline TSS New Partnership Structure #8 – Admission of Stan	2/4/19		---
410	Wendy Jaksick	Note Payable Between TBJ Family Trust and SBJ Family Trust	2/4/19	NO OBJECTION	2/27/19
411	Wendy Jaksick	Capital Call Request – Jackrabbit Properties – June 27, 2017	2/4/19	STIPULATED	2/20/19

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
412	Wendy Jaksick	Capital Call - Jackrabbit Properties – September 27, 2017	2/4/19	STIPULATED	2/20/19
413	Wendy Jaksick	Correspondence Dated December 13, 2017 From Kent Robison to Various Parties, Re: Capital Call Jackrabbit Property, LLC	2/4/19		---
414	Wendy Jaksick	Unsecured Promissory Note – Todd B. Jaksick Borrower, Samuel S. Jaksick Lender – Agreement to Extend	2/4/19	OBJECTION OVERRULED	2/27/19
415	Wendy Jaksick	Todd Jaksick's House	2/4/19		---
416	Wendy Jaksick	Indemnification and Contribution Agreement – BHC Family Trust	2/4/19		---
417	Wendy Jaksick	Pacific Life Insurance Check in the Amount of \$6,032,876.71 and Statement of Claim Payment	2/4/19	NO OBJECTION	2/19/19
418	Wendy Jaksick	August 15, 2016, Solomon Dwiggin Freer	2/4/19	STIPULATED	2/26/19
419	Wendy Jaksick	Incline TSS LTD – Capital Call – March 13, 2017	2/4/19	STIPULATED	2/20/19
420	Wendy Jaksick	Livestock Bill of Sale	2/4/19	STIPULATED	2/21/19
421	Wendy Jaksick	DLR WPR NRCS Closing Funds Distribution – April 17, 2014	2/4/19		---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
422	Wendy Jaksick	Distribution Breakdown 2015 Todd Subtrust	2/4/19		---
423	Wendy Jaksick	2013 Annual Account Statement – Issue Trust	2/4/19		---
424	Wendy Jaksick	2015 Annual Account Statement – Issue Trust	2/4/19		---
425	Wendy Jaksick	Pioneer Group Ownership and Control	2/4/19		---
426	Wendy Jaksick	Closing Statement – Galena Canyon Trial – February 24, 2012	2/4/19		---
427	Wendy Jaksick	Lease Agreement – Home Camp Land & Livestock Co., Dated December 12, 2013	2/4/19		---
428	Wendy Jaksick	Correspondence from Zachary E. Johnson to Donald A. Lattin and Philip Kreitlein re: Subtrust Accountings	2/4/19		---
429	Wendy Jaksick	Indemnification Payments Worksheet	2/4/19	STIPULATED	2/20/19
430	Wendy Jaksick	Email Dated May 14, 2013 From Jessica Clayton to Kevin Riley, Re: from Todd	2/4/19		---
431	Wendy Jaksick	Email Dated May 28, 2013 From Jessica Clayton to Kevin Riley, Re: from Todd	2/4/19		---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
432	Wendy Jaksick	Email Dated January 11, 2014 From Stan Jaksick to Todd Jaksick, Re: Super Cub	2/4/19		---
433	Wendy Jaksick	Email Dated January 13, 2014 From Jessica Clayton to Kevin Riley, Re: WPR to DLR including cattle	2/4/19		---
434	Wendy Jaksick	Email Dated January 15, 2014 From Wendy Jaksick to Todd Jaksick, Re: Easement update	2/4/19		---
435	Wendy Jaksick	Email Dated February 4, 2014 From Wendy Jaksick to Todd Jaksick	2/4/19		---
436	Wendy Jaksick	Email Dated February 5, 2014 From Brian McQuaid to Wendy Jaksick, Re: Super Cub and Duck Lake Ranch Note	2/4/19		---
437	Wendy Jaksick	Email Dated April 16, 2014 From Stan Jaksick to Todd Jaksick, Re: April 16, 2014	2/4/19	STIPULATED	2/21/19
438	Wendy Jaksick	Email Dated May 21, 2014 From Wendy Jaksick to Todd Jaksick, Re: Notes	2/4/19		---
439	Wendy Jaksick	Text Message From Wendy to Todd Jaksick and Stan Jaksick	2/4/19		---

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
440	Wendy Jaksick	Email Dated September 26, 2014 From Stan Jaksick to Todd Jaksick, Re: Yesterday's Meeting	2/4/19	NO OBJECTION	2/20/19
441	Wendy Jaksick	Email Dated October 28, 2014 From Kevin Riley to Todd and Stan Jaksick, Re: Tahoe/Incline TSS	2/4/19	NO OBJECTION	2/20/19
442	Wendy Jaksick	Email Dated November 7, 2014 From Jessica Clayton to Kevin Riley, Re: ACPA – Need Kev signature	2/4/19		---
443	Wendy Jaksick	Email Dated February 11, 2015 From Jessica Clayton to Stan Jaksick and Kevin Riley, Re: Explanation of Funds to Court for Stan	2/4/19		---
444	Wendy Jaksick	Email Dated January 12, 2016 From Wendy Jaksick to Todd Jaksick, Re: Gorman	2/4/19	NO OBJECTION	2/20/19
445	Wendy Jaksick	Email Dated January 12, 2016 From Wendy Jaksick to Todd Jaksick and Stan Jaksick, Re: Vegas company buying Bronco Billyas definite agreement	2/4/19		---
446	Wendy Jaksick	Email Dated May 4, 2016 From Kevin Riley to Wendy Jaksick, Re: Question	2/4/19		---

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
447	Wendy Jaksick	Email Dated July 20, 2016 From Kevin Riley to Todd Jaksick and Stan Jaksick, Re: first draft -estate distribution	2/4/19	STIPULATED	2/20/19
448	Wendy Jaksick	Email Dated August 19, 2016 From Kevin Riley to Stan Jaksick, Re: Todds Indemnification Worksheet [Need to Identify and Attach Attachment]	2/4/19		---
449	Wendy Jaksick	Email Dated September 7, 2016 From Stan Jaksick to Todd Jaksick, Re: Wendy Misc	2/4/19	STIPULATED	2/20/19
450	Wendy Jaksick	Email Dated December 1, 2016 From Jessica Clayton to Kevin Riley, Re: Todd Sub Trust to Same Trust Balance Inco	2/4/19		---
451	Wendy Jaksick	Email Dated December 12, 2016 From Kevin Riley to Todd Jaksick, Bob LeGoy, Don Lattin and Nik Palmer, Re: Fly Geyser & Granchildrens Trust	2/4/19		---

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
452	Wendy Jaksick	Email Dated January 6, 2017 From Kevin Riley to Todd Jaksick, Stan Jaksick, Bob Legoy and Brian McQuaid, Re: draft financials for sj trust	2/4/19		---
453	Wendy Jaksick	Email Dated January 27, 2017 From Kevin Riley to Todd Jaksick, Stan Jaksick, Bob Legoy and Brian McQuaid, Re: SJ trust distribution planning	2/4/19		---
454	Wendy Jaksick	Email Dated February 14, 2017 From Todd Jaksick to Stan Jaksick, Re: Personal Guarantee	2/4/19	NO OBJECTION	2/20/19
455	Wendy Jaksick	Email Dated July 21, 2017 From Kevin Riley to Wendy Jaksick, Re: bhc Trust	2/4/19		---
456	Wendy Jaksick	Email Dated December 05, 2017 From Stan Jaksick to Todd Jaksick, Re: Meeting notes 11/29/17	2/4/19		---
457	Wendy Jaksick	Settlement Agreement Between Todd Jaksick and Stan Jaksick	2/19/19	OBJECTION SUSTAINED	---

Jury Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.
 RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.
 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
458	Wendy Jaksick	Correspondence dated February 24, 2006 from Robert LeGoy and Gustave Rossi to Sam Jaksick and Todd Jaksick, Re: Proposed transfer of Home Camp Land and Livestock Co., Inc	2/14/19		---
459	Wendy Jaksick	Email dated May 11, 2006 from Robert LeGoy to Jessica Clayton, Re: Clayton's direction to sign family trust	2/14/19		---
460	Wendy Jaksick	Correspondence date June 29, 2006 from Robert LeGoy to Samuel Jaksick, Re: Estate planning of Samuel J. Jaksick, Jr.	2/14/19		---
461	Wendy Jaksick	Correspondence dated December 6, 2006 from Robert LeGoy to Samuel Jaksick, Re: the SSJ's Issue Trust Agreement	2/14/19		---
462	Wendy Jaksick	Correspondence dated December 27, 2006 from Robert LeGoy to Samuel Jaksick, Re: the SSJ's Issue Trust Agreement	2/14/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
463	Wendy Jaksick	Correspondence dated April 12, 2007 from Robert LeGoy to Samuel Jaksick and Todd Jaksick, Re: Binders re: the SSJ's Issue Trust and TBJ's Issue Trust Agreement	2/14/19		---
464	Wendy Jaksick	Email dated November 14, 2007 from Geoff Grenert to Robert LeGoy, Re: Jaksick	2/14/19		---
465	Wendy Jaksick	Correspondence dated June 17, 2010 from Robert LeGoy to Samuel Jaksick and Todd Jaksick, Re: Evaluation of Real Estate Purchase Option for Sam's Incline Residence	2/14/19	NO OBJECTION	2/19/19
466	Wendy Jaksick	Email dated May 29, 2013 from Robert LeGoy to Brian McQuiad, Re: Questions on List of Creditors	2/14/19		---
467	Wendy Jaksick	Email dated May 24, 2013 from Robert LeGoy to Jessica Clayton, Re: Notice to Creditors	2/14/19		---
468	Wendy Jaksick	Email dated May 29, 2013 from Richard Thomas to Jessica Clayton, Re: Sam's Estate	2/14/19		---

Jury Trial Exhibits

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 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
469	Wendy Jaksick	Email dated May 30, 2013 from Robert LeGoy to Jessica Clayton, Re: Declaration of Gift – Bank Account	2/14/19		---
470	Wendy Jaksick	Email dated May 30, 2013 from Robert LeGoy to Jessica Clayton, Re: From Todd	2/14/19	NO OBJECTION	2/21/19
471	Wendy Jaksick	Email dated June 1, 2013 from Brian McQuaid to Jessica Clayton, Re: Incline TSS LTD, a Nevada Limited-Liability Company	2/14/19	STIPULATED	2/19/19
472	Wendy Jaksick	Email dated June 2, 2013 from Todd Jaksick to Brian McQuaid, Re: Tahoe House	2/14/19		---
473	Wendy Jaksick	Email dated June 3, 2013 from Todd Jaksick to Brian McQuaid, Re: Tahoe House	2/14/19		---
474	Wendy Jaksick	Email dated June 4, 2013 from Jessica Clayton to Brian McQuaid, Todd Jaksick, and Kevin Riley, Re: Incline TSS LTD, a Nevada Limited-Liability Company	2/14/19	NO OBJECTION	2/19/19

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
475	Wendy Jaksick	Email dated June 4, 2013 from Brian McQuaid to Robert LeGoy, Re: Incline TSS LTD, a Nevada Limited-Liability Company	2/14/19	NO OBJECTION	2/19/19
476	Wendy Jaksick	Email dated June 4, 2013 from Brian McQuaid to Todd Jaksick, Re: Draft Agreement re: Life Insurance	2/14/19	NO OBJECTION	2/19/19
477	Wendy Jaksick	Correspondence dated June 12, 2013 from Robert LeGoy and Brian McQuaid to Todd Jaksick, Stan Jaksick, and Kevin Riley, Re: Engagement Letter	2/14/19		---
478	Wendy Jaksick	Email dated June 15, 2013 from Robert LeGoy to Jessica Clayton, Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19		---
479	Wendy Jaksick	Email dated June 15, 2013 from Robert LeGoy to Brian McQuaid and Doris Dotson, RE: List of Creditors	2/14/19		---
480	Wendy Jaksick	Email dated June 18, 2013 from Robert LeGoy to Jessica Clayton, Re: Assignment of Gift – Bank Account	2/14/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
481	Wendy Jaksick	Email dated June 19, 2013 from Robert LeGoy to Nik Palmer, Re: Roger Morris	2/14/19		---
482	Wendy Jaksick	Email dated June 19, 2013 from Robert LeGoy to Brian McQuaid, Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19		---
483	Wendy Jaksick	Email dated June 20, 2013 from Kevin Riley to Robert LeGoy and Jessica Clayton, Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19		---
484	Wendy Jaksick	Email dated June 21, 2013 from Brian McQuaid to Matthew Gray, Re: Jaksick Trust Documents	2/14/19		---
485	Wendy Jaksick	Email dated July 5, 2013 from Brian McQuaid to Jessica Clayton, Re: Probate time frame for bank accounts	2/14/19		---
486	Wendy Jaksick	Email dated July 5, 2013 from Todd Jaksick to Brian McQuaid, Re: Executors for Probate	2/14/19		---
487	Wendy Jaksick	Email dated July 24, 2013 from Kevin Riley to Robert LeGoy, Re: Indemnification Agreement	2/14/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
488	Wendy Jaksick	Creditor Claim dated October 11, 2013 submitted by Janene Jaksick to the Estate of Samuel S. Jaksick, Jr.	2/14/19		---
489	Wendy Jaksick	Correspondence dated March 31, 2014 from the Samuel S. Jaksick Family Trust to Robert LeGoy, Re: Representation of the Samuel S. Jaksick, Jr. Family Trust and all sub trust, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick, Stanley S. Jaksick, and related Persons and Ententies	2/14/19		---
490	Wendy Jaksick	Assignment of Note Payable dated June 4, 2014	2/14/19		---
491	Wendy Jaksick	Email dated June 6, 2014 from Jessica Claton to Brian McQuaid and Robert LeGoy, Re: Sam's Family Trust	2/14/19		---
492	Wendy Jaksick	Email dated June 11, 2014 from Brian McQuaid to Robert LeGoy, Re: Jaksick – Consent	2/14/19		---
493	Wendy Jaksick	Correspondence dated June 11, 2014 from Shawn Pearson to Robert LeGoy, Re: Sam Jaksick, Jr.	2/14/19		---

Jury Trial Exhibits

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 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
494	Wendy Jaksick	Email dated August 11, 2014 from Jessica Clayton to Brian McQuaid and Doris Dotson, Re: Monday conference call	2/14/19		---
495	Wendy Jaksick	Correspondence dated August 16, 2014 from Wendy Jaksick to Todd Jaksick, Sam Jaksick, and Kevin Riley, Re: Wendy Jaksick 1995 Insurance Note	2/14/19	STIPULATED	2/22/19
496	Wendy Jaksick	Email dated August 18, 2014 from Jessica Clayton to Brian McQuaid, Re: Options for Loan to Trust	2/14/19		---
497	Wendy Jaksick	Email dated August 19, 2014 from Brian McQuaid to Jessica Calyton, Re: Options for Loan to Trust	2/14/19		---
498	Wendy Jaksick	Correspondence dated September 3, 2014 from Robert LeGoy to Wendy Jaksick, Re: Your Letter dated August 16, 2014	2/14/19		---
499	Wendy Jaksick	Correspondence dated October 15, 2014 from Robert LeGoy to Brett Buckingham, Investigator, Re: Stanley S. Jaksick and Todd B. Jaksick	2/14/19		---

Jury Trial Exhibits

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 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
500	Wendy Jaksick	Email dated October 27, 2014 from Robert LeGoy to Jessica Clayton, Stan Jaksick, and Kevin Riley, Re: Montreux Development Group, LLC	2/14/19		---
501	Wendy Jaksick	Correspondence dated October 27, 2014 from Robert LeGoy to Stan S. Jaksick, Re: Divorce Payment to Wife	2/14/19		---
502	Wendy Jaksick	Email dated October 28, 2014 from Brian McQuaid to Stan Jaksick, and Todd Jaksick, Re: Stan's Promissory Notes	2/14/19		---
503	Wendy Jaksick	Email dated November 18, 2014 from Jessica Clayton to Brian McQuaid, Re: Draft Promissory Notes – Wendy	2/14/19		---
504	Wendy Jaksick	Email dated January 20, 2015 from Kevin Riley to Robert LeGoy and Brian McQuaid, Re: Draft Financials	2/14/19		---
505	Wendy Jaksick	Email dated January 21, 2015 from Brian McQuaid to Kevin Riley, Re: Revision to Sam's Family Trust Agreement to elect QSST status	2/14/19	STIPULATED	2/21/19

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
506	Wendy Jaksick	Email dated March 12, 2015 from Brian McQuaid to Jessica Clayton, Robert LeGoy, Kevin Riley, Todd Jaksick and Stan Jaksick, Re: FIB LOC Renewal Docs	2/14/19		---
507	Wendy Jaksick	Email dated July 23, 2015 from Todd Jaksick to Brian McQuaid, Re: Janene Agreement	2/14/19		---
508	Wendy Jaksick	Email dated November 3, 2015 from Kevin Riley to Robert LeGoy and Brian McQuaid, Re: Jackrabbit properties transfer	2/14/19		---
509	Wendy Jaksick	Email dated November 6, 2015 from Jessica Clayton to Brian McQuaid, Re: Security for SSJ's Issue Trust Notes	2/14/19		---
510	Wendy Jaksick	Email dated November 12, 2015 from Brian McQuaid to Todd Jaksick and Stan Jaksick, Re: Jackrabbit properties transfer	2/14/19		---
511	Wendy Jaksick	Email dated November 12, 2015 from Brian McQuaid to Jessica Clayton, Re: Security for SSJ's Issue Trust Notes	2/14/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
512	Wendy Jaksick	Email dated November 21, 2015 from Brian McQuaid to Jessica Clayton, Kevin Riley, and Stan Jaksick, Re: Security for SSJ's Issue Trust Notes	2/14/19		---
513	Wendy Jaksick	Memo to File dated November 25, 2015, Re: Conference call with Todd Jaksick and Kevin Riley re: Jackrabbit	2/14/19	NO OBJECTION	2/21/19
514	Wendy Jaksick	Email dated December 17, 2015 from Kevin Riley to Brian McQuaid, Re: Jackrabbit properties LLC	2/14/19		---
515	Wendy Jaksick	Email dated December 18, 2015 from Brian McQuaid to Kevin Riley, Todd Jaksick, Stan Jaksick, Jessica Clayton and Robert LeGoy, Re: Jackrabbit Properties LLC	2/14/19		---
516	Wendy Jaksick	Assets of Trust Benefiting Benjamin and Amanda Jaksick dated December 23, 2013	2/14/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
517	Wendy Jaksick	Email dated January 13, 2016 from Brian McQuaid to Kevin Riley, Todd Jaksick, Stan Jaksick, and Robert LeGoy, Re: White Pine Lumber Co	2/14/19		---
518	Wendy Jaksick	Email dated January 21, 2016 from Robert Legoy to Todd Jaksick, Re: Land Owner	2/14/19		---
519	Wendy Jaksick	Email dated April 28, 2016 from Brian McQuaid to Jessica Clayton and Robert LeGoy, Re: Pioneer Group – Sale Info – Docs – Timeline	2/14/19		---
520	Wendy Jaksick	Email dated May 23, 2016 from Kevin Riley to Brian McQuaid and Bob LeGoy, Re: Debts	2/14/19		---
521	Wendy Jaksick	Robert LeGoy's Notes dated July 24, 2017, Re: Stan's issues with Todd's Indemnification Agreement	2/14/19		---
522	Wendy Jaksick	Email dated July 28, 2017 from Robert LeGoy to Pierre Hascheff, Re: Indemnification Agreements the Great Sam Jaksick gave Stan and Todd	2/14/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
523	Wendy Jaksick	Correspondence dated August 3, 2018 from Robert LeGoy to Adam Hosmer-Henner, Phillip Kreitlein, Michael S. Kimmel, and Kent Robison, Re: Jaksick Litigations	2/14/19	NO OBJECTION	3/1/19
524	Wendy Jaksick	Email dated August 13, 2018 from Robert LeGoy to Mark Knobel, Re: Informed Consents to Representations and Waivers of Conflicts in Jaksick Litigations	2/14/19	STIPULATED	3/1/19
525	Wendy Jaksick	Family Trust Obligations Ledger, Re: LeGoy questioning Todd's IA Payment Claims	2/14/19	NO OBJECTION	2/27/19
526	Wendy Jaksick	Memo dated October 16, 2014 from Procter J. HugIV to Brian McQuaid and Robert LeGoy, Re: Samuel S. Jaksick, Jr. Trust and Estates Administration	2/14/19		---
527	Wendy Jaksick	NRS 165.141 – Demand for Accounting – Effective from October 1, 2015	2/14/19		---
528	Wendy Jaksick	NRS 165.141 – Demand for Accounting – Effective through September 31, 2015	2/14/19		---

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
529	Wendy Jaksick	NRS 165.1214 – Timing of Accounting	2/14/19		---
530	Wendy Jaksick	Sam Jaksick Entities Chart	2/14/19		---
531	Wendy Jaksick	Sam Jaksick List of Entites, Valuations and Notes, dated July 8, 2013	2/14/19		---
532	Wendy Jaksick	Objection to Approval of Accountings and Other Trust Administration Matters, dated October 10, 2017 – Family Trust Accounting	2/14/19		---
533	Wendy Jaksick	Objection to Approval of Accountings and Other Trust Administration Matters, dated October 10, 2017 – Issue Trust Accounting	2/14/19		---
534	Wendy Jaksick	Amended Objection and Counter-Petition Re: Family Trust, dated March 23, 2018	2/14/19		---
535	Wendy Jaksick	Amended Objection and Counter-Petition Re: Issue Trust, dated March 23, 2018	2/14/19		---
536		INTENTIONALLY BLANK			
537	Wendy Jaksick	The TBJ's Issue Trust Agreement	2/14/19	NO OBJECTION	2/19/19
538	Wendy Jaksick	Unsecured Promissory Note	2/19/19		---
539	Wendy Jaksick	Amendment Unsecured Promissory Note	2/19/19		---

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
540	Wendy Jaksick	Wendy Jaksick Trust Under the Samuel S. Jaksick Jr. Family Trust Agreement	2/19/19	STIPULATED	2/21/19
541	Wendy Jaksick	Declaration of the Samuel S. Jaksick, Jr. Wendy A. Jaksick 2012 BHC Family Trust	2/19/19	STIPULATED	2/21/19
542	Wendy Jaksick	Real Estate Option Agreement	2/19/19	NO OBJECTION	2/19/19
542A	Wendy Jaksick	Original Signature	2/25/19	STIPULATED	2/25/19
543	Wendy Jaksick	Uniform Residential Loan Application	2/19/19	STIPULATED	2/19/19
544	Wendy Jaksick	12/27/19 Email	2/19/19	NO OBJECTION	2/19/19
545	Wendy Jaksick	Kimmel Appraisal	2/20/19	STIPULATED	2/20/19
546	Wendy Jaksick	1011 Lakeshore Blvd Zillow	2/20/19	OBJECTION SUSTAINED	---
547	Wendy Jaksick	Amendment to Secured Promissory Note	2/20/19	STIPULATED	2/20/19
548	Wendy Jaksick	Original Indemnification Agreement	2/21/19	NO OBJECTION	2/21/19
549	Wendy Jaksick	Original Signature	2/21/19	NO OBJECTION	2/21/19
550	Todd Jaksick	Consent and Release	2/27/19	OBJECTION OVERRULED	2/27/19
551	Trustees	Second Amendment to the Operating Agreement	2/28/19	NO OBJECTION	2/28/19
552	Wendy Jaksick	Photos	2/28/19		---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
553	Wendy Jaksick	Original of Exhibit 13	2/25/19	NO OBJECTION	2/25/19
554	Wendy Jaksick	Form of Notice to Holder of Crummey Withdrawal Power	3/1/19	NO OBJECTION	3/1/19
555	Court	Proposed Jury Instructions + Matrix	3/4/19		---
556-559		INTENTIONALLY BLANK			
560	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
561	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
562	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
563	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
564	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
565	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
566	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
567	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
568	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
569	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
570	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
571	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
572	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
573	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
574	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
575 and 576		INTENTIONALLY BLANK			
577	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
580	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
581	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
582	Todd Jaksick	Original, unredacted Exhibit 23.41	3/4/19	---	---

CASE NO. PR17-00445

CONS: TRUST: SSJ'S ISSUE TRUST

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

5/13/19
HONORABLE
DAVID A. HARDY
Dept. No. 15
A. Dick
(Clerk)
T. Amundson
(Reporter)

JURY TRIAL – DAY 1
Kevin Spencer, Esq. and Mark Connot, Esq. represented Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq. represented Todd Jaksick, individually, who was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD., and Sammy Supercub, LLC. Donald Lattin, Esq. represented Todd Jaksick, Michael Kimmel, and Kevin Riley, only Todd Jaksick was present. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick who was present seated in the gallery.
Prior to the commencement of court, Exhibit 334, Exhibit 561, and Exhibit 583 through Exhibit 597 marked for identification.
9:57 a.m. – Court convened with counsel and respective parties present.
Counsel Lattin addressed the Court presented an opening statement procedural roadmap.
Counsel Robison addressed the Court presented an opening statement procedural roadmap. Counsel moved to strike Wendy's second supplemental to first amended counter petition as a fugitive document and improperly filed.
Counsel Hosmer-Henner addressed the Court waived an opening statement but formally objected to Wendy's second supplemental to first amended counter petition and moved to strike said supplement as a violation of Rule 15. Counsel further requested Wendy seal Exhibit 23.41 contained as a public document attached to a filing.
Counsel Spencer addressed the Court presented an opening statement procedural roadmap and stipulated to counsel Hosmer-Henner's request to seal Exhibit 23.41 attached to a public filing. Counsel argued in support of the timeliness of Wendy's filing of said second supplement as relevant in this portion of trial and in an effort to avoid filing a separate lawsuit. Counsel requested written closing statements be provided. Counsel Connot addressed the Court presented an opening statement procedural roadmap.
Theoretical discussion regarding the Court's role and disclosing preliminary comments ensued.
10:34 a.m. – brief recess.
11:01 a.m. – Court reconvened with counsel and respective parties present.
Counsel Robison advised regarding exhibits, as follows:
Exhibit 561, stipulated, offered; ADMITTED.
Exhibit 583 WITHDRAWN.
Exhibit 584 Stan and Petitioner objects to.

Exhibit 585 stipulated, except as to relevance.

Exhibit 588 objected to.

Exhibit 589 objected to.

Exhibit 590 objected to.

Exhibit 587 objected to.

Exhibit 586 stipulated as to foundation, objected to as to relevance.

Exhibit 591 stipulated as to foundation, objected to as to relevance.

Exhibit 592 stipulated as to foundation, objected to as to relevance.

Exhibit 593 stipulated as to foundation, objected to as to relevance.

Exhibit 594 stipulated as to foundation, objected to as to relevance.

Exhibit 595 stipulated as to foundation, objected to as to relevance.

Exhibit 597 stipulated as to foundation, objected to as to relevance.

Exhibit 596 stipulated as to foundation, objected to as to relevance.

Counsel Robison moved to offer all previously identified stipulated jury trial exhibits* into evidence; ADMITTED.

Exhibit 415 objected to.

Exhibit 457 objected to.

Counsel Robison presented a proposed stipulated, briefing scheduled for consideration.

Court inquired counsel as to why this proposed stipulation is preferable to their clients.

Counsel each answered the Court's question.

Counsel Robison requested exhibits need not to be attached to any briefing, rather only referencing said exhibits should be deemed sufficient – **GRANTED.**

Further theoretical discussion regarding the Court's role and disclosing preliminary comments ensued.

Court presented its initial preliminary comments to counsel.

COURT ORDERED: In accordance with Rule 9, counsel Robison shall prepare and submit to Department 15 staff a proposed stipulated briefing scheduled for consideration.

Court stated it will enter a written evidentiary ruling regarding Wendy's newly marked exhibits presented today. Court declined to impose any page limits upon briefing work but encouraged counsel to be economical.

COURT FURTHER ORDERED: Matter UNDER ADVISEMENT; a written Order shall be entered.

11:34 a.m. – Court stood in recess.

**Clerk's note: Counsel Robison provided court clerk with list of exhibits stipulated into evidence but not shown as admitted – list #3, attached below.*

Clerk's note: Exhibit 222 not provided to clerk, counsel notified:

From: Dick, Amanda

Sent: Tuesday, May 14, 2019 10:13 AM

To: Kent Robison <KRobison@rssblaw.com>; 'dlattin@mcllawfirm.com' <dlattin@mcllawfirm.com>; Therese Shanks <tshanks@rssblaw.com>; McQuaid, Brian <bmcquaid@mcllawfirm.com>; Renner, Carolyn <crenner@mcllawfirm.com>; philip@kreitleinlaw.com; Adam Hosmer-Henner

<ahosmerhenner@mcdonaldcarano.com>; Connot, Mark J. <MConnot@foxrothschild.com>; Kevin Spencer <kevin@dallasprobate.com>; Zach Johnson <zach@dallasprobate.com>
Cc: Loffredo, Doreen <dloffredo@foxrothschild.com>; Jayne Ferretto <JFerretto@rssblaw.com>; Jennifer Salisbury <jsalisbury@mcllawfirm.com>; Hunt, Amanda <ahunt@foxrothschild.com>
Subject: Exhibit 222 / PR17-00445 SSJ

Hello,

Exhibit 222 "James Green Emails" was offered into evidence yesterday, is not in the binder. I only have a coverage page.

If it is possible to email me the exhibit that would be wonderful.

Please and thank you.

**LIST OF EXHIBITS STIPULATED INTO EVIDENCE
BUT NOT SHOWN AS ADMITTED – LIST #3**

5	100	210
7	104	211
8	105	212
9A	106	222
10A	107	233
19A	113	234
19B	118	235
19D	127	236
19E	134	237
23.1	135	238
23.2	136	240
23.3	137	241
23.26	138	245
23.27	139	250
23.28	140	
23.40	141	
28	142	
29	143	
31	144	
34	145	
35	146	
37	147	
39	148	
40	149	
41	152	
43	153	
47	163	
49	172	
53	174	
55	175	
68	176	
69	182	
70	183	
77	185	
78	186	
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83	188	
84	192	
85	193	
86	194	
88	196	
91	199	
92	204	
93	206	
	208	

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

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Exhibit No.	Party	Description	Marked	Offered	Admitted
1	Todd Jaksick	12/11/17 Email and agreements between Stan and Wendy	2/4/19	---	---
2	Todd Jaksick	1/29/18 (1:26 p.m.) Email from Wendy to Stan	2/4/19	---	---
3	Todd Jaksick	2/8/17 Petition for Confirmation of Trustee (445 Issue Trust)	2/4/19	OBJECTION SUSTAINED	---
4	Todd Jaksick	2/8/17 Petition for Confirmation of Trustee (446 Family Trust)	2/4/19	OBJECTION SUSTAINED	---
5	Todd Jaksick	2/23/17 First Amended Counter-Petition to Surcharge Trustees	2/4/19	STIPULATED	5/13/19
6	Todd Jaksick	4/9/18 Todd B. Jaksick's Answer and Objections to First Amended Counter-Petition	2/4/19	---	---
7	Todd Jaksick	3/23/18 Amended Objection and Counter Petition (Issue Trust)	2/4/19	STIPULATED	5/13/19
8	Todd Jaksick	3/23/18 Amended Objection and Counter Petition (Family Trust)	2/4/19	STIPULATED	5/13/19

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9	Todd Jaksick	6/29/06 Samuel Jaksick, Jr. Family Trust	2/4/19	STIPULATED	2/19/19
9A	Todd Jaksick	Samuel S. Jaksick Jr Family Trust Agreement	2/4/19	STIPULATED	5/13/19
10	Todd Jaksick	2/2/07 SSJ's Issue Trust Agreement	2/4/19	STIPULATED	2/19/19
10A	Todd Jaksick	2/21/07 SSJ's Issue Trust Agreement	2/4/19	STIPULATED	5/13/19
11	Todd Jaksick	1/1/08 Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
11A	Todd Jaksick	Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
11B	Todd Jaksick	6/2/10 (12:13 p.m.) Email from Hascheff to Clayton	2/4/19	STIPULATED	2/20/19
12	Todd Jaksick	1/1/08 Indemnification Agreement (Stan)	2/4/19	STIPULATED	2/20/19
13	Todd Jaksick	12/10/12 Second Amendment to the Samuel Stan Jr Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
13A	Todd Jaksick	6/4/13 Texts between Stan and Wendy	2/4/19	---	---
13B	Todd Jaksick	6/6/13 (10:55 am) Texts between Wendy and Todd	2/4/19	OBJECTION OVERRULED	3/1/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
13C	Todd Jaksick	6/6/13 (10:31 am) Todd email to Riley, Stan	2/4/19	STIPULATED	2/26/19
13D	Todd Jaksick	6/12/13 Wendy text	2/4/19	---	---
13E	Todd Jaksick	7/15/13 (9:35 p.m.) Todd email to Wendy	2/4/19	STIPULATED	3/4/19
13F	Todd Jaksick	2/4/14 Wendy, Todd email string	2/4/19	STIPULATED	3/4/19
13G	Todd Jaksick	6/5/14 (9:32 a.m.) Wendy email to Todd	2/4/19	STIPULATED	3/4/19
13H	Todd Jaksick	7/30/14-7/31/14 Todd, Alexi, Wendy, Stan email string	2/4/19	STIPULATED	3/4/19
13I	Todd Jaksick	7/31/14 Texts between Wendy and Todd	2/4/19	---	---
13J	Todd Jaksick	11/11/14 Todd, Wendy email string	2/4/19	STIPULATED	3/4/19
13K	Todd Jaksick	11/10/14 Todd Wendy, Stan, Clayton email string	2/4/19	STIPULATED	3/4/19
13L	Todd Jaksick	11/14/14 (3:59 p.m.) Clayton email to Wendy, Stan, Todd (TJ1909)	2/4/19	STIPULATED	3/4/19
13M	Todd Jaksick	11/18/14 (8:31 a.m.) Wendy email to Todd, Stan, Lexi, Riley	2/4/19	STIPULATED	3/4/19
13N	Todd Jaksick	12/8/14 (4:19 p.m.) Clayton email to Wendy	2/4/19	STIPULATED	3/4/19
13O	Todd Jaksick	12/15/14 Texts between Wendy and Todd	2/4/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
13P	Todd Jaksick	12/16/14 Texts between Wendy and Todd	2/4/19	NO OBJECTION	2/26/19
14	Todd Jaksick	6/5/13 Agreement and Consent to Proposed Action Todd, Stan, Wendy	2/4/19	STIPULATED	2/19/19
15	Todd Jaksick	7/16/13 Agreement and Consent to Proposed Action Co-Trustees of Samuel S. Jaksick Jr. Family Trust	2/4/19	STIPULATED	2/21/19
15A	Todd Jaksick	7/1/13 Texts between Todd, Wendy, and Stan	2/4/19	STIPULATED	2/25/19
15B	Todd Jaksick	7/24/13 (2:23 p.m.) Todd email to Wendy, Stan	2/4/19	STIPULATED	2/25/19
15C	Todd Jaksick	8/26/13 Affidavit of Wendy	2/4/19	STIPULATED	2/25/19
15D	Todd Jaksick	3/11/14 Wendy, Todd email string	2/4/19	STIPULATED	2/25/19
15E	Todd Jaksick	3/24/14 (1:30 p.m.) Todd email to Wendy, Stan	2/4/19	STIPULATED	2/25/19
15F	Todd Jaksick	3/19/14 Texts between Wendy and Todd	2/4/19	STIPULATED	2/25/19
15G	Todd Jaksick	5/28/14 (2:13 a.m.) Wendy email to Riley, Stan, Todd, Lexi	2/4/19	STIPULATED	2/25/19
16	Todd Jaksick	7/24/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/20/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
17	Todd Jaksick	8/14/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
18	Todd Jaksick	8/26/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/1/19
18A	Todd Jaksick	1/14/14 (3:04 p.m.) Todd, Wendy email String	2/4/19	---	---
18B	Todd Jaksick	8/22/13 (1:50 p.m.) Wendy email to Todd	2/4/19	---	---
19	Todd Jaksick	1/31/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
19A	Todd Jaksick	2/6/14 Wendy, McQuaid email string	2/4/19	STIPULATED	5/13/19
19B	Todd Jaksick	6/13/12 Note Payable between Duck Lake Ranch and Sam	2/4/19	STIPULATED	5/13/19
19C	Todd Jaksick	8/19/13 Aircraft Appraisal Report	2/4/19	---	---
19D	Todd Jaksick	1/11/14 Todd, Stan email string	2/4/19	STIPULATED	5/13/19
19E	Todd Jaksick	4/14/14 Wendy email to McQuaid, Stan, Todd	2/4/19	STIPULATED	5/13/19
20	Todd Jaksick	4/15/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
21	Todd Jaksick	8/28/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
22	Todd Jaksick	9/25/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19

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23	Todd Jaksick	11/13/15 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	NO OBJECTION	2/19/19
23.1	Todd Jaksick	2/26/07 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19
23.2	Todd Jaksick	5/29/08 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19
23.3	Todd Jaksick	3/2/10 Appraisal for 1011 Lakeshore Blvd.	2/4/19	STIPULATED	5/13/19
23.4	Todd Jaksick	5/10/10 Letter from Hascheff to Sam	2/4/19	NO OBJECTION	2/19/19
23.5	Todd Jaksick	11/10/10 Real Estate Option Agreement	2/4/19	NO OBJECTION	2/19/19
23.6	Todd Jaksick	2/15/11 Memorandum of Agreement and Option (#3974236)	2/4/19	STIPULATED	2/19/19
23.7	Todd Jaksick	2/17/11 Payment of \$50,000 Option	2/4/19	STIPULATED	2/19/19
23.8	Todd Jaksick	12/5/11 Grant, Bargain and Sale Deed	2/4/19	NO OBJECTION	2/19/19
23.9	Todd Jaksick	1/13/12 Extension of Payment for Option Agreement	2/4/19	STIPULATED	2/19/19
23.10	Todd Jaksick	1/15/12 Rental Management Agreement	2/4/19	---	---
23.11	Todd Jaksick	3/2/12 Payment of \$50,000 Option Payment	2/4/19	STIPULATED	3/4/19
23.12	Todd Jaksick	3/29/12 Email from Dietz to Stan	2/4/19	STIPULATED	2/20/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23.13	Todd Jaksick	4/25/12 Exclusive Authorization to Sale to Dietz Tahoe Luxury Properties	2/4/19	STIPULATED	2/20/19
23.14		9/11/12 (3:48 p.m.) Email from Dietz to Stan	2/4/19	---	---
23.15	Todd Jaksick	12/06/12 (10:00 a.m.) Email from Hascheff to Todd	2/4/19	STIPULATED	2/19/19
23.16	Todd Jaksick	12/17/12 Residential Lease	2/4/19	STIPULATED	2/19/19
23.17	Todd Jaksick	12/7/12 General Durable Power of Attorney; Durable Power of Attorney for Health Care Decisions	2/4/19	NO OBJECTION	2/19/19
23.18	Todd Jaksick	12/21/12 Notice of Exercise of Option	2/4/19	STIPULATED	2/19/19
23.19	Todd Jaksick	12/27/12 Letter from Bank of America to Sam	2/4/19	STIPULATED	2/21/19
23.20	Todd Jaksick	12/28/12 Unsecured Promissory Note	2/4/19	NO OBJECTION	2/19/19
23.21	Todd Jaksick	12/28/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/19/19
23.22	Todd Jaksick	1/31/13 Email from Clayton to Todd	2/4/19	STIPULATED	3/4/19
23.23	Todd Jaksick	2/15/13 Rental Management Agreement	2/4/19	STIPULATED	2/27/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23.24	Todd Jaksick	6/4/13 Todd, Wendy text messages C/O: NO REDACTION	2/4/19	STIPULATED	2/25/19
23.25	Todd Jaksick	10/10/13 Stan, Todd text messages	2/4/19	STIPULATED	3/4/19
23.26	Todd Jaksick	12/26/13 (12:53 p.m.) Email from Stan to Todd	2/4/19	STIPULATED	5/13/19
23.27	Todd Jaksick	1/27/14 (6:05 p.m.) Email from Stan to Todd	2/4/19	STIPULATED	5/13/19
23.28	Todd Jaksick	3/6/14-3/7/14 Email string between Todd, Stan	2/4/19	STIPULATED	5/13/19
23.29	Todd Jaksick	5/23/08 Consent and Release Form	2/4/19	STIPULATED	3/4/19
23.30	Todd Jaksick	3/3/14 (4:48 p.m.) Email from Todd to Stan, Wendy, Lexi	2/4/19	STIPULATED	3/4/19
23.31	Todd Jaksick	3/13/14-3/17/14 Email string between Todd, Wendy, Stan, Lexi	2/4/19	STIPULATED	3/4/19
23.32	Todd Jaksick	5/5/14 (10:17 a.m.) Email from Stan to Riley	2/4/19	STIPULATED	3/4/19
23.33	Todd Jaksick	7/14/14 Text between Stan, Lexi, Wendy	2/4/19	NO OBJECTION	2/25/19
23.34	Todd Jaksick	10/28/14 (2:52 p.m.) Email from Riley to Todd, Stan	2/4/19	STIPULATED	3/4/19
23.35	Todd Jaksick	6/28/15 Email string between Wendy, Todd	2/4/19	STIPULATED	3/4/19

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23.36	Todd Jaksick	11/13/15 (3:38 p.m.) Email from Todd to Stan, Lexi, Wendy, Riley	2/4/19	---	---
23.37	Todd Jaksick	1/11/16 (1:42 p.m.) Email from Wendy to Todd, Stan	2/4/19	STIPULATED	2/20/19
23.38	Todd Jaksick	1/20/16 (8:52 p.m.) Email from Todd to Wendy	2/4/19	STIPULATED	3/4/19
23.39	Todd Jaksick	4/7/16 Wendy texts to Todd	2/4/19	---	---
23.40	Todd Jaksick	3/22/17 (7:14 p.m.) Email from Todd to Wendy, Stan, Lexi	2/4/19	STIPULATED	5/13/19
23.41	Todd Jaksick	5/31/14 Stan, Wendy texts [REDACTED VERSION]	2/4/19	OBJECTION OVERRULED	2/25/19
23.42	Todd Jaksick	Handwritten Note from Sam	2/4/19	STIPULATED	2/25/19
23.43	Todd Jaksick	1/6/14 Wendy, Todd texts	2/4/19	---	--
23.44	Todd Jaksick	1/18/14 Todd, Wendy texts	2/4/19	---	---
23.45	Todd Jaksick	12/1/17 (7:39 a.m.) Email from Wendy to Todd, Lexi, Stan	2/4/19	STIPULATED	2/25/19
23.46	Todd Jaksick	1/5/16 Wendy, Lexi, Stan texts	2/4/19	OBJECTION OVERRULED	2/25/19
24	Todd Jaksick	11/18/15 Consent to Incline TSS Amended and Restated Operating Agreement	2/4/19	STIPULATED	3/4/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
25	Todd Jaksick	5/25/18 Respondent Wendy A. Jaksick's Objections for First Set of Interrogatories	2/4/19	---	---
26	Todd Jaksick	4/24/18 Respondent Wendy A. Jaksick's First Supplemental Disclosure of Witnesses and Documents	2/4/19	---	---
27		INTENTIONALLY BLANK		---	---
27A	Todd Jaksick	6/26/97 Letter from William Sanford	2/4/19	---	---
27B	Todd Jaksick	Documents Docket for Wendy Case No 427-F99	2/4/19	---	---
27C	Todd Jaksick	4/19/00 Judgment by Default for Lee Bros. Leasing	2/4/19	---	---
27D	Todd Jaksick	9/29/00 Abstract of Judgment for National Business Factors	2/4/19	---	---
27E	Todd Jaksick	3/13/01 Judgment for Poncia and Martinelli	2/4/19	---	---
27F	Todd Jaksick	12/6/00 Order/Judgment for Dorostkar	2/4/19	WENDY WITHDREW PRETRIAL MIL	---
27G	Todd Jaksick	6/10/04 Default Judgment for Unifund CCR	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

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Exhibit No.	Party	Description	Marked	Offered	Admitted
27H	Todd Jaksick	6/23/04 Shasta County Court Docket People v. Wendy	2/4/19	---	---
27I	Todd Jaksick	9/22/03 Reno Police Department Crime and Incident Report from Gwen Jaksick	2/4/19	---	---
27J	Todd Jaksick	9/19/05 Letter of Understanding from Sam to Wendy	2/4/19	STIPULATED	2/25/19
27K	Todd Jaksick	7/29/04 Letter from Scott Freeman to Todd	2/4/19	---	---
27L	Todd Jaksick	9/27/05 Default Judgment for Scott Freeman	2/4/19	---	---
27M	Todd Jaksick	1/20/06 Abstract of Judgment for Margaret Henderson	2/4/19	---	---
27N	Todd Jaksick	4/4/07 Letter from John Fowler	2/4/19	---	---
27O	Todd Jaksick	4/10/07 UCC Filing Acknowledgment	2/4/19	---	---
27P	Todd Jaksick	8/4/07 Washoe County Jail Inmate Release Information Form	2/4/19	---	---
27Q	Todd Jaksick	5/22/12 Judgment by Default for Debbie Miller	2/4/19	---	---
27R	Todd Jaksick	11/4/14 Clayton text	2/4/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
27S	Todd Jaksick	9/22/16 Docket Printout from Collin County, TX for Divorce	2/4/19	---	---
28	Todd Jaksick	6/30/16 Dwiggin's email to Wendy	2/4/19	STIPULATED	5/13/19
29	Todd Jaksick	7/7/16 Wendy Promissory Note to Stan	2/4/19	STIPULATED	5/13/19
30	Todd Jaksick	6/20/17 (8:08 a.m.) Stan email to LeGoy, McQuaid, Lattin, Todd, Kimmel	2/4/19	STIPULATED	3/4/19
31	Todd Jaksick	6/30/17 Todd, Stan, Kimmel, Riley email string	2/4/19	STIPULATED	5/13/19
32	Todd Jaksick	7/28/17 (4:19 p.m.) Stan email to McQuaid, Kimmel, Todd, Riley, Lattin, LeGoy	2/4/19	STIPULATED	2/21/19
33	Todd Jaksick	7/29/17 (10:39 a.m.) LeGoy email to Stan	2/4/19	STIPULATED	3/4/19
34	Todd Jaksick	8/1/17 (2:27 p.m.) LeGoy email to Stan, Todd, Kimmel, Riley, McQuaid, Lattin	2/4/19	STIPULATED	5/13/19
35	Todd Jaksick	8/2/17-8/14/17 Email string between Stan, LeGoy, Kimmel, Riley, McQuaid, Lattin	2/4/19	STIPULATED	5/13/19
36	Todd Jaksick	11/2/17 (4:37 p.m.) Stan email to Riley, Todd, Kimmel	2/4/19	STIPULATED	3/4/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
37	Todd Jaksick	11/29/17 Email string between Todd, Kimmel, Stan, Riley	2/4/19	STIPULATED	5/13/19
38	Todd Jaksick	12/14/17 Email string between Kimmel, Stan, LeGoy, Todd, McQuaid, Lattin, Riley	2/4/19	STIPULATED	2/20/19
39	Todd Jaksick	8/11/16 Email string between Wendy and Dwiggin's	2/4/19	STIPULATED	5/13/19
40	Todd Jaksick	9/20/16 Email string between Wendy and Dwiggin	2/4/19	STIPULATED	5/13/19
41	Todd Jaksick	7/4/16 (6:06 p.m.) Dwiggin's email to Wendy	2/4/19	STIPULATED	5/13/19
42	Todd Jaksick	9/19/17 Email from Whelan to Wendy and Stan	2/4/19	---	---
43	Todd Jaksick	10/22/13 Email from Clayton to McQuaid, LeGoy, Riley, Stan, Todd	2/4/19	STIPULATED	5/13/19
44	Todd Jaksick	8/8/13 Email from LeGoy to Clayton, Todd, Stan, Riley	2/4/19	STIPULATED	2/21/19
45	Todd Jaksick	(List To Be Provided By Stan)	2/4/19	---	---
46	Todd Jaksick	2/27/07 Grant, Bargain, and Sale Deed	2/4/19	---	---
47	Todd Jaksick	5/29/08 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
48	Todd Jaksick	Stan, Lisa TPO Docket Sheet	2/4/19	---	---
49	Todd Jaksick	Stan, Lisa Divorce Docket Sheet	2/4/19	STIPULATED	5/13/19
50	Todd Jaksick	2/23/12 Notice of Assignment of Option to Purchase Concerning Real Property	2/4/19	STIPULATED	3/4/19
51	Todd Jaksick	6/7/12 Amended Notice of Assignment of Option to Purchase	2/4/19	NO OBJECTION	2/19/19
52	Todd Jaksick	6/1/12 Memo from Hascheff to Todd, Riley	2/4/19	STIPULATED	2/25/19
53	Todd Jaksick	3/3/14 Email string between Todd and Stan	2/4/19	STIPULATED	5/13/19
54	Todd Jaksick	3/3/14 Consent and Release to Bank of America	2/4/19	STIPULATED	3/4/19
55	Todd Jaksick	7/24/14 Text From Stan	2/4/19	STIPULATED	5/13/19
56	Todd Jaksick	6/5/14 Email from Wendy to Todd	2/4/19	STIPULATED	3/4/19
57	Todd Jaksick	5/28/14 Email string between Riley, Wendy, Stan, Todd, Lexi	2/4/19	STIPULATED	3/4/19
58	Todd Jaksick	4/6/15 Summary Appraisal	2/4/19	---	---
59	Todd Jaksick	11/13/15 Consent to Incline TSS Operating Agreement	2/4/19	STIPULATED	3/4/19

JURY + NON-JURY Trial Exhibits

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60	Todd Jaksick	10/28/14-11/03/14 Email string between Riley, Todd, Stan	2/4/19	STIPULATED	3/4/19
61	Todd Jaksick	11/13/15 Secured Promissory Note	2/4/19	NO OBJECTION	2/20/19
62	Todd Jaksick	11/13/15 Pledge and Security Agreement	2/4/19	STIPULATED	3/4/19
63	Todd Jaksick	2/25/16 Email string between Todd, Stan	2/4/19	STIPULATED	3/4/19
64	Todd Jaksick	11/13/15 Contribution and Issuance Agreement	2/4/19	NO OBJECTION	2/20/19
65	Todd Jaksick	2/14/17 (12:43 p.m.) Email from Todd to Stan	2/4/19	STIPULATED	3/4/19
66	Todd Jaksick	8/28/16 (8:54 p.m.) Email from Todd to Riley, Stan	2/4/19	STIPULATED	3/4/19
67	Todd Jaksick	2/28/17 (6:48 p.m.) Email from Todd to Stan	2/4/19	STIPULATED	2/20/19
68	Todd Jaksick	3/3/17 Email string between Kreitlein, Stan, Todd	2/4/19	STIPULATED	5/13/19
69	Todd Jaksick	5/19/17 Letter from Kreitlin to Palmer	2/4/19	STIPULATED	5/13/19
70	Todd Jaksick	8/31/17-9/6/17 Email string between Stan, Todd	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
71	Todd Jaksick	Schedule A Property	2/4/19	STIPULATED	3/4/19
72	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/21/13-3/31/14	2/4/19	STIPULATED	2/20/19
73	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/1/14-3/31/15	2/4/19	STIPULATED	2/20/19
74	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/1/15-3/31/16	2/4/19	STIPULATED	2/20/19
75	Todd Jaksick	4/12/16 Email string between Wendy, Riley, Lexi	2/4/19	STIPULATED	2/20/19
76	Todd Jaksick	1/25/17 (12:17 p.m.) Email from Riley to McQuaid	2/4/19	STIPULATED	2/20/19
77	Todd Jaksick	8/11/16 Order Waiving Supplemental Inventory and Accounting for Final Distribution of the Estate	2/4/19	STIPULATED	5/13/19
78	Todd Jaksick	9/19/05 Montreux Letter of Understanding	2/4/19	STIPULATED	5/13/19
79	Todd Jaksick	7/6/16 (6:58 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	2/26/19
80	Todd Jaksick	1/11/16 (12:59 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	2/26/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
81	Todd Jaksick	2/16/18-2/21/18 Email string between Kimmel, Stan, Todd	2/4/19	STIPULATED	2/21/19
82	Todd Jaksick	1/27/17 Letter from Lattin to Dwiggin	2/4/19	STIPULATED	5/13/19
83	Todd Jaksick	7/24/17 (12:07 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	5/13/19
84	Todd Jaksick	7/26/17 (1:07 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	5/13/19
85	Todd Jaksick	1/8/16 Email from Wendy to Riley, Lexi, Stan	2/4/19	STIPULATED	5/13/19
86	Todd Jaksick	7/20/17 (4:20 p.m.) Email from Wendy to Riley	2/4/19	STIPULATED	5/13/19
87	Todd Jaksick	12/20/14 (12:36 a.m.) Email from Wendy to Todd, Stan, Lexi	2/4/19	---	---
88	Todd Jaksick	12/26/12 Various emails between Hascheff, Riley	2/4/19	STIPULATED	5/13/19
89	Todd Jaksick	Incline TSS/SSJ Cash Flow Data and Amortization Schedule	2/4/19	NO OBJECTION	2/19/19
90	Todd Jaksick	Jaksick Entities Chart	2/4/19	STIPULATED	2/21/19
91	Todd Jaksick	5/28/14 (12:03 p.m.) Riley Email to Wendy, Stan, Todd, Lexi	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
92	Todd Jaksick	5/28/14 (2:12 a.m.) Wendy Email to Todd	2/4/19	STIPULATED	5/13/19
93	Todd Jaksick	7/25/16 (5:48 p.m.) Riley Email to Todd	2/4/19	STIPULATED	5/13/19
94	Todd Jaksick	6/27/18 Todd's Response to Wendy's First Request for Production of Documents	2/4/19	---	---
95	Todd Jaksick	Financial Statements for Wendy Jaksick 4/21/13-12/31/16	2/4/19	NO OBJECTION	2/21/19
96	Todd Jaksick	11/15/11 SSJ, LLC Articles of Organization and Operating Agreement	2/4/19	NO OBJECTION	2/21/19
97	Todd Jaksick	6/4/18 Todd's Amended Notice of Taking Depositions of Jaksick Family LLC	2/4/19	----	---
97A	Todd Jaksick	7/31/18 Todd's Second Amended Notice of Taking Depositions of Jaksick Family, LLC	2/4/19	---	---
98	Todd Jaksick	8/30/18 Todd's Subpoena Duces Tecum Jaksick Family, LLC	2/4/19	---	---
99	Todd Jaksick	8/23/18 Jaksick Family, LLC Objections to Subpoena Duces Tecum	2/4/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
100	Todd Jaksick	Montreux Golf Club Ltd.'s Entity Chart	2/4/19	STIPULATED	5/13/19
101	Todd Jaksick	7/31/18 Todd's Second Amended Notice of Taking Deposition of Toiyabe Investment	2/4/19	---	---
102	Todd Jaksick	8/30/18 Todd's Subpoena Duces Tecum Toiyabe Investment Co.	2/4/19	---	---
103	Todd Jaksick	8/23/18 Toiyabe Objection to Subpoena Duces Tecum	2/4/19	---	---
104	Todd Jaksick	Toiyabe Working Trial Balance	2/4/19	STIPULATED	5/13/19
105	Todd Jaksick	Montreux Development Group, LLC Entity Chart	2/4/19	STIPULATED	5/13/19
106	Todd Jaksick	6/25/90 Articles of Incorporation of Toiyabe Investment Co.	2/4/19	STIPULATED	5/13/19
107	Todd Jaksick	6/90 By-Laws of Toiyabe Investment Co.	2/4/19	STIPULATED	5/13/19
108	Todd Jaksick	Excerpts from Videotaped Deposition of Wendy Jaksick (Vol I)	2/4/19	---	---
109	Todd Jaksick	Excerpts from Videotaped Deposition of Wendy Jaksick (Vol III)	2/4/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
110	Todd Jaksick	Letter from David Jamieson to Todd Jaksick: Whom It May Concern re: 70 Acres (no date)	2/4/19	---	---
111	Todd Jaksick	2/28/18 Email string between Stan and Wendy	2/4/19	STIPULATED	2/21/19
112	Todd Jaksick	4/21/16 Option and Purchase Agreement – Sky-Out and Bright Holland	2/4/19	---	---
113	Todd Jaksick	3/13/09 Quit Claim Deed (#3738685)	2/4/19	STIPULATED	5/13/19
114	Todd Jaksick	5/11/07 Letter to Clayton from Hascheff	2/4/19	STIPULATED	2/20/19
115	Todd Jaksick	9/16/10 Operating Agreement of Incline TSS, Ltd.	2/4/19	NO OBJECTION	2/28/19
116	Todd Jaksick	9/14/12 Memorandum to the file from Hascheff	2/4/19	----	---
117	Todd Jaksick	9/9/12 Letter to U.S. Bank Trust From Hascheff	2/4/19	---	---
118	Todd Jaksick	12/4/12 Water Rights Deed – Lake Ridge and Jaksick Family, LLC.	2/4/19	STIPULATED	2/28/19
119	Todd Jaksick	12/28/12 Water Rights Deed – Lakeridge Golf Course and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19

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120	Todd Jaksick	12/28/12 Water Rights Deed – Lakeridge, Inc. and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19
121	Todd Jaksick	12/28/12 Water Rights Deed – Sam, Thelma Estate and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19
122	Todd Jaksick	12/28/12 Water Rights Deed – Samuel Stan, Jr. and Thelma Jaksick	2/4/19	STIPULATED	2/28/19
123	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224431)	2/4/19	STIPULATED	2/21/19
124	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224433)	2/4/19	STIPULATED	2/21/19
125	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224432)	2/4/19	STIPULATED	2/21/19
126	Todd Jaksick	Samuel Jaksick Jr. Family Trust Financial Statements 4/1/16-2/31/17	2/4/19	STIPULATED	2/20/19
127	Todd Jaksick	7/30/12 Indemnification Agreement	2/4/19	STIPULATED	5/13/19
128	Todd Jaksick	3/20/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/28/19
129	Todd Jaksick	SSJ's Issue Trust Financial Statement 4/21/13-12/31/13	2/4/19	NO OBJECTION	2/21/19

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130	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/14-12/31/14	2/4/19	NO OBJECTION	2/21/19
131	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/15-12/31/15	2/4/19	NO OBJECTION	2/21/19
132	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/16-12/31/16	2/4/19	NO OBJECTION	2/21/19
133	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/17-12/31/17	2/4/19	STIPULATED	2/28/19
134	Todd Jaksick	1/27/17 (11:27 a.m.) Email from Riley to Stan, Todd, Kimmel, LeGoy, McQuaid	2/4/19	STIPULATED	5/13/19
135	Todd Jaksick	Sam Jaksick Estate Tax Return – 2012	2/4/19	STIPULATED	5/13/19
136	Todd Jaksick	Incline TSS Balance Sheets 2014-2016	2/4/19	STIPULATED	5/13/19
137	Todd Jaksick	Incline TSS Working Trial Balance 2013-2016	2/4/19	STIPULATED	5/13/19
138	Todd Jaksick	Sam Jaksick Gift Tax Return 2012	2/4/19	STIPULATED	5/13/19
139	Todd Jaksick	3/13/14 (4:48 p.m.) Email from Todd to Stan, Wendy, Lexi)	2/4/19	STIPULATED	5/13/19

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Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
140	Todd Jaksick	12/9/16 Closing Disclosure for Lake House	2/4/19	STIPULATED	5/13/19
141	Todd Jaksick	12/8/16 Ticor Final Settlement Statement for Lake House	2/4/19	STIPULATED	5/13/19
142	Todd Jaksick	Declaration of Gift 2011 46%	2/4/19	STIPULATED	5/13/19
143	Todd Jaksick	Declaration of Gift 2011 3%	2/4/19	STIPULATED	5/13/19
144	Todd Jaksick	12/15/11 Duck Lake Ranch Appraisal-46% Interest	2/4/19	STIPULATED	5/13/19
145	Todd Jaksick	8/1/11 Duck Lake Ranch Appraisal-3% Interest	2/4/19	STIPULATED	5/13/19
146	Todd Jaksick	Incline TSS 2018 Budget Forecast	2/4/19	STIPULATED	5/13/19
147	Todd Jaksick	5/3/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19
148	Todd Jaksick	10/31/18 Washoe County Real Property Assessment Data	2/4/19	STIPULATED	5/13/19
149	Todd Jaksick	49 Mountain Trust Agreement	2/4/19	STIPULATED	5/13/19
150	Todd Jaksick	10/12/18 Todd's Petition for Reconveyance of Trust Assets	2/4/19	OBJECTION SUSTAINED	---
151	Todd Jaksick	7/27/17 Letter from Lattin to Wendy	2/4/19	STIPULATED	2/21/19
152	Todd Jaksick	3/15/17 Todd Letter to LeGoy, McQuaid	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
153	Todd Jaksick	11/30/05 Third Amendment to and Complete Restatement of Samuel Stan Jr. Family Trust Agreement	2/4/19	STIPULATED	5/13/19
153A	Todd Jaksick	11/30/05 Third Amendment to and Complete Restatement of Samuel Stan Jr. Family Trust Agreement	2/4/19	STIPULATED	2/25/19
154	Todd Jaksick	3/14/11 Fourth Amendment to Samuel Stan, Jr. Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
155	Todd Jaksick	4/27/12 Fifth Amendment to the Samuel Stan, Jr Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
156	Todd Jaksick	9/24/18 Supplement to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court (Family Trust)	2/4/19	OBJECTION SUSTAINED	---
157	Todd Jaksick	9/20/18 Supplement to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court (Issue Trust)	2/4/19	OBJECTION SUSTAINED	---
158	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224430)	2/4/19	STIPULATED	2/28/19

JURY + NON-JURY Trial Exhibits

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
159	Todd Jaksick	4/9/13 Declaration of Value	2/4/19	STIPULATED	2/21/19
160	Todd Jaksick	4/11/17 Notice of Document Filed in Error	2/4/19	STIPULATED	2/28/19
160A	Todd Jaksick	4/11/17 Correction Water Rights Deed (#4694577)	2/4/19	STIPULATED	2/28/19
160B	Todd Jaksick	4/11/17 Correction Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/28/19
161	Todd Jaksick	11/18/09 Email from Clayton to Riley, Hascheff	2/4/19	STIPULATED	2/28/19
162	Todd Jaksick	11/23/09 Email from Clayton to Hascheff	2/4/19	STIPULATED	2/28/19
163	Todd Jaksick	11/24/09 Certificate of LLC Membership Interest Sammy Super Cub LLC	2/4/19	STIPULATED	5/13/19
164	Todd Jaksick	2/19/13 Email from Hascheff to Clayton	2/4/19	STIPULATED	2/21/19
165	Todd Jaksick	9/3/08 Certificate of Trust Existence and Authority	2/4/19	STIPULATED	2/28/19
166	Todd Jaksick	Term Sheet Eco2 Forest, Inc.	2/4/19	STIPULATED	2/21/19
167	Todd Jaksick	2/17/10 Project Summary	2/4/19	STIPULATED	2/21/19
168	Todd Jaksick	7/25/16 Wendy, Riley email string	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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Case No: **PR17-00445**

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Exhibit No.	Party	Description	Marked	Offered	Admitted
169	Todd Jaksick	7/25/16 Wendy, Riley email string	2/4/19	STIPULATED	2/21/19
170	Todd Jaksick	7/31/13 Riley Affidavit	2/4/19	STIPULATED	2/28/19
171	Todd Jaksick	7/17/14 Riley Affidavit	2/4/19	STIPULATED	2/28/19
172	Todd Jaksick	2014 Incline TSS Ltd Tax Return	2/4/19	STIPULATED	5/13/19
173	Todd Jaksick	1/1/08 Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
174	Todd Jaksick	10/18/18 Todd B. Jaksick's Fifth Supplemental Disclosures	2/4/19	STIPULATED	5/13/19
175	Todd Jaksick	12/17/18 Campagna Expert Report	2/4/19	STIPULATED	5/13/19
176	Todd Jaksick	12/07 ALCPA Practice Guide for Fiduciary Accounting	2/4/19	STIPULATED	5/13/19
177	Todd Jaksick	NRS 165.1207	2/4/19	---	---
178	Todd Jaksick	NRS 165.1214	2/4/19	---	---
179	Todd Jaksick	NRS 165.135	2/4/19	---	---
180	Todd Jaksick	4/1/16-12/13/17 Samuel S. Jaksick Jr. Family Trust Financial Statements	2/4/19	STIPULATED	2/28/19
181	Todd Jaksick	Engagement Letter (to be provided)	---	---	---
182	Todd Jaksick	AR-C Section 80	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
183	Todd Jaksick	12/17/18 Expert Report of Gary Stolbach, Attorney	2/4/19	STIPULATED	5/13/19
184	Todd Jaksick	1/7/19 Wendy's Biography	2/4/19	---	---
185	Todd Jaksick	9/3/14 Letter from LeGoy to Wendy)	2/4/19	STIPULATED	5/13/19
186	Todd Jaksick	10/15/14 Letter from LeGoy to Brett Buckingham, Investigator, Gaming Division	2/4/19	STIPULATED	5/13/19
187	Todd Jaksick	10/27/14 Letter from LeGoy to Stan	2/4/19	STIPULATED	5/13/19
188	Todd Jaksick	6/1/17 Letter from LeGoy to Wendy, Joshua Hood	2/4/19	STIPULATED	5/13/19
189	Todd Jaksick	8/23/06 Certification of the Samuel S. Jaksick Jr Family Trust	2/4/19	STIPULATED	2/25/19
190	Todd Jaksick	9/3/08 Certificate of Trust Existence and Authority	2/4/19	STIPULATED	2/25/19
191	Todd Jaksick	10/11/13 Letter from Janene Jaksick to Estate of Samuel S. Jaksick Jr.	2/4/19	STIPULATED	2/28/19
192	Todd Jaksick	6/4/13 Letter from Soraya Aguirre to LeGoy	2/4/19	STIPULATED	5/13/19
193	Todd Jaksick	Consent to Conveyance of Real Property in Compromise of Secured Claims and Waiver of Notice of Proposed Action	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

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Exhibit No.	Party	Description	Marked	Offered	Admitted
194	Todd Jaksick	(8/29/14) Loan Termination Agreement (Draft)	2/4/19	STIPULATED	5/13/19
195	Todd Jaksick	1/14/16 Assignment of Shares of Stock Separate from Certificate	2/4/19	STIPULATED	2/28/19
196	Todd Jaksick	8/8/13 List of Creditors for Samuel S. Jaksick	2/4/19	STIPULATED	5/13/19
197	Todd Jaksick	7/20/18 Letter from Zachary Johnson to Clayton	2/4/19	STIPULATED	2/27/19
198	Todd Jaksick	3/15-5/16 Journal of Notarial Acts	2/4/19	STIPULATED	2/27/19
199	Todd Jaksick	3/4/15 Email from Todd to Riley, McQuaid and Stan	2/4/19	STIPULATED	5/13/19
200	Todd Jaksick	12/17/12 Assignment and Declaration of Gift	2/4/19	STIPULATED	2/27/19
201	Todd Jaksick	6/8/13 Grant, Bargain & Sale Deed	2/4/19	STIPULATED	2/27/19
202	Todd Jaksick	12/18/12 Email from Clayton to Hascheff, Todd	2/4/19	STIPULATED	2/21/19
203	Todd Jaksick	8/26/13 Affidavit of Wendy Ann Jaksick	2/4/19	STIPULATED	2/21/19
204	Todd Jaksick	6/4/13 Email from Clayton to McQuaid, Todd	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

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Exhibit No.	Party	Description	Marked	Offered	Admitted
205	Todd Jaksick	7/25/13 Email from Clayton to Riley, LeGoy	2/4/19	STIPULATED	2/19/19
206	Todd Jaksick	5/29/13 Email string between Clayton, Riley	2/4/19	STIPULATED	5/13/19
207	Todd Jaksick	10/14/13 Email from McQuaid to Clayton, Todd, Stan, Riley	2/4/19	STIPULATED	2/20/19
208	Todd Jaksick	NRS 240.075, NRS 240.120 Notary Prohibited Acts	2/4/19	STIPULATED	5/13/19
209	Todd Jaksick	Jessica Clayton's signature of Sam Jaksick	2/4/19	---	---
210	Todd Jaksick	12/17/18 Letter from R. Bruce Wallace Jr. to Zachary E. Johnson	2/4/19	STIPULATED	5/13/19
211	Todd Jaksick	10/15/13 Email from McQuaid to Clayton, Todd, Stan, Riley, LeGoy	2/4/19	STIPULATED	5/13/19
212	Todd Jaksick	3/15/17 (10:55 a.m.) Email from Jessica to Todd	2/4/19	STIPULATED	5/13/19
213	Todd Jaksick	Samuel Jaksick Jr. Statement of Financial Condition 10/15/10	2/4/19	STIPULATED	2/21/19
214	Todd Jaksick	Samuel Jaksick Jr. Statement of Financial Condition	2/4/19	STIPULATED	2/21/19
215	Todd Jaksick	Hydrographic Abstracts	2/4/19	STIPULATED	2/26/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
216	Todd Jaksick	Division of Water Resources-Mapping & Data re: Buckhorn	2/4/19	STIPULATED	2/26/19
217	Todd Jaksick	Division of Water Resources – Mapping & Data re: Jackrabbit	2/4/19	STIPULATED	2/26/19
218	Todd Jaksick	Division of Water Resources-Mapping & Data re: White Pine Lumber	2/4/19	STIPULATED	2/26/19
219	Todd Jaksick	Division of Water Resources – Mapping & Data re: Home Camp	2/4/19	STIPULATED	2/26/19
220	Todd Jaksick	James Green Report	2/4/19	STIPULATED	2/25/19
221	Todd Jaksick	James Green file [SEPARATE BINDER]	2/4/19	STIPULATED	2/25/19
222	Todd Jaksick	James Green emails [NOT PROVIDED TO CLERK; COUNSEL NOTIFIED]	---	STIPULATED	5/13/19
223	Todd Jaksick	Division of Water Resources – Mapping & Data re: Nevada Pronghorn II	2/4/19	STIPULATED	2/21/19
224	Todd Jaksick	Division of Water Resources – Mapping & Data re: Bright Holland	2/4/19	STIPULATED	2/21/19
225	Todd Jaksick	Division of Water Resources – Mapping & Data re: Duck Lake Ranch	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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Case No: **PR17-00445**

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Exhibit No.	Party	Description	Marked	Offered	Admitted
226	Todd Jaksick	Division of Water Resources – Mapping & Data re; Duck Lake Ranch	2/4/19	STIPULATED	2/21/19
227	Todd Jaksick	Division of Water Resources – Mapping & Data re: SSJ Issue Trust & TBJ Issue Trust & TBJ SC Trust	2/4/19	STIPULATED	2/21/19
228	Todd Jaksick	Division of Water Resources Mapping & Data re: Barker-Coleman; Sam & Thelma Jaksick	2/4/19	STIPULATED	2/21/19
229	Todd Jaksick	Division of Water Resources – Mapping & Data re: Spruce Monarch	2/4/19	STIPULATED	2/21/19
230	Todd Jaksick	6/2/13 Palmer letter to Eshelman	2/4/19	STIPULATED	2/21/19
231	Todd Jaksick	5/7/13-5/22/13 Palmer, West, Todd Email String	2/4/19	STIPULATED	2/21/19
232		INTENTIONALLY BLANK		---	---
233	Todd Jaksick	2/13/17 Letter from American Ag Credit to Sam, Todd	2/4/19	STIPULATED	5/13/19
234	Todd Jaksick	7/7/16 Letter from American Ag Credit to Bright Holland	2/4/19	STIPULATED	5/13/19
235	Todd Jaksick	12/5/12 Agreement Between Duck Lake Ranch and White Pine Lumber	2/4/19	STIPULATED	5/13/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
236	Todd Jaksick	10/18/17 Seller's Settlement Statement	2/4/19	STIPULATED	5/13/19
237	Todd Jaksick	2017 IRS Substitute Form; 1099-S 9/6/16 Stan Email to Riley	2/4/19	STIPULATED	5/13/19
238	Todd Jaksick	9/6/16-9/7/16 Stan, Riley Email string	2/4/19	STIPULATED	5/13/19
239	Todd Jaksick	Photograph of car	2/4/19	STIPULATED	2/21/19
240	Todd Jaksick	3/1/17 Samuel Jaksick Jr. Family Trust Settlements of Family Trust Obligations	2/4/19	STIPULATED	5/13/19
241	Todd Jaksick	8/23/16 Todd, Stan email string	2/4/19	STIPULATED	5/13/19
242	Stanley Jaksick	Email correspondence between Stan Jaksick, Todd Jaksick, Lexi Smrt and Wendy Jaksick re: Christmas and Tahoe dated 12/01/2017	2/4/19	STIPULATED	2/26/19
243	Stanley Jaksick	Email correspondence between Todd Jaksick, Stan Jaksick, Kevin Riley and Michael Kimmel re: Invoice from Sam Trust dated 09/22/17	2/4/19	STIPULATED	2/20/19
244	Stanley Jaksick	Email correspondence between Stan Jaksick, Todd Jaksick, Michael Kimmel and Kevin Riley re: Meeting notes 11/29/17 dated 12/05/17	2/4/19	STIPULATED	2/26/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
245	Stanley Jaksick	Email correspondence between Kevin Riley and Stan Jaksick re: Question dated 09/06/16	2/4/19	STIPULATED	5/13/19
246	Stanley Jaksick	Email correspondence between Stan Jaksick and Todd Jaksick re: Super Cub dated 01/11/14	2/4/19	STIPULATED	2/26/19
247-249		INTENTIONALLY BLANK	---	---	---
250	Todd Jaksick	3/17/14 Closing Documents, Refinance 2014	2/4/19	STIPULATED	5/13/19
250A	Todd Jaksick	3/17/14 Balance Statement	2/4/19	---	---
250B	Todd Jaksick	3/13/14 Borrower's Loan Escrow Instructions	2/4/19	---	---
250C	Todd Jaksick	3/14/14 Settlement Statement	2/4/19	---	---
250D	Todd Jaksick	3/17/14 Deed of Trust	2/4/19	---	---
250E	Todd Jaksick	3/14/14 Adjustable Rate Note	2/4/19	---	---
250F	Todd Jaksick	3/14/14 Continuing and Unconditional Guaranty	2/4/19	---	---
250G	Todd Jaksick	3/14/14 Continuing and Unconditional Guaranty	2/4/19	---	---
251	Todd Jaksick	12/5/16 Closing Disclosure	2/4/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
251A	Todd Jaksick	12/9/16 Settlement Statement (Estimated)	2/4/19	---	---
251B	Todd Jaksick	12/16/16 Escrow Instruction	2/4/19	---	---
251C	Todd Jaksick	Updated Preliminary Title Report	2/4/19	---	---
252	Todd Jaksick	1/14/13 10:23 a.m. Email from Brenda Webb to Jennifer Tahoe Luxury Properties	2/4/19	---	---
253	Todd Jaksick	10/8/13 Stan and Lisa Jaksick Divorce Decree	2/4/19	---	---
254	Todd Jaksick	4/24/13 12:20 pm Email from Bill Dietz to Stan Jaksick	2/4/19	---	---
255	Todd Jaksick	5/30/13 Email string between Clayton, Todd, LeGoy	2/4/19	---	---
256	Todd Jaksick	6/3/13 Email String Todd, LeGoy, Riley, Clayton	2/4/19	---	---
257	Todd Jaksick	11/17/16 William Kimmel letter; Appraisal	2/4/19	---	---
258	Todd Jaksick	10/3/13 Bank of America Creditor's Claim	2/4/19	STIPULATED	2/20/19
259	Todd Jaksick	10/3/14 Text from Wendy	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
260	Todd Jaksick	2/15/14 (1:12 p.m.) Email Riley to Todd	2/4/19	---	---
261	Todd Jaksick	2/27/14 (12:50 p.m.) Email from Todd to Stan	2/4/19	---	---
262	Todd Jaksick	7/5/13 (10:30 a.m.) Todd email to Riley (cc: Stan)	2/4/19	---	---
263	Todd Jaksick	4/18/18 Wendy, Stan Email string	2/4/19	---	---
264	Todd Jaksick	3/17/14 Amended Operating Agreement Incline TSS	2/4/19	---	---
265	Todd Jaksick	3/15/14 New Partnership Structure	2/4/19	---	---
266	Todd Jaksick	TSS/SSJ Note Payable Schedule	2/4/19	---	---
267	Todd Jaksick	11/10/14 Wendy Text & Emails	2/4/19	---	---
268	Todd Jaksick	11/14/15 Stan text to Todd	2/4/19	---	---
269	Todd Jaksick	4/17/14 (9:02 a.m.) Text From Wendy to Todd	2/4/19	---	---
270	Todd Jaksick	5/21/14 (8:17 a.m.) Email from Wendy to Todd & Stan	2/4/19	---	---
271	Todd Jaksick	9/2/14 (8:20 p.m.) Email from Todd to Stan	2/4/19	---	---
272	Todd Jaksick	10/13/14 (3:40 p.m.) Email between Todd & Stan	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
273	Todd Jaksick	1/14/15 (1:37 p.m.) Email from Stan to Todd	2/4/19	---	---
274	Todd Jaksick	1/22/15 (12:45 p.m.) Email from Stan to LeGoy	2/4/19	---	---
275	Todd Jaksick	1/30/15 Note Payable between Stan & Incline TSS	2/4/19	---	---
276	Todd Jaksick	7/7/15 (5:45 p.m.) Email from Wendy to Riley	2/4/19	---	---
277	Todd Jaksick	SSJ Trust Financial Statements 2014	2/4/19	---	---
278	Todd Jaksick	11/13/15 Text From Todd to Stan	2/4/19	---	---
279	Todd Jaksick	Certificate of LLC Membership-Incline TSS Ltd	2/4/19	---	---
280	Todd Jaksick	1/12/16 (11:37 a.m.) Email from Wendy to Todd& Stan	2/4/19	---	---
281	Todd Jaksick	1/26/16 (6:06 p.m.) Email from Stan to Todd	2/4/19	---	---
282	Todd Jaksick	5/31/16 Email string between Stan, Todd	2/4/19	---	---
283	Todd Jaksick	9/6/16 (8:41 a.m.) Email from Todd to Stan and Riley	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
284	Todd Jaksick	9/29/16 (6:06 p.m.) Email from Todd to Stan, Riley	2/4/19	---	---
285	Todd Jaksick	12/09/16 Guarantee	2/4/19	---	---
286	Todd Jaksick	4/15/18 11:09 p.m. Email from Danyarop LLC to Acumen Finance (cc: Wendy)	2/4/19	---	---
287	Todd Jaksick	2/28/17 (7:55 p.m.) Email from Stan to Todd	2/4/19	---	---
288	Todd Jaksick	3/13/17 (11:20 p.m.) Email from Todd to Stan	2/4/19	---	---
289	Todd Jaksick	3/15/17 (11:23 a.m.) Email from Stan to Todd	2/4/19	---	---
290	Todd Jaksick	3/23/17 (3:06 p.m.) Email from Todd to Stan	2/4/19	---	---
291	Todd Jaksick	3/24/17 (9:34 a.m.) Wendy email to Stan and Todd	2/4/19	---	---
292	Todd Jaksick	3/25/17 (12:13 p.m.) Email from Wendy to Lexi, Todd, Stan	2/4/19	---	---
293	Todd Jaksick	4/7/17 (1:19 p.m.) Email from Todd to Wendy, Lexi & Stan	2/4/19	---	---
294	Todd Jaksick	7/11/17 (12:34 p.m.) Email from Stan to Todd	2/4/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
295	Todd Jaksick	9/27/17 (11:22 a.m.) Email from Stan to Todd	2/4/19	---	---
296	Todd Jaksick	8/15/13 Email from Clayton to Riley, Todd, Stan	2/4/19	---	---
297	Todd Jaksick	8/15/13 (1:28 p.m.) Email from Clayton to Riley	2/4/19	---	---
298	Todd Jaksick	10/21/13 Todd's Creditor Claim	2/4/19	STIPULATED	2/20/19
299	Todd Jaksick	1/20/16 (8:52 p.m.) Email from Todd to Wendy	2/4/19	---	---
300	Todd Jaksick	6/2017 Capital Call Request	2/4/19	---	---
301	Todd Jaksick	12/18/12 (12:21 p.m.) Email from Clayton to Hascheff, Todd	2/4/19	---	---
302	Todd Jaksick	6/5/14 (9:32 a.m.) Wendy email to Todd	2/4/19	---	---
303	Todd Jaksick	6/6/13 Text from Wendy to Todd	2/4/19	---	---
304	Todd Jaksick	7/5/13 (10:31 a.m.) Email from Todd to Riley, Stan	2/4/19	---	---
305	Todd Jaksick	7/30/14 & 7/31/14 Todd emails to Wendy	2/4/19	---	---
306	Todd Jaksick	11/18/14 (8:13 a.m.) Wendy email to Todd, Stan, Lexi, Riley	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
307	Todd Jaksick	Photo of Samuel S. Jaksick, Jr.	2/13/19	---	---
308	Todd Jaksick	Sam's Intent Diagram	2/13/19	---	---
309	Todd Jaksick	Chart of Entities Owned by Trust in April of 2013/ACPA	2/13/19	DEMO PURPOSE ONLY	DEMO PURPOSE ONLY
310	Todd Jaksick	Samuel S. Jaksick, Jr. Family Trust 4/21/13	2/13/19	---	---
310A	Todd Jaksick	Samuel L. Jaksick, Jr. Family Trust 2/4/19	2/13/19	---	---
311	Todd Jaksick	Summary of Personal Guarantees on Which Todd is Liable	2/13/19	---	---
312	Todd Jaksick	LIST OF ENTITIES IN WHICH TRUST HAS OWNERSHIP INTEREST PRESENTLY	2/13/19	---	---
313	Todd Jaksick	Tahoe Timeline	2/13/19	---	---
313A	Todd Jaksick	Tahoe Timeline	2/13/19	---	---
313B	Todd Jaksick	Lake Tahoe House	2/13/19	---	---
314	Todd Jaksick	LIST OF AND CHRONOLOGY OF TRUSTEES	2/13/19	---	---
315	Todd Jaksick	Wendy's Advances	2/13/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
316	Todd Jaksick	Financial Risk; demonstrative exhibit	2/13/19	NO OBJECTION TO DEMO PURPOSES ONLY	DEMO PURPOSES ONLY
317	Todd Jaksick	Financial Risk; demonstrative exhibit	2/13/19	---	---
317A	Todd Jaksick	Diagram	2/13/19	---	---
317B	Todd Jaksick	Diagram	2/13/19	---	---
317C	Todd Jaksick	Diagram	2/13/19	---	---
317D	Todd Jaksick	Diagram	2/13/19	---	---
317E	Todd Jaksick	Diagram	2/13/19	---	---
317F	Todd Jaksick	Diagram	2/13/19	---	---
317G	Todd Jaksick	Diagram	2/13/19	---	---
317H	Todd Jaksick	Diagram	2/13/19	---	---
317I	Todd Jaksick	Diagram	2/13/19	---	---
317J	Todd Jaksick	Diagram	2/13/19	---	---
317K	Todd Jaksick	Diagram	2/13/19	---	---
317L	Todd Jaksick	Diagram	2/13/19	---	---
317M	Todd Jaksick	Diagram	2/13/19	---	---
317N	Todd Jaksick	Diagram	2/13/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
317N	Todd Jaksick	Diagram	2/13/19	---	---
317O	Todd Jaksick	Diagram	2/13/19	---	---
317P	Todd Jaksick	Diagram	2/13/19	---	---
318	Todd Jaksick	Photograph(s)	2/4/19	---	---
318A	Todd Jaksick	Photograph(s)	2/4/19	---	---
318B	Todd Jaksick	Photograph(s)	2/4/19	---	---
318C	Todd Jaksick	Photograph(s)	2/4/19	---	---
318D	Todd Jaksick	Photograph(s)	2/4/19	---	---
318E	Todd Jaksick	Photograph(s)	2/4/19	---	---
318F	Todd Jaksick	Photograph(s)	2/4/19	---	---
318G	Todd Jaksick	Photograph(s)	2/4/19	---	---
318H	Todd Jaksick	Photograph(s)	2/4/19	---	---
318I	Todd Jaksick	Photograph(s)	2/4/19	---	---
318J	Todd Jaksick	Photograph(s)	2/4/19	---	---
318K	Todd Jaksick	Photograph(s)	2/4/19	---	---
318L	Todd Jaksick	Photograph(s)	2/4/19	---	---
318M	Todd Jaksick	Photograph(s)	2/4/19	---	---
318N	Todd Jaksick	Photograph(s)	2/4/19	---	---
318O	Todd Jaksick	Photograph(s)	2/4/19	---	---
318P	Todd Jaksick	Photograph(s)	2/4/19	---	---
318Q	Todd Jaksick	Photograph(s)	2/4/19	---	---

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318R	Todd Jaksick	Photograph(s)	2/4/19	---	---
318S	Todd Jaksick	Photograph(s)	2/4/19	---	---
318T	Todd Jaksick	Photograph(s)	2/4/19	---	---
318U	Todd Jaksick	Photograph(s)	2/4/19	---	---
318V	Todd Jaksick	Photograph(s)	2/4/19	---	---
318W	Todd Jaksick	Photograph(s)	2/4/19	---	---
318X	Todd Jaksick	Photograph(s)	2/4/19	---	---
318Y	Todd Jaksick	Photograph(s)	2/4/19	---	---
318Z	Todd Jaksick	Photograph(s)	2/4/19	---	---
318AA	Todd Jaksick	Photograph(s)	2/4/19	---	---
318BB	Todd Jaksick	Photograph(s)	2/4/19	---	---
318CC	Todd Jaksick	Photograph(s)	2/4/19	---	---
318DD	Todd Jaksick	Photograph(s)	2/4/19	---	---
318EE	Todd Jaksick	Photograph(s)	2/4/19	---	---
318FF	Todd Jaksick	Photograph(s)	2/4/19	NO OBJECTION	2/22/19
318GG	Todd Jaksick	Photograph(s)	2/4/19	NO OBJECTION	2/22/19
318HH	Todd Jaksick	Photograph(s)	2/4/19	---	---
318II	Todd Jaksick	Photograph(s)	2/4/19	---	---
318JJ	Todd Jaksick	Photograph(s)	2/4/19	---	---
318KK	Todd Jaksick	Photograph(s)	2/4/19	---	---
318LL	Todd Jaksick	Photograph(s)	2/4/19	---	---
318MM	Todd Jaksick	Photograph(s)	2/4/19	---	---

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318NN	Todd Jaksick	Photograph(s)	2/4/19	---	---
318OO	Todd Jaksick	Photograph(s)	2/4/19	---	---
318PP	Todd Jaksick	Photograph(s)	2/4/19	---	---
318QQ	Todd Jaksick	Photograph(s)	2/4/19	---	---
319	Todd Jaksick	12/8/14 (4:19 p.m.) Clayton email to Wendy (cc: Todd, Stan)	2/4/19	---	---
320	Todd Jaksick	12/11/14 (9:57 a.m.) Clayton email to Wendy (cc: Todd, Stan)	2/4/19	---	---
321	Todd Jaksick	3/11/14 (9:45 a.m.) Email from Wendy to Todd	2/4/19	---	---
322	Todd Jaksick	12/15/14 (5:01 p.m.) Clayton email to Wendy	2/4/19	---	---
323	Todd Jaksick	5/28/14 (12:03 p.m.) Email from Riley to Wendy, Stan, Todd, Lexi	2/4/19	---	---
324	Todd Jaksick	7/7/15 (6:49 p.m.) Email from Riley to Todd, Stan	2/4/19	---	---
325	Todd Jaksick	7/25/16 (1:17 p.m.) Email from Riley to Wendy	2/4/19	---	---
326	Todd Jaksick	7/25/16 (5:27 p.m.) Email from Riley to Wendy, Lexi	2/4/19	---	---
327	Todd Jaksick	Demonstrative Chart – Professionals Providing Advice to Todd	2/4/19	NO OBJECTION TO DEMO PURPOSES ONLY	DEMO PURPOSE ONLY

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
328	Todd Jaksick	Demonstrative Chart – Chronology of Events of Ownership of Tahoe House	2/4/19	---	---
329		INTENTIONALLY BLANK	---	---	---
330	Todd Jaksick	Debts and Obligations Schedule re: Samuel S. Jaksick Jr Family Trust, Estate of Samuel L. Jaksick Jr.	2/4/19	---	---
331	Todd Jaksick	Advances to Wendy	2/13/19	NO OBJECTION	2/27/19
332	Todd Jaksick	The TBJ's Issue Trust Agreement	2/20/19	---	---
333	Todd Jaksick	The Samuel S. Jaksick, Jr. Family Trust Agreement	2/20/19	---	---
334	Todd Jaksick	Wendy's original Counter Petition	5/13/19	---	---
335-399		INTENTIONALLY BLANK	---	---	---
400	Wendy Jaksick	Sam Jaksick Entities List	2/4/19	---	---
401	Wendy Jaksick	Sam's 2012 Income Tax Return	2/4/19	---	---
402	Wendy Jaksick	Sam's 2013 Income Tax Return	2/4/19	---	---
403	Wendy Jaksick	SSJ LLC Operating Agreement	2/4/19	---	---
404	Wendy Jaksick	Home Camp Land and Livestock 2013 Tax Return	2/4/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
405	Wendy Jaksick	Home Camp Land and Livestock 2014 Tax Return	2/4/19	---	---
406	Wendy Jaksick	Security Agreement, Wendy Jaksick as Debtor, Family Trust as Secured Party	2/4/19	---	---
407	Wendy Jaksick	Family Trust Balance Sheet, March 31, 2016	2/4/19	---	---
408	Wendy Jaksick	Pioneer Group, Inc Estimated Taming and Amount of Cash Distributions	2/4/19	---	---
409	Wendy Jaksick	Incline TSS New Partnership Structure #8 – Admission of Stan	2/4/19	---	---
410	Wendy Jaksick	Note Payable Between TBJ Family Trust and SBJ Family Trust	2/4/19	NO OBJECTION	2/27/19
411	Wendy Jaksick	Capital Call Request – Jackrabbit Properties – June 27, 2017	2/4/19	STIPULATED	2/20/19
412	Wendy Jaksick	Capital Call – Jackrabbit Properties – September 27, 2017	2/4/19	STIPULATED	2/20/19
413	Wendy Jaksick	Correspondence Dated December 13, 2017 From Kent Robison to Various Parties, Re: Capital Call Jackrabbit Property, LLC	2/4/19	---	---

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414	Wendy Jaksick	Unsecured Promissory Note – Todd B. Jaksick Borrower, Samuel S. Jaksick Lender – Agreement to Extend	2/4/19	OBJECTION OVERRULED	2/27/19
415	Wendy Jaksick	Todd Jaksick's House	2/4/19	---	---
416	Wendy Jaksick	Indemnification and Contribution Agreement – BHC Family Trust	2/4/19	---	---
417	Wendy Jaksick	Pacific Life Insurance Check in the Amount of \$6,032,876.71 and Statement of Claim Payment	2/4/19	NO OBJECTION	2/19/19
418	Wendy Jaksick	August 15, 2016, Solomon Dwiggins Freer	2/4/19	STIPULATED	2/26/19
419	Wendy Jaksick	Incline TSS LTD – Capital Call – March 13, 2017	2/4/19	STIPULATED	2/20/19
420	Wendy Jaksick	Livestock Bill of Sale	2/4/19	STIPULATED	2/21/19
421	Wendy Jaksick	DLR WPR NRCS Closing Funds Distribution – April 17, 2014	2/4/19	---	---
422	Wendy Jaksick	Distribution Breakdown 2015 Todd Sub trust	2/4/19	---	---
423	Wendy Jaksick	2013 Annual Account Statement – Issue Trust	2/4/19	---	---
424	Wendy Jaksick	2015 Annual Account Statement – Issue Trust	2/4/19	---	---

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425	Wendy Jaksick	Pioneer Group Ownership and Control	2/4/19	---	---
426	Wendy Jaksick	Closing Statement – Galena Canyon Trial – February 24, 2012	2/4/19	---	---
427	Wendy Jaksick	Lease Agreement – Home Camp Land & Livestock Co., Dated December 12, 2013	2/4/19	---	---
428	Wendy Jaksick	Correspondence from Zachary E. Johnson to Donald A. Lattin and Philip Kreitlein re: Sub trust Accountings	2/4/19	---	---
429	Wendy Jaksick	Indemnification Payments Worksheet	2/4/19	STIPULATED	2/20/19
430	Wendy Jaksick	Email Dated May 14, 2013 from Jessica Clayton to Kevin Riley, Re: from Todd	2/4/19	---	---
431	Wendy Jaksick	Email Dated May 28, 2013 from Jessica Clayton to Kevin Riley, Re: from Todd	2/4/19	---	---
432	Wendy Jaksick	Email Dated January 11, 2014 from Stan Jaksick to Todd Jaksick, Re: Super Cub	2/4/19	---	---
433	Wendy Jaksick	Email dated January 13, 2014 from Jessica Clayton to Kevin Riley Re: WPR to DLR including cattle	2/4/19	---	---

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434	Wendy Jaksick	Email Dated January 15, 2014 From Wendy Jaksick to Todd Jaksick, Re: Easement update	2/4/19	---	---
435	Wendy Jaksick	Email Dated February 4, 2014 From Wendy Jaksick to Todd Jaksick	2/4/19	---	---
436	Wendy Jaksick	Email Dated February 5, 2014 From Brian McQuaid to Wendy Jaksick, Re: Super Cut and Duck Lake Ranch Note	2/4/19	---	---
437	Wendy Jaksick	Email Dated May 21, 2014 from Wendy Jaksick to Todd Jaksick Re: April 16, 2014	2/4/19	STIPULATED	2/21/19
438	Wendy Jaksick	Email Dated May 21, 2014 from Wendy Jaksick to Todd Jaksick Re: Notes	2/4/19	---	---
439	Wendy Jaksick	Text Message from Wendy to Todd Jaksick and Stan Jaksick	2/4/19	---	---
440	Wendy Jaksick	Email Dated September 26, 2014 From Stan Jaksick to Todd Jaksick, Re: Yesterday's Meeting	2/4/19	NO OBJECTION	2/20/19
441	Wendy Jaksick	Email Dated October 28, 2014 from Kevin Riley to Todd and Stan Jaksick Re: Tahoe/Incline TSS	2/4/19	NO OBJECTION	2/20/19
442	Wendy Jaksick	Email Dated November 7, 2014 From Jessica Clayton to Kevin Riley Re: ACPA – Need Kevin's signature	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
443	Wendy Jaksick	Email Dated February 11, 2015 from Jessica Clayton to Stan Jaksick and Kevin Riley Re: Explanation of Funds to Court for Stan	2/4/19	---	---
444	Wendy Jaksick	Email Dated January 12, 2016 From Wendy Jaksick to Todd Jaksick, Re: Gorman	2/4/19	NO OBJECTION	2/20/19
445	Wendy Jaksick	Email Dated January 12, 2016 From Wendy Jaksick to Todd Jaksick and Stan Jaksick Re: Vegas company buying Bronco Billy's definite agreement	2/4/19	---	---
446	Wendy Jaksick	Email Dated May 4, 2016 from Kevin Riley to Wendy Jaksick Re: Question	2/4/19	---	---
447	Wendy Jaksick	Email Dated July 20, 2016 From Kevin Riley to Todd Jaksick and Stan Jaksick, Re: First draft-estate distribution	2/4/19	STIPULATED	2/20/19
448	Wendy Jaksick	Email Dated August 19, 2016 From Kevin Riley to Stan Jaksick Re: Todd's Indemnification Worksheet (Need to Identify and Attach Attachments)	2/4/19	---	---

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449	Wendy Jaksick	Email Dated September 7, 2016 From Stan Jaksick to Todd Jaksick Re: Wendy Misc	2/4/19	STIPULATED	2/20/19
450	Wendy Jaksick	Email Dated December 1, 2016 From Jessica Clayton to Kevin Riley Re: Todd Sub Trust to Same Trust Balance Inco	2/4/19	---	---
451	Wendy Jaksick	Email Dated December 12, 2016 From Kevin Riley to Todd Jaksick, Bob LeGoy, Don Lattin and Nik Palmer Re: Fly Geyser & Grandchildrens Trust	2/4/19	---	---
452	Wendy Jaksick	Email Dated January 6, 2017 From Kevin Riley to Todd Jaksick, Stan Jaksick, Bob LeGoy and Brian McQuaid Re: draft financials for sj trust	2/4/19	---	---
453	Wendy Jaksick	Email Dated January 27, 2017 from Kevin Riley to Todd Jaksick, Stan Jaksick, Bob LeGoy and Brian McQuaid Re: SSJ trust distribution planning	2/4/19	---	---
454	Wendy Jaksick	Email Dated February 14, 2017 From Todd Jaksick to Stan Jaksick Re: Personal Guarantee	2/4/19	NO OBJECTION	2/20/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
455	Wendy Jaksick	Email Dated July 21, 2017 From Kevin Riley to Wendy Jaksick Re: BHC Trust	2/4/19	---	---
456	Wendy Jaksick	Email Dated December 5, 2017 from Stan Jaksick to Todd Jaksick Re: Meeting notes 11/29/17	2/4/19	---	---
457	Wendy Jaksick	Settlement Agreement Between Todd Jaksick and Stan Jaksick	2/19/19	---	---
458	Wendy Jaksick	Correspondence dated February 24, 2005 from Robert LeGoy and Gustave Rossi to Sam Jaksick and Todd Jaksick Re: Proposed transfer of Home Camp Land and Livestock Co,	2/14/19	---	---
459	Wendy Jaksick	Email dated May 11, 2006 from Robert LeGoy to Jessica Clayton Re: Clayton's direction to sign family trust	2/14/19	---	---
460	Wendy Jaksick	Correspondence dated June 29, 2006 from Robert LeGoy to Samuel Jaksick Re: Estate planning of Samuel J. Jaksick Re: Estate planning of Samuel J. Jaksick, Jr.	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
461	Wendy Jaksick	Correspondence dated December 6, 2006 from Robert LeGoy to Samuel Jaksick Re: The SSJ's Issue Trust Agreement	2/14/19	---	---
462	Wendy Jaksick	Correspondence dated December 27, 2006 from Robert LeGoy to Samuel Jaksick Re: The SSJ's Issue Trust Agreement	2/14/19	---	---
463	Wendy Jaksick	Correspondence dated April 12, 2007 from Robert LeGoy to Samuel Jaksick and Todd Jaksick Re: Binders re: the SSJ's Issue Trust Agreement	2/14/19	---	---
464	Wendy Jaksick	Email dated November 14, 2007 from Geoff Grenert to Robert LeGoy, Re: Jaksick	2/14/19	---	---
465	Wendy Jaksick	Correspondence dated June 17, 2010 from Robert LeGoy to Samuel Jaksick and Todd Jaksick Re: Evaluation of Real Estate Purchase Option for Sam's Incline Residence	2/14/19	NO OBJECTION	2/19/19
466	Wendy Jaksick	Email dated May 29, 2013 from Robert LeGoy to Brian McQuaid Re: Questions on List of Creditors	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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Exhibit No.	Party	Description	Marked	Offered	Admitted
467	Wendy Jaksick	Email dated May 24, 2013 from Robert LeGoy to Jessica Clayton Re: Notice to Creditors	2/14/19	---	---
468	Wendy Jaksick	Email dated May 29, 2013 from Richard Thomas to Jessica Clayton Re: Sam's Estate	2/14/19	---	---
469	Wendy Jaksick	Email dated May 30, 2013 from Robert LeGoy to Jessica Clayton Re: Declaration of Gift – Bank Account	2/14/19	---	---
470	Wendy Jaksick	Email dated May 30, 2013 from Robert LeGoy to Jessica Clayton Re: From Todd	2/14/19	NO OBJECTION	2/21/19
471	Wendy Jaksick	Email Dated June 1, 2013 from Brian McQuaid to Jessica Clayton Re: Incline TSS LTD a Nevada Limited Liability Company	2/14/19	STIPULATED	2/19/19
472	Wendy Jaksick	Email dated June 2, 2013 from Todd Jaksick to Brian McQuaid re: Tahoe House	2/14/19	---	---
473	Wendy Jaksick	Email dated June 3, 2013 from Todd Jaksick to Brian McQuaid Re: Tahoe House	2/14/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
474	Wendy Jaksick	Email dated June 4, 2013 from Jessica Clayton to Brian McQuaid, Todd Jaksick and Kevin Riley Re: Incline TSS Ltd a Nevada Limited Liability Company	2/14/19	NO OBJECTION	2/19/19
475	Wendy Jaksick	Email dated June 4, 2013 from Brian McQuaid to Robert LeGoy re: Incline TSS LTD, A Nevada Limited Liability Company	2/14/19	NO OBJECTION	2/19/19
476	Wendy Jaksick	Email dated June 4, 2013 from Brian McQuaid to Todd Jaksick Re Draft Agreement re; Life Insurance	2/14/19	NO OBJECTION	2/19/19
477	Wendy Jaksick	Correspondence dated June 12, 2013 from Robert LeGoy and Brian McQuaid to Todd Jaksick, Stan Jaksick and Kevin Riley Re: Engagement Letter	2/14/19	---	---
478	Wendy Jaksick	Email dated June 15, 2013 from Robert LeGoy to Jessica Clayton Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19	---	---
479	Wendy Jaksick	Email dated June 15, 2013 from Robert LeGoy to Brian McQuaid and Doris Dotson Re: List of Creditors	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
480	Wendy Jaksick	Email dated June 18, 2013 from Robert LeGoy to Jessica Clayton Re: Assignment of Gift Bank Account	2/14/19	---	---
481	Wendy Jaksick	Email dated June 19, 2013 from Robert LeGoy to Nik Palmer Re: Roger Morris	2/14/19	---	---
482	Wendy Jaksick	Email dated June 19, 2013 from Robert LeGoy to Brian McQuaid Re: Sam's Estate-NSB Update – Message Failure 2 nd attempt	2/14/19	---	---
483	Wendy Jaksick	Email dated June 20, 2013 from Kevin Riley to Robert LeGoy and Jessica Clayton Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19	---	---
484	Wendy Jaksick	Email dated June 21, 2013 from Brian McQuaid to Matthew Gray Re: Jaksick Trust Documents	2/14/19	---	---
485	Wendy Jaksick	Email dated July 5, 2013 from Brian McQuaid to Jessica Clayton Re: Probate time frame for bank accounts	2/14/19	---	---
486	Wendy Jaksick	Email dated July 5, 2013 from Todd Jaksick to Brian McQuaid Re: Executors for Probate	2/14/19	---	---

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487	Wendy Jaksick	Email dated July 24, 2013 from Kevin Riley to Robert LeGoy Re: Indemnification Agreement	2/14/19	---	---
488	Wendy Jaksick	Creditor Claim dated October 11, 2013 submitted by Janene Jaksickk to the Estate of Samuel S. Jaksick, Jr.	2/14/19	---	---
489	Wendy Jaksick	Correspondence dated March 31, 2014 from the Samuel S. Jaksick Family Trust to Robert LeGoy Re: Representation of the Samuel S. Jaksick Jr. Family Trust and all sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd Jaksick, Stanley S. Jaksick, and related Persons and Entities	2/14/19	---	---
490	Wendy Jaksick	Assignment of Note Payable dated June 4, 2014	2/14/19	---	---
491	Wendy Jaksick	Email dated June 6, 2014 from Jessica Clayton to Brian McQuaid and Robert LeGoy re: Sam's Family Trust	2/14/19	---	---
492	Wendy Jaksick	Email dated June 11, 2014 from Brian McQuaid to Robert LeGoy, Re: Jaksick – Consent	2/14/19	---	---

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493	Wendy Jaksick	Correspondence dated June 11, 2014 from Shawn Pearson to Robert LeGoy Re: Sam Jaksick Jr.	2/14/19	---	---
494	Wendy Jaksick	Email dated August 11, 2014 from Jessica Clayton to Brian McQuaid and Doris Dotson Re: Monday conference call	2/14/19	---	---
495	Wendy Jaksick	Correspondence dated August 15, 2014 from Wendy Jaksick to Todd Jaksick, Sam Jaksick, and Kevin Riley Re: Wendy Jaksick 1995 Insurance Note	2/14/19	STIPULATED	2/22/19
496	Wendy Jaksick	Email dated August 18, 2014 from Jessica Clayton to Brian McQuaid Re: Options for Loan to Trust	2/14/19	---	---
497	Wendy Jaksick	Email dated August 19, 2014 from Brian McQuaid to Jessica Clayton Re: Options for Loan to Trust	2/14/19	---	---
498	Wendy Jaksick	Correspondence dated September 3, 2014 from Robert LeGoy to Wendy Jaksick Re: Your Letter dated August 16, 2014	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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499	Wendy Jaksick	Correspondence dated October 15, 2014 from Robert LeGoy to Brett Buckingham, Investigator, Re: Stanley S. Jaksick and Todd B Jaksick	2/14/19	---	---
500	Wendy Jaksick	Email dated October 27, 2014 from Robert LeGoy to Jessica Clayton, Stan Jaksick, and Kevin Riley, Re: Montreux Development Group LLC	2/14/19	---	---
501	Wendy Jaksick	Correspondence dated October 27, 2014 from Robert LeGoy to Stan S. Jaksick, Re: Divorce Payment to Wife	2/14/19	---	---
502	Wendy Jaksick	Email dated October 28, 2014 from Brian McQuaid to Stan Jaksick, and Todd Jaksick Re: Stan's Promissory Notes	2/14/19	---	---
503	Wendy Jaksick	Email dated November 18, 2014 from Jessica Clayton to Brian McQuaid Re: Draft Promissory Notes - Wendy	2/14/19	---	---
504	Wendy Jaksick	Email dated January 20, 2015 from Kevin Riley to Robert LeGoy and Brian McQuaid Re: Draft Financials	2/14/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
505	Wendy Jaksick	Email dated January 21, 2015 from Brian McQuaid to Kevin Riley Re: Revision to Sam's Family Trust Agreement to elect QSST status	2/14/19	STIPULATED	2/21/19
506	Wendy Jaksick	Email dated March 12, 2015 from Brian McQuaid to Jessica Clayton, Robert LeGoy, Kevin Riley, Todd Jaksick and Stan Jaksick Re: FIB LOC Renewal Docs	2/14/19	---	---
507	Wendy Jaksick	Email dated July 23, 2015 from Todd Jaksick to Brian McQuaid Re: Janene Agreement	2/14/19	---	---
508	Wendy Jaksick	Email dated November 3, 2015 from Kevin Riley to Robert LeGoy and Brian McQuaid Re: Jackrabbit properties transfer	2/14/19	---	---
509	Wendy Jaksick	Email dated November 6, 2015 from Jessica Clayton to Brian McQuaid, Re: Security for SSJ's Issue Trust Notes	2/14/19	---	---
510	Wendy Jaksick	Email dated November 12, 2015 from Brian McQuaid to Jessica Clayton Re: Jackrabbit properties transfer	2/14/19	---	---

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511	Wendy Jaksick	Email dated November 12, 2015 from Brian McQuaid to Jessica Clayton Re: Security for SSJ's Issue Trust Notes	2/14/19	---	---
512	Wendy Jaksick	Email dated November 21, 2015 from Brian McQuaid to Jessica Clayton, Kevin Riley and Stan Jaksick Re: Security for SSJ's Issue Trust Notes	2/14/19	---	---
513	Wendy Jaksick	Memo to File dated November 25, 2015 Re: Conference call with Todd Jaksick and Kevin Riley re: Jackrabbit	2/14/19	NO OBJECTION	2/21/19
514	Wendy Jaksick	Email dated December 17, 2015 from Kevin Riley to Brian McQuaid Re: Jackrabbit Properties LLC	2/14/19	---	---
515	Wendy Jaksick	Email dated December 18, 2015 from Brian McQuaid to Kevin Riley, Todd Jaksick, Stan Jaksick, Jessica Clayton and Robert LeGoy Re: Jackrabbit Properties LLC	2/14/19	---	---
516	Wendy Jaksick	Assets of Trust Benefitting Benjamin and Amanda Jaksick dated December 23, 2013	2/14/19	---	---

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517	Wendy Jaksick	Email dated January 13, 2016 from Brian McQuaid to Kevin Riley, Todd Jaksick, Stan Jaksick, and Robert LeGoy Re: White Pine Lumber	2/14/19	---	---
518	Wendy Jaksick	Email dated January 21, 2016 from Robert LeGoy to Todd Jaksick, Re: Land Owner	2/14/19	---	---
519	Wendy Jaksick	Email dated April 28, 2016 from Brian McQuaid to Jessica Clayton and Robert LeGoy Re: Pioneer Group – Sale Info – Docs – Timeline	2/14/19	---	---
520	Wendy Jaksick	Email dated May 23, 2016 from Kevin Riley to Brian McQuaid and Bob LeGoy Re: Debts	2/14/19	---	---
521	Wendy Jaksick	Robert LeGoy's Notes dated July 24, 2017 Re: Stan's issues with Todd's Indemnification Agreement	2/14/19	---	---
522	Wendy Jaksick	Email dated July 28, 2017 from Robert LeGoy to Pierre Hascheff Re: Indemnification Agreements the Great Sam Jaksick Gave Stan and Todd	2/14/19	---	---

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523	Wendy Jaksick	Correspondence dated August 3, 2018 from Robert LeGoy to Adam Hosmer-Henner, Phillip Kreitlein, Michael S. Kimmel and Kent Robison Re: Jaksick Litigations	2/14/19	NO OBJECTION	3/1/19
524	Wendy Jaksick	Email dated August 3, 2018 from Robert LeGoy to Mark Knobel Re: Informed Consents to Representations and Waivers of Conflicts in Jaksick Litigations	2/14/19	STIPULATED	3/1/19
525	Wendy Jaksick	Family Trust Obligations Ledger Re: LeGoy questioning Todd's IA Payment Claims	2/14/19	NO OBJECTION	2/27/19
526	Wendy Jaksick	Memo dated October 16, 2014 from Procter J. Hug IV to Brian McQuaid and Robert LeGoy Re: Samuel S. Jaksick, Jr. Trust and Estates Administration	2/14/19	---	---
527	Wendy Jaksick	NRS 165.141 – Demand for Accounting – Effective from October 1, 2015	2/14/19	---	---
528	Wendy Jaksick	NRS 165.141 – Demand for Accounting – Effective through September 31, 2015	2/14/19	---	---
529	Wendy Jaksick	NRS 165.1214 – Timing of Accounting	2/14/19	---	---

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530	Wendy Jaksick	Sam Jaksick Entities Chart	2/14/19	---	---
531	Wendy Jaksick	Sam Jaksick List of Entities, Valuations and Notes, dated July 8, 2013	2/14/19	---	---
532	Wendy Jaksick	Objection to Approval of Accountings and Other Trust Administration Matter dated October 10, 2017- Family Trust Accounting	2/14/19	---	---
533	Wendy Jaksick	Objection to Approval of Accountings and Other Trust Administration Matters, dated October 10, 2017 – Issue Trust Accounting	2/14/19	---	---
534	Wendy Jaksick	Amended Objection and Counter-Petition Re: Family Trust dated March 23, 2018	2/14/19	---	---
535	Wendy Jaksick	Amended Objection and Counter-Petition Re: Issue Trust dated March 23, 2018	2/14/19	---	---
536		INTENTIONALLY BLANK		---	---
537	Wendy Jaksick	The TBJ's Issue Trust Agreement	2/14/19	NO OBJECTION	2/9/19
538	Wendy Jaksick	Unsecured Promissory Note	2/19/19	---	---
539	Wendy Jaksick	Amendment Unsecured Promissory Note	2/19/19	---	---

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540	Wendy Jaksick	Wendy Jaksick Trust Under the Samuel S. Jaksick Jr Family Trust Agreement	2/19/19	STIPULATED	2/21/19
541	Wendy Jaksick	Declaration of the Samuel S. Jaksick Jr., Wendy A. Jaksick 2012 BHC Family Trust	2/19/19	STIPULATED	2/21/19
542	Wendy Jaksick	Real Estate Option Agreement	2/19/19	NO OBJECTION	2/19/19
542A	Wendy Jaksick	Original Signature	2/25/19	STIPULATED	2/25/19
543	Wendy Jaksick	Uniform Residential Loan Applications	2/19/19	STIPULATED	2/19/19
544	Wendy Jaksick	12/27/19 Email	2/19/19	NO OBJECTION	2/19/19
545	Wendy Jaksick	Kimmel Appraisal	2/20/19	STIPULATED	2/20/19
546	Wendy Jaksick	1011 Lakeshore Blvd Zillow3	2/20/19	OBJECTION SUSTAINED	---
547	Wendy Jaksick	Amendment to Secured Promissory Note	2/20/19	STIPULATED	2/20/19
548	Wendy Jaksick	Original Indemnification Agreement	2/21/19	NO OBJECTION	2/21/19
549	Wendy Jaksick	Original Signature	2/21/19	NO OBJECTION	2/21/19
550	Todd Jaksick	Consent and Release	2/17/19	OBJECTION OVERRULED	2/27/19

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
551	Trustees	Second Amendment to the Operating Agreement	2/28/19	NO OBJECTION	2/28/19
552	Wendy Jaksick	Photos	2/28/19	---	---
553	Wendy Jaksick	Original of Exhibit 13	2/25/19	---	---
554	Wendy Jaksick	Form of Notice to Holder of Crummey Withdrawal Power	3/1/19	NO OBJECTION	3/1/19
555	Court	Proposed Jury Instructions + Matrix [imaged to case docket]	3/4/19	---	---
556-559		INTENTIONALLY BLANK	---	---	---
560	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
561	Todd Jaksick	Demo Exhibit	3/4/19 + 5/13/19	DEMO PURPOSES ONLY; STIPULATED	5/13/19
562	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
563	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
564	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
565	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
566	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
567	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
568	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
569	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
570	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
571	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
572	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
573	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
574	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
575 and 576		INTENTIONALLY BLANK		---	---
577	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
580	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
581	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
582	Todd Jaksick	Original, unredacted Exhibit 23.41	3/4/19	---	---
583	Wendy Jaksick	Verdict, dated March 4, 2019	5/13/19	---	WITHDRAWN
584	Wendy Jaksick	Settlement Agreement Between Todd Jaksick and Stan Jaksick – Exhibit 457 from Jury Trial	5/13/19	PENDING EVIDENTIARY RULING	
585	Wendy Jaksick	SSJ's Issue Trust Financial Statement 1/01/18-12/31/18	5/13/19	PENDING EVIDENTIARY RULING	

JURY + NON-JURY Trial Exhibits

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RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
586	Wendy Jaksick	10/25/2018 Correspondence from Wendy's Counsel to Trustees' Counsel re: accountings	5/13/19	PENDING EVIDENTIARY RULING	
587	Wendy Jaksick	Emergency Motion to Compel Production of Subtrust Accountings, dated 01/18/2019	5/13/19	PENDING EVIDENTIARY RULING	
588	Wendy Jaksick	Stanley Jaksick's Opposition to Emergency Motion to Compel Production of Subtrust Accountings, dated 02/01/2019	5/13/19	PENDING EVIDENTIARY RULING	
589	Wendy Jaksick	Joinder to Stanley Jaksick's Opposition to Emergency Motion to Compel Production of Subtrust Accountings, dated 02/01/2019	5/13/19	PENDING EVIDENTIARY RULING	
590	Wendy Jaksick	Order Granting and Part and Denying in Part Motion to Compel Production of Subtrust Accountings, dated 02/07/2019	5/13/19	PENDING EVIDENTIARY RULING	
591	Wendy Jaksick	03/15/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: accountings	5/13/19	PENDING EVIDENTIARY RULING	
592	Wendy Jaksick	01/14/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: tax returns	5/13/19	PENDING EVIDENTIARY RULING	

JURY + NON-JURY Trial Exhibits

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RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
593	Wendy Jaksick	03/15/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: resignation	5/13/19	PENDING EVIDENTIARY RULING	
594	Wendy Jaksick	03/15/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: removal	5/13/19	PENDING EVIDENTIARY RULING	
595	Wendy Jaksick	03/20/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: Disclosure Concerning \$4 Million for Wendy	5/13/19	PENDING EVIDENTIARY RULING	
596	Wendy Jaksick	03/20/2019 Correspondence from Trustees' Counsel to Wendy's Counsel re: resignation	5/13/19	PENDING EVIDENTIARY RULING	
597	Wendy Jaksick	03/21/2019 Correspondence from Todd's Counsel to Wendy's Counsel re: resignation	5/13/19	PENDING EVIDENTIARY RULING	

PR17-00445
DC-09900088607-001
CONS: TRUST: SSJ'S ISSUE TR 75 Pages
District Court 05/17/2019 12:29 PM
Washoe County MIN
ADICV

D. PR17-00445

CONS: TRUST: SSJ'S ISSUE TRUST
CORRECTED EXHIBIT LIST ATTACHED

JUDGE
RS OF

COURT PRESENT

APPEARANCES-HEARING

5/13/19
HONORABLE
DAVID A. HARDY
Dept. No. 15
A. Dick
(Clerk)
T. Amundson
(Reporter)

NON-JURY TRIAL – DAY 1
Kevin Spencer, Esq. and Mark Connot, Esq. represented Wendy Jaksick who was present seated in the gallery. Kent Robison, Esq. represented Todd Jaksick, individually, who was present seated in the gallery as well as Duck Lake Ranch, LLC, Incline TSS, LTD., and Sammy Supercub, LLC. Donald Lattin, Esq. represented Todd Jaksick, Michael Kimmel, and Kevin Riley, only Todd Jaksick was present. Adam Hosmer-Henner, Esq. and Philip Kreitlein, Esq. represented Stanley Jaksick who was present seated in the gallery.
Prior to the commencement of court, Exhibit 334, Exhibit 561, and Exhibit 583 through Exhibit 597 marked for identification.
9:57 a.m. – Court convened with counsel and respective parties present.
Counsel Lattin addressed the Court presented an opening statement procedural roadmap.
Counsel Robison addressed the Court presented an opening statement procedural roadmap. Counsel moved to strike Wendy's second supplemental to first amended counter petition as a fugitive document and improperly filed.
Counsel Hosmer-Henner addressed the Court waived an opening statement but formally objected to Wendy's second supplemental to first amended counter petition and moved to strike said supplement as a violation of Rule 15. Counsel further requested Wendy seal Exhibit 23.41 contained as a public document attached to a filing.
Counsel Spencer addressed the Court presented an opening statement procedural roadmap and stipulated to counsel Hosmer-Henner's request to seal Exhibit 23.41 attached to a public filing. Counsel argued in support of the timeliness of Wendy's filing of said second supplement as relevant in this portion of trial and in an effort to avoid filing a separate lawsuit. Counsel requested written closing statements be provided. Counsel Connot addressed the Court presented an opening statement procedural roadmap.
Theoretical discussion regarding the Court's role and disclosing preliminary comments ensued.
10:34 a.m. – brief recess.
11:01 a.m. – Court reconvened with counsel and respective parties present.
Counsel Robison advised regarding exhibits, as follows:
Exhibit 561, stipulated, offered; ADMITTED.
Exhibit 583 WITHDRAWN.
Exhibit 584 Stan and Petitioner objects to.

Exhibit 585 stipulated, except as to relevance.

Exhibit 588 objected to.

Exhibit 589 objected to.

Exhibit 590 objected to.

Exhibit 587 objected to.

Exhibit 586 stipulated as to foundation, objected to as to relevance.

Exhibit 591 stipulated as to foundation, objected to as to relevance.

Exhibit 592 stipulated as to foundation, objected to as to relevance.

Exhibit 593 stipulated as to foundation, objected to as to relevance.

Exhibit 594 stipulated as to foundation, objected to as to relevance.

Exhibit 595 stipulated as to foundation, objected to as to relevance.

Exhibit 597 stipulated as to foundation, objected to as to relevance.

Exhibit 596 stipulated as to foundation, objected to as to relevance.

Counsel Robison moved to offer all previously identified stipulated jury trial exhibits* into evidence; ADMITTED.

Exhibit 415 objected to.

Exhibit 457 objected to.

Counsel Robison presented a proposed stipulated, briefing scheduled for consideration.

Court inquired counsel as to why this proposed stipulation is preferable to their clients.

Counsel each answered the Court's question.

Counsel Robison requested exhibits need not to be attached to any briefing, rather only referencing said exhibits should be deemed sufficient – **GRANTED.**

Further theoretical discussion regarding the Court's role and disclosing preliminary comments ensued.

Court presented its initial preliminary comments to counsel.

COURT ORDERED: In accordance with Rule 9, counsel Robison shall prepare and submit to Department 15 staff a proposed stipulated briefing scheduled for consideration.

Court stated it will enter a written evidentiary ruling regarding Wendy's newly marked exhibits presented today. Court declined to impose any page limits upon briefing work but encouraged counsel to be economical.

COURT FURTHER ORDERED: Matter UNDER ADVISEMENT; a written Order shall be entered.

11:34 a.m. – Court stood in recess.

**Clerk's note: Counsel Robison provided court clerk with list of exhibits stipulated into evidence but not shown as admitted – list #3, attached below.*

Clerk's note: Exhibit 222 not provided to clerk, counsel notified:

From: Zach Johnson [mailto:zach@dallasprobate.com]

Sent: Friday, May 31, 2019 9:07 AM

To: Dick, Amanda <Amanda.Dick@washoecourts.us>

Subject: RE: Exhibit 222 / PR17-00445 SSJ

[NOTICE: This message originated outside of Second Judicial District Court, State of Nevada -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Amanda:

This Exhibit was a placeholder for James Green's emails. He never produced the emails after his deposition so there is nothing to include for this exhibit.

Regards,

Zachary E. Johnson



SPENCER & JOHNSON, PLLC

www.dallasprobate.com

SPENCER & JOHNSON, PLLC

500 N. Akard Street, Suite 2150

Dallas, Texas, 75201

(214) 965-9999

(214) 965-9500 - Fax

zach@dallasprobate.com

Visit our website at: www.dallasprobate.com

From: Dick, Amanda <Amanda.Dick@washoecourts.us>

Sent: Friday, May 24, 2019 4:01 PM

To: Kent Robison <KRobison@rssblaw.com>; 'dlattin@mcllawfirm.com' <dlattin@mcllawfirm.com>;
Therese Shanks <tshanks@rssblaw.com>; McQuaid, Brian <bmcquaid@mcllawfirm.com>; Renner,
Carolyn <crenner@mcllawfirm.com>; philip@kreitleinlaw.com; Adam Hosmer-Henner
<ahosmerhenner@mcdonaldcarano.com>; Connot, Mark J. <MConnot@foxrothschild.com>; Kevin
Spencer <kevin@dallasprobate.com>; Zach Johnson <zach@dallasprobate.com>

Cc: Loffredo, Doreen <dloffredo@foxrothschild.com>; Jayne Ferretto <JFerretto@rssblaw.com>; Jennifer
Salisbury <jsalisbury@mcllawfirm.com>; Hunt, Amanda <ahunt@foxrothschild.com>; Dick, Amanda
<Amanda.Dick@washoecourts.us>

Subject: RE: Exhibit 222 / PR17-00445 SSJ

Hello,

This is follow-up re: the location of Exhibit 222. If the document is less than 5MB, please feel free to email it to me.

Thank you.

From: Dick, Amanda

Sent: Tuesday, May 14, 2019 10:13 AM

To: Kent Robison <KRobison@rssblaw.com>; 'dlattin@mcllawfirm.com' <dlattin@mcllawfirm.com>;
Therese Shanks <tshanks@rssblaw.com>; McQuaid, Brian <bmcquaid@mcllawfirm.com>; Renner,
Carolyn <crenner@mcllawfirm.com>; philip@kreitleinlaw.com; Adam Hosmer-Henner
<ahosmerhenner@mcdonaldcarano.com>; Connot, Mark J. <MConnot@foxrothschild.com>; Kevin

Spencer <kevin@dallasprobate.com>; Zach Johnson <zach@dallasprobate.com>
Cc: Loffredo, Doreen <dloffredo@foxrothschild.com>; Jayne Ferretto <JFerretto@rssblaw.com>; Jennifer Salisbury <jsalisbury@mcllawfirm.com>; Hunt, Amanda <ahunt@foxrothschild.com>
Subject: Exhibit 222 / PR17-00445 SSJ

Hello,

Exhibit 222 "James Green Emails" was offered into evidence yesterday, is not in the binder. I only have a coverage page.

If it is possible to email me the exhibit that would be wonderful.

Please and thank you.

From: Dick, Amanda

Sent: Monday, May 13, 2019 3:56 PM

To: Kent Robison <KRobison@rssblaw.com>; 'dlattin@mcllawfirm.com' <dlattin@mcllawfirm.com>; Therese Shanks <tshanks@rssblaw.com>; McQuaid, Brian <bmcquaid@mcllawfirm.com>; Renner, Carolyn <crenner@mcllawfirm.com>; philip@kreitleinlaw.com; Adam Hosmer-Henner <ahosmerhenner@mcdonaldcarano.com>; Connot, Mark J. <MConnot@foxrothschild.com>; Kevin Spencer <kevin@dallasprobate.com>; Zach Johnson <zach@dallasprobate.com>

Cc: Dick, Amanda <Amanda.Dick@washoecourts.us>; Loffredo, Doreen <dloffredo@foxrothschild.com>; Jayne Ferretto <JFerretto@rssblaw.com>; Jennifer Salisbury <jsalisbury@mcllawfirm.com>; Hunt, Amanda <ahunt@foxrothschild.com>

Subject: Exhibit List - 5/13 Non-Jury Trial / PR17-00445 SSJ

Hello,

Attached is the Exhibit List, please review for accuracy.

Thank you,

Amanda Dick
Courtroom Clerk
Department 15
Second Judicial District Court
75 Court St.
Reno, NV 89501
(775) 325-6651
www.washoecourts.com

The Nevada Judiciary is one of three branches of government: the other two are the Executive and Legislative branches. The Nevada Judiciary has the responsibility to provide impartial, efficient, and accessible dispute resolution in legal matters and to operate as an equal, independent, and effective branch of government.

The mission of the Second Judicial District Court is to provide timely, fair and efficient administration of justice under the law, in a manner that instills and sustains the public's confidence in the judicial system. The mission of the Second Judicial District Court's Family Division is to provide fair, efficient, accessible justice under the law, which encourages alternative and non-adversarial dispute resolution in a manner that serves the public and sustains confidence in the judicial branch of government.



message

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JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: **May 13, 2019**

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	Todd Jaksick	12/11/17 Email and agreements between Stan and Wendy	2/4/19	---	---
2	Todd Jaksick	1/29/18 (1:26 p.m.) Email from Wendy to Stan	2/4/19	---	---
3	Todd Jaksick	2/8/17 Petition for Confirmation of Trustec (445 Issue Trust)	2/4/19	OBJECTION SUSTAINED	---
4	Todd Jaksick	2/8/17 Petition for Confirmation of Trustee (446 Family Trust)	2/4/19	OBJECTION SUSTAINED	---
5	Todd Jaksick	2/23/17 First Amended Counter-Petition to Surcharge Trustees	2/4/19	STIPULATED	5/13/19
6	Todd Jaksick	4/9/18 Todd B. Jaksick's Answer and Objections to First Amended Counter-Petition	2/4/19	---	---
7	Todd Jaksick	3/23/18 Amended Objection and Counter Petition (Issue Trust)	2/4/19	STIPULATED	5/13/19
8	Todd Jaksick	3/23/18 Amended Objection and Counter Petition (Family Trust)	2/4/19	STIPULATED	5/13/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
9	Todd Jaksick	6/29/06 Samuel Jaksick, Jr. Family Trust	2/4/19	STIPULATED	2/19/19
9A	Todd Jaksick	Samuel S. Jaksick Jr Family Trust Agreement	2/4/19	STIPULATED	5/13/19
10	Todd Jaksick	2/2/07 SSJ's Issue Trust Agreement	2/4/19	STIPULATED	2/19/19
10A	Todd Jaksick	2/21/07 SSJ's Issue Trust Agreement	2/4/19	STIPULATED	5/13/19
11	Todd Jaksick	1/1/08 Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
11A	Todd Jaksick	Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
11B	Todd Jaksick	6/2/10 (12:13 p.m.) Email from Hascheff to Clayton	2/4/19	STIPULATED	2/20/19
12	Todd Jaksick	1/1/08 Indemnification Agreement (Stan)	2/4/19	STIPULATED	2/20/19
13	Todd Jaksick	12/10/12 Second Amendment to the Samuel Stan Jr Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
13A	Todd Jaksick	6/4/13 Texts between Stan and Wendy	2/4/19	---	---
13B	Todd Jaksick	6/6/13 (10:55 am) Texts between Wendy and Todd	2/4/19	OBJECTION OVERRULED	3/1/19

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Krcitlein, Esq.

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Exhibit No.	Party	Description	Marked	Offered	Admitted
13C	Todd Jaksick	6/6/13 (10:31 am) Todd email to Riley, Stan	2/4/19	STIPULATED	2/26/19
13D	Todd Jaksick	6/12/13 Wendy text	2/4/19	---	---
13E	Todd Jaksick	7/15/13 (9:35 p.m.) Todd email to Wendy	2/4/19	STIPULATED	3/4/19
13F	Todd Jaksick	2/4/14 Wendy, Todd email string	2/4/19	STIPULATED	3/4/19
13G	Todd Jaksick	6/5/14 (9:32 a.m.) Wendy email to Todd	2/4/19	STIPULATED	3/4/19
13H	Todd Jaksick	7/30/14-7/31/14 Todd, Alexi, Wendy, Stan email string	2/4/19	STIPULATED	3/4/19
13I	Todd Jaksick	7/31/14 Texts between Wendy and Todd	2/4/19	---	---
13J	Todd Jaksick	11/11/14 Todd, Wendy email string	2/4/19	STIPULATED	3/4/19
13K	Todd Jaksick	11/10/14 Todd Wendy, Stan, Clayton email string	2/4/19	STIPULATED	3/4/19
13L	Todd Jaksick	11/14/14 (3:59 p.m.) Clayton email to Wendy, Stan, Todd (TJ1909)	2/4/19	STIPULATED	3/4/19
13M	Todd Jaksick	11/18/14 (8:31 a.m.) Wendy email to Todd, Stan, Lexi, Riley	2/4/19	STIPULATED	3/4/19
13N	Todd Jaksick	12/8/14 (4:19 p.m.) Clayton email to Wendy	2/4/19	STIPULATED	3/4/19
13O	Todd Jaksick	12/15/14 Texts between Wendy and Todd	2/4/19	---	---

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

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Exhibit No.	Party	Description	Marked	Offered	Admitted
13P	Todd Jaksick	12/16/14 Texts between Wendy and Todd	2/4/19	NO OBJECTION	2/26/19
14	Todd Jaksick	6/5/13 Agreement and Consent to Proposed Action Todd, Stan, Wendy	2/4/19	STIPULATED	2/19/19
15	Todd Jaksick	7/16/13 Agreement and Consent to Proposed Action Co-Trustees of Samuel S. Jaksick Jr. Family Trust	2/4/19	STIPULATED	2/21/19
15A	Todd Jaksick	7/1/13 Texts between Todd, Wendy, and Stan	2/4/19	STIPULATED	2/25/19
15B	Todd Jaksick	7/24/13 (2:23 p.m.) Todd email to Wendy, Stan	2/4/19	STIPULATED	2/25/19
15C	Todd Jaksick	8/26/13 Affidavit of Wendy	2/4/19	STIPULATED	2/25/19
15D	Todd Jaksick	3/11/14 Wendy, Todd email string	2/4/19	STIPULATED	2/25/19
15E	Todd Jaksick	3/24/14 (1:30 p.m.) Todd email to Wendy, Stan	2/4/19	STIPULATED	2/25/19
15F	Todd Jaksick	3/19/14 Texts between Wendy and Todd	2/4/19	STIPULATED	2/25/19
15G	Todd Jaksick	5/28/14 (2:13 a.m.) Wendy email to Riley, Stan, Todd, Lexi	2/4/19	STIPULATED	2/25/19
16	Todd Jaksick	7/24/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/20/19

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
17	Todd Jaksick	8/14/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
18	Todd Jaksick	8/26/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/1/19
18A	Todd Jaksick	1/14/14 (3:04 p.m.) Todd, Wendy email String	2/4/19	---	---
18B	Todd Jaksick	8/22/13 (1:50 p.m.) Wendy email to Todd	2/4/19	---	---
19	Todd Jaksick	1/31/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
19A	Todd Jaksick	2/6/14 Wendy, McQuaid email string	2/4/19	STIPULATED	5/13/19
19B	Todd Jaksick	6/13/12 Note Payable between Duck Lake Ranch and Sam	2/4/19	STIPULATED	5/13/19
19C	Todd Jaksick	8/19/13 Aircraft Appraisal Report	2/4/19	---	---
19D	Todd Jaksick	1/11/14 Todd, Stan email string	2/4/19	STIPULATED	5/13/19
19E	Todd Jaksick	4/14/14 Wendy email to McQuaid, Stan, Todd	2/4/19	STIPULATED	5/13/19
20	Todd Jaksick	4/15/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
21	Todd Jaksick	8/28/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

CORRECTED

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Krcitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
22	Todd Jaksick	9/25/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
23	Todd Jaksick	11/13/15 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	NO OBJECTION	2/19/19
23.1	Todd Jaksick	2/26/07 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19
23.2	Todd Jaksick	5/29/08 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19
23.3	Todd Jaksick	3/2/10 Appraisal for 1011 Lakeshore Blvd.	2/4/19	STIPULATED	5/13/19
23.4	Todd Jaksick	5/10/10 Letter from Hascheff to Sam	2/4/19	NO OBJECTION	2/19/19
23.5	Todd Jaksick	11/10/10 Real Estate Option Agreement	2/4/19	NO OBJECTION	2/19/19
23.6	Todd Jaksick	2/15/11 Memorandum of Agreement and Option (#3974236)	2/4/19	STIPULATED	2/19/19
23.7	Todd Jaksick	2/17/11 Payment of \$50,000 Option	2/4/19	STIPULATED	2/19/19
23.8	Todd Jaksick	12/5/11 Grant, Bargain and Sale Deed	2/4/19	NO OBJECTION	2/19/19
23.9	Todd Jaksick	1/13/12 Extension of Payment for Option Agreement	2/4/19	STIPULATED	2/19/19
23.10	Todd Jaksick	1/15/12 Rental Management Agreement	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23.11	Todd Jaksick	3/2/12 Payment of \$50,000 Option Payment	2/4/19	STIPULATED	3/4/19
23.12	Todd Jaksick	3/29/12 Email from Dietz to Stan	2/4/19	STIPULATED	2/20/19
23.13	Todd Jaksick	4/25/12 Exclusive Authorization to Sale to Dietz Tahoe Luxury Properties	2/4/19	STIPULATED	2/20/19
23.14		9/11/12 (3:48 p.m.) Email from Dietz to Stan	2/4/19	---	---
23.15	Todd Jaksick	12/06/12 (10:00 a.m.) Email from Hascheff to Todd	2/4/19	STIPULATED	2/19/19
23.16	Todd Jaksick	12/17/12 Residential Lease	2/4/19	STIPULATED	2/19/19
23.17	Todd Jaksick	12/7/12 General Durable Power of Attorney; Durable Power of Attorney for Health Care Decisions	2/4/19	NO OBJECTION	2/19/19
23.18	Todd Jaksick	12/21/12 Notice of Exercise of Option	2/4/19	STIPULATED	2/19/19
23.19	Todd Jaksick	12/27/12 Letter from Bank of America to Sam	2/4/19	STIPULATED	2/21/19
23.20	Todd Jaksick	12/28/12 Unsecured Promissory Note	2/4/19	NO OBJECTION	2/19/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23.21	Todd Jaksick	12/28/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/19/19
23.22	Todd Jaksick	1/31/13 Email from Clayton to Todd	2/4/19	STIPULATED	3/4/19
23.23	Todd Jaksick	2/15/13 Rental Management Agreement	2/4/19	STIPULATED	2/27/19
23.24	Todd Jaksick	6/4/13 Todd, Wendy text messages C/O: NO REDACTION	2/4/19	STIPULATED	2/25/19
23.25	Todd Jaksick	10/10/13 Stan, Todd text messages	2/4/19	STIPULATED	3/4/19
23.26	Todd Jaksick	12/26/13 (12:53 p.m.) Email from Stan to Todd	2/4/19	STIPULATED	5/13/19
23.27	Todd Jaksick	1/27/14 (6:05 p.m.) Email from Stan to Todd	2/4/19	STIPULATED	5/13/19
23.28	Todd Jaksick	3/6/14-3/7/14 Email string between Todd, Stan	2/4/19	STIPULATED	5/13/19
23.29	Todd Jaksick	5/23/08 Consent and Release Form	2/4/19	STIPULATED	3/4/19
23.30	Todd Jaksick	3/3/14 (4:48 p.m.) Email from Todd to Stan, Wendy, Lexi	2/4/19	STIPULATED	3/4/19
23.31	Todd Jaksick	3/13/14-3/17/14 Email string between Todd, Wendy, Stan, Lexi	2/4/19	STIPULATED	3/4/19
23.32	Todd Jaksick	5/5/14 (10:17 a.m.) Email from Stan to Riley	2/4/19	STIPULATED	3/4/19

JURY + NON-JURY Trial Exhibits

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Case No: **PR17-00445**

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
23.33	Todd Jaksick	7/14/14 Text between Stan, Lexi, Wendy	2/4/19	NO OBJECTION	2/25/19
23.34	Todd Jaksick	10/28/14 (2:52 p.m.) Email from Riley to Todd, Stan	2/4/19	STIPULATED	3/4/19
23.35	Todd Jaksick	6/28/15 Email string between Wendy, Todd	2/4/19	STIPULATED	3/4/19
23.36	Todd Jaksick	11/13/15 (3:38 p.m.) Email from Todd to Stan, Lexi, Wendy, Riley	2/4/19	---	---
23.37	Todd Jaksick	1/11/16 (1:42 p.m.) Email from Wendy to Todd, Stan	2/4/19	STIPULATED	2/20/19
23.38	Todd Jaksick	1/20/16 (8:52 p.m.) Email from Todd to Wendy	2/4/19	STIPULATED	3/4/19
23.39	Todd Jaksick	4/7/16 Wendy texts to Todd	2/4/19	---	---
23.40	Todd Jaksick	3/22/17 (7:14 p.m.) Email from Todd to Wendy, Stan, Lexi	2/4/19	STIPULATED	5/13/19
23.41	Todd Jaksick	5/31/14 Stan, Wendy texts [REDACTED VERSION]	2/4/19	OBJECTION OVERRULED	2/25/19
23.42	Todd Jaksick	Handwritten Note from Sam	2/4/19	STIPULATED	2/25/19
23.43	Todd Jaksick	1/6/14 Wendy, Todd texts	2/4/19	---	--
23.44	Todd Jaksick	1/18/14 Todd, Wendy texts	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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RESP: Stan Jaksick **ATTYs:** Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley **ATTY:** Donald Lattin, Esq.

Case No: PR17-00445

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23.45	Todd Jaksick	12/1/17 (7:39 a.m.) Email from Wendy to Todd, Lexi, Stan	2/4/19	STIPULATED	2/25/19
23.46	Todd Jaksick	1/5/16 Wendy, Lexi, Stan texts	2/4/19	OBJECTION OVERRULED	2/25/19
24	Todd Jaksick	11/18/15 Consent to Incline TSS Amended and Restated Operating Agreement	2/4/19	STIPULATED	3/4/19
25	Todd Jaksick	5/25/18 Respondent Wendy A. Jaksick's Objections for First Set of Interrogatories	2/4/19	---	---
26	Todd Jaksick	4/24/18 Respondent Wendy A. Jaksick's First Supplemental Disclosure of Witnesses and Documents	2/4/19	---	---
27		INTENTIONALLY BLANK		---	---
27A	Todd Jaksick	6/26/97 Letter from William Sanford	2/4/19	---	---
27B	Todd Jaksick	Documents Docket for Wendy Case No 427-F99	2/4/19	---	---
27C	Todd Jaksick	4/19/00 Judgment by Default for Lee Bros. Leasing	2/4/19	---	---
27D	Todd Jaksick	9/29/00 Abstract of Judgment for National Business Factors	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
27E	Todd Jaksick	3/13/01 Judgment for Poncia and Martinelli	2/4/19	---	---
27F	Todd Jaksick	12/6/00 Order/Judgment for Dorostkar	2/4/19	WENDY WITHDREW PRETRIAL MIL	---
27G	Todd Jaksick	6/10/04 Default Judgment for Unifund CCR	2/4/19	---	---
27H	Todd Jaksick	6/23/04 Shasta County Court Docket People v. Wendy	2/4/19	---	---
27I	Todd Jaksick	9/22/03 Reno Police Department Crime and Incident Report from Gwen Jaksick	2/4/19	---	---
27J	Todd Jaksick	9/19/05 Letter of Understanding from Sam to Wendy	2/4/19	STIPULATED	2/25/19
27K	Todd Jaksick	7/29/04 Letter from Scott Freeman to Todd	2/4/19	---	---
27L	Todd Jaksick	9/27/05 Default Judgment for Scott Freeman	2/4/19	+	---
27M	Todd Jaksick	1/20/06 Abstract of Judgment for Margaret Henderson	2/4/19	---	---
27N	Todd Jaksick	4/4/07 Letter from John Fowler	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

*****CORRECTED*****

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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RESP: Todd Jaksick **ATTYs:** Kent Robison, Esq. + Therese Shanks, Esq.

RESP: Stan Jaksick **ATTYs:** Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley **ATTY:** Donald Lattin, Esq.

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Exhibit No.	Party	Description	Marked	Offered	Admitted
27O	Todd Jaksick	4/10/07 UCC Filing Acknowledgment	2/4/19	---	---
27P	Todd Jaksick	8/4/07 Washoe County Jail Inmate Release Information Form	2/4/19	---	---
27Q	Todd Jaksick	5/22/12 Judgment by Default for Debbie Miller	2/4/19	---	---
27R	Todd Jaksick	11/4/14 Clayton text	2/4/19	---	---
27S	Todd Jaksick	9/22/16 Docket Printout from Collin County, TX for Divorce	2/4/19	---	---
28	Todd Jaksick	6/30/16 Dwiggin's email to Wendy	2/4/19	STIPULATED	5/13/19
29	Todd Jaksick	7/7/16 Wendy Promissory Note to Stan	2/4/19	STIPULATED	5/13/19
30	Todd Jaksick	6/20/17 (8:08 a.m.) Stan email to LeGoy, McQuaid, Lattin, Todd, Kimmel	2/4/19	STIPULATED	3/4/19
31	Todd Jaksick	6/30/17 Todd, Stan, Kimmel, Riley email string	2/4/19	STIPULATED	5/13/19
32	Todd Jaksick	7/28/17 (4:19 p.m.) Stan email to McQuaid, Kimmel, Todd, Riley, Lattin, LeGoy	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick **ATTYs:** Keyin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

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Exhibit No.	Party	Description	Marked	Offered	Admitted
33	Todd Jaksick	7/29/17 (10:39 a.m.) LeGoy email to Stan	2/4/19	STIPULATED	3/4/19
34	Todd Jaksick	8/1/17 (2:27 p.m.) LeGoy email to Stan, Todd, Kimmel, Riley, McQuaid, Lattin	2/4/19	STIPULATED	5/13/19
35	Todd Jaksick	8/2/17-8/14/17 Email string between Stan, LeGoy, Kimmel, Riley, McQuaid, Lattin	2/4/19	STIPULATED	5/13/19
36	Todd Jaksick	11/2/17 (4:37 p.m.) Stan email to Riley, Todd, Kimmel	2/4/19	STIPULATED	3/4/19
37	Todd Jaksick	11/29/17 Email string between Todd, Kimmel, Stan, Riley	2/4/19	STIPULATED	5/13/19
38	Todd Jaksick	12/14/17 Email string between Kimmel, Stan, LeGoy, Todd, McQuaid, Lattin, Riley	2/4/19	STIPULATED	2/20/19
39	Todd Jaksick	8/11/16 Email string between Wendy and Dwiggin's	2/4/19	STIPULATED	5/13/19
40	Todd Jaksick	9/20/16 Email string between Wendy and Dwiggin	2/4/19	STIPULATED	5/13/19
41	Todd Jaksick	7/4/16 (6:06 p.m.) Dwiggin's email to Wendy	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
42	Todd Jaksick	9/19/17 Email from Whelan to Wendy and Stan	2/4/19	---	---
43	Todd Jaksick	10/22/13 Email from Clayton to McQuaid, LeGoy, Riley, Stan, Todd	2/4/19	STIPULATED	5/13/19
44	Todd Jaksick	8/8/13 Email from LeGoy to Clayton, Todd, Stan, Riley	2/4/19	STIPULATED	2/21/19
45	Todd Jaksick	(List To Be Provided By Stan)	2/4/19	---	---
46	Todd Jaksick	2/27/07 Grant, Bargain, and Sale Deed	2/4/19	---	---
47	Todd Jaksick	5/29/08 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19
48	Todd Jaksick	Stan, Lisa TPO Docket Sheet	2/4/19	---	---
49	Todd Jaksick	Stan, Lisa Divorce Docket Sheet	2/4/19	STIPULATED	5/13/19
50	Todd Jaksick	2/23/12 Notice of Assignment of Option to Purchase Concerning Real Property	2/4/19	STIPULATED	3/4/19
51	Todd Jaksick	6/7/12 Amended Notice of Assignment of Option to Purchase	2/4/19	NO OBJECTION	2/19/19
52	Todd Jaksick	6/1/12 Memo from Hascheff to Todd, Riley	2/4/19	STIPULATED	2/25/19

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53	Todd Jaksick	3/3/14 Email string between Todd and Stan	2/4/19	STIPULATED	5/13/19
54	Todd Jaksick	3/3/14 Consent and Release to Bank of America	2/4/19	STIPULATED	3/4/19
55	Todd Jaksick	7/24/14 Text From Stan	2/4/19	STIPULATED	5/13/19
56	Todd Jaksick	6/5/14 Email from Wendy to Todd	2/4/19	STIPULATED	3/4/19
57	Todd Jaksick	5/28/14 Email string between Riley, Wendy, Stan, Todd, Lexi	2/4/19	STIPULATED	3/4/19
58	Todd Jaksick	4/6/15 Summary Appraisal	2/4/19	---	---
59	Todd Jaksick	11/13/15 Consent to Incline TSS Operating Agreement	2/4/19	STIPULATED	3/4/19
60	Todd Jaksick	10/28/14-11/03/14 Email string between Riley, Todd, Stan	2/4/19	STIPULATED	3/4/19
61	Todd Jaksick	11/13/15 Secured Promissory Note	2/4/19	NO OBJECTION	2/20/19
62	Todd Jaksick	11/13/15 Pledge and Security Agreement	2/4/19	STIPULATED	3/4/19
63	Todd Jaksick	2/25/16 Email string between Todd, Stan	2/4/19	STIPULATED	3/4/19
64	Todd Jaksick	11/13/15 Contribution and Issuance Agreement	2/4/19	NO OBJECTION	2/20/19

JURY + NON-JURY Trial Exhibits

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65	Todd Jaksick	2/14/17 (12:43 p.m.) Email from Todd to Stan	2/4/19	STIPULATED	3/4/19
66	Todd Jaksick	8/28/16 (8:54 p.m.) Email from Todd to Riley, Stan	2/4/19	STIPULATED	3/4/19
67	Todd Jaksick	2/28/17 (6:48 p.m.) Email from Todd to Stan	2/4/19	STIPULATED	2/20/19
68	Todd Jaksick	3/3/17 Email string between Kreitlein, Stan, Todd	2/4/19	STIPULATED	5/13/19
69	Todd Jaksick	5/19/17 Letter from Kreitlin to Palmer	2/4/19	STIPULATED	5/13/19
70	Todd Jaksick	8/31/17-9/6/17 Email string between Stan, Todd	2/4/19	STIPULATED	5/13/19
71	Todd Jaksick	Schedule A Property	2/4/19	STIPULATED	3/4/19
72	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/21/13-3/31/14	2/4/19	STIPULATED	2/20/19
73	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/1/14-3/31/15	2/4/19	STIPULATED	2/20/19
74	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/1/15-3/31/16	2/4/19	STIPULATED	2/20/19
75	Todd Jaksick	4/12/16 Email string between Wendy, Riley, Lexi	2/4/19	STIPULATED	2/20/19

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

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Exhibit No.	Party	Description	Marked	Offered	Admitted
76	Todd Jaksick	1/25/17 (12:17 p.m.) Email from Riley to McQuaid	2/4/19	STIPULATED	2/20/19
77	Todd Jaksick	8/11/16 Order Waiving Supplemental Inventory and Accounting for Final Distribution of the Estate	2/4/19	STIPULATED	5/13/19
78	Todd Jaksick	9/19/05 Montreux Letter of Understanding	2/4/19	STIPULATED	5/13/19
79	Todd Jaksick	7/6/16 (6:58 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	2/26/19
80	Todd Jaksick	1/11/16 (12:59 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	2/26/19
81	Todd Jaksick	2/16/18-2/21/18 Email string between Kimmel, Stan, Todd	2/4/19	STIPULATED	2/21/19
82	Todd Jaksick	1/27/17 Letter from Lattin to Dwiggins	2/4/19	STIPULATED	5/13/19
83	Todd Jaksick	7/24/17 (12:07 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	5/13/19
84	Todd Jaksick	7/26/17 (1:07 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

*****CORRECTED*****

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick **ATTYs:** Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick **ATTYs:** Kent Robison, Esq. + Therese Shanks, Esq.

RESP: Stan Jaksick **ATTYs:** Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley **ATTY:** Donald Lattin, Esq.

Case No: PR17-00445

Dept. No: 15

Clerk: A. Dick

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
85	Todd Jaksick	1/8/16 Email from Wendy to Riley, Lexi, Stan	2/4/19	STIPULATED	5/13/19
86	Todd Jaksick	7/20/17 (4:20 p.m.) Email from Wendy to Riley	2/4/19	STIPULATED	5/13/19
87	Todd Jaksick	12/20/14 (12:36 a.m.) Email from Wendy to Todd, Stan, Lexi	2/4/19	---	---
88	Todd Jaksick	12/26/12 Various emails between Hascheff, Riley	2/4/19	STIPULATED	5/13/19
89	Todd Jaksick	Incline TSS/SSJ Cash Flow Data and Amortization Schedule	2/4/19	NO OBJECTION	2/19/19
90	Todd Jaksick	Jaksick Entities Chart	2/4/19	STIPULATED	2/21/19
91	Todd Jaksick	5/28/14 (12:03 p.m.) Riley Email to Wendy, Stan, Todd, Lexi	2/4/19	STIPULATED	5/13/19
92	Todd Jaksick	5/28/14 (2:12 a.m.) Wendy Email to Todd	2/4/19	STIPULATED	5/13/19
93	Todd Jaksick	7/25/16 (5:48 p.m.) Riley Email to Todd	2/4/19	STIPULATED	5/13/19
94	Todd Jaksick	6/27/18 Todd's Response to Wendy's First Request for Production of Documents	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
95	Todd Jaksick	Financial Statements for Wendy Jaksick 4/21/13-12/31/16	2/4/19	NO OBJECTION	2/21/19
96	Todd Jaksick	11/15/11 SSJ, LLC Articles of Organization and Operating Agreement	2/4/19	NO OBJECTION	2/21/19
97	Todd Jaksick	6/4/18 Todd's Amended Notice of Taking Depositions of Jaksick Family LLC	2/4/19	---	---
97A	Todd Jaksick	7/31/18 Todd's Second Amended Notice of Taking Depositions of Jaksick Family, LLC	2/4/19	---	---
98	Todd Jaksick	8/30/18 Todd's Subpoena Duces Tecum Jaksick Family, LLC	2/4/19	---	---
99	Todd Jaksick	8/23/18 Jaksick Family, LLC Objections to Subpoena Duces Tecum	2/4/19	---	---
100	Todd Jaksick	Montreux Golf Club Ltd.'s Entity Chart	2/4/19	STIPULATED	5/13/19
101	Todd Jaksick	7/31/18 Todd's Second Amended Notice of Taking Deposition of Toiyabe Investment	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
102	Todd Jaksick	8/30/18 Todd's Subpoena Duces Tecum Toiyabe Investment Co.	2/4/19	---	---
103	Todd Jaksick	8/23/18 Toiyabe Objection to Subpoena Duces Tecum	2/4/19	---	---
104	Todd Jaksick	Toiyabe Working Trial Balance	2/4/19	STIPULATED	5/13/19
105	Todd Jaksick	Montreux Development Group, LLC Entity Chart	2/4/19	STIPULATED	5/13/19
106	Todd Jaksick	6/25/90 Articles of Incorporation of Toiyabe Investment Co.	2/4/19	STIPULATED	5/13/19
107	Todd Jaksick	6/90 By-Laws of Toiyabe Investment Co.	2/4/19	STIPULATED	5/13/19
108	Todd Jaksick	Excerpts from Videotaped Deposition of Wendy Jaksick (Vol I)	2/4/19	---	---
109	Todd Jaksick	Excerpts from Videotaped Deposition of Wendy Jaksick (Vol III)	2/4/19	---	---
110	Todd Jaksick	Letter from David Jamieson to Todd Jaksick: Whom It May Concern re: 70 Acres (no date)	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PRI7-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
111	Todd Jaksick	2/28/18 Email string between Stan and Wendy	2/4/19	STIPULATED	2/21/19
112	Todd Jaksick	4/21/16 Option and Purchase Agreement – Sky-Out and Bright Holland	2/4/19	---	---
113	Todd Jaksick	3/13/09 Quit Claim Deed (#3738685)	2/4/19	STIPULATED	5/13/19
114	Todd Jaksick	5/11/07 Letter to Clayton from Hascheff	2/4/19	STIPULATED	2/20/19
115	Todd Jaksick	9/16/10 Operating Agreement of Incline TSS, Ltd.	2/4/19	NO OBJECTION	2/28/19
116	Todd Jaksick	9/14/12 Memorandum to the file from Hascheff	2/4/19	----	---
117	Todd Jaksick	9/9/12 Letter to U.S. Bank Trust From Hascheff	2/4/19	---	---
118	Todd Jaksick	12/4/12 Water Rights Deed – Lake Ridge and Jaksick Family, LLC.	2/4/19	STIPULATED	2/28/19
119	Todd Jaksick	12/28/12 Water Rights Deed – Lakeridge Golf Course and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick **ATTYs:** Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley **ATTY:** Donald Lattin, Esq.

Case No: PR17-00445

Dept. No: 15

Clerk: A. Dick

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
120	Todd Jaksick	12/28/12 Water Rights Deed – Lakeridge, Inc. and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19
121	Todd Jaksick	12/28/12 Water Rights Deed – Sam, Thelma Estate and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19
122	Todd Jaksick	12/28/12 Water Rights Deed – Samuel Stan, Jr. and Thelma Jaksick	2/4/19	STIPULATED	2/28/19
123	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224431)	2/4/19	STIPULATED	2/21/19
124	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224433)	2/4/19	STIPULATED	2/21/19
125	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224432)	2/4/19	STIPULATED	2/21/19
126	Todd Jaksick	Samuel Jaksick Jr. Family Trust Financial Statements 4/1/16-2/31/17	2/4/19	STIPULATED	2/20/19
127	Todd Jaksick	7/30/12 Indemnification Agreement	2/4/19	STIPULATED	5/13/19
128	Todd Jaksick	3/20/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/28/19
129	Todd Jaksick	SSJ's Issue Trust Financial Statement 4/21/13-12/31/13	2/4/19	NO OBJECTION	2/21/19

JURY + NON-JURY Trial Exhibits

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TRUSTEES: Michael Kimmel + Kevin Riley **ATTY:** Donald Lattin, Esq.

Case No: PR17-00445

Dept. No: 15

Clerk: A. Dick

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
130	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/14-12/31/14	2/4/19	NO OBJECTION	2/21/19
131	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/15-12/31/15	2/4/19	NO OBJECTION	2/21/19
132	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/16-12/31/16	2/4/19	NO OBJECTION	2/21/19
133	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/17-12/31/17	2/4/19	STIPULATED	2/28/19
134	Todd Jaksick	1/27/17 (11:27 a.m.) Email from Riley to Stan, Todd, Kimmel, LeGoy, McQuaid	2/4/19	STIPULATED	5/13/19
135	Todd Jaksick	Sam Jaksick Estate Tax Return – 2012	2/4/19	STIPULATED	5/13/19
136	Todd Jaksick	Incline TSS Balance Sheets 2014-2016	2/4/19	STIPULATED	5/13/19
137	Todd Jaksick	Incline TSS Working Trial Balance 2013-2016	2/4/19	STIPULATED	5/13/19
138	Todd Jaksick	Sam Jaksick Gift Tax Return 2012	2/4/19	STIPULATED	5/13/19
139	Todd Jaksick	3/13/14 (4:48 p.m.) Email from Todd to Stan, Wendy, Lexi)	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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Case No: **PR17-00445**

Dept. No: **15**

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
140	Todd Jaksick	12/9/16 Closing Disclosure for Lake House	2/4/19	STIPULATED	5/13/19
141	Todd Jaksick	12/8/16 Ticor Final Settlement Statement for Lake House	2/4/19	STIPULATED	5/13/19
142	Todd Jaksick	Declaration of Gift 2011 46%	2/4/19	STIPULATED	5/13/19
143	Todd Jaksick	Declaration of Gift 2011 3%	2/4/19	STIPULATED	5/13/19
144	Todd Jaksick	12/15/11 Duck Lake Ranch Appraisal-46% Interest	2/4/19	STIPULATED	5/13/19
145	Todd Jaksick	8/1/11 Duck Lake Ranch Appraisal-3% Interest	2/4/19	STIPULATED	5/13/19
146	Todd Jaksick	Incline TSS 2018 Budget Forecast	2/4/19	STIPULATED	5/13/19
147	Todd Jaksick	5/3/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19
148	Todd Jaksick	10/31/18 Washoe County Real Property Assessment Data	2/4/19	STIPULATED	5/13/19
149	Todd Jaksick	49 Mountain Trust Agreement	2/4/19	STIPULATED	5/13/19
150	Todd Jaksick	10/12/18 Todd's Petition for Reconveyance of Trust Assets	2/4/19	OBJECTION SUSTAINED	---
151	Todd Jaksick	7/27/17 Letter from Lattin to Wendy	2/4/19	STIPULATED	2/21/19
152	Todd Jaksick	3/15/17 Todd Letter to LeGoy, McQuaid	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
153	Todd Jaksick	11/30/05 Third Amendment to and Complete Restatement of Samuel Stan Jr. Family Trust Agreement	2/4/19	STIPULATED	5/13/19
153A	Todd Jaksick	11/30/05 Third Amendment to and Complete Restatement of Samuel Stan Jr. Family Trust Agreement	2/4/19	STIPULATED	2/25/19
154	Todd Jaksick	3/14/11 Fourth Amendment to Samuel Stan, Jr. Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
155	Todd Jaksick	4/27/12 Fifth Amendment to the Samuel Stan, Jr Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
156	Todd Jaksick	9/24/18 Supplement to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court (Family Trust)	2/4/19	OBJECTION SUSTAINED	---
157	Todd Jaksick	9/20/18 Supplement to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court (Issue Trust)	2/4/19	OBJECTION SUSTAINED	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
158	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224430)	2/4/19	STIPULATED	2/28/19
159	Todd Jaksick	4/9/13 Declaration of Value	2/4/19	STIPULATED	2/21/19
160	Todd Jaksick	4/11/17 Notice of Document Filed in Error	2/4/19	STIPULATED	2/28/19
160A	Todd Jaksick	4/11/17 Correction Water Rights Deed (#4694577)	2/4/19	STIPULATED	2/28/19
160B	Todd Jaksick	4/11/17 Correction Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/28/19
161	Todd Jaksick	11/18/09 Email from Clayton to Riley, Hascheff	2/4/19	STIPULATED	2/28/19
162	Todd Jaksick	11/23/09 Email from Clayton to Hascheff	2/4/19	STIPULATED	2/28/19
163	Todd Jaksick	11/24/09 Certificate of LLC Membership Interest Sammy Super Cub LLC	2/4/19	STIPULATED	5/13/19
164	Todd Jaksick	2/19/13 Email from Hascheff to Clayton	2/4/19	STIPULATED	2/21/19
165	Todd Jaksick	9/3/08 Certificate of Trust Existence and Authority	2/4/19	STIPULATED	2/28/19
166	Todd Jaksick	Term Sheet Eco2 Forest, Inc.	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
167	Todd Jaksick	2/17/10 Project Summary	2/4/19	STIPULATED	2/21/19
168	Todd Jaksick	7/25/16 Wendy, Riley email string	2/4/19	STIPULATED	2/21/19
169	Todd Jaksick	7/25/16 Wendy, Riley email string	2/4/19	STIPULATED	2/21/19
170	Todd Jaksick	7/31/13 Riley Affidavit	2/4/19	STIPULATED	2/28/19
171	Todd Jaksick	7/17/14 Riley Affidavit	2/4/19	STIPULATED	2/28/19
172	Todd Jaksick	2014 Incline TSS Ltd Tax Return	2/4/19	STIPULATED	5/13/19
173	Todd Jaksick	1/1/08 Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
174	Todd Jaksick	10/18/18 Todd B. Jaksick's Fifth Supplemental Disclosures	2/4/19	STIPULATED	5/13/19
175	Todd Jaksick	12/17/18 Campagna Expert Report	2/4/19	STIPULATED	5/13/19
176	Todd Jaksick	12/07 AICPA Practice Guide for Fiduciary Accounting	2/4/19	STIPULATED	5/13/19
177	Todd Jaksick	NRS 165.1207	2/4/19	---	---
178	Todd Jaksick	NRS 165.1214	2/4/19	---	---
179	Todd Jaksick	NRS 165.135	2/4/19	---	---
180	Todd Jaksick	4/1/16-12/13/17 Samuel S. Jaksick Jr. Family Trust Financial Statements	2/4/19	STIPULATED	2/28/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
181	Todd Jaksick	Engagement Letter (to be provided)	---	---	---
182	Todd Jaksick	AR-C Section 80	2/4/19	STIPULATED	5/13/19
183	Todd Jaksick	12/17/18 Expert Report of Gary Stolbach, Attorney	2/4/19	STIPULATED	5/13/19
184	Todd Jaksick	1/7/19 Wendy's Biography	2/4/19	---	---
185	Todd Jaksick	9/3/14 Letter from LeGoy to Wendy)	2/4/19	STIPULATED	5/13/19
186	Todd Jaksick	10/15/14 Letter from LeGoy to Brett Buckingham, Investigator, Gaming Division	2/4/19	STIPULATED	5/13/19
187	Todd Jaksick	10/27/14 Letter from LeGoy to Stan	2/4/19	STIPULATED	5/13/19
188	Todd Jaksick	6/1/17 Letter from LeGoy to Wendy, Joshua Hood	2/4/19	STIPULATED	5/13/19
189	Todd Jaksick	8/23/06 Certification of the Samuel S. Jaksick Jr Family Trust	2/4/19	STIPULATED	2/25/19
190	Todd Jaksick	9/3/08 Certificate of Trust Existence and Authority	2/4/19	STIPULATED	2/25/19
191	Todd Jaksick	10/11/13 Letter from Janene Jaksick to Estate of Samuel S. Jaksick Jr.	2/4/19	STIPULATED	2/28/19
192	Todd Jaksick	6/4/13 Letter from Soraya Aguirre to LeGoy	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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Dept. No: **15**

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Exhibit No.	Party	Description	Marked	Offered	Admitted
193	Todd Jaksick	Consent to Conveyance of Real Property in Compromise of Secured Claims and Waiver of Notice of Proposed Action	2/4/19	STIPULATED	5/13/19
194	Todd Jaksick	(8/29/14) Loan Termination Agreement (Draft)	2/4/19	STIPULATED	5/13/19
195	Todd Jaksick	1/14/16 Assignment of Shares of Stock Separate from Certificate	2/4/19	STIPULATED	2/28/19
196	Todd Jaksick	8/8/13 List of Creditors for Samuel S. Jaksick	2/4/19	STIPULATED	5/13/19
197	Todd Jaksick	7/20/18 Letter from Zachary Johnson to Clayton	2/4/19	STIPULATED	2/27/19
198	Todd Jaksick	3/15-5/16 Journal of Notarial Acts	2/4/19	STIPULATED	2/27/19
199	Todd Jaksick	3/4/15 Email from Todd to Riley, McQuaid and Stan	2/4/19	STIPULATED	5/13/19
200	Todd Jaksick	12/17/12 Assignment and Declaration of Gift	2/4/19	STIPULATED	2/27/19
201	Todd Jaksick	6/8/13 Grant, Bargain & Sale Deed	2/4/19	STIPULATED	2/27/19
202	Todd Jaksick	12/18/12 Email from Clayton to Hascheff, Todd	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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TRUSTEES: Michael Kimmel + Kevin Riley **ATTY:** Donald Lattin, Esq.

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Exhibit No.	Party	Description	Marked	Offered	Admitted
203	Todd Jaksick	8/26/13 Affidavit of Wendy Ann Jaksick	2/4/19	STIPULATED	2/21/19
204	Todd Jaksick	6/4/13 Email from Clayton to McQuaid, Todd	2/4/19	STIPULATED	5/13/19
205	Todd Jaksick	7/25/13 Email from Clayton to Riley, LeGoy	2/4/19	STIPULATED	2/19/19
206	Todd Jaksick	5/29/13 Email string between Clayton, Riley	2/4/19	STIPULATED	5/13/19
207	Todd Jaksick	10/14/13 Email from McQuaid to Clayton, Todd, Stan, Riley	2/4/19	STIPULATED	2/20/19
208	Todd Jaksick	NRS 240.075, NRS 240.120 Notary Prohibited Acts	2/4/19	STIPULATED	5/13/19
209	Todd Jaksick	Jessica Clayton's signature of Sam Jaksick	2/4/19	---	---
210	Todd Jaksick	12/17/18 Letter from R. Bruce Wallace Jr. to Zachary E. Johnson	2/4/19	STIPULATED	5/13/19
211	Todd Jaksick	10/15/13 Email from McQuaid to Clayton, Todd, Stan, Riley, LeGoy	2/4/19	STIPULATED	5/13/19
212	Todd Jaksick	3/15/17 (10:55 a.m.) Email from Jessica to Todd	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

*****CORRECTED*****

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
213	Todd Jaksick	Samuel Jaksick Jr. Statement of Financial Condition 10/15/10	2/4/19	STIPULATED	2/21/19
214	Todd Jaksick	Samuel Jaksick Jr. Statement of Financial Condition	2/4/19	STIPULATED	2/21/19
215	Todd Jaksick	Hydrographic Abstracts	2/4/19	STIPULATED	2/26/19
216	Todd Jaksick	Division of Water Resources-Mapping & Data re: Buckhorn	2/4/19	STIPULATED	2/26/19
217	Todd Jaksick	Division of Water Resources – Mapping & Data re: Jackrabbit	2/4/19	STIPULATED	2/26/19
218	Todd Jaksick	Division of Water Resources-Mapping & Data re: White Pine Lumber	2/4/19	STIPULATED	2/26/19
219	Todd Jaksick	Division of Water Resources – Mapping & Data re: Home Camp	2/4/19	STIPULATED	2/26/19
220	Todd Jaksick	James Green Report	2/4/19	STIPULATED	2/25/19
221	Todd Jaksick	James Green file [SEPARATE BINDER]	2/4/19	STIPULATED	2/25/19
222	Todd Jaksick	James Green emails; Coverpage only	2/4/19	STIPULATED	5/13/19
223	Todd Jaksick	Division of Water Resources – Mapping & Data re: Nevada Pronghorn II	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
224	Todd Jaksick	Division of Water Resources – Mapping & Data re: Bright Holland	2/4/19	STIPULATED	2/21/19
225	Todd Jaksick	Division of Water Resources – Mapping & Data re: Duck Lake Ranch	2/4/19	STIPULATED	2/21/19
226	Todd Jaksick	Division of Water Resources – Mapping & Data re; Duck Lake Ranch	2/4/19	STIPULATED	2/21/19
227	Todd Jaksick	Division of Water Resources – Mapping & Data re: SSJ Issue Trust & TBJ Issue Trust & TBJ SC Trust	2/4/19	STIPULATED	2/21/19
228	Todd Jaksick	Division of Water Resources Mapping & Data re: Barker-Coleman; Sam & Thelma Jaksick	2/4/19	STIPULATED	2/21/19
229	Todd Jaksick	Division of Water Resources – Mapping & Data re: Spruce Monarch	2/4/19	STIPULATED	2/21/19
230	Todd Jaksick	6/2/13 Palmer letter to Eshelman	2/4/19	STIPULATED	2/21/19
231	Todd Jaksick	5/7/13-5/22/13 Palmer, West, Todd Email String	2/4/19	STIPULATED	2/21/19
232		INTENTIONALLY BLANK		---	---

JURY + NON-JURY Trial Exhibits

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
233	Todd Jaksick	2/13/17 Letter from American Ag Credit to Sam, Todd	2/4/19	STIPULATED	5/13/19
234	Todd Jaksick	7/7/16 Letter from American Ag Credit to Bright Holland	2/4/19	STIPULATED	5/13/19
235	Todd Jaksick	12/5/12 Agreement Between Duck Lake Ranch and White Pine Lumber	2/4/19	STIPULATED	5/13/19
236	Todd Jaksick	10/18/17 Seller's Settlement Statement	2/4/19	STIPULATED	5/13/19
237	Todd Jaksick	2017 IRS Substitute Form; 1099-S 9/6/16 Stan Email to Riley	2/4/19	STIPULATED	5/13/19
238	Todd Jaksick	9/6/16-9/7/16 Stan, Riley Email string	2/4/19	STIPULATED	5/13/19
239	Todd Jaksick	Photograph of car	2/4/19	STIPULATED	2/21/19
240	Todd Jaksick	3/1/17 Samuel Jaksick Jr. Family Trust Settlements of Family Trust Obligations	2/4/19	STIPULATED	5/13/19
241	Todd Jaksick	8/23/16 Todd, Stan email string	2/4/19	STIPULATED	5/13/19
242	Stanley Jaksick	Email correspondence between Stan Jaksick, Todd Jaksick, Lexi Smrt and Wendy Jaksick re: Christmas and Tahoe dated 12/01/2017	2/4/19	STIPULATED	2/26/19

JURY + NON-JURY Trial Exhibits*****CORRECTED*******TITLE: CONS: TRUST: SSJ'S ISSUE TRUST**

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Case No: **PR17-00445**Dept. No: **15**Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
243	Stanley Jaksick	Email correspondence between Todd Jaksick, Stan Jaksick, Kevin Riley and Michael Kimmel re: Invoice from Sam Trust dated 09/22/17	2/4/19	STIPULATED	2/20/19
244	Stanley Jaksick	Email correspondence between Stan Jaksick, Todd Jaksick, Michael Kimmel and Kevin Riley re: Meeting notes 11/29/17 dated 12/05/17	2/4/19	STIPULATED	2/26/19
245	Stanley Jaksick	Email correspondence between Kevin Riley and Stan Jaksick re: Question dated 09/06/16	2/4/19	STIPULATED	5/13/19
246	Stanley Jaksick	Email correspondence between Stan Jaksick and Todd Jaksick re: Super Cub dated 01/11/14	2/4/19	STIPULATED	2/26/19
247-249		INTENTIONALLY BLANK	---	---	---
250	Todd Jaksick	3/17/14 Closing Documents, Refinance 2014	2/4/19	STIPULATED	5/13/19
250A	Todd Jaksick	3/17/14 Balance Statement	2/4/19	---	---
250B	Todd Jaksick	3/13/14 Borrower's Loan Escrow Instructions	2/4/19	---	---
250C	Todd Jaksick	3/14/14 Settlement Statcment	2/4/19	---	---
250D	Todd Jaksick	3/17/14 Deed of Trust	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
250E	Todd Jaksick	3/14/14 Adjustable Rate Note	2/4/19	---	---
250F	Todd Jaksick	3/14/14 Continuing and Unconditional Guaranty	2/4/19	---	---
250G	Todd Jaksick	3/14/14 Continuing and Unconditional Guaranty	2/4/19	---	---
251	Todd Jaksick	12/5/16 Closing Disclosure	2/4/19	---	---
251A	Todd Jaksick	12/9/16 Settlement Statement (Estimated)	2/4/19	---	---
251B	Todd Jaksick	12/16/16 Escrow Instruction	2/4/19	---	---
251C	Todd Jaksick	Updated Preliminary Title Report	2/4/19	---	---
252	Todd Jaksick	1/14/13 10:23 a.m. Email from Brenda Webb to Jennifer Tahoe Luxury Properties	2/4/19	---	---
253	Todd Jaksick	10/8/13 Stan and Lisa Jaksick Divorce Decree	2/4/19	---	---
254	Todd Jaksick	4/24/13 12:20 pm Email from Bill Dietz to Stan Jaksick	2/4/19	---	---
255	Todd Jaksick	5/30/13 Email string between Clayton, Todd, LeGoy	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
256	Todd Jaksick	6/3/13 Email String Todd, LeGoy, Riley, Clayton	2/4/19	---	---
257	Todd Jaksick	11/17/16 William Kimmel letter; Appraisal	2/4/19	---	---
258	Todd Jaksick	10/3/13 Bank of America Creditor's Claim	2/4/19	STIPULATED	2/20/19
259	Todd Jaksick	10/3/14 Text from Wendy	2/4/19	---	---
260	Todd Jaksick	2/15/14 (1:12 p.m.) Email Riley to Todd	2/4/19	---	---
261	Todd Jaksick	2/27/14 (12:50 p.m.) Email from Todd to Stan	2/4/19	---	---
262	Todd Jaksick	7/5/13 (10:30 a.m.) Todd email to Riley (cc: Stan)	2/4/19	---	---
263	Todd Jaksick	4/18/18 Wendy, Stan Email string	2/4/19	---	---
264	Todd Jaksick	3/17/14 Amended Operating Agreement Incline TSS	2/4/19	---	---
265	Todd Jaksick	3/15/14 New Partnership Structure	2/4/19	---	---
266	Todd Jaksick	TSS/SSJ Note Payable Schedule	2/4/19	---	---
267	Todd Jaksick	11/10/14 Wendy Text & Emails	2/4/19	---	---
268	Todd Jaksick	11/14/15 Stan text to Todd	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
269	Todd Jaksick	4/17/14 (9:02 a.m.) Text From Wendy to Todd	2/4/19	---	---
270	Todd Jaksick	5/21/14 (8:17 a.m.) Email from Wendy to Todd & Stan	2/4/19	---	---
271	Todd Jaksick	9/2/14 (8:20 p.m.) Email from Todd to Stan	2/4/19	---	---
272	Todd Jaksick	10/13/14 (3:40 p.m.) Email between Todd & Stan	2/4/19	---	---
273	Todd Jaksick	1/14/15 (1:37 p.m.) Email from Stan to Todd	2/4/19	---	---
274	Todd Jaksick	1/22/15 (12:45 p.m.) Email from Stan to LeGoy	2/4/19	---	---
275	Todd Jaksick	1/30/15 Note Payable between Stan & Incline TSS	2/4/19	---	---
276	Todd Jaksick	7/7/15 (5:45 p.m.) Email from Wendy to Riley	2/4/19	---	---
277	Todd Jaksick	SSJ Trust Financial Statements 2014	2/4/19	---	---
278	Todd Jaksick	11/13/15 Text From Todd to Stan	2/4/19	---	---
279	Todd Jaksick	Certificate of LLC Membership-Incline TSS Ltd	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
280	Todd Jaksick	1/12/16 (11:37 a.m.) Email from Wendy to Todd& Stan	2/4/19	---	---
281	Todd Jaksick	1/26/16 (6:06 p.m.) Email from Stan to Todd	2/4/19	---	---
282	Todd Jaksick	5/31/16 Email string between Stan, Todd	2/4/19	---	---
283	Todd Jaksick	9/6/16 (8:41 a.m.) Email from Todd to Stan and Riley	2/4/19	---	---
284	Todd Jaksick	9/29/16 (6:06 p.m.) Email from Todd to Stan, Riley	2/4/19	---	---
285	Todd Jaksick	12/09/16 Guarantee	2/4/19	---	---
286	Todd Jaksick	4/15/18 11:09 p.m. Email from Danyarop LLC to Acumen Finance (cc: Wendy)	2/4/19	---	---
287	Todd Jaksick	2/28/17 (7:55 p.m.) Email from Stan to Todd	2/4/19	---	---
288	Todd Jaksick	3/13/17 (11:20 p.m.) Email from Todd to Stan	2/4/19	---	---
289	Todd Jaksick	3/15/17 (11:23 a.m.) Email from Stan to Todd	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
290	Todd Jaksick	3/23/17 (3:06 p.m.) Email from Todd to Stan	2/4/19	---	---
291	Todd Jaksick	3/24/17 (9:34 a.m.) Wendy email to Stan and Todd	2/4/19	---	---
292	Todd Jaksick	3/25/17 (12:13 p.m.) Email from Wendy to Lexi, Todd, Stan	2/4/19	---	---
293	Todd Jaksick	4/7/17 (1:19 p.m.) Email from Todd to Wendy, Lexi & Stan	2/4/19	---	---
294	Todd Jaksick	7/11/17 (12:34 p.m.) Email from Stan to Todd	2/4/19	---	---
295	Todd Jaksick	9/27/17 (11:22 a.m.) Email from Stan to Todd	2/4/19	---	---
296	Todd Jaksick	8/15/13 Email from Clayton to Riley, Todd, Stan	2/4/19	---	---
297	Todd Jaksick	8/15/13 (1:28 p.m.) Email from Clayton to Riley	2/4/19	---	---
298	Todd Jaksick	10/21/13 Todd's Creditor Claim	2/4/19	STIPULATED	2/20/19
299	Todd Jaksick	1/20/16 (8:52 p.m.) Email from Todd to Wendy	2/4/19	---	---
300	Todd Jaksick	6/2017 Capital Call Request	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
301	Todd Jaksick	12/18/12 (12:21 p.m.) Email from Clayton to Hascheff, Todd	2/4/19	---	---
302	Todd Jaksick	6/5/14 (9:32 a.m.) Wendy email to Todd	2/4/19	---	---
303	Todd Jaksick	6/6/13 Text from Wendy to Todd	2/4/19	---	---
304	Todd Jaksick	7/5/13 (10:31 a.m.) Email from Todd to Riley, Stan	2/4/19	---	---
305	Todd Jaksick	7/30/14 & 7/31/14 Todd emails to Wendy	2/4/19	---	---
306	Todd Jaksick	11/18/14 (8:13 a.m.) Wendy email to Todd, Stan, Lexi, Riley	2/4/19	---	---
307	Todd Jaksick	Photo of Samuel S. Jaksick, Jr.	2/13/19	---	---
308	Todd Jaksick	Sam's Intent Diagram	2/13/19	---	---
309	Todd Jaksick	Chart of Entities Owned by Trust in April of 2013/ACPA	2/13/19	DEMO PURPOSE ONLY	DEMO PURPOSE ONLY
310	Todd Jaksick	Samuel S. Jaksick, Jr. Family Trust 4/21/13	2/13/19	---	---
310A	Todd Jaksick	Samuel L. Jaksick, Jr. Family Trust 2/4/19	2/13/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
311	Todd Jaksick	Summary of Personal Guarantees on Which Todd is Liable	2/13/19	---	---
312	Todd Jaksick	LIST OF ENTITIES IN WHICH TRUST HAS OWNERSHIP INTEREST PRESENTLY	2/13/19	---	---
313	Todd Jaksick	Tahoe Timeline	2/13/19	---	---
313A	Todd Jaksick	Tahoe Timeline	2/13/19	---	---
313B	Todd Jaksick	Lake Tahoe House	2/13/19	---	---
314	Todd Jaksick	LIST OF AND CHRONOLOGY OF TRUSTEES	2/13/19	---	---
315	Todd Jaksick	Wendy's Advances	2/13/19	---	---
316	Todd Jaksick	Financial Risk; demonstrative exhibit	2/13/19	NO OBJECTION TO DEMO PURPOSES ONLY	DEMO PURPOSES ONLY
317	Todd Jaksick	Financial Risk; demonstrative exhibit	2/13/19	---	---
317A	Todd Jaksick	Diagram	2/13/19	---	---
317B	Todd Jaksick	Diagram	2/13/19	---	---
317C	Todd Jaksick	Diagram	2/13/19	---	---
317D	Todd Jaksick	Diagram	2/13/19	---	---

JURY + NON-JURY Trial Exhibits

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317E	Todd Jaksick	Diagram	2/13/19	---	---
317F	Todd Jaksick	Diagram	2/13/19	---	---
317G	Todd Jaksick	Diagram	2/13/19	---	---
317H	Todd Jaksick	Diagram	2/13/19	---	---
317I	Todd Jaksick	Diagram	2/13/19	---	---
317J	Todd Jaksick	Diagram	2/13/19	---	---
317K	Todd Jaksick	Diagram	2/13/19	---	---
317L	Todd Jaksick	Diagram	2/13/19	---	---
317M	Todd Jaksick	Diagram	2/13/19	---	---
317N	Todd Jaksick	Diagram	2/13/19	---	---
317N	Todd Jaksick	Diagram	2/13/19	---	---
317O	Todd Jaksick	Diagram	2/13/19	---	---
317P	Todd Jaksick	Diagram	2/13/19	---	---
318	Todd Jaksick	Photograph(s)	2/4/19	---	---
318A	Todd Jaksick	Photograph(s)	2/4/19	---	---
318B	Todd Jaksick	Photograph(s)	2/4/19	---	---
318C	Todd Jaksick	Photograph(s)	2/4/19	---	---
318D	Todd Jaksick	Photograph(s)	2/4/19	---	---

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318E	Todd Jaksick	Photograph(s)	2/4/19	---	---
318F	Todd Jaksick	Photograph(s)	2/4/19	---	---
318G	Todd Jaksick	Photograph(s)	2/4/19	---	---
318H	Todd Jaksick	Photograph(s)	2/4/19	---	---
318I	Todd Jaksick	Photograph(s)	2/4/19	---	---
318J	Todd Jaksick	Photograph(s)	2/4/19	---	---
318K	Todd Jaksick	Photograph(s)	2/4/19	---	---
318L	Todd Jaksick	Photograph(s)	2/4/19	---	---
318M	Todd Jaksick	Photograph(s)	2/4/19	---	---
318N	Todd Jaksick	Photograph(s)	2/4/19	---	---
318O	Todd Jaksick	Photograph(s)	2/4/19	---	---
318P	Todd Jaksick	Photograph(s)	2/4/19	---	---
318Q	Todd Jaksick	Photograph(s)	2/4/19	---	---
318R	Todd Jaksick	Photograph(s)	2/4/19	---	---
318S	Todd Jaksick	Photograph(s)	2/4/19	---	---
318T	Todd Jaksick	Photograph(s)	2/4/19	---	---
318U	Todd Jaksick	Photograph(s)	2/4/19	---	---
318V	Todd Jaksick	Photograph(s)	2/4/19	---	---
318W	Todd Jaksick	Photograph(s)	2/4/19	---	---
318X	Todd Jaksick	Photograph(s)	2/4/19	---	---
318Y	Todd Jaksick	Photograph(s)	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

CORRECTED

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
318Z	Todd Jaksick	Photograph(s)	2/4/19	---	---
318AA	Todd Jaksick	Photograph(s)	2/4/19	---	---
318BB	Todd Jaksick	Photograph(s)	2/4/19	---	---
318CC	Todd Jaksick	Photograph(s)	2/4/19	---	---
318DD	Todd Jaksick	Photograph(s)	2/4/19	---	---
318EE	Todd Jaksick	Photograph(s)	2/4/19	---	---
318FF	Todd Jaksick	Photograph(s)	2/4/19	NO OBJECTION	2/22/19
318GG	Todd Jaksick	Photograph(s)	2/4/19	NO OBJECTION	2/22/19
318HH	Todd Jaksick	Photograph(s)	2/4/19	---	---
318II	Todd Jaksick	Photograph(s)	2/4/19	---	---
318JJ	Todd Jaksick	Photograph(s)	2/4/19	---	---
318KK	Todd Jaksick	Photograph(s)	2/4/19	---	---
318LL	Todd Jaksick	Photograph(s)	2/4/19	---	---
318MM	Todd Jaksick	Photograph(s)	2/4/19	---	---
318NN	Todd Jaksick	Photograph(s)	2/4/19	---	---
318OO	Todd Jaksick	Photograph(s)	2/4/19	---	---
318PP	Todd Jaksick	Photograph(s)	2/4/19	---	---
318QQ	Todd Jaksick	Photograph(s)	2/4/19	---	---
319	Todd Jaksick	12/8/14 (4:19 p.m.) Clayton email to Wendy (cc: Todd, Stan)	2/4/19	---	---

JURY + NON-JURY Trial Exhibits*****CORRECTED*******TITLE: CONS: TRUST: SSJ'S ISSUE TRUST**

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Case No: **PR17-00445**Dept. No: **15**Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
320	Todd Jaksick	12/11/14 (9:57 a.m.) Clayton email to Wendy (cc: Todd, Stan)	2/4/19	---	---
321	Todd Jaksick	3/11/14 (9:45 a.m.) Email from Wendy to Todd	2/4/19	---	---
322	Todd Jaksick	12/15/14 (5:01 p.m.) Clayton email to Wendy	2/4/19	---	---
323	Todd Jaksick	5/28/14 (12:03 p.m.) Email from Riley to Wendy, Stan, Todd, Lexi	2/4/19	---	---
324	Todd Jaksick	7/7/15 (6:49 p.m.) Email from Riley to Todd, Stan	2/4/19	---	---
325	Todd Jaksick	7/25/16 (1:17 p.m.) Email from Riley to Wendy	2/4/19	---	---
326	Todd Jaksick	7/25/16 (5:27 p.m.) Email from Riley to Wendy, Lexi	2/4/19	---	---
327	Todd Jaksick	Demonstrative Chart – Professionals Providing Advice to Todd	2/4/19	NO OBJECTION TO DEMO PURPOSES ONLY	DEMO PURPOSE ONLY
328	Todd Jaksick	Demonstrative Chart – Chronology of Events of Ownership of Tahoe House	2/4/19	---	---
329		INTENTIONALLY BLANK	---	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
330	Todd Jaksick	Debts and Obligations Schedule re: Samuel S. Jaksick Jr Family Trust, Estate of Samuel L. Jaksick Jr.	2/4/19	---	---
331	Todd Jaksick	Advances to Wendy	2/13/19	NO OBJECTION	2/27/19
332	Todd Jaksick	The TBJ's Issue Trust Agreement	2/20/19	---	---
333	Todd Jaksick	The Samuel S. Jaksick, Jr. Family Trust Agreement	2/20/19	---	---
334	Todd Jaksick	Wendy's original Counter Petition	5/13/19	---	---
335-399		INTENTIONALLY BLANK	---	---	---
400	Wendy Jaksick	Sam Jaksick Entities List	2/4/19	---	---
401	Wendy Jaksick	Sam's 2012 Income Tax Return	2/4/19	---	---
402	Wendy Jaksick	Sam's 2013 Income Tax Return	2/4/19	---	---
403	Wendy Jaksick	SSJ LLC Operating Agreement	2/4/19	---	---
404	Wendy Jaksick	Home Camp Land and Livestock 2013 Tax Return	2/4/19	---	---
405	Wendy Jaksick	Home Camp Land and Livestock 2014 Tax Return	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
406	Wendy Jaksick	Security Agreement, Wendy Jaksick as Debtor, Family Trust as Secured Party	2/4/19	---	---
407	Wendy Jaksick	Family Trust Balance Sheet, March 31, 2016	2/4/19	---	---
408	Wendy Jaksick	Pioneer Group, Inc Estimated Taming and Amount of Cash Distributions	2/4/19	---	---
409	Wendy Jaksick	Incline TSS New Partnership Structure #8 – Admission of Stan	2/4/19	---	---
410	Wendy Jaksick	Note Payable Between TBJ Family Trust and SBJ Family Trust	2/4/19	NO OBJECTION	2/27/19
411	Wendy Jaksick	Capital Call Request – Jackrabbit Properties – June 27, 2017	2/4/19	STIPULATED	2/20/19
412	Wendy Jaksick	Capital Call – Jackrabbit Properties – September 27, 2017	2/4/19	STIPULATED	2/20/19
413	Wendy Jaksick	Correspondence Dated December 13, 2017 From Kent Robison to Various Parties, Re: Capital Call Jackrabbit Property, LLC	2/4/19	---	---
414	Wendy Jaksick	Unsecured Promissory Note – Todd B. Jaksick Borrower, Samuel S. Jaksick Lender – Agreement to Extend	2/4/19	OBJECTION OVERRULED	2/27/19

JURY + NON-JURY Trial Exhibits

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Clerk: A. Dick

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
415	Wendy Jaksick	Todd Jaksick's House	2/4/19	---	---
416	Wendy Jaksick	Indemnification and Contribution Agreement – BHC Family Trust	2/4/19	---	---
417	Wendy Jaksick	Pacific Life Insurance Check in the Amount of \$6,032,876.71 and Statement of Claim Payment	2/4/19	NO OBJECTION	2/19/19
418	Wendy Jaksick	August 15, 2016, Solomon Dwiggins Freer	2/4/19	STIPULATED	2/26/19
419	Wendy Jaksick	Incline TSS LTD – Capital Call – March 13, 2017	2/4/19	STIPULATED	2/20/19
420	Wendy Jaksick	Livestock Bill of Sale	2/4/19	STIPULATED	2/21/19
421	Wendy Jaksick	DLR WPR NRCS Closing Funds Distribution – April 17, 2014	2/4/19	---	---
422	Wendy Jaksick	Distribution Breakdown 2015 Todd Sub trust	2/4/19	---	---
423	Wendy Jaksick	2013 Annual Account Statement – Issue Trust	2/4/19	---	---
424	Wendy Jaksick	2015 Annual Account Statement – Issue Trust	2/4/19	---	---
425	Wendy Jaksick	Pioneer Group Ownership and Control	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

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Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
426	Wendy Jaksick	Closing Statement – Galena Canyon Trial – February 24, 2012	2/4/19	---	---
427	Wendy Jaksick	Lease Agreement – Home Camp Land & Livestock Co., Dated December 12, 2013	2/4/19	---	---
428	Wendy Jaksick	Correspondence from Zachary E. Johnson to Donald A. Lattin and Philip Kreitlein re: Sub trust Accountings	2/4/19	---	---
429	Wendy Jaksick	Indemnification Payments Worksheet	2/4/19	STIPULATED	2/20/19
430	Wendy Jaksick	Email Dated May 14, 2013 from Jessica Clayton to Kevin Riley, Re: from Todd	2/4/19	---	---
431	Wendy Jaksick	Email Dated May 28, 2013 from Jessica Clayton to Kevin Riley, Re: from Todd	2/4/19	---	---
432	Wendy Jaksick	Email Dated January 11, 2014 from Stan Jaksick to Todd Jaksick, Re: Super Cub	2/4/19	---	---
433	Wendy Jaksick	Email dated January 13, 2014 from Jessica Clayton to Kevin Riley Re: WPR to DLR including cattle	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
434	Wendy Jaksick	Email Dated January 15, 2014 From Wendy Jaksick to Todd Jaksick, Re: Easement update	2/4/19	---	---
435	Wendy Jaksick	Email Dated February 4, 2014 From Wendy Jaksick to Todd Jaksick	2/4/19	---	---
436	Wendy Jaksick	Email Dated February 5, 2014 From Brian McQuaid to Wendy Jaksick, Re: Super Cut and Duck Lake Ranch Note	2/4/19	---	---
437	Wendy Jaksick	Email Dated May 21, 2014 from Wendy Jaksick to Todd Jaksick Re: April 16, 2014	2/4/19	STIPULATED	2/21/19
438	Wendy Jaksick	Email Dated May 21, 2014 from Wendy Jaksick to Todd Jaksick Re: Notes	2/4/19	---	---
439	Wendy Jaksick	Text Message from Wendy to Todd Jaksick and Stan Jaksick	2/4/19	---	---
440	Wendy Jaksick	Email Dated September 26, 2014 From Stan Jaksick to Todd Jaksick, Re: Yesterday's Meeting	2/4/19	NO OBJECTION	2/20/19
441	Wendy Jaksick	Email Dated October 28, 2014 from Kevin Riley to Todd and Stan Jaksick Re: Tahoe/Incline TSS	2/4/19	NO OBJECTION	2/20/19

JURY + NON-JURY Trial Exhibits

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Case No: PR17-00445

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Clerk: A. Dick

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
442	Wendy Jaksick	Email Dated November 7, 2014 From Jessica Clayton to Kevin Riley Re: ACPA – Need Kevin's signature	2/4/19	---	---
443	Wendy Jaksick	Email Dated February 11, 2015 from Jessica Clayton to Stan Jaksick and Kevin Riley Re: Explanation of Funds to Court for Stan	2/4/19	---	---
444	Wendy Jaksick	Email Dated January 12, 2016 From Wendy Jaksick to Todd Jaksick, Re: Gorman	2/4/19	NO OBJECTION	2/20/19
445	Wendy Jaksick	Email Dated January 12, 2016 From Wendy Jaksick to Todd Jaksick and Stan Jaksick Re: Vegas company buying Bronco Billy's definite agreement	2/4/19	---	---
446	Wendy Jaksick	Email Dated May 4, 2016 from Kevin Riley to Wendy Jaksick Re: Question	2/4/19	---	---
447	Wendy Jaksick	Email Dated July 20, 2016 From Kevin Riley to Todd Jaksick and Stan Jaksick, Re: First draft-estate distribution	2/4/19	STIPULATED	2/20/19

JURY + NON-JURY Trial Exhibits

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Case No: PR17-00445

Dept. No: 15

Clerk: A. Dick

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
448	Wendy Jaksick	Email Dated August 19, 2016 From Kevin Riley to Stan Jaksick Re: Todd's Indemnification Worksheet (Need to Identify and Attach Attachments)	2/4/19	---	---
449	Wendy Jaksick	Email Dated September 7, 2016 From Stan Jaksick to Todd Jaksick Re: Wendy Misc	2/4/19	STIPULATED	2/20/19
450	Wendy Jaksick	Email Dated December 1, 2016 From Jessica Clayton to Kevin Riley Re: Todd Sub Trust to Same Trust Balance Inco	2/4/19	---	---
451	Wendy Jaksick	Email Dated December 12, 2016 From Kevin Riley to Todd Jaksick, Bob LeGoy, Don Lattin and Nik Palmer Re: Fly Geyser & Grandchildrens Trust	2/4/19	---	---
452	Wendy Jaksick	Email Dated January 6, 2017 From Kevin Riley to Todd Jaksick, Stan Jaksick, Bob LeGoy and Brian McQuaid Re: draft financials for sj trust	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick **ATTYs:** Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley **ATTY:** Donald Lattin, Esq.

Case No: PR17-00445

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Clerk: A. Dick

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
453	Wendy Jaksick	Email Dated January 27, 2017 from Kevin Riley to Todd Jaksick, Stan Jaksick, Bob LeGoy and Brian McQuaid Re: SSJ trust distribution planning	2/4/19	---	---
454	Wendy Jaksick	Email Dated February 14, 2017 From Todd Jaksick to Stan Jaksick Re: Personal Guarantee	2/4/19	NO OBJECTION	2/20/19
455	Wendy Jaksick	Email Dated July 21, 2017 From Kevin Riley to Wendy Jaksick Re: BHC Trust	2/4/19	---	---
456	Wendy Jaksick	Email Dated December 5, 2017 from Stan Jaksick to Todd Jaksick Re: Meeting notes 11/29/17	2/4/19	---	---
457	Wendy Jaksick	Settlement Agreement Between Todd Jaksick and Stan Jaksick	2/19/19	---	---
458	Wendy Jaksick	Correspondence dated February 24, 2005 from Robert LeGoy and Gustave Rossi to Sam Jaksick and Todd Jaksick Re: Proposed transfer of Home Camp Land and Livestock Co,	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Clerk: A. Dick

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Exhibit No.	Party	Description	Marked	Offered	Admitted
459	Wendy Jaksick	Email dated May 11, 2006 from Robert LeGoy to Jessica Clayton Re: Clayton's direction to sign family trust	2/14/19	---	---
460	Wendy Jaksick	Correspondence dated June 29, 2006 from Robert LeGoy to Samuel Jaksick Re: Estate planning of Samuel J. Jaksick Re: Estate planning of Samuel J. Jaksick, Jr.	2/14/19	---	---
461	Wendy Jaksick	Correspondence dated December 6, 2006 from Robert LeGoy to Samuel Jaksick Re: The SSJ's Issue Trust Agreement	2/14/19	---	---
462	Wendy Jaksick	Correspondence dated December 27, 2006 from Robert LeGoy to Samuel Jaksick Re: The SSJ's Issue Trust Agreement	2/14/19	---	---
463	Wendy Jaksick	Correspondence dated April 12, 2007 from Robert LeGoy to Samuel Jaksick and Todd Jaksick Re: Binders re: the SSJ's Issue Trust Agreement	2/14/19	---	---
464	Wendy Jaksick	Email dated November 14, 2007 from Geoff Grenert to Robert LeGoy, Re: Jaksick	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
465	Wendy Jaksick	Correspondence dated June 17, 2010 from Robert LeGoy to Samuel Jaksick and Todd Jaksick Re: Evaluation of Real Estate Purchase Option for Sam's Incline Residence	2/14/19	NO OBJECTION	2/19/19
466	Wendy Jaksick	Email dated May 29, 2013 from Robert LeGoy to Brian McQuaid Re: Questions on List of Creditors	2/14/19	---	---
467	Wendy Jaksick	Email dated May 24, 2013 from Robert LeGoy to Jessica Clayton Re: Notice to Creditors	2/14/19	---	---
468	Wendy Jaksick	Email dated May 29, 2013 from Richard Thomas to Jessica Clayton Re: Sam's Estate	2/14/19	---	---
469	Wendy Jaksick	Email dated May 30, 2013 from Robert LeGoy to Jessica Clayton Re: Declaration of Gift - Bank Account	2/14/19	---	---
470	Wendy Jaksick	Email dated May 30, 2013 from Robert LeGoy to Jessica Clayton Re: From Todd	2/14/19	NO OBJECTION	2/21/19
471	Wendy Jaksick	Email Dated June 1, 2013 from Brian McQuaid to Jessica Clayton Re: Incline TSS LTD a Nevada Limited Liability Company	2/14/19	STIPULATED	2/19/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
472	Wendy Jaksick	Email dated June 2, 2013 from Todd Jaksick to Brian McQuaid re: Tahoe House	2/14/19	---	---
473	Wendy Jaksick	Email dated June 3, 2013 from Todd Jaksick to Brian McQuaid Re: Tahoe House	2/14/19	---	---
474	Wendy Jaksick	Email dated June 4, 2013 from Jessica Clayton to Brian McQuaid, Todd Jaksick and Kevin Riley Re: Incline TSS Ltd a Nevada Limited Liability Company	2/14/19	NO OBJECTION	2/19/19
475	Wendy Jaksick	Email dated June 4, 2013 from Brian McQuaid to Robert LeGoy re: Incline TSS LTD, A Nevada Limited Liability Company	2/14/19	NO OBJECTION	2/19/19
476	Wendy Jaksick	Email dated June 4, 2013 from Brian McQuaid to Todd Jaksick Re Draft Agreement re; Life Insurance	2/14/19	NO OBJECTION	2/19/19
477	Wendy Jaksick	Correspondence dated June 12, 2013 from Robert LeGoy and Brian McQuaid to Todd Jaksick, Stan Jaksick and Kevin Riley Re: Engagement Letter	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
478	Wendy Jaksick	Email dated June 15, 2013 from Robert LeGoy to Jessica Clayton Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19	---	---
479	Wendy Jaksick	Email dated June 15, 2013 from Robert LeGoy to Brian McQuaid and Doris Dotson Re: List of Creditors	2/14/19	---	---
480	Wendy Jaksick	Email dated June 18, 2013 from Robert LeGoy to Jessica Clayton Re: Assignment of Gift Bank Account	2/14/19	---	---
481	Wendy Jaksick	Email dated June 19, 2013 from Robert LeGoy to Nik Palmer Re: Roger Morris	2/14/19	---	---
482	Wendy Jaksick	Email dated June 19, 2013 from Robert LeGoy to Brian McQuaid Re: Sam's Estate-NSB Update – Message Failure 2 nd attempt	2/14/19	---	---
483	Wendy Jaksick	Email dated June 20, 2013 from Kevin Riley to Robert LeGoy and Jessica Clayton Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19	---	---

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
484	Wendy Jaksick	Email dated June 21, 2013 from Brian McQuaid to Matthew Gray Re: Jaksick Trust Documents	2/14/19	---	---
485	Wendy Jaksick	Email dated July 5, 2013 from Brian McQuaid to Jessica Clayton Re: Probate time frame for bank accounts	2/14/19	---	---
486	Wendy Jaksick	Email dated July 5, 2013 from Todd Jaksick to Brian McQuaid Re: Executors for Probate	2/14/19	---	---
487	Wendy Jaksick	Email dated July 24, 2013 from Kevin Riley to Robert LeGoy Re: Indemnification Agreement	2/14/19	---	---
488	Wendy Jaksick	Creditor Claim dated October 11, 2013 submitted by Janene Jaksickk to the Estate of Samuel S. Jaksick, Jr.	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

*****CORRECTED*****

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick **ATTYs:** Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick **ATTYs:** Kent Robison, Esq. + Therese Shanks, Esq.

RESP: Stan Jaksick **ATTYs:** Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley **ATTY:** Donald Lattin, Esq.

Case No: PR17-00445

Dept. No: 15

Clerk: A. Dick

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
489	Wendy Jaksick	Correspondence dated March 31, 2014 from the Samuel S. Jaksick Family Trust to Robert LeGoy Re: Representation of the Samuel S. Jaksick Jr. Family Trust and all sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd Jaksick, Stanley S. Jaksick, and related Persons and Entitics	2/14/19	---	---
490	Wendy Jaksick	Assignment of Note Payable dated June 4, 2014	2/14/19	---	---
491	Wendy Jaksick	Email dated June 6, 2014 from Jessica Clayton to Brian McQuaid and Robert LeGoy re: Sam's Family Trust	2/14/19	---	---
492	Wendy Jaksick	Email dated June 11, 2014 from Brian McQuaid to Robert LeGoy, Re: Jaksick – Consent	2/14/19	---	---
493	Wendy Jaksick	Correspondence dated June 11, 2014 from Shawn Pearson to Robert LeGoy Re: Sam Jaksick Jr.	2/14/19	---	---
494	Wendy Jaksick	Email dated August 11, 2014 from Jessica Clayton to Brian McQuaid and Doris Dotson Re: Monday conference call	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

CORRECTED

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
495	Wendy Jaksick	Correspondence dated August 15, 2014 from Wendy Jaksick to Todd Jaksick, Sam Jaksick, and Kevin Riley Re: Wendy Jaksick 1995 Insurance Note	2/14/19	STIPULATED	2/22/19
496	Wendy Jaksick	Email dated August 18, 2014 from Jessica Clayton to Brian McQuaid Re: Options for Loan to Trust	2/14/19	---	---
497	Wendy Jaksick	Email dated August 19, 2014 from Brian McQuaid to Jessica Clayton Re: Options for Loan to Trust	2/14/19	---	---
498	Wendy Jaksick	Correspondence dated September 3, 2014 from Robert LeGoy to Wendy Jaksick Re: Your Letter dated August 16, 2014	2/14/19	---	---
499	Wendy Jaksick	Correspondence dated October 15, 2014 from Robert LeGoy to Brett Buckingham, Investigator, Re: Stanley S. Jaksick and Todd B Jaksick	2/14/19	---	---
500	Wendy Jaksick	Email dated October 27, 2014 from Robert LeGoy to Jessica Clayton, Stan Jaksick, and Kevin Riley, Re: Montreux Development Group LLC	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
501	Wendy Jaksick	Correspondence dated October 27, 2014 from Robert LeGoy to Stan S. Jaksick, Re: Divorce Payment to Wife	2/14/19	---	---
502	Wendy Jaksick	Email dated October 28, 2014 from Brian McQuaid to Stan Jaksick, and Todd Jaksick Re: Stan's Promissory Notes	2/14/19	---	---
503	Wendy Jaksick	Email dated November 18, 2014 from Jessica Clayton to Brian McQuaid Re: Draft Promissory Notes - Wendy	2/14/19	---	---
504	Wendy Jaksick	Email dated January 20, 2015 from Kevin Riley to Robert LeGoy and Brian McQuaid Re: Draft Financials	2/14/19	---	---
505	Wendy Jaksick	Email dated January 21, 2015 from Brian McQuaid to Kevin Riley Re: Revision to Sam's Family Trust Agreement to elect QSST status	2/14/19	STIPULATED	2/21/19
506	Wendy Jaksick	Email dated March 12, 2015 from Brian McQuaid to Jessica Clayton, Robert LeGoy, Kevin Riley, Todd Jaksick and Stan Jaksick Re: FIB LOC Renewal Docs	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
507	Wendy Jaksick	Email dated July 23, 2015 from Todd Jaksick to Brian McQuaid Re: Janene Agreement	2/14/19	---	---
508	Wendy Jaksick	Email dated November 3, 2015 from Kevin Riley to Robert LeGoy and Brian McQuaid Re: Jackrabbit properties transfer	2/14/19	---	---
509	Wendy Jaksick	Email dated November 6, 2015 from Jessica Clayton to Brian McQuaid, Re: Security for SSJ's Issue Trust Notes	2/14/19	---	---
510	Wendy Jaksick	Email dated November 12, 2015 from Brian McQuaid to Jessica Clayton Re: Jackrabbit properties transfer	2/14/19	---	---
511	Wendy Jaksick	Email dated November 12, 2015 from Brian McQuaid to Jessica Clayton Re: Security for SSJ's Issue Trust Notes	2/14/19	---	---
512	Wendy Jaksick	Email dated November 21, 2015 from Brian McQuaid to Jessica Clayton, Kevin Riley and Stan Jaksick Re: Security for SSJ's Issue Trust Notes	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Krcitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
513	Wendy Jaksick	Memo to File dated November 25, 2015 Re: Conference call with Todd Jaksick and Kevin Riley re: Jackrabbit	2/14/19	NO OBJECTION	2/21/19
514	Wendy Jaksick	Email dated December 17, 2015 from Kevin Riley to Brian McQuaid Re: Jackrabbit Properties LLC	2/14/19	---	---
515	Wendy Jaksick	Email dated December 18, 2015 from Brian McQuaid to Kevin Riley, Todd Jaksick, Stan Jaksick, Jessica Clayton and Robert LeGoy Re: Jackrabbit Properties LLC	2/14/19	---	---
516	Wendy Jaksick	Assets of Trust Benefitting Benjamin and Amanda Jaksick dated December 23, 2013	2/14/19	---	---
517	Wendy Jaksick	Email dated January 13, 2016 from Brian McQuaid to Kevin Riley, Todd Jaksick, Stan Jaksick, and Robert LeGoy Re: White Pine Lumber	2/14/19	---	---
518	Wendy Jaksick	Email dated January 21, 2016 from Robert LeGoy to Todd Jaksick, Re: Land Owner	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
519	Wendy Jaksick	Email dated April 28, 2016 from Brian McQuaid to Jessica Clayton and Robert LeGoy Re: Pioneer Group – Sale Info – Docs – Timeline	2/14/19	---	---
520	Wendy Jaksick	Email dated May 23, 2016 from Kevin Riley to Brian McQuaid and Bob LeGoy Re: Debts	2/14/19	---	---
521	Wendy Jaksick	Robert LeGoy's Notes dated July 24, 2017 Re: Stan's issues with Todd's Indemnification Agreement	2/14/19	---	---
522	Wendy Jaksick	Email dated July 28, 2017 from Robert LeGoy to Pierre Hascheff Re: Indemnification Agreements the Great Sam Jaksick Gave Stan and Todd	2/14/19	---	---
523	Wendy Jaksick	Correspondence dated August 3, 2018 from Robert LeGoy to Adam Hosmer-Henner, Phillip Kreitlein, Michael S. Kimmel and Kent Robison Re: Jaksick Litigations	2/14/19	NO OBJECTION	3/1/19
524	Wendy Jaksick	Email dated August 3, 2018 from Robert LeGoy to Mark Knobel Re: Informed Consents to Representations and Waivers of Conflicts in Jaksick Litigations	2/14/19	STIPULATED	3/1/19

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Krcitlein, Esq.

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Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
525	Wendy Jaksick	Family Trust Obligations Ledger Re: LeGoy questioning Todd's IA Payment Claims	2/14/19	NO OBJECTION	2/27/19
526	Wendy Jaksick	Memo dated October 16, 2014 from Procter J. Hug IV to Brian McQuaid and Robert LeGoy Re: Samuel S. Jaksick, Jr. Trust and Estates Administration	2/14/19	---	---
527	Wendy Jaksick	NRS 165.141 – Demand for Accounting – Effective from October 1, 2015	2/14/19	---	---
528	Wendy Jaksick	NRS 165.141 – Demand for Accounting – Effective through September 31, 2015	2/14/19	---	---
529	Wendy Jaksick	NRS 165.1214 – Timing of Accounting	2/14/19	---	---
530	Wendy Jaksick	Sam Jaksick Entities Chart	2/14/19	---	---
531	Wendy Jaksick	Sam Jaksick List of Entities, Valuations and Notes, dated July 8, 2013	2/14/19	---	---
532	Wendy Jaksick	Objection to Approval of Accountings and Other Trust Administration Matter dated October 10, 2017- Family Trust Accounting	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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TRUSTEES: Michael Kimmel + Kevin Riley **ATTY:** Donald Lattin, Esq.

Case No: PR17-00445

Dept. No: 15

Clerk: A. Dick

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
533	Wendy Jaksick	Objection to Approval of Accountings and Other Trust Administration Matters, dated October 10, 2017 – Issue Trust Accounting	2/14/19	---	---
534	Wendy Jaksick	Amended Objection and Counter-Petition Re: Family Trust dated March 23, 2018	2/14/19	---	---
535	Wendy Jaksick	Amended Objection and Counter-Petition Re: Issue Trust dated March 23, 2018	2/14/19	---	---
536		INTENTIONALLY BLANK		---	---
537	Wendy Jaksick	The TBJ's Issue Trust Agreement	2/14/19	NO OBJECTION	2/9/19
538	Wendy Jaksick	Unsecured Promissory Note	2/19/19	---	---
539	Wendy Jaksick	Amendment Unsecured Promissory Note	2/19/19	---	---
540	Wendy Jaksick	Wendy Jaksick Trust Under the Samuel S. Jaksick Jr Family Trust Agreement	2/19/19	STIPULATED	2/21/19
541	Wendy Jaksick	Declaration of the Samuel S. Jaksick Jr., Wendy A. Jaksick 2012 BHC Family Trust	2/19/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: **May 13, 2019**

Exhibit No.	Party	Description	Marked	Offered	Admitted
542	Wendy Jaksick	Real Estate Option Agreement	2/19/19	NO OBJECTION	2/19/19
542A	Wendy Jaksick	Original Signature	2/25/19	STIPULATED	2/25/19
543	Wendy Jaksick	Uniform Residential Loan Applications	2/19/19	STIPULATED	2/19/19
544	Wendy Jaksick	12/27/19 Email	2/19/19	NO OBJECTION	2/19/19
545	Wendy Jaksick	Kimmel Appraisal	2/20/19	STIPULATED	2/20/19
546	Wendy Jaksick	1011 Lakeshore Blvd Zillow3	2/20/19	OBJECTION SUSTAINED	---
547	Wendy Jaksick	Amendment to Secured Promissory Note	2/20/19	STIPULATED	2/20/19
548	Wendy Jaksick	Original Indemnification Agreement	2/21/19	NO OBJECTION	2/21/19
549	Wendy Jaksick	Original Signature	2/21/19	NO OBJECTION	2/21/19
550	Todd Jaksick	Consent and Release	2/17/19	OBJECTION OVERRULED	2/27/19
551	Trustees	Second Amendment to the Operating Agreement	2/28/19	NO OBJECTION	2/28/19
552	Wendy Jaksick	Photos	2/28/19	---	---
553	Wendy Jaksick	Original of Exhibit 13	2/25/19	---	---

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
554	Wendy Jaksick	Form of Notice to Holder of Crummey Withdrawal Power	3/1/19	NO OBJECTION	3/1/19
555	Court	Proposed Jury Instructions + Matrix [imaged to case docket]	3/4/19	---	---
556-559		INTENTIONALLY BLANK	---	---	---
560	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
561	Todd Jaksick	Demo Exhibit	3/4/19 + 5/13/19	DEMO PURPOSES ONLY; STIPULATED	5/13/19
562	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
563	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
564	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
565	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
566	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
567	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
568	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
569	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
570	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
571	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---

JURY + NON-JURY Trial Exhibits

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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
572	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
573	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
574	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
575 and 576		INTENTIONALLY BLANK		---	---
577	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
580	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
581	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
582	Todd Jaksick	Original, unredacted Exhibit 23.41	3/4/19	---	---
583	Wendy Jaksick	Verdict, dated March 4, 2019	5/13/19	---	WITHDRAWN
584	Wendy Jaksick	Settlement Agreement Between Todd Jaksick and Stan Jaksick – Exhibit 457 from Jury Trial	5/13/19	OBJECTION OVERRULED	5/20/19
585	Wendy Jaksick	SSJ's Issue Trust Financial Statement 1/01/18-12/31/18	5/13/19	OBJECTION OVERRULED	5/20/19
586	Wendy Jaksick	10/25/2018 Correspondence from Wendy's Counsel to Trustees' Counsel re: accountings	5/13/19	OBJECTION SUSTAINED	---
587	Wendy Jaksick	Emergency Motion to Compel Production of Subtrust Accountings, dated 01/18/2019	5/13/19	OBJECTION SUSTAINED	---

JURY + NON-JURY Trial Exhibits

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TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

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Date: **May 13, 2019**

Exhibit No.	Party	Description	Marked	Offered	Admitted
588	Wendy Jaksick	Stanley Jaksick's Opposition to Emergency Motion to Compel Production of Subtrust Accountings, dated 02/01/2019	5/13/19	OBJECTION SUSTAINED	---
589	Wendy Jaksick	Joinder to Stanley Jaksick's Opposition to Emergency Motion to Compel Production of Subtrust Accountings, dated 02/01/2019	5/13/19	OBJECTION SUSTAINED	---
590	Wendy Jaksick	Order Granting and Part and Denying in Part Motion to Compel Production of Subtrust Accountings, dated 02/07/2019	5/13/19	OBJECTION SUSTAINED	---
591	Wendy Jaksick	03/15/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: accountings	5/13/19	OBJECTION SUSTAINED	---
592	Wendy Jaksick	01/14/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: tax returns	5/13/19	OBJECTION SUSTAINED	---
593	Wendy Jaksick	03/15/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: resignation	5/13/19	OBJECTION SUSTAINED	---
594	Wendy Jaksick	03/15/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: removal	5/13/19	OBJECTION SUSTAINED	---

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Case No: **PR17-00445**

Dept. No: **15**

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
595	Wendy Jaksick	03/20/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: Disclosure Concerning \$4 Million for Wendy	5/13/19	OBJECTION SUSTAINED	---
596	Wendy Jaksick	03/20/2019 Correspondence from Trustees' Counsel to Wendy's Counsel re: resignation	5/13/19	OBJECTION SUSTAINED	---
597	Wendy Jaksick	03/21/2019 Correspondence from Todd's Counsel to Wendy's Counsel re: resignation	5/13/19	OBJECTION SUSTAINED	---

PR17-00446 TRUST: SAMUEL S. JAKSICK, JR. FAMILY TRUST

10/11/2017

PROBATE COMMISSIONER

ROBIN WRIGHT

M. Conway (Clerk)

RECORDED - JAVS

HEARING:

10/11/2017: Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.

APPEARANCES:

Donald Lattin, Esq. and Mike Kimmel, Esq. were present in Court on behalf of Petitioner/Trustee Todd Jaksick, who was not present.

Mark Connot, Esq. was present in Court on behalf of Respondent Wendy Jaksick, who was not present.

Philip Kreitlein, Esq. and Stephen Moss, Esq. were present in Court on behalf of Respondent Stanley S. Jaksick, who was not present.

Counsel Lattin addressed and advised the Court that the Trustee is the same in both Trusts (SSJ's Issue Trust and Samuel S. Jaksick Jr. Family Trust), there are objections to the Petition and these matters should be placed on the contested calendar.

Counsel Connot addressed the Court and concurred with Counsel Lattin's recitation.

Counsel Kreitlein and Counsel Moss addressed the Court and concurred with Counsel Lattin's recitation.

The Commissioner FINDS that the matter, as well as the other pending matter, likely to be contested and involving the same or similar parties and issues, will best be served by placement of both matters together on a trial track before the Probate Judge. The parties agreed to this proposal.

IT IS THEREFORE RECOMMENDED that this case and Case No. PR17-00445, SSJ'S Issue Trust, be referred to the Honorable David A. Hardy, Probate Judge, for all further proceedings.

Code 1350

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

In the Matter of the:

SSJ'S ISSUE TRUST.,

Case No. PR17-00445

In the Matter of the:

Dept. No. 15

SAMUEL S. JAKSICK, JR., FAMILY TRUST.

Case No. PR17-00446

WENDY JAKSICK,
Respondent and Counter-Petitioner.

Dept. No. 15

v.
TODD B. JAKSICK, Individually, as Co-Trustee
of the Samuel S. Jaksick, Jr. Family Trust, and as
Trustee of the SSJ's Issue Trust; MICHAEL S.
KIMMEL, individually and as Co-Trustee of the
Samuel s. Jaksick, Jr. Family Trust; STANLEY
S. JAKSICK, individually and as Co-Trustee of
The Samuel S. Jaksick Jr. Family Trust; KEVIN
RILEY, individually, as Former Trustee of the
Samuel S. Jaksick, Jr. Family Trust, and as
Trustee of the Wendy A. Jaksick 2012 BHC
Family Trust, INCLINE TSS, LTD.; and
DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

**CERTIFICATE OF CLERK AND TRANSMITTAL
NOTICE OF CROSS-APPEAL**

I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on the 22nd day of July, 2020, I electronically filed the Notice of Cross-Appeal in the above entitled matter to the Nevada Supreme Court.

1 I further certify that the transmitted record is a true and correct copy of the original
2 pleadings on file with the Second Judicial District Court.

3 Dated this 22nd day of July, 2020.

4 Jacqueline Bryant
5 Clerk of the Court
6 By /s/YViloria
7 YViloria
8 Deputy Clerk
9
10
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