

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE
ADMINISTRATION OF THE SSJ'S ISSUE
TRUST

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CASE NO.: 81470

IN THE MATTER OF THE
ADMINISTRATION OF THE SAMUEL S.
JAKSICK, JR., FAMILY TRUST

**District Court Case No.:
PR17-00445/PR17-00446**

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; 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; and STANLEY
JAKSICK, Individually and as Co-Trustee of
the Samuel S. Jaksick Jr. Family Trust,

Appellants/Cross-Respondents,

vs.

WENDY JAKSICK,

Respondent/Cross-Appellant.

APPELLANT/CROSS-RESPONDENT
TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF

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Request for Submission of Motion for Order Awarding Costs and Attorneys' Fees	4.1.19	7	TJA001186-001189
Request for Submission of Wendy A. Jaksick's Motion for Leave to Join Indispensable Parties	12.18.18	5	TJA000934-000936

Respondent Wendy A. Jaksick's Answer to Petition for Approval of Accounting and Other Trust Administration Matters (Family Trust)	10.10.17	4	TJA000595-000601
Respondent Wendy A. Jaksick's Answer to Petition for Approval of Accounting and Other Trust Administration Matters (Issue Trust)	10.10.17	4	TJA000602-000606
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 Administration Matters (Family Trust)	10.10.17	4	TJA000586-000594
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 Administration Matters (Issue Trust)	10.10.17	4	TJA000607-000614

Stanley Jaksick's Written Closing Arguments	7.1.19	7	TJA001275-001281
Stanley Jaksick's Written Closing Reply Brief	7.31.19	11	TJA001758-001977
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	8.2.18	5	TJA000832-000844
Supplemental Brief by Stanley Jaksick, Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust	2.18.20	12	TJA002078-002085
Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	5.12.20	19	TJA003206-003324
Todd B. Jaksick's 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 Trustees, and for Declaratory Judgment and Other	4.13.18	4	TJA000780-000795

Relief			
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	4.9.18	4	TJA000767-000779
Todd B. Jaksick's Closing Argument Brief	7.1.19	7	TJA001282-001362
Todd B. Jaksick's Closing Argument Brief	7.31.19	9	TJA001536-001623
Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.8.20	18	TJA003152-003189
Todd B. Jaksick's Opposition to Wendy Jaksick's Supplemental Motion in Support of Award of Attorney's Fees	5.21.20	21	TJA003609-003617
Todd B. Jaksick's, Individually, Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000856-000872

Todd Jaksick's Motion to Strike Wendy Jaksick's Verified Memorandum of Costs or, in the Alternative, Motion to Retax Costs	3.25.20	13	TJA002190-002194
Todd B. Jaksick's Motion to Amend Judgment	4.29.20	18	TJA003001-003043
Todd Jaksick's Supplemental Brief in Response to the Court's February 6, 2020 Order for Supplemental Briefing	2.18.20	12	TJA001980-002043
Trial Transcript	5.13.19	7	TJA001190-001202
Trustees' Supplemental Brief	2.18.20	12	TJA002044-002077
Verdicts	3.4.19	5	TJA000954-000957
Verified Memorandum of Costs	3.23.20	13	TJA002165-002189
Wendy Jaksick's Brief of Closing Arguments in the Equitable Claims Trial	7.31.19	10	TJA001662-001757
Wendy Jaksick's Brief of Opening Arguments in the Equitable Claims Trial	7.1.19	8	TJA001363-001470
Wendy Jaksick's Motion for Leave to Join Indispensable Parties	11.15.18	5	TJA000848-000855
Wendy Jaksick's Omnibus Reply in Support of Motion for Leave to	12.17.18	5	TJA000899-000933

Join Indispensable Parties			
Wendy Jaksick's Reply in Support of her Motion to Alter or Amend Judgment, or, Alternatively, Motion for New Trial	5.15.20	19	TJA003349-003357
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	4.8.20	14	TJA002446-002450
Wendy Jaksick's Supplemental Brief in the Equitable Claims Trial	2.25.20	12	TJA002086-002093

Dated this 13th day of April, 2021.

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Todd B. Jaksick, in his individual capacity

CERTIFICATE OF SERVICE

I certify that on the 13th day of April, 2021, I served a copy of **APPELLANT/CROSS-RESPONDENT TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF- VOL. 7**, upon all counsel of record:

☐ BY MAIL: I placed a true copy thereof enclosed in a sealed envelope addressed as follows:

☐ BY FACSIMILE: I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below:

☒ BY ELECTRONIC SERVICE: by electronically filing and serving the foregoing document with the Nevada Supreme Court's electronic filing system:

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DATED this 13th day of April, 2021.

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13 *Incline TSS, Ltd., and Duck Lake Ranch, LLC*

14
15 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

16 **IN AND FOR THE COUNTY OF WASHOE**

17 In the Matter of the:

CASE NO.: PR17-00445

18 SSJ's ISSUE TRUST.

DEPT. NO.: 15

19 In the Matter of the:

CASE NO.: PR17-00446

20 SAMUEL S. JAKSICK, JR., FAMILY TRUST.

DEPT. NO.: 15

21 WENDY JAKSICK,

22 Respondent and Counter-Petitioner,

23 v.

24 TODD B. JAKSICK, Individually, as Co-
25 Trustee of the Samuel S. Jaksick Jr. Family
26 Trust, and as Trustee of the SSJ's Issue Trust;
27 MICHAEL S. KIMMEL, Individually and as
28 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;

**REPLY IN SUPPORT OF MOTION FOR
ORDER AWARDING COSTS AND
ATTORNEYS' FEES FOR TODD
JAKSICK, INDIVIDUALLY, DUCK LAKE
RANCH, LLC, AND INCLINE TSS, LTD.**

Petitioners and Counter-Respondents.

1 Todd Jaksick, individually, Duck Lake Ranch, LLC, (“Duck Lake”) and Incline TSS, Ltd.,
2 (“Incline TSS”) replies in support of their motion for an order awarding costs in favor of Todd
3 Jaksick, individually, Duck Lake and Incline TSS against Counter-Petitioner Wendy Jaksick and
4 further move this Honorable Court for an order awarding all attorneys’ fees incurred by these
5 moving parties or, in the alternative, attorneys’ fees incurred from and after the date of Todd
6 Jaksick’s Offer of Judgment served August 29, 2018, as follows:

7 **I. TODD IS ENTITLED TO FEES AND COSTS UNDER HIS OFFER OF**
8 **JUDGMENT.**

9 **A. WENDY DID NOT OBTAIN A JUDGMENT ON HER CLAIMS AGAINST**
10 **TODD AS AN INDIVIDUAL.**

11 The only claim on which Wendy obtained a jury verdict was her claim for breach of
12 fiduciary duty against Todd as the Trustee of the Issue Trust and Co-Trustee of the Family Trust.
13 She did not obtain any judgment on her claims against Todd as an individual. Therefore, her
14 arguments regarding pre-judgment interest, attorney fees and costs do not apply since Wendy
15 recovered \$0 on her claims against Todd as an individual. On this basis alone, Todd is entitled to
16 recover his attorneys’ fees and costs under his Offers of Judgment.

17 **B. PRE-JUDGMENT INTEREST.**

18 Regarding Wendy’s argument concerning pre-judgement interest, the pre-judgment interest
19 which this Court may consider does not bring her jury verdict on the breach of fiduciary duty
20 claims in excess of \$25,000. Under NRCP 68, this Court cannot consider the amount of
21 prejudgment interest that would have accrued after Wendy’s rejection of the offer. NRCP
22 68(f)(1)(A) (stating that an offeree “may not recover interest for the period after the service of the
23 offer and before the judgment”). Only pre-offer interest may be added to the judgment to
24 determine whether Wendy exceeded the Offer of Judgment amount. *McCrary v. Bianco*, 122 Nev.
102, 110, 131 P.3d 573, 578 (2006).

25 The current interest rate for prejudgment interest is 5.5%. *See* NRS 17.130(2). Therefore,
26 the amount of interest that was accrued on Wendy’s \$15,000 Verdict prior to the Offers of
27 Judgment would have amounted to approximately \$6,600. This means that Wendy’s judgment
28 amount is, at most, \$21,600. Accordingly, she did not beat Todd’s \$25,000 Offer of Judgment on

1 the breach of fiduciary claims, and Todd is entitled to recover his attorneys' fees and costs.

2 **C. ATTORNEYS' FEES AND COSTS.**

3 Wendy incorrectly argues that this Court must add the amount of her attorney fees and
4 costs to the jury Verdict. First, the amount of costs and attorney fees which this Court may
5 consider are also limited only to those incurred prior to the Offer of Judgment. NRCP 68(f)(1)(A)
6 (stating that an offeree "cannot recover any costs, expenses or attorney fees"); *see also* NRCP
7 68(g) (limiting consideration to "pre-offer taxable costs, expenses . . . , and if attorney fees are
8 permitted by law or contract, attorney fees").

9 Second, this Court does not add Wendy's pre-offer costs and fees to the judgment, ***but to***
10 ***the offer***. Under NRCP 68(g), this Court "must compare the amount of the offer, ***together with***
11 the offeree's pre-offer taxable costs, expenses, interest, and if attorney are permitted by law or
12 contract, attorney fees, ***with*** the amount of the judgment." (Emphasis added).

13 A brief history of NRCP 68 explains the interpretation of this rule. NRCP 68(g) does not
14 have a federal counterpart in FRCP 68, making it one of the few rules of Nevada Civil Procedure
15 that differs substantially from the federal rules. *See* FRCP 68. Also, unlike FRCP 68, NRCP 68
16 used to have a sister statute, NRS 17.115. NRCP 68 was enacted by the Supreme Court, and NRS
17 17.115 was enacted by the Nevada Legislature.

18 In 1999, NRCP 68(g) was added to the rule. *See* NRCP, Advisory Notes. That same year,
19 the Legislature amended NRS 17.115 to include a similar provision. *See State Drywall, Inc. v.*
20 *Rhodes Design & Dev.*, 122 Nev. 111, 115 n.4, 127 P.3d 1082, 1085 n.4 (2006). Under the 1999
21 amendments to both NRCP 68(g) and NRS 17.115, "costs were to be added to the *offer* and
22 compared to the principal amount of the judgment." *Id.*

23 In 2005, the Legislature amended NRS 17.115 to provide that costs should be added to the
24 *judgment* rather than the offer. *Id.* ***The Nevada Supreme Court never amended NRCP 68(g) to***
25 ***conform to NRS 17.115.*** *See* NRCP 68.

26 In 2006, the Nevada Supreme Court addressed the differences between NRCP 68(g) and
27 NRS 17.115 in two sister opinions, *State Drywall* and *McCrory*. On February 6, 2006, the Nevada
28 Supreme Court issued its opinion in *State Drywall*, which ***solely*** addressed NRS 17.115, and

1 explained in a footnote that costs are to be added to a judgment and not the offer when offers of
2 judgment are evaluated under NRS 17.115, as amended in 2005. 122 Nev. at 115 n.4, 127 P.3d at
3 1085 n.4. Almost two months later, on March 30, 2006, the Nevada Supreme Court issued its
4 opinion in *McCrary*, which addressed both NRCP 68 and NRS 17.115. 122 Nev. 102, 131 P.3d
5 573. In that opinion, the Nevada Supreme Court explained in a footnote that costs are to be added
6 to the *offer* and not the judgment under NRCP 68. *Id.* at 107 n.10, 131 P.3d at 577 n.10. As the
7 Nevada Supreme Court explained, under NRCP 68(g) costs “are not, however, awarded as part of
8 the judgment; rather they are calculated and added to the *offer*, and then compared with the
9 principal amount of the judgment.” *Id.*

10 NRS 17.115 has since been revoked. The language it contained was never adopted or
11 added to the NRCP 68(g), and *McCrary*’s explanation of how NRCP 68(g) is to be interpreted
12 remains binding law. Thus, under NRCP 68(g), costs and attorney fees are to be added to the *offer*
13 and not the judgment. This interpretation is consistent with the phrasing of the rule, which states
14 that the offer amount is considered “together” with the costs, and then compared “with” the
15 judgment obtained. *See* NRCP 68(g). This interpretation is also consistent with the purpose
16 behind the rule, which requires litigants to evaluate the expenses involved with continuing
17 litigation against the benefit of settling it by accepting the offer.

18 Accordingly, Wendy’s argument that this Court must add her pre-offer costs and attorney
19 fees to the amount of the *jury verdict* is incorrect. That amount must be added to the offer.
20 Accepting Wendy’s statement that her pre-offer costs exceeded \$17,000, Wendy clearly did not
21 recover more from the jury verdict than Todd’s offer plus her costs.

22 Finally, regarding Wendy’s assertion regarding attorney fees, Todd notes that evidence at
23 trial clearly established that Wendy’s counsel was hired on a contingency fee basis and Wendy has
24 not paid, or incurred, any attorney fees prior to the Offer of Judgment. Moreover, Wendy
25 completely failed to provide this Court with any information, estimate or evidence as to what those
26 fees might be, or how many hours of work were performed by Wendy’s counsel on this case prior
27 to the Offer of Judgment. Therefore, Todd is entitled to recover his fees and costs under his Offer
28 of Judgment.

1 **II. TODD, DUCK LAKE AND INCLINE TSS ARE ENTITLED TO RECOVER ALL**
2 **ATTORNEYS' FEES INCURRED PURSUANT TO NRS 18.010(2)(b).**

3 Todd fully briefed the bases on which he believes an award of attorneys' fees are
4 appropriate under NRS 18.010(2)(b) and incorporates those here. However, he will address
5 several of Wendy's comments:

6 1. There is, in fact, evidence that Wendy brought her case to harass Todd. *See* Exhs. 6
7 and 7 attached to the motion, which are copies of Wendy's illicit agreement to harass Todd and
8 falsely accuse him of wrongdoing. Furthermore, at trial, this Court saw evidence in the form of
9 text messages and emails where Wendy threatened to sue Stan unless Stan agreed to pay her
10 money. Whether it is called harassment, or extortion, Wendy clearly uses litigation as a method of
11 bullying others into giving her money to which she is not otherwise entitled.

12 2. Wendy did not prevail on any claim against Todd as an individual. She cannot
13 escape that fact.

14 3. Wendy continues to beat the dead horse of discovery disputes. However, as this
15 Court so aptly noted, Wendy's discovery requests were unreasonably broad. Furthermore, there
16 has been no evidence produced that Todd continues to possess relevant documents which he has
17 not produced. The evidence at trial was the exact opposite: Todd has produced what he has in his
18 possession and control.

19 4. There is no evidence to support any accusation of forgery. Todd's expert found that
20 all of the signatures challenged by Wendy were not forgeries. Wendy's focus on the document
21 discrepancies does not make these documents forgeries, particularly in light of the fact that she
22 was not able to present any evidence that Sam (1) did not authorize the alterations, (2) did not
23 know about the alterations, and (3) did not ratify the re-use of his signature pages.

24 Wendy's entire fraud claim was based in large part on her claim that documents were
25 forged or altered by Todd, and the jury obviously did not believe her as they found in favor of
26 Todd on that claim.

27 5. Wendy's computation of damages was not detailed because it did not include a
28 damages amount. The *amount* of damages that Wendy sought was not disclosed to Todd until

1 Wendy's closing argument.

2 Wendy's statements regarding water rights in her opposition completely contradict her trial
3 testimony. According to Wendy, she did not rely upon Todd's disclosure at all, but instead
4 researched the Jaksick Family water rights herself at the State Engineer's office because these are
5 **public record**. As this Court may recall, the majority of Wendy's requested damages were based
6 on these water rights. Wendy provides no explanation to this Court or to Todd as to why she was
7 not able to obtain this information of public record prior to the 12th day of trial.

8 Finally, Todd did not have the obligation to seek amendment or supplementation of
9 Wendy's NRCP 16.1 damages computation. That burden falls on Wendy under NRCP 16.1 and
10 NRCP 26. Given that Todd moved in limine to preclude evidence concerning Wendy's damages
11 due to her failure to provide a computation, Wendy knew that she should have amended these
12 disclosures prior to her closing statement.

13 6. Wendy chose not to call Kevin Riley as a witness, despite hearing days of testimony
14 in both deposition and trial that he possessed the answers to her questions. Kevin Riley was
15 present in the courtroom during Wendy's case-in-chief and could have been called. She now
16 attempts to blame her oversight on Todd. This is not proper.

17 7. The evidence regarding water rights was not "undisputed and uncontroverted."
18 When Todd took the stand, he explained that Wendy's "calculation" was speculative and incorrect.
19 Wendy herself testified that she is not a water rights expert and is not qualified to value water
20 rights or to give an opinion as to an accurate value of water rights. Moreover, Wendy failed to
21 present evidence as to **who owned the water rights**. If the Trust did not own these outright, then
22 Wendy is not entitled to a one-third share of the water rights. If these are held by an entity in
23 which non-Jaksick family members are also investors, and that is the case for many of these rights,
24 Wendy is not entitled to anywhere near one-third of the amount of these rights. In fact, she is not
25 entitled to the value of the water rights at all and would only be entitled to her share of the Trust's
26 interest in that entity.

27 8. Wendy did not present any evidence at trial regarding Sammy Supercub Series A,
28 LLC, yet only agreed to drop Sammy Supercub as a defendant upon settling of jury instructions.

1 Wendy did not present any evidence at trial sufficient to even include Duck Lake Ranch, LLC or
2 Incline TSS, Ltd. on the jury verdict form. Wendy never even identified what the “damages”
3 claims” are that she allegedly asserted against these entities when she joined them to this litigation.
4 Wendy has not identified any basis or ground for her assertion that she is seeking damages against
5 these entities, and an award of fees is appropriate under NRS 18.010(2)(b).

6 **III. TODD IS A PREVAILING PARTY.**

7 As explained, Wendy did not prevail on any claim against Todd as an individual. Her
8 remaining claims are equitable and concern Todd only in his role as Trustee or Co-Trustee. Todd
9 is clearly a prevailing party entitled to fees and costs. Todd incorporates his arguments set forth in
10 his request for judgment on the jury verdict in his favor as an individual in this reply.

11 **IV. WENDY DOES NOT ADDRESS THE BEATTIE FACTORS.**

12 In a footnote, Wendy states that none of the *Beattie* factors are met but fails to provide any
13 explanation to this Court as to why. Accordingly, Todd has clearly demonstrated that the *Beattie*
14 factors weigh in his favor and entitle him to an award of his fees and costs under both NRS
15 18.010(2)(b) and NRCP 68.

16 **V. CONCLUSION.**

17 Todd’s costs, as an individual, should be awarded in the amount of \$69,268.07.

18 Todd should recover attorneys’ fees, as an individual, pursuant to NRS 18.010 in the total
19 amount of \$705,690.50.

20 If the Court does not award fees pursuant to NRS 18.010, the Court should, in the
21 alternative, award Todd his attorneys’ fees, as an individual, pursuant to NRCP 68 in the total
22 amount of \$436,331.

23 Todd, as Trustee of the SSJ’s Issue Trust, should also recover fees and costs as more
24 specifically presented by the Memorandum of Costs and Motion for Costs and Attorneys’ Fees
25 filed and being pursued by Maupin, Cox & LeGoy.

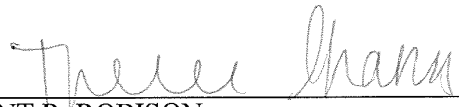
26 **AFFIRMATION**
27 **Pursuant to NRS 239B.030**

28 The undersigned does hereby affirm that this document does not contain the social security

1 number of any person.

2 DATED this 1st day of April, 2019.

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
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28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP,
3 SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the **REPLY IN**
4 **SUPPORT OF MOTION FOR ORDER AWARDING COSTS AND ATTORNEYS' FEES**
FOR TODD B. JAKSICK, INDIVIDUALLY, DUCK LAKE RANCH, LLC, AND INCLINE
TSS, LTD. on all parties to this action by the method(s) indicated below:

5 — by placing an original or true copy thereof in a sealed envelope, with sufficient postage
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7  by using the Court's CM/ECF electronic service system courtesy copy addressed to:

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22 *SSJ's Issue Trust and Samuel S. Jaksick, Jr., Family Trust and Kevin Riley*

23 *and Stanley Jaksick, Co-Trustee Samuel S. Jaksick, Jr. Family Trust*

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

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- _____ **by Federal Express/UPS or other overnight delivery addressed to:**

DATED: This 1st day of April, 2019.



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14

15 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

16 **IN AND FOR THE COUNTY OF WASHOE**

17 In the Matter of the:

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19 _____/

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21 SAMUEL S. JAKSICK, JR., FAMILY TRUST.
22 _____/

DEPT. NO.: 15

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

**REQUEST FOR SUBMISSION OF
MOTION FOR ORDER AWARDING
COSTS AND ATTORNEYS' FEES**

26 TODD B. JAKSICK, Individually, as Co-
27 Trustee of the Samuel S. Jaksick Jr. Family
28 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;

Petitioners and Counter-Respondents

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the **REQUEST FOR SUBMISSION OF MOTION FOR ORDER AWARDING COSTS AND ATTORNEYS' FEES** on all parties to this action by the method(s) indicated below:

by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

by using the Court's CM/ECF electronic service system courtesy copy addressed to:
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Attorneys for Respondent Wendy A. Jaksick


by electronic email addressed to the above and to the following:

by personal delivery/hand delivery addressed to:

by facsimile (fax) addressed to:

by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 1st day of April, 2019.


V. JAYNE FERRÉ
Employee of Robison, Sharp, Sullivan & Brust

Robison, Sharp,
Sullivan & Brust
71 Washington St.
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6 IN THE SECOND JUDICIAL DISTRICT COURT

7 STATE OF NEVADA, COUNTY OF WASHOE

8 THE HONORABLE DAVID HARDY, DISTRICT JUDGE

9 In the Matter of the
10 Administration of the Dept. No. 15

11 SSJ'S ISSUE TRUST. Case No. PR17-00445

12 _____/ CONSOLIDATED

13 In the Matter of the Case No. PR17-00446
14 Administration of the

15 SAMUEL K. JAKSICK, JR.
16 FAMILY TRUST.

16 _____/

17 Pages 1 to 49, inclusive.

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20 TRANSCRIPT OF PROCEEDINGS
21 BENCH TRIAL - DAY 1
Monday, May 13, 2019

22 JOB NO: 547452

23 REPORTED BY: Christina Amundson, CCR #641

24 JOB NUMBER.: 547452

TRANSCRIPT OF PROCEEDINGS - 05/13/2019

<p style="text-align: right;">Page 2</p> <p>1 A P P E A R A N C E S:</p> <p>2 For Todd Jaksick MAUPIN, COX & LeGoy</p> <p>3 Mike Kimmel and BY: DONALD A. LATTIN, ESQ.</p> <p>4 Kevin Riley as 4785 Caughlin Parkway</p> <p>5 Trustees/CoTrustees Reno, NV 89519</p> <p>6</p> <p>7 For Todd Jaksick ROBISON SHARP SULLIVAN BRUST</p> <p>8 Mike Kimmel and BY: KENT ROBISON, ESQ.</p> <p>9 Kevin Riley 71 Washington Street</p> <p>10 Reno, NV 89503</p> <p>11 tshanks@rssblaw.com</p> <p>12</p> <p>13 For Stan Jaksick: McDONALD CARANO</p> <p>14 ADAM HOSMER-HENNER, ESQ.</p> <p>15 100 W. Liberty Street</p> <p>16 10th Floor</p> <p>17 Reno, NV 89102</p> <p>18 ahosmerhenner@mcdonaldcarano.com</p> <p>19</p> <p>20 For Wendy Jaksick: SPENCER & JOHNSON, PLLC</p> <p>21 R. KEVIN SPENCER, ESQ.</p> <p>22 BLAKE O. SPENCER, ESQ.</p> <p>23 500 N. Akard Street, Ste. 2150</p> <p>24 Dallas, TX 75201</p> <p>kevin@dallasprobate.com</p> <p>For Wendy Jaksick: FOX ROTHSCHILD, LLP</p> <p>MARK J. CONNOT, ESQ.</p> <p>1980 Festival Plaza Drive</p> <p>Suite 700</p> <p>Las Vegas, NV 89135</p> <p>mconnot@foxrothschild.com</p> <p style="text-align: center;">-o0o-</p>	<p style="text-align: right;">Page 4</p> <p>1 hoped, ended the conference call and suggested that</p> <p>2 we should conduct ourselves on the record.</p> <p>3 I have endeavored to prepare by reading the</p> <p>4 voluminous materials. I believe I will start with</p> <p>5 arguments and requests from petitioner's counsel,</p> <p>6 arguments and suggestions from counter-petitioner's</p> <p>7 counsel, and then I may or may not share my initial</p> <p>8 inclinations as we begin the equitable claims.</p> <p>9 On behalf of Petitioners, Mr. Lattin, do</p> <p>10 you wish to be heard?</p> <p>11 MR. LATTIN: Yes, your Honor. I'm not</p> <p>12 quite sure how you want to proceed. I can tell you</p> <p>13 my thoughts.</p> <p>14 THE COURT: Just -- okay.</p> <p>15 MR. LATTIN: First of all, there are two</p> <p>16 petitions and two supplemental petitions that were</p> <p>17 filed on behalf of the various trusts, and I think</p> <p>18 by this point we all know what the trusts are so</p> <p>19 I'll try not to go through them by name.</p> <p>20 THE COURT: Thank you.</p> <p>21 MR. LATTIN: All of the trust documents,</p> <p>22 which are Exhibits 126, 130, 131, and 172, and which</p> <p>23 are the SSJ's Issue Trust accountings, are into</p> <p>24 evidence. All of the Family Trust accountings,</p>
<p style="text-align: right;">Page 3</p> <p>1 RENO, NEVADA -- MON. 5/10/19 -- 9:57 A.M.</p> <p>2 -o0o-</p> <p>3 THE COURT: Thank you. Please be seated.</p> <p>4 Good morning, everyone.</p> <p>5 Let's begin with appearances.</p> <p>6 MR. CONNOT: Mark Connot and Kevin Spencer</p> <p>7 on behalf of Wendy Jaksick. Also in the courtroom</p> <p>8 today is Blake Spencer, Mr. Spencer's son, who is an</p> <p>9 attorney in-house.</p> <p>10 MR. SPENCER: And he's not admitted pro hac</p> <p>11 vice.</p> <p>12 THE COURT: Good morning.</p> <p>13 MR. ROBISON: Morning. Kent Robison for</p> <p>14 Todd Jaksick individually and as a beneficiary.</p> <p>15 MR. LATTIN: Don Lattin on behalf of Stan,</p> <p>16 Todd, Mike Kimmel and Kevin Riley in all various</p> <p>17 capacities, which I will not repeat. Thank you.</p> <p>18 MR. HOSMER-HENNER: Good morning, your</p> <p>19 Honor. Adam Hosmer-Henner of McDonald, Carano on</p> <p>20 behalf of Stanley Jaksick as co-trustee.</p> <p>21 THE COURT: Thank you, counsel. I'll just</p> <p>22 repeat for the record what you already know, and</p> <p>23 that is that I conducted a telephone conference and</p> <p>24 then I summarily, with not as much kindness as I'd</p>	<p style="text-align: right;">Page 5</p> <p>1 which are 72, 73, 74, and 182, are also into</p> <p>2 evidence.</p> <p>3 It is the petitioners' belief that there</p> <p>4 has been a significant amount of testimony on the</p> <p>5 accountings. They're into evidence. There has been</p> <p>6 testimony by Mr. Wallace that they complied with the</p> <p>7 statutory requirements. I have attached to my trial</p> <p>8 statement the testimony of Mr. Campagne, who also</p> <p>9 indicated that the accountings complied with the</p> <p>10 statutory requirements.</p> <p>11 And so it is our belief that with regard to</p> <p>12 the accountings and the testimony that's already</p> <p>13 been given, the only question related to the</p> <p>14 accountings was the designation by Kevin Riley</p> <p>15 regarding the hyphen, which the testimony by Todd</p> <p>16 Jaksick was that it either indicates a zero value or</p> <p>17 a less-than-zero value in the accountings.</p> <p>18 Other than that, there has been nothing</p> <p>19 requested other than the argument that there was</p> <p>20 inadequate disclosure in the accountings. That was</p> <p>21 an issue that the petitioners feel has been</p> <p>22 addressed by the jury and needs no further</p> <p>23 discussion regarding that.</p> <p>24 So, with regard to the accountings, we</p>

TRANSCRIPT OF PROCEEDINGS - 05/13/2019

<p style="text-align: right;">Page 6</p> <p>1 believe that those can be approved as being in 2 compliance with the statute. The statutes are 3 marked as, I believe, Exhibit No. 177, 178, which 4 they have not been admitted into evidence but I 5 believe that the Court can take judicial notice of 6 the statutes that relate to the accountings. 7 You will see in NRS 165.135 that there is 8 an actual form designation in the statute which, if 9 you look at it, there's a form. If you look at page 10 two of each accounting that's already into evidence, 11 you will see that that form meets precisely with the 12 statute. So, we believe that the accountings can be 13 approved and we would request that the accountings 14 both in the petition and the supplemental petition 15 for both Family Trust and the Issue Trust be 16 approved, so that would be our position on that. 17 Obviously, if there are issues that are 18 raised in their testimony that was not by counsel 19 for Wendy's counter-petitions, we would like to have 20 the opportunity to respond to that. I'm quite 21 confident that there will be objections, that that 22 has already been an issue that has been tried before 23 the Court. So, with regard to the accountings, we 24 would request that the Court based upon the evidence</p>	<p style="text-align: right;">Page 8</p> <p>1 than we are asking for affirmation that all of the 2 trustees be approved. So, that kind of is an area 3 that is a crossover area between their 4 counterpetition and our petition. I believe it 5 would be more appropriate to either respond to their 6 argument or their testimony. So, that's my view 7 from where we are. 8 We have the huge Seventh Amendment argument 9 issue and I believe the Court indicated that you 10 wanted some argument on that to start off this. I 11 don't know that's where -- 12 THE COURT: I did when we were on the 13 phone, but having read the written arguments, I 14 don't want to take the time before evidence to argue 15 Seventh Amendment -- the overlap between the jury 16 trial and whether this court supplants the verdict 17 in any way, but I do want that argument at the 18 conclusion. 19 MR. LATTIN: Okay. 20 THE COURT: What do you anticipate, Mr. 21 Robison's role, who is a very active, sequential 22 role between you and Mr. Robison in front of the 23 jury? Mr. Robison represented Todd individually and 24 you just indicated that there will be arguments upon</p>
<p style="text-align: right;">Page 7</p> <p>1 of Campagne, Mr. Wallace, and Todd Jaksick, that 2 those be approved as being in compliance with the 3 requisite statutes. 4 We are also requesting in our petitions 5 that the ACPAs be approved and I believe Mr. Robison 6 is going to have some arguments on the 7 indemnification, which is in his wheelhouse and not 8 mine. But with regard to the ACPAs, those have all 9 been admitted into testimony. We have heard 10 substantial testimony from Pierre Hascheff, from 11 Todd Jaksick, from Stan Jaksick, and from Wendy 12 regarding those ACPAs, the intent, how they came 13 about, and we believe that those should be approved 14 as well. 15 We're into the area now of is this an 16 opening or is this a closing. And with regard to 17 the constructive trust, the unjust enrichment 18 arguments, it is my belief and -- that that would be 19 subject to -- if they're going to present testimony 20 in those areas, we would be able to respond as 21 defendants or counter-objecting petitioners, so we 22 believe that that would fall into that area as would 23 the issue of removal of trustee. That was raised in 24 their counterpetition and not in our petition other</p>	<p style="text-align: right;">Page 9</p> <p>1 evidence from Mr. Robison on the ACPAs and 2 indemnifications. How do you anticipate the burden 3 being shared between you and Mr. Robison? 4 MR. LATTIN: Well, as we attempted to do in 5 the trial -- and I think successfully so -- we are 6 going to streamline our efforts and we're not going 7 to duplicate. There are crossover issues relative 8 to individual claims and claims as trustee. To the 9 extent that -- the way that we have divided up the 10 case is he is primarily handling the indemnification 11 issues as we believe they are more individual as 12 opposed to trustee items. 13 With regard to the ACPA -- one of the ACPAs 14 that we seek approval, there is reference to the 15 indemnification agreement. So, we are seeking 16 approval of an ACPA that has a reference to the 17 validity of the indemnification provision between 18 Todd and Stan. We seek approval of it, we believe 19 there's been testimony on it, and I would defer to 20 Mr. Robison for argument as to how it impacts 21 everybody individually and how it should be treated 22 by the Court. 23 THE COURT: Okay, thank you. 24 Anything else?</p>

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<p style="text-align: right;">Page 10</p> <p>1 MR. LATTIN: Not at this point in time.</p> <p>2 THE COURT: Okay, thank you. Mr. Robison.</p> <p>3 MR. ROBISON: I assume this is not opening</p> <p>4 statement or -- okay. Your Honor, I think that my</p> <p>5 role in this case is certainly less substantial than</p> <p>6 it was in the jury trial. We have taken the</p> <p>7 position in front of the jury that the Court's</p> <p>8 consideration of the indemnification agreement will</p> <p>9 be determined and now we're here this week for that</p> <p>10 determination.</p> <p>11 We're not presenting new evidence. Pierre</p> <p>12 Hascheff has testified quite substantially on that</p> <p>13 issue. Todd might address that very briefly. We</p> <p>14 have an unjust enrichment/constructive trust claim</p> <p>15 that I believe pertains to Todd individually that</p> <p>16 there's a motion for summary judgment pending on</p> <p>17 that, we briefed it and we believe that we can argue</p> <p>18 that aspect of the case if it survives motion and</p> <p>19 has not already been determined, essentially, by the</p> <p>20 jury with them. It's explicit and implicit findings</p> <p>21 in that verdict presented to the Court where I'm</p> <p>22 prepared to defend that as well.</p> <p>23 Your Honor, there are release -- there is</p> <p>24 release language to Todd individually in each one of</p>	<p style="text-align: right;">Page 12</p> <p>1 amended counter petition, I probably don't have a</p> <p>2 dog in the fight. But I do want to raise -- I got</p> <p>3 back from trial Friday night and that was a second</p> <p>4 supplemental petition filed without motion and we</p> <p>5 wanted to be heard on striking that fugitive</p> <p>6 pleading.</p> <p>7 It's kind of an orphan-page document that</p> <p>8 was not filed with respect to compliance with Rule</p> <p>9 15. Rule 15-D requires a motion be filed before any</p> <p>10 supplemental pleadings can be filed. And we'd like</p> <p>11 to move to strike that and we'd like to be heard</p> <p>12 sometime during this procedure on striking that</p> <p>13 document.</p> <p>14 THE COURT: But even if the second</p> <p>15 supplemental filed on May 9th at 2:21 in the</p> <p>16 afternoon, even if that's stricken, its contents</p> <p>17 seem to have some bearing on the issue before the</p> <p>18 court, and that is the allegation that the</p> <p>19 accountings have been systematically late.</p> <p>20 So, first, I guess, will be the quality,</p> <p>21 the content, but then there has been a breach of</p> <p>22 statute because of the timing of the accountings.</p> <p>23 MR. ROBISON: We've been involved in this</p> <p>24 case for over a year -- a year and four or five</p>
<p style="text-align: right;">Page 11</p> <p>1 the ACPAs. To the extent they're approved, ratified</p> <p>2 and acknowledged by this court Todd is released from</p> <p>3 having --</p> <p>4 THE COURT: I'm sorry. There's was a</p> <p>5 backhoe or something. Todd is released from</p> <p>6 something. I didn't hear it.</p> <p>7 MR. ROBISON: Each of the ACPAs that were</p> <p>8 signed by Wendy and Stan contain release language of</p> <p>9 Todd individually. And so to that extent I'm going</p> <p>10 to encourage the Court to adopt and ratify the ACPAs</p> <p>11 so that that language that releases Todd from any</p> <p>12 liability in those transactions is enforced.</p> <p>13 THE COURT: I think you're suggesting -- or</p> <p>14 I'm inferring -- that we should begin with the</p> <p>15 petitioner's request for the accountings and the</p> <p>16 ACPA identification issues but then shift the</p> <p>17 counter-petitioners to present evidence and</p> <p>18 arguments on constructive trust, unjust enrichment</p> <p>19 and removal so that the burden kind of shifts mid</p> <p>20 trial here. Do you agree?</p> <p>21 MR. ROBISON: I do.</p> <p>22 THE COURT: Okay.</p> <p>23 MR. ROBISON: Until we get to the</p> <p>24 counter-petitions, counter-allegations in the first</p>	<p style="text-align: right;">Page 13</p> <p>1 months. We tried four weeks of testimony, 500</p> <p>2 exhibits. We know about the disclosures, we know</p> <p>3 about the accountings. Like I said, I'm not</p> <p>4 involved in that.</p> <p>5 But what's brought up in that second</p> <p>6 supplemental pleading to the extent it's relevant</p> <p>7 and pertains to what's left to be tried in this case</p> <p>8 under the original pleadings, we're good with that</p> <p>9 and we understand that, your Honor.</p> <p>10 But to be subjected to a second supplement</p> <p>11 one full day before the trial starts is, not only</p> <p>12 unfair, it violates the statute. And we have 20</p> <p>13 days to respond if you don't strike it. I don't</p> <p>14 know what we're gonna do about that other than</p> <p>15 ignore it.</p> <p>16 THE COURT: Anything else?</p> <p>17 MR. ROBISON: No, sir.</p> <p>18 THE COURT: Thank you. Mr. Hosmer-Henner?</p> <p>19 MR. HOSMER-HENNER: May I speak from here,</p> <p>20 your Honor?</p> <p>21 THE COURT: Yes.</p> <p>22 MR. HOSMER-HENNER: Your Honor, Stanley</p> <p>23 Jaksick as co-trustee of the Family Trust is not a</p> <p>24 petitioner so his involvement in this case is only</p>

TRANSCRIPT OF PROCEEDINGS - 05/13/2019

<p style="text-align: right;">Page 14</p> <p>1 as a respondent to the counter-petitions brought by 2 Wendy Jaksick. With that, I'll reserve any opening 3 statement or argument. I have two procedural 4 issues.</p> <p>5 The first is definitely with respect to the 6 second supplemental that was just filed on May 9th. 7 Procedurally, because this is a probate matter under 8 Title 12 and 13, this is a little bit different so 9 we formally note our objection to that 10 counterpetition as well as move to strike it under 11 Rule 15.</p> <p>12 Our objections to that are manifold. It 13 goes beyond just introducing new evidence because 14 this originally arose out of a discovery request to 15 compel the production of accountings rather than a 16 claim for violation of the statute for failure to 17 account.</p> <p>18 This supplement is a substantive pleading 19 that actually seeks to surcharge the cotrustees for 20 breach of fiduciary duty, which is something that 21 should have been brought in the jury trial in 22 addition to many other procedural defects with this. 23 And so because this was disclosed at the last 24 minute, it's more than just an evidentiary</p>	<p style="text-align: right;">Page 16</p> <p>1 to motion practice in this type of proceeding. I 2 can't imagine there's an objection to conforming 3 their filings with this Court's existing order 4 sealing that document. So, in an effort to minimize 5 attorneys' fees and costs, we've held off in order 6 to address that now. If it's necessary and we can't 7 get agreement today, we'll proceed with motion 8 practice on that.</p> <p>9 THE COURT: Thank you.</p> <p>10 Counter-petitioners.</p> <p>11 MR. SPENCER: Thank you, your Honor. Good 12 morning.</p> <p>13 THE COURT: Good morning.</p> <p>14 MR. SPENCER: Just for ease of reference, I 15 want to -- if you don't mind, I'll address a couple 16 of things at the end of their arguments. I think we 17 can put a few of them aside.</p> <p>18 As far Exhibit 23.41, the redaction was 19 agreed. I think the agreement involved the 20 redaction being made prior to or without the jury 21 knowing what was said in that document. I don't 22 know that the document itself was ever sealed. I 23 don't remember ever agreeing to that.</p> <p>24 But as far as the redaction goes, we don't</p>
<p style="text-align: right;">Page 15</p> <p>1 supplement to their petition. It actually changes 2 the substantive effect of what would be tried before 3 this court in terms of duties, obligations to 4 account, evidence and discovery necessary to respond 5 to this alleged supplement to an amended 6 counterpetition.</p> <p>7 So, we would ask that that be resolved 8 first, because if we're going forward in this trial, 9 how the trial looks becomes very different if all of 10 a sudden we're having to respond to new claims and 11 allegations based on a failure to account that 12 wasn't even triggered until January of this year.</p> <p>13 The second substantive issue is not global 14 but is specific to Stanley Jaksick. I previously 15 sent a communication to counsel for Todd Jaksick and 16 counsel for Wendy Jaksick asking for a reference to 17 Exhibit 23.41 that was made in their motion for 18 attorneys' fees and the opposition to the motion for 19 attorneys' fees that that be redacted.</p> <p>20 That exhibit was sealed and I didn't 21 receive a response to that communication. I believe 22 that the inclusion of a reference to that sealed 23 exhibit in that public filing is improper, so I'd 24 ask that that be resolved so I don't have to resort</p>	<p style="text-align: right;">Page 17</p> <p>1 object to that being sealed and I think there were 2 just two lines in that exhibit that needed to be 3 covered up and were for the jury but they can be for 4 all purposes, as far as we're concerned.</p> <p>5 THE COURT: Okay.</p> <p>6 MR. SPENCER: Addressing the issue of the 7 second supplemental petition, that really turns upon 8 the struggle that we had and, I guess, maybe we need 9 some instruction from your Honor about this 10 particular trial, the equity trial. I think you 11 mentioned -- I hope I'm saying this correctly -- in 12 the phone call that this is a continuation of the 13 previous trial, which would be -- it could have been 14 tried the next Monday and it would all have been 15 tried at the same time.</p> <p>16 The second supplemental petition and some 17 of the evidence that we intend to offer into 18 evidence today involves matters that have occurred 19 since the last trial. And so if that's not going -- 20 we were struggling with whether to just file a new 21 lawsuit over the content of the second supplement 22 petition, or as your Honor indicated, that it may 23 sort of part and parcel to a continuing string of 24 activity by the trustees, it would make sense,</p>

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<p style="text-align: right;">Page 18</p> <p>1 rather than start a whole new battle, just to tack 2 it on, so that's what we decided to do because it's 3 so pertinent. 4 THE COURT: So, I flew through it without 5 the care I would typically provide because I knew 6 when it was filed and that it didn't feel fair to 7 let it influence me without oppositional time and 8 submission. 9 Would you agree that the seminal issue in 10 your second supplement is just the tardiness year 11 over year over year of the accountings? 12 MR. SPENCER: Yes, and the lack of the 13 updating the accountings even this year for 2018, so 14 yes. 15 THE COURT: Okay. 16 MR. SPENCER: Which, your Honor, ties into 17 one of the issues that came up during the jury 18 trial, which I think will be part of this part of 19 the trial, which has to do with that \$4 million -- I 20 call it "the \$4 million exhibit" where the jury 21 heard evidence, testimony that, Well, gosh, we're 22 ready to distribute \$4 million to Wendy right now, 23 and there's no indication anywhere in any of the 24 accountings that that's the case.</p>	<p style="text-align: right;">Page 20</p> <p>1 what the claims are. 2 MR. SPENCER: Thank you for that. Then 3 I'll preserve our arguments on that issue for a 4 later time. 5 In response to the request that the 6 accountings be approved and that the ACPAs be 7 approved, obviously, we object to that and we 8 believe there are myriad fact issues, fact questions 9 in that regard. 10 Procedurally, we were trying to get to 11 this, I think, in our phone call ten days ago or so, 12 and I think now we have a better handle of what we 13 expect to do in this trial. I mentioned that I 14 didn't think it would go all week and I -- despite 15 your skepticism, I think that that still may be the 16 case, based upon the number of documents that we 17 have to enter into evidence. 18 And it may be that it's a situation where 19 we just offer documents into evidence. We may have 20 one or two witnesses, but I don't even know about 21 that, depending on what petitioners do, and then Mr. 22 Connot will have a supplement to what I'm saying 23 procedurally. But considering the mountain of 24 evidence that your Honor heard with the jury, it was</p>
<p style="text-align: right;">Page 19</p> <p>1 And so the reason that we filed it -- we 2 admittedly filed it late, but it was because we 3 didn't want to file a new lawsuit if it could be 4 heard at this hearing. If it can't be heard here, 5 we'll understand that and we'll go about our 6 business on that separately, but we think it's sort 7 of a continuation of the exact complaints that we 8 had prior to the last jury trial. 9 THE COURT: Okay. 10 MR. SPENCER: So, with that being said, 11 addressing the accounting issues, you heard the 12 argument that, Well, these comply with the statute, 13 these accountings comply with the statute. 14 In saying that, as far as I heard, the 15 compliance with the statute primarily dealt with 16 their form, that they contained information that 17 would be expected of an accounting by virtue of the 18 statute, but, they were defective in numerous ways, 19 one of which you -- 20 THE COURT: So I disallowed opening 21 arguments. I'm just trying to get the procedural 22 here. I want to give everybody an opportunity but i 23 don't want you to substitute opening. I'm just 24 thinking about who goes first. I'm pretty clear on</p>	<p style="text-align: right;">Page 21</p> <p>1 suggested that we write a brief, or what I would 2 call a written closing argument, to give you a 3 roadmap of how we would see the evidence being 4 presented to you and the equitable portion and then, 5 obviously, our opponents would get to do the same. 6 It would be my request that, once the 7 evidence is presented or put into the evidence, then 8 that would be how best -- I think summarizing it in 9 writing would be best for you from a simplicity 10 standpoint and how we see the evidence where we can 11 refer to exhibits, we can refer to statutes, other 12 evidence, and show -- at least argue to your Honor 13 how we see how we've met our preponderance of the 14 evidence burden. 15 And certainly we can do it -- we're gonna 16 do it however your Honor orders, but that to me is 17 the clearest and easiest way, I think, to tell you 18 how we see the evidence from February. 19 And so with, that I'll pass the baton to 20 Mr. Connot on a few other issues. 21 MR. CONNOT: Just to briefly follow up on 22 what Mr. Spencer said, certainly however the Court 23 wants to do this. But one thing we were discussing 24 that we thought made the most sense is, if there is</p>

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<p style="text-align: right;">Page 22</p> <p>1 additional testimony that petitioners on their 2 issues want to put on, certainly put it on. If 3 there's any additional testimony counter-petitioners 4 want to put on, put that evidence and testimony on 5 or into the record. If it's just documents, we can 6 reach an agreement on the documents. 7 And sort of the thought is that, while 8 certainly if that's what your Honor wants, I'm not 9 sure how productive it is for counsel to stand up 10 here and make a flowery closing argument, you know, 11 sporadically referring to exhibits here and there. 12 And one thing that we had discussed, last 13 night even, was the concept of potentially sort of 14 when Mr. Spencer said, written closing arguments due 15 at some point in the relatively near future where 16 the parties could cite to specific evidence in the 17 record, whether it came in during the jury trial, 18 but not to have and say, Well, here's 580 exhibits, 19 your Honor, we're going to throw out three or four 20 or seven we think are the most important for you to 21 look at in an oral closing argument. 22 Rather, while each side, I'm sure, will 23 have their own perspective as to what particular 24 evidence does or does not demonstrate for the Court,</p>	<p style="text-align: right;">Page 24</p> <p>1 comfortable saying it -- 2 MR. SPENCER: They're ongoing. 3 THE COURT: I don't want to hear them. 4 MR. CONNOT: Yes, there have. 5 THE COURT: As I sat through trial and as I 6 prepared for the equitable claims, I attempted to 7 define my role and even at this moment I'm uncertain 8 of what my role should be. I can be a classical 9 judge appearing stoic, not asking questions, not 10 drilling into the process as it unfolds but simply 11 awaiting the evidence, consider the arguments and 12 then make a decision when you're all done. That's 13 one way and I'm happy to do that. I do that 14 regularly. 15 I can also be more of a -- what a professor 16 elsewhere calls a romanticized judge, one who bends 17 tradition a little bit, engages in signals, which is 18 why I asked the last question. You may guess, 19 counsel, that having participated in the legal 20 claims I have some inclinations. In fact, I've 21 penciled out subject to evidence and arguments kind 22 of what I think. And I don't know whether I should 23 now call for arguments and evidence or whether I 24 should say anymore, because as soon as I start</p>
<p style="text-align: right;">Page 23</p> <p>1 I still think that that would be a mechanism whereby 2 citing to a specific exhibit and saying, you know, 3 here's the proposition that either side argues, 4 here's the exhibit or testimony that supports that 5 would seem to make it a more cogent closing for your 6 Honor and an ability to say, Okay, now I really know 7 that here's the specific exhibits to which they want 8 to refer the ones that support their specific claims 9 that are part of the equitable trial, so that was -- 10 I mean, it's a suggestion for the Court. 11 We'd certainly like the opportunity to 12 respond on the Seventh Amendment issues raised last 13 week, you know, but that's just sort of the 14 suggested procedure. 15 THE COURT: Thank you. With just a yes or 16 no -- I will not ask a followup question and I don't 17 want any details -- but since the legal claims ended 18 have there been any conversations about how this 19 case resolves? 20 MR. ROBISON: Yes, but I wasn't involved. 21 THE COURT: Okay. And, yes, you agree 22 there was some conversation. 23 MR. LATTIN: Yes, your Honor. 24 MR. CONNOT: Yes. I don't -- if you're</p>	<p style="text-align: right;">Page 25</p> <p>1 talking, everyone's going to be unhappy. So just -- 2 what do you think I should do Mr. Hosmer? 3 MR. HOSMER-HENNER: Go ahead and speak. 4 THE COURT: Mr. Lattin? 5 MR. LATTIN: Go ahead and speak, your 6 Honor. 7 MR. ROBISON: Your Honor, I argued last 8 week in the supreme court and the pivotal issue was 9 a comment made by the trial judge about stuff she 10 had in her head because of an in-camera inspection 11 and the supreme court justices were all over that. 12 And I'm pretty sure I'm going to get reversed 13 because of a comment made by a trial judge that was, 14 I think, exacerbated on appeal. 15 But, nonetheless, I'd ask the Court to have 16 caution because this may be there some day. I'd 17 rather defend the merits than a comment that you 18 gratuitously make about some evidence or somebody, 19 and I'm sorry to take position but if it weren't for 20 last -- 21 THE COURT: As soon as the printer goes, I 22 can't hear. 23 MR. ROBISON: I said if it weren't for last 24 week's argument with the court, I wouldn't have</p>

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<p style="text-align: right;">Page 26</p> <p>1 taken this position and I'd welcome anything you 2 have to say about this. But if this is up in the 3 supreme court, we want to defend the merits and the 4 testimony and evidence. 5 MR. CONNOT: I mean, cognizant of what Mr. 6 Robison relayed to the Court about the recent cases, 7 I don't know the context of it, in-camera or 8 inspection or otherwise, but from 9 counter-petitioner, Wendy Jaksick's, perspective, we 10 would join Mr. Hosmer-Henner and Mr. Lattin to go 11 ahead and speak. 12 THE COURT: If I choose to speak, I'm not 13 ruling in any way. I'm just sharing my observations 14 so far, which you'll never get from a jury 15 fact-finder and it may help as you fashion the 16 presentation and arguments. 17 And should this dispute continue, as it 18 appears it will, there will be appellate review. 19 Having clerked at the Nevada Supreme Court and 20 spending some years on the central legal staff, I'm 21 aware a little bit of how cases are -- the process 22 for review, and sometimes there's not context. 23 And I hope that any review of this case 24 will include the context of what I have observed as</p>	<p style="text-align: right;">Page 28</p> <p>1 And I don't want to make any more 2 pronouncements but I think it will be helpful if you 3 hear from me and I will do so with the polite 4 admonition not to create too much air, although I 5 think when I said "good morning," I may have created 6 air for somebody this morning. It's gonna be heavy 7 and it's going to be unlikeable. 8 And I'm going to take 10 or 15 minutes and 9 I'm going to take what I have as multiple pages and 10 I'm going to share with you what I'm thinking only 11 so you can adjust your trial evidence and arguments 12 accordingly. Court will be in recess until probably 13 ten minutes to the hour. 14 (Recess taken.) 15 THE COURT: Please be seated. I'm prepared 16 to speak but the deputy said -- 17 MR. ROBISON: Well, can we put something on 18 the record prior to you speaking? 19 THE COURT: Yes. 20 MR. ROBISON: Okay. Your Honor, we have 21 been discussing the process for this phase of the 22 trial, the equitable claims, and petitioner and Todd 23 individually would ask that you not address your 24 comments and feelings at this point in time -- not</p>
<p style="text-align: right;">Page 27</p> <p>1 the trial judge and what has been presented. This 2 is an atypical dispute in the state court. It's 3 welcome. We hope to accommodate your request for 4 judicial dispute resolution but it is atypical. 5 Counsel, do you understand that if I share 6 my inclinations, that they will likely fall on both 7 sides of the courtroom? 8 MR. CONNOT: Yeah. 9 MR. LATTIN: I do, your Honor. 10 THE COURT: Yes, your Honor. This is in no 11 way a complaint because I'm speaking to very busy 12 trial attorneys and the work of a trial judge is not 13 nearly as stressful as the work of a trial attorney. 14 I just reflect that I spend days and 15 evenings and weekends reading trial transcripts and 16 exhibits. I'm not a judge. At my best I'm not an 17 active judge that makes oral pronouncements but I 18 sit with the evidence and it works its way in my 19 mind. 20 And after this case was tried, I tried 21 another bench case, similar issues, different 22 values, and it's remarkable to me how my analysis is 23 flowing in contrast to some of the things I said at 24 the end of trial.</p>	<p style="text-align: right;">Page 29</p> <p>1 speaking for them but this is part of their deal -- 2 they and Stan's counsel want you to comment on 3 whatever it is you wanted to comment on. 4 THE COURT: Mr. Lattin is now joining you? 5 MR. LATTIN: Yes, based upon what our 6 stipulation is and discussions have been as to how 7 to proceed. 8 MR. CONNOT: I'll mention it was three to 9 two. 10 MR. ROBISON: Mr. Connot thinks this is a 11 vote. 12 In any event, your Honor, we've entered 13 into a stipulation with respect to Wendy's new 14 exhibits and I'd like to put that on the record. 15 THE COURT: Yes. 16 MR. ROBISON: Exhibit 561, the \$4 million 17 chart, is stipulated into evidence and we offer it. 18 MR. SPENCER: No -- it's stipulated, your 19 Honor. 20 THE COURT: Wonderful. Next in order. It 21 will be admitted. 22 MR. ROBISON: 583 is the verdict. 23 Counsel's withdrawing that. 24 MR. SPENCER: Yes, your Honor.</p>

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<p style="text-align: right;">Page 30</p> <p>1 THE COURT: I have it in my hand. We don't</p> <p>2 need to admit it into evidence.</p> <p>3 MR. ROBISON: 584 is the Stan and Todd</p> <p>4 settlement agreement that's being offered by Wendy.</p> <p>5 And speaking for Adam, Stan objects to the</p> <p>6 introduction of that and Petitioners object to the</p> <p>7 introduction of the settlement agreement that is</p> <p>8 marked as Exhibit 584.</p> <p>9 With respect to 585, it's the financial</p> <p>10 statements for SSJ's Issue Trust. We stipulate to</p> <p>11 its authenticity and the foundation but we object on</p> <p>12 the grounds of relevance.</p> <p>13 There are pleadings with respect to a</p> <p>14 motion to compel, 588, 589, 590, and 587 that we</p> <p>15 think are part of, basically, the second</p> <p>16 supplemental petition and the petitioners object, as</p> <p>17 does Todd individually, to the introduction of these</p> <p>18 pleadings.</p> <p>19 MR. SPENCER: And the idea on the ones that</p> <p>20 are not stipulated, your Honor, we're going to move</p> <p>21 -- once we're finished, we'll move to admit all of</p> <p>22 those and then we will -- they'll object and then</p> <p>23 either -- whether you can rule now -- I don't know</p> <p>24 if you can -- or we'll hope to get a ruling by the</p>	<p style="text-align: right;">Page 32</p> <p>1 all counsel entered into a stipulation to admit a</p> <p>2 series of exhibits that we met and conferred about.</p> <p>3 Court clerk has properly reflected on each one of</p> <p>4 those proposed exhibits that they were stipulated to</p> <p>5 but we did not actually offer those into evidence.</p> <p>6 So, off the clerk's list of exhibits, those</p> <p>7 which are reflected as stipulated but not reflected</p> <p>8 as in evidence, we ask that those be moved into</p> <p>9 evidence and accepted into evidence.</p> <p>10 MR. CONNOT: So agreed. Just -- I hadn't</p> <p>11 thought of this before, Kent. That would be for</p> <p>12 purposes of the entire record just in case there is</p> <p>13 anything post-trial that we could argue those as</p> <p>14 part of the jury claims too.</p> <p>15 I think the agreement was stipulated. We</p> <p>16 didn't go through the formal technicality of getting</p> <p>17 them admitted, although we stipulated to them, but</p> <p>18 they can be used for all purposes. We hadn't</p> <p>19 previously discussed that.</p> <p>20 MR. ROBISON: We're stipulating them into</p> <p>21 evidence.</p> <p>22 THE COURT: Okay.</p> <p>23 MR. ROBISON: Then, your Honor --</p> <p>24 THE CLERK: Are they all admitted into</p>
<p style="text-align: right;">Page 31</p> <p>1 end of the week and that'll end -- we'll get to the</p> <p>2 rest of our stipulations in just a moment.</p> <p>3 MR. ROBISON: We're asking for an</p> <p>4 evidentiary ruling from the Court on what we're</p> <p>5 briefing and that's why I'm making this record as to</p> <p>6 which are stipulated in and which are objected to.</p> <p>7 Wendy has offered some correspondence that</p> <p>8 has occurred since the verdict. It's 586, 591, 592,</p> <p>9 593, 594, 595, and 597. We stipulated these into</p> <p>10 evidence with the right to challenge their</p> <p>11 relevance.</p> <p>12 MR. LATTIN: They do not have to present a</p> <p>13 witness to -- excuse me. With regard to the</p> <p>14 exhibits that were just outlined by Mr. Robison, we</p> <p>15 will stipulate to foundation but not relevancy; in</p> <p>16 other words, they don't have to present a witness to</p> <p>17 authenticate them.</p> <p>18 THE COURT: And then you argue relevance,</p> <p>19 probative value and so forth.</p> <p>20 MR. LATTIN: Exactly.</p> <p>21 MR. ROBISON: Your Honor, I add to that</p> <p>22 list Exhibit 596. So it's 595, 596, 597, 598, 594,</p> <p>23 593, 591, 592.</p> <p>24 Your Honor, during the trial with the jury</p>	<p style="text-align: right;">Page 33</p> <p>1 evidence?</p> <p>2 THE COURT: Yes.</p> <p>3 MR. ROBISON: Your Honor, based upon that,</p> <p>4 Wendy is offering two exhibits to which I believe</p> <p>5 Stan, Todd and the trustees object. One is Exhibit</p> <p>6 415, which is a series of documents and photographs</p> <p>7 pertaining to the house that Todd presently occupies</p> <p>8 and we objected to this during trial, newly produced</p> <p>9 evidence, and we are again objecting to that but</p> <p>10 counsel's offering that in evidence, 415.</p> <p>11 THE COURT: Okay.</p> <p>12 MR. ROBISON: Finally, your Honor, the</p> <p>13 settlement agreement is being offered into evidence</p> <p>14 by Wendy's counsel. It's being objected by Stan,</p> <p>15 Todd, and the trustees.</p> <p>16 Having made that record on exhibits, your</p> <p>17 Honor, the further part of the stipulation that we</p> <p>18 entered into is that we will submit the case to you</p> <p>19 today based upon those stipulations. We would ask</p> <p>20 that there -- all parties be permitted to file</p> <p>21 briefs on the issues within 30 days from today and</p> <p>22 that simultaneous responsive briefs be filed for the</p> <p>23 Court's consideration 30 days thereafter and the</p> <p>24 matter on the equity claims will be then considered</p>

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<p style="text-align: right;">Page 34</p> <p>1 submitted.</p> <p>2 THE COURT: Thank you. Why is that</p> <p>3 stipulation preferable to the clients? First,</p> <p>4 expenses of litigation. What else?</p> <p>5 MR. ROBISON: That is basically a</p> <p>6 consideration that the tremendous amount of money</p> <p>7 that's been spent on this case by the trust and</p> <p>8 costs and fees incurred by all parties, one.</p> <p>9 Two, it effectively replaces what we would</p> <p>10 have otherwise done for these couple days because we</p> <p>11 are all satisfied now that we have enough evidence</p> <p>12 before this court to argue our respective positions</p> <p>13 in an economical and fiscally responsible way.</p> <p>14 MR. SPENCER: Your Honor, if I could add to</p> <p>15 that that I think, as I mentioned earlier, I see a</p> <p>16 real advantage to us setting up a roadmap for you to</p> <p>17 have with you -- not that you wouldn't get what we</p> <p>18 would say orally, but you could take everybody's</p> <p>19 briefs and identifying exhibits, identifying</p> <p>20 evidence, identifying highlights of arguments as to</p> <p>21 certain issues and you would have that right at your</p> <p>22 hand as a reference. And I think the third reason</p> <p>23 would be just clarity and simplicity of presentation</p> <p>24 to your Honor.</p>	<p style="text-align: right;">Page 36</p> <p>1 value. And I don't mean to say it that way.</p> <p>2 THE COURT: No, no. You're fine.</p> <p>3 MR. LATTIN: They always have value but in</p> <p>4 the context of this.</p> <p>5 THE COURT: The only value maybe they may</p> <p>6 have is that if conversations continue out of my</p> <p>7 presence, but that's the only value now.</p> <p>8 MR. LATTIN: If I may, in the context of</p> <p>9 this case when comments are made that favor or</p> <p>10 disfavor a particular person, people become more</p> <p>11 entrenched in their positions as opposed to</p> <p>12 listening to both sides and saying, Well, he said</p> <p>13 things about both of us, or, He made this comment or</p> <p>14 he made this. So, my having been involved in the</p> <p>15 settlement process at a very localized level, it</p> <p>16 causes people to become entrenched and that is my</p> <p>17 concern.</p> <p>18 MR. ROBISON: Could drive us apart.</p> <p>19 MR. SPENCER: It could cause people that</p> <p>20 are entrenched to not be so entrenched as well. We</p> <p>21 perceive that to be the case. We were set to be</p> <p>22 here all week for trial and our schedule is set</p> <p>23 aside for that. And we would stay as long as it</p> <p>24 took if we were making progress as far as</p>
<p style="text-align: right;">Page 35</p> <p>1 MR. ROBISON: And I might add, your Honor,</p> <p>2 we all have a full transcript, so we're pretty much</p> <p>3 good to go and now we have all the exhibits.</p> <p>4 THE COURT: It's actually very helpful to</p> <p>5 me because I will wrestle with the transcripts and</p> <p>6 exhibits. I can't replace that. I look forward to</p> <p>7 it. I do look forward to it to synthesize and</p> <p>8 understand, so those roadmaps and arguments, that</p> <p>9 would be helpful.</p> <p>10 MR. ROBISON: I might add, if the Court --</p> <p>11 rather than submit 300 exhibits to a motion, it</p> <p>12 would be easier for us to refer to the exhibits so</p> <p>13 they're not attached to the briefs.</p> <p>14 THE COURT: Please, yes.</p> <p>15 Mr. Lattin why the economy in mind? You</p> <p>16 now don't want to hear from the Court?</p> <p>17 MR. LATTIN: Well, I think with the</p> <p>18 briefing schedule it was my understanding that you</p> <p>19 wanted us to consider your comments in order to,</p> <p>20 perhaps, tailor our arguments or pinpoint evidence</p> <p>21 that you wanted to hear during this equitable</p> <p>22 proceeding.</p> <p>23 Now, having a stipulated process as to how</p> <p>24 we do that, I'm not sure the comments would be of</p>	<p style="text-align: right;">Page 37</p> <p>1 negotiations went.</p> <p>2 We would find your Honor's inclinations,</p> <p>3 knowing that they're not rulings yet, we believe</p> <p>4 those to help the process, actually, and we would --</p> <p>5 that's why we're in favor of it.</p> <p>6 MR. HOSMER-HENNER: Your Honor, the parties</p> <p>7 didn't settle before the jury verdict. They didn't</p> <p>8 settle after the jury verdict. I don't think it's</p> <p>9 going to be possible to get insight into how the</p> <p>10 Nevada Supreme Court is thinking about it, but I</p> <p>11 think at least some insight into this portion of the</p> <p>12 trial would help in terms of the settlement process.</p> <p>13 But, more importantly, I think if we're</p> <p>14 going to be submitting briefs to your Honor -- and I</p> <p>15 don't think a page limit has been discussed yet but</p> <p>16 I might encourage one -- that I think the guidance</p> <p>17 you provide would certainly help that briefing as</p> <p>18 well.</p> <p>19 THE COURT: I'm not inclined to impose a</p> <p>20 page limit. I'm sorry. Some of you will be</p> <p>21 aggrieved by that but there is voluminous material,</p> <p>22 thousands of pages in transcripts.</p> <p>23 Counsel will judge for themselves how</p> <p>24 precise and effective their advocacy is and the</p>

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<p style="text-align: right;">Page 38</p> <p>1 risks of enlarging what is already large. I want to 2 be economical but I just don't want to randomly pick 3 a page number. Let me just think. Five attorneys 4 in the well of the court, two who have been involved 5 with other cases for some time, five who are 6 experienced trial attorneys in this case and 7 elsewhere disagree.</p> <p>8 So, Mr. Lattin, I really want to think 9 carefully about what you say. You're a welcomed 10 trial attorney in Department 15. You say it may 11 cause parties to become more entrenched. But as I 12 look at the first phase of this trial, what's the 13 worst possible situation? They remain entrenched? 14 So are there conversations out of my presence? A 15 Texas football example, are you 60 yards down the 16 field or 80 yards down the field or just kind of --</p> <p>17 MR. LATTIN: We're about 95 yards away from 18 the goal line.</p> <p>19 THE COURT: Okay.</p> <p>20 MR. SPENCER: If I could comment, I think 21 that just where things stand I would disagree that 22 we're that far away. I think we got close enough 23 prior to trial but we were still too far to get it 24 done. But we're making -- I would consider us to be</p>	<p style="text-align: right;">Page 40</p> <p>1 job you've been retained to do and you've viewed 2 this dispute differently, you have approached it 3 differently, but you have zealously represented your 4 clients and the outcome so far has been a mutually 5 assured destruction that's just been difficult to 6 observe as three siblings with a common father, who 7 I believe the evidence shows was a remarkable man, 8 to watch these three siblings has been difficult. 9 And if my comments bring you one step away from 10 mutually assured discretion, they may be beneficial.</p> <p>11 I am troubled by the unjust enrichment and 12 constructive trust claims. I am intrigued by the 13 jury trial arguments. We all understand the 14 distinction between legal and equitable claims but 15 at the end no one person should be able to bite at 16 two different fact-finding apples. And as the 17 Nevada Supreme Court said, in the Wolfe v. Wolfe 18 decision, "We can call a duck a horse, but that does 19 not change the fact that it's still a duck." And 20 the claim for money damages and breach of fiduciary 21 duty was made, was made strategically to a jury, and 22 I will be very, very careful that anything I do does 23 not supplant, does not invade what has occurred so 24 far. So, if we dress up the equitable claims so</p>
<p style="text-align: right;">Page 39</p> <p>1 making progress. Whether it's 35 yards down the 2 field or 50 may be debatable, but we're moving the 3 ball, and I don't believe it's quite that distant.</p> <p>4 THE COURT: So, what's the worst that can 5 happen? You're entrenched and submit everything 6 too.</p> <p>7 MR. SPENCER: Yeah. We're in the same 8 position. As you mentioned, entrenched before the 9 trial and entrenched since the trial, and if 10 something makes someone entrenched, they're already 11 entrenched. I think it would be the opposite effect 12 to get someone out of the entrenchment.</p> <p>13 (Begin excerpted proceedings.)</p> <p>14 THE COURT: Counsel, what I'm about to say 15 does not foreshadow my decision in this case. There 16 is a disconnect between oral pronouncement and a 17 written entered order. What I'm about to say is not 18 even on oral pronouncement. Counsel, you all know 19 that judges can change their oral pronouncements at 20 any time and this does not rise to an oral 21 pronouncement.</p> <p>22 I hope that through my comments no personal 23 inferences are made about trial counsel. They are 24 certainly not intended. Each of you have done the</p>	<p style="text-align: right;">Page 41</p> <p>1 they look different and sound different but they're 2 really at the same core grievance with requests for 3 substantial money damages, I am concerned about 4 that.</p> <p>5 As to ACPAs and indemnification agreements, 6 they were an integral part of the trial. Counsel 7 was careful to say, The Honorable Judge Hardy will 8 make that decision in the future, and regularly 9 identified that it was not a decision point for the 10 jury, but those documents were broadcast ad nauseam 11 and must in some way have landed in the jury's 12 minds. And so, I'm not -- I do not begin the 13 equitable claims with freshness and neutrality about 14 unjust enrichment, constructive trust, and the 15 violative impermissible nature of the ACPAs and 16 indemnification agreements.</p> <p>17 The trust has some problems, I believe, 18 with accountings and notices. I think that I -- I 19 perceive now and look forward to counsel's 20 assistance, but I perceive a distinction between 21 statutory notice and fair notice. This is not a 22 standard trust and standard statutory components of 23 accounting may not provide the answers to questions 24 that exist.</p>

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<p style="text-align: right;">Page 42</p> <p>1 There are fair questions about whether</p> <p>2 Wendy through counsel knew as much about the trust</p> <p>3 activities such that she could have avoided all of</p> <p>4 this. For example, one of the more striking</p> <p>5 features of evidence was actually just admitted into</p> <p>6 evidence, and that was that on the witness stand for</p> <p>7 the very first time it appears that Wendy learned</p> <p>8 there was \$4 million coming to her. Now, when a</p> <p>9 beneficiary learns that in the course of trial,</p> <p>10 having spent \$1 million on fees drilling into what</p> <p>11 trusts own and values, there could be a problem</p> <p>12 there.</p> <p>13 So, I see it different than statutory</p> <p>14 compliance. I'm fairly confident that I'll get</p> <p>15 admissible persuasive expert testimony that T's and</p> <p>16 I's were crossed and dotted on the accountings, but</p> <p>17 I'm still uncertain about whether there was</p> <p>18 fairness, particularly the use of the hyphens and</p> <p>19 the entities without values, so I'm concerned about</p> <p>20 that.</p> <p>21 Counsel, for some time during trial and</p> <p>22 since trial I have focused on something that</p> <p>23 troubles me, and that is there is just this sense I</p> <p>24 have and unsettling about the 2012 processes,</p>	<p style="text-align: right;">Page 44</p> <p>1 I would say next. I responded well to Stan Jaksick,</p> <p>2 to his testimony. He kind of was a family guru</p> <p>3 sometimes. He struck me as honest and dependable.</p> <p>4 His role in this three-sibling dispute was</p> <p>5 attractive to the court.</p> <p>6 Wendy has some very complex personal issues</p> <p>7 that lessen her credibility, her judgment, her</p> <p>8 motivations. She suffers from a credibility problem</p> <p>9 with this court.</p> <p>10 And I don't make the same findings against</p> <p>11 Todd that there are personal issues revealed by the</p> <p>12 consequences of poor choices, but there is something</p> <p>13 unsettling about his personal motivations when</p> <p>14 serving as trustee and his dependence upon a</p> <p>15 deflection to others. The jury did find there was a</p> <p>16 breach of fiduciary duty. The amount was nominal,</p> <p>17 particularly in context of that sought, but the jury</p> <p>18 has made a specific finding that Todd has breached</p> <p>19 his fiduciary duties. It's difficult for me to</p> <p>20 contemplate how this dispute looks if at the outset</p> <p>21 there were not beneficiary trustees but, instead,</p> <p>22 there was neutrality without exception.</p> <p>23 I tried one case in this department in</p> <p>24 front of Judge Breen and I represented the</p>
<p style="text-align: right;">Page 43</p> <p>1 documents and amendments. There was a level of</p> <p>2 sloppiness in production and maintenance of</p> <p>3 documents, dates and signatures, and the use of an</p> <p>4 internal notary whose loyalty is apparent and who</p> <p>5 failed to maintain the required books and records</p> <p>6 creates problems for me. It doesn't result, as I</p> <p>7 think about it, in money damages but it shades in</p> <p>8 some of the questions that Wendy's been asking. Is</p> <p>9 there something nefarious afoot?</p> <p>10 Well, maybe not, but is it a fair question?</p> <p>11 I just left the bench after the notary testified</p> <p>12 finding that to be just unsettling and consistent</p> <p>13 with 2012 irregularities. I don't know what the</p> <p>14 answer is but I invite you to consider it as you</p> <p>15 argue to me.</p> <p>16 I'm not intrigued by the no-contest clause</p> <p>17 but I can be persuaded either way. That no contest</p> <p>18 cause is really grounded in the sufficiency of</p> <p>19 notice, not the statutory notice, but the quality of</p> <p>20 notice, when coupled with those 2012 irregularities,</p> <p>21 I'm just not sure that I'm gonna stamp a no-contest</p> <p>22 declaration against Wendy in this case.</p> <p>23 I perceive each of the parties differently,</p> <p>24 and I failed to say this because it segues into what</p>	<p style="text-align: right;">Page 45</p> <p>1 designated successor trustee of the trust and it was</p> <p>2 a sibling battle. And Judge Breen sat at this bench</p> <p>3 and leaned back and he reached a decision I just</p> <p>4 didn't like and he didn't appoint my designated</p> <p>5 client -- my client as the designated successor</p> <p>6 trustee, but he had the wisdom to know that these</p> <p>7 family dynamics create problems.</p> <p>8 And so while I'm not inclined toward unjust</p> <p>9 enrichment and constructive trust, I have</p> <p>10 contemplated and wondered about the propriety of</p> <p>11 replacing the trustee.</p> <p>12 I don't know that I'll say any more than</p> <p>13 that based upon the requests that have been made but</p> <p>14 that's an issue that remains available to my mind as</p> <p>15 I consider an outcome that remedies the past and</p> <p>16 also prophylactic for the future.</p> <p>17 As to attorneys' fees, I wouldn't make a</p> <p>18 decision on the offer of judgment until I have more</p> <p>19 information. Counsel, you can stipulate in some</p> <p>20 additional information or set it for oral arguments.</p> <p>21 I know that I look at offers of judgment differently</p> <p>22 than lawyers want me to and some of my colleagues</p> <p>23 do.</p> <p>24 As I read the authority, the underlying</p>

TRANSCRIPT OF PROCEEDINGS - 05/13/2019

<p style="text-align: right;">Page 46</p> <p>1 spirit -- purpose of these offers of judgment is to 2 actually tempt settlement. I've seen offers of 3 judgment of \$100 and the \$100 comes to mind and 4 probably \$1,000. It's not really to tempt 5 settlement but it's to create a protective cocoon 6 around the fees in case there's a victory. 7 And \$25,000 may not have tempted 8 settlement, really, given the litigation energy and 9 costs that had been borne, particularly when we add 10 post -- some interest. You know, we're talking 11 about what could be a \$4,000 or \$5,000 swing in a 12 case in which several millions of dollars were 13 issued. 14 So, I learned along the way that that offer 15 of judgment was not nearly as good as other efforts 16 to settle and it was -- I just need to -- I need 17 better context about whether that \$25,000 was a real 18 attempt to settle the case or whether it was just an 19 attempt to implicate the offer of judgment 20 authorities. 21 That use of the notary who did not keep 22 records and books and who worked internally to 23 Mr. Stan Jaksick and subsequently to Todd could very 24 well be a decision of several hundred thousand</p>	<p style="text-align: right;">Page 48</p> <p>1 and we respond by Thursday at 5:00 and you make the 2 call as you see it. 3 THE COURT: Okay. 4 MR. SPENCER: I think that's fair. It 5 works. 6 THE COURT: Which of the attorneys wants to 7 the responsibility to draft the stipulation to 8 include the timing details and submit it to the 9 court for signature? 10 MR. ROBISON: Be happy to do it, your 11 Honor. 12 THE COURT: Thank you. Why don't you do 13 that sometime by next week. I'll speak to the 14 evidentiary decisions this week. 15 Anything else? 16 MR. ROBISON: No your Honor. 17 MR. SPENCER: No, your Honor. 18 THE COURT: Okay. Good day, everybody. 19 We'll be in recess. 20 (End of proceedings.) 21 -o0o- 22 23 24</p>
<p style="text-align: right;">Page 47</p> <p>1 dollars in fees. That's how strongly I feel about 2 the unreliability of the 2012 documents as it came 3 through in the Hascheff and the notary. 4 And something that's open in my mind -- I 5 just haven't resolved it -- is how I start awarding 6 fees to trustees based upon, I mean, overwhelming 7 victory in front of the jury but a finding of breach 8 of fiduciary duties. I just don't know what I'll do 9 with fees. That's not an issue right before me but 10 something that's percolating in my mind. Should I 11 replace Todd Jaksick as trustee, I would probably 12 have Ms. Wendy Jaksick propose a trustee, Mr. Todd 13 Jaksick propose a trustee, Stan remaining trustee 14 and move forward into the future. 15 I think that's all I'm going to say. You 16 want an evidentiary ruling so you know what 17 arguments to make. How do you propose getting those 18 evidentiary rulings? Do you want to argue it now or 19 do you want to submit it on paper by 5:00 tomorrow 20 and hear from me by Friday? What can I do to make 21 this ... 22 MR. ROBISON: What I'd like to propose, 23 your Honor, is they make an offer of proof on the 24 ones that were not agreed upon by tomorrow at 5:00</p>	<p style="text-align: right;">Page 49</p> <p>1 STATE OF NEVADA) 2) SS. 3 COUNTY OF WASHOE) 4 I, CHRISTINA MARIE AMUNDSON, official reporter 5 of the Second Judicial District Court of the State 6 of Nevada, in and for the County of Washoe, do 7 hereby certify: 8 That as such reporter, I was present in 9 Department No. 15 of the above court on May 13, 10 2019, at the hour of 9:57 a.m. of said day, and I 11 then and there took verbatim stenotype notes of the 12 proceedings had and testimony given therein in the 13 case of the Administration of the SSJ's Issue Trust 14 and Samuel Jaksick Family Trust, Consolidated, Case 15 No. PR17-00445. 16 That the foregoing transcript is a true and 17 correct transcript of my said stenotype notes so 18 taken as aforesaid, and is a true and correct 19 statement of the proceedings had and testimony given 20 in the above-entitled action to the best of my 21 knowledge, skill and ability. 22 DATED: At Reno, Nevada, on 16th day of May 2019. 23 /S/ Christina Marie Amundson, CCR #641 24 25 Christina Marie Amundson, CCR #641</p>

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

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

Case No. PR17-00445

Dept. No. 15

CONSOLIDATED

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

Case No. PR17-00446

Dept. No. 15

ORDER ADDRESSING EVIDENCE AT EQUITABLE TRIAL

This Court has reviewed the submissions of the parties regarding admission of additional documentary evidence in the equitable phase of trial.¹ It now orders as follows:

Exhibit 415. Respondent Wendy Jaksick ("Wendy") offers a document containing photographs and a statement of value of Todd Jaksick's ("Todd") home as Proposed Exhibit 415. Petitioners and Todd, individually, object on the basis of hearsay, lack of foundation, authenticity, prejudice, and relevance. The objections are sustained. Proposed Exhibit 415 is not admitted.

Exhibit 584. Wendy offers a settlement agreement between Todd and Stanley

¹ On May 17, 2019, Petitioners filed a Motion to Strike Wendy's Reply to Petitioners' Evidentiary Objections. During trial, the parties stipulated Wendy would submit an offer of proof regarding new evidence supporting her claims in equity and Petitioners and Counter-Respondents would then submit any opposition. This Court did not order additional responses from any party. As such, this Court did not consider Wendy's response in making the evidentiary determinations contained in this order.

1 Jaksick ("Stan") as Proposed Exhibit 584. Petitioners, Todd, individually, and Stan object
2 on the basis of relevance and that the proposed exhibit is an inadmissible offer to
3 compromise. The objections are overruled. Exhibit 584 is admitted.

4 Exhibit 585. Wendy offers the 2018 Issue Trust Financial Statement as Proposed
5 Exhibit 585. Petitioners, Todd, individually, and Stan object on the basis of relevance. In
6 addition, Petitioners object on the basis the document was not timely disclosed. The
7 objections are overruled. Exhibit 585 is admitted.

8 Exhibit 586. Wendy offers correspondence from her counsel to Petitioners' counsel
9 regarding trust accountings, dated October 25, 2018, as Proposed Exhibit 586. Todd,
10 individually, objects on the basis of hearsay. Petitioners object on the basis of failure to
11 disclose, prejudice, and relevance. The objections are sustained. Proposed Exhibit 586 is
12 not admitted. However, to the extent this correspondence contains argument relevant to
13 the matters now before this Court, the parties may make such arguments in their written
14 closings.

15 Exhibits 587-590. Wendy offers pleadings related to an Emergency Motion to
16 Compel Production of Subtrust Accounting previously filed in this matter as Proposed
17 Exhibits 587, 588, 589, and 590. Todd, individually, objects on the basis of hearsay,
18 relevance, and that a pleading is not evidence. Petitioners object, arguing Wendy has not
19 proffered a theory for admissibility. The objections are sustained. Proposed Exhibits 587,
20 588, 589, and 590 are pleadings and are therefore not admitted as evidence. However,
21 because these pleadings are part of the court's file, the information contained therein may
22 be subject to argument in the parties' written closings.

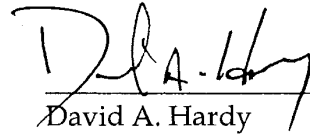
23 Exhibits 591-597. Wendy offers correspondence exchanged between the parties'
24 counsel following the jury trial in this matter as Proposed Exhibits 591, 592, 593, 594, 595,
25 596, and 597. Todd, individually, objects on the basis of hearsay. Stan objects on the basis
26 of relevance. Petitioners object on the basis of failure to disclose, prejudice, and relevance.
27 The objections are sustained. Proposed Exhibits 591, 592, 593, 594, 595, 596, and 597 are
28 not admitted. However, to the extent this correspondence contains argument relevant to

1 the matters now before this Court, the parties may make such arguments in their written
2 closings.

3 A revised Exhibit List, which reflects the present state of the evidence this Court
4 will consider in the equitable phase of trial, is attached to this order as Exhibit 1.

5 **IT IS SO ORDERED.**

6 Dated: May 20, 2019.

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8 _____
9 David A. Hardy
10 District Court Judge
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FILED
Electronically
PR17-00445
2019-05-20 09:45:36 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 7277724

EXHIBIT 1

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
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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Date: May 13, 2019

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

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Case No: **PR17-00445**

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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	---	---

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
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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Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

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
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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Exhibit No.	Party	Description	Marked	Offered	Admitted
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

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
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

JURY + NON-JURY Trial Exhibits

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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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Exhibit No.	Party	Description	Marked	Offered	Admitted
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

JURY + NON-JURY Trial Exhibits

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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

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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

JURY + NON-JURY Trial Exhibits

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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

JURY + NON-JURY Trial Exhibits

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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

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Exhibit No.	Party	Description	Marked	Offered	Admitted
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

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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 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
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

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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	---	---

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.

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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
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

JURY + NON-JURY Trial Exhibits

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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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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
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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TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

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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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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
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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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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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

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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

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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

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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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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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RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.

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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

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
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

JURY + NON-JURY Trial Exhibits

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
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	---	---

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
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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Clerk: **A. Dick**

Date: May 13, 2019

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

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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	---	---

JURY + NON-JURY Trial Exhibits

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Date: **May 13, 2019**

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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Case No: **PR17-00445**

Dept. No: **15**

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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

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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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	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
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	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
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

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
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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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	OBJECTION SUSTAINED	---
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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Exhibit No.	Party	Description	Marked	Offered	Admitted
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	---	---

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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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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	---	---

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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	---	---

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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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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	---	---

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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	---	---

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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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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
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	---	---

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.

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Exhibit No.	Party	Description	Marked	Offered	Admitted
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	---	---

JURY + NON-JURY Trial Exhibits

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Date: May 13, 2019

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	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 + 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
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	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
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	---	---

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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Clerk: **A. Dick**

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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 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

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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
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	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

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
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	---
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	---

JURY + NON-JURY Trial Exhibits

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Case No: **PR17-00445**

Dept. No: **15**

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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	OBJECTION SUSTAINED	---
594	Wendy Jaksick	03/15/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: removal	5/13/19	OBJECTION SUSTAINED	---
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	---

CODE: 3675

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

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.

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STANLEY JAKSICK’S WRITTEN CLOSING ARGUMENTS

Stanley Jaksick, as Co-Trustee of the Family Trust, hereby submits his Written Closing Brief in accordance with the procedure defined at the May 17, 2019 hearing and by the Court’s June 26, 2019 Order Granting Emergency Motion to Extend Briefing Deadline. In accordance with the June 26, 2019 Order, Stanley Jaksick will submit a Closing Brief by July 31, 2019. As Stanley Jaksick does not have the burden of proof or persuasion on any of the equitable claims remaining in this action, the majority of Stanley Jaksick’s closing presentation, to the extent necessary, will be contained within the Closing Brief for the reasons detailed below.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

As a result of 1) the jury verdict on Wendy Jaksick’s legal claims against Stanley Jaksick as co-Trustee Samuel S. Jaksick Jr. Family Trust (“Family Trust”), which was entirely in favor of Stanley Jaksick; 2) the Settlement Agreement, Exhibit 584, between Todd Jaksick and Stanley Jaksick; and 3) the dismissal of Wendy Jaksick’s claims against Stanley Jaksick in his individual capacity on August 24, 2018, the only remaining claims relating to Stanley Jaksick are the equitable claims brought by Wendy Jaksick against Stanley Jaksick in his capacity as co-Trustee of the Family Trust. Based on the identification of these equitable claims in the January 22, 2019 Pre-Trial Order, the following claims by Wendy Jaksick against Stanley Jaksick as co-Trustee of the Family Trust are still at issue: 1) Failure to Disclose and Adequately Account to Compel Accounting (Family Trust); 2) Contest of Purported ACPAs (Family Trust); 3) Contest of Purported Indemnity Agreement (Family Trust); 4) Declaratory Judgment – No Contest Provision (Family Trust); 5) Unjust Enrichment and Constructive Trust (Family Trust); 6) Removal of Trustees and Appointment of Independent Trustee(s) (Family Trust); 7) Disgorgement of Trustee Fees (Family Trust); 8) Enjoin Trustees from Using Trust Assets to Defend in this Matter (Family Trust); and 9) Award of Attorneys’ Fees and Costs.

II. ARGUMENT

Throughout this litigation, whether during the jury trial, in motion practice, or in depositions, Stanley Jaksick has consistently challenged the vague claims that Wendy Jaksick

1 has brought against him, as co-Trustee of the Samuel S. Jaksick Jr. Family Trust (“Family
2 Trust”). *See Stanley Jaksick’s Answer to First Amended Counter-Petition*, Aug. 2, 2018 (stating
3 throughout that the paragraphs in the First Amended Counter-Petition contain “no factual
4 allegations relating to this answering party and therefore no admission or denial is required
5 thereto”). Despite repeated attempts to obtain specificity, the nature of Wendy Jaksick’s claims
6 remains as amorphous and unsubstantiated as at the outset of this litigation. In order to sustain
7 claims against Stanley Jaksick, Wendy Jaksick must be able to satisfy her basic burden by
8 identifying her claim against Stanley Jaksick and not just the Family Trust or other co-Trustees
9 and identifying the evidence related to Stanley Jaksick and not to the Family Trust in general.
10 Because Wendy Jaksick has failed to meet this basic burden, the Court should enter judgment
11 against her claims against Stanley Jaksick.

12 Wendy Jaksick, as a beneficiary of the Family Trust, has the burden of proof on her
13 claims against Stanley Jaksick, as co-Trustee of the Family Trust. *See, e.g.*, 90A C.J.S. Trusts §
14 689 (“One who seeks to surcharge the trustee for a breach of trust must bear the burden of
15 proving the particulars of the trustee's alleged wrongful conduct . . . Objectors to the account of
16 the trustee have the burden of sustaining their affirmative allegations, and the burden of proof is
17 on the one who charges a trustee with abusing discretion⁸ or falsifying accounts.”). It is also not
18 sufficient for Wendy Jaksick to impose liability upon Stanley Jaksick based solely on his status
19 as a co-Trustee of the Family Trust. The composition of the co-Trustees has varied over time.
20 Stanley Jaksick and Todd Jaksick have served as co-Trustees of the Family Trust from April 21,
21 2013 to the present. Kevin Riley served as co-Trustee of the Family Trust from approximately
22 April 21, 2013 to August 2013. Michael Kimmel was appointed on December 13, 2016 as a co-
23 Trustee of the Family Trust. While Stanley Jaksick has consistently served as co-Trustee of the
24 Family Trust, Nevada law does not automatically impose responsibility upon him for every
25 action of the Family Trust.

26 NRS 163.110(1) provides that a “trustee who has not joined in exercising a power is not
27 liable to the beneficiaries or to others for the consequences of the exercise of power and a
28 dissenting trustee is not liable for the consequences of an act in which that trustee joined at the

1 direction of the majority trustees, if the trustee expressed his or her dissent in writing to any of
2 his or her cotrustees at or before the time of the joinder.” NRS 163.110(2) further provides that
3 this “section does not excuse a cotrustee from liability for inactivity in the administration of the
4 trust nor for failure to attempt to prevent a breach of trust.” As Stanley Jaksick disagreed with
5 several of the actions challenged by Wendy Jaksick, he is immunized from liability by NRS
6 163.110.

7 **A. Failure to Disclose and Adequately Account to Compel Accounting (Family**
8 **Trust)**

9 To date, Wendy Jaksick has not identified any instances where Stanley Jaksick failed to
10 disclose information in his possession or knowledge to Wendy Jaksick. Stanley Jaksick will
11 respond to any such identification in the Closing Brief, but Wendy Jaksick should not be
12 permitted to specifically identify, for the very first time in this litigation, the substance of her
13 claims in the Closing Brief. With respect to the Family Trust accountings, Stanley Jaksick will
14 respond with respect to his involvement, if any, in the claims related to the accountings in his
15 Closing Brief.

16 **B. Contest of Purported ACPAs (Family Trust)**

17 With respect to the Family Trust ACPAs, Wendy Jaksick should be required to identify
18 which ACPAs she is currently contesting. Stanley Jaksick will respond with respect to his
19 involvement, if any, in the claims related to the ACPAs in his Closing Brief.

20 **C. Contest of Purported Indemnity Agreement (Family Trust)**

21 This claim has not been asserted against Stanley Jaksick as, although Exhibit 12 reflects
22 the existence of an indemnification agreement executed by Stanley Jaksick, Wendy Jaksick has
23 not identified any instance of Stanley Jaksick invoking this indemnification agreement.

24 **D. Declaratory Judgment – No Contest Provision (Count 10 -Family Trust)**

25 This claim has not been asserted against Stanley Jaksick as Wendy Jaksick neither claims
26 that Stanley Jaksick violated a no-contest provision nor that Stanley Jaksick has asserted that
27 Wendy Jaksick violated a no-contest provision.

28 ///

1 **E. Unjust Enrichment and Constructive Trust (Count 7 - Family Trust)**

2 To date, Wendy Jaksick has not identified any instances of unjust enrichment by Stanley
3 Jaksick as co-Trustee of the Family Trust. Stanley Jaksick will respond to any such identification
4 in the Closing Brief, but Wendy Jaksick should not be permitted to specifically identify, for the
5 very first time in this litigation, the substance of her claims in the Closing Brief.

6 **F. Disgorgement of Trustee Fees (Count 9 - Family Trust)**

7 Although this was listed as a claim in the Pre-Trial Order, Stanley Jaksick submits that
8 this is more properly deemed a remedy that is contingent upon the resolution of the substantive
9 claims. Furthermore, the First Amended Counter-Petition states that the claim for disgorgement
10 of trustee fees is based “upon the various breaches of fiduciary duties as set forth herein.” First
11 Am. Counter-Petition ¶ 101. As the jury verdict absolved Stanley Jaksick of any liability for
12 breaches of fiduciary duty, there is no basis to order Stanley Jaksick to disgorge any trustees’
13 fees.

14 **G. Removal of Trustees and Appointment of Independent Trustee(s) (Count 6 -**
15 **Family Trust)**

16 Although this was listed as a claim in the Pre-Trial Order, Stanley Jaksick submits that
17 this is more properly deemed a remedy that is contingent upon the resolution of the substantive
18 claims. Furthermore, the First Amended Counter-Petition states that the claim for disgorgement
19 of trustee fees is based upon “the breaches of fiduciary duties and other actions described
20 herein.” First Am. Counter-Petition ¶ 90. As the jury verdict absolved Stanley Jaksick of any
21 liability for breaches of fiduciary duty, there is no basis to order Stanley Jaksick to disgorge any
22 trustees’ fees. Wendy Jaksick also alleges that the co-Trustees had a “strong bias against Wendy
23 and her family,” but this has not been evidenced in relation to Stanley Jaksick. *Id.*

24 **H. Enjoin Trustees from Using Trust Assets to Defend in this Matter (Count 8 -**
25 **Family Trust)**

26 Although this was listed as a claim in the Pre-Trial Order, Stanley Jaksick submits that
27 this is more properly deemed a remedy that is contingent upon the resolution of the substantive
28 claims.

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I. Award of Attorneys’ Fees and Costs (Count 12)

Although this was listed as a claim in the Pre-Trial Order, Stanley Jaksick submits that this is more properly deemed a remedy that is contingent upon the resolution of the substantive claims. Wendy Jaksick’s own pleading supports this position: “This remedy is warranted . . .” First Am. Counter-Petition ¶ 114 (referring to Count 12: “Wendy is Entitled to be Awarded Attorneys’ Fees and Costs”).

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 1, 2019

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 1, 2019, 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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20 I declare under penalty of perjury that the foregoing is true and correct.

21 DATED: July 1, 2019.

22 By /s/ Pamela Miller
23 An Employee of McDonald Carano

24 4834-5479-9514, v. 2

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13 Incline TSS, Ltd., and Duck Lake Ranch, LLC

14
15 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

16 IN AND FOR THE COUNTY OF WASHOE

17 In the Matter of the:

CASE NO.: PR17-00445

18 SSJ's ISSUE TRUST.

DEPT. NO.: 15

19 In the Matter of the:

CASE NO.: PR17-00446

20 SAMUEL S. JAKSICK, JR., FAMILY TRUST.

DEPT. NO.: 15

21 WENDY JAKSICK,

22 Respondent and Counter-Petitioner,

23 v.

24 TODD B. JAKSICK, Individually, as Co-
25 Trustee of the Samuel S. Jaksick Jr. Family
26 Trust, and as Trustee of the SSJ's Issue Trust;
27 MICHAEL S. KIMMEL, Individually and as
28 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,

Petitioners and Counter-Respondents.

TODD B. JAKSICK'S
CLOSING ARGUMENT BRIEF

1 Todd B. Jaksick ("Todd") has been sued by his sister, Wendy Jaksick ("Wendy"), in his
2 individual capacity. In that capacity, Todd submits the following as and for his initial Closing
3 Brief on Wendy's equitable claims.

4 I.

5 INTRODUCTION

6 Wendy is suing Todd for the acts and conduct of Sam Jaksick ("Sam"). Todd cannot be
7 found liable for the acts, conduct, actions, documents and transactions done by Sam by, with and
8 through his lawyer, Pierre Hascheff. The following documents were created, negotiated and
9 implemented by Sam, **not Todd**.

- 10 ■ The 2006 Family Trust Agreement;
- 11 ■ The 2007 Issue Trust Agreement;
- 12 ■ The 2007 Indemnification Agreement;
- 13 ■ The 2010 creation of Incline TSS, LLC;
- 14 ■ The Option Agreement given by the Family Trust to Incline TSS;
- 15 ■ The December 4, 2012 Water Deed;
- 16 ■ The December 10, 2012 Second Amendment to Family Trust;
- 17 ■ The December 17, 2012 Durable Power of Attorney;
- 18 ■ The December 17, 2012 General Power of Attorney;
- 19 ■ The December 28, 2012 Water Deeds; and
- 20 ■ Sam's agreement to pay \$22,000 per month rent in 2013.

21 The 2006 Trust Agreement was prepared by Maupin, Cox and LeGoy and constitutes an
22 undisputed expression of Sam's testamentary intent as of 2006. **Todd was not involved in the**
23 **drafting of the 2006 Trust Agreement.** He had no say in the document that named him as a
24 Successor Co-Trustee. Sam reduced Wendy's share by \$1.5 million in the 2006 Trust Agreement.
25 Todd had nothing to do with that decision. Sam gave Todd substantial powers. Todd has
26 honored his father's intent.

27 In 2007, Sam created the SSJ's Issue Trust. **Todd did not.** However, Sam selected only
28 Todd to be the Trustee of the Issue Trust. The Issue Trust, an expression of Sam's testamentary

1 intent, gave Todd immense, substantial and broad powers. Todd has honored those powers, duties
2 and rights. Todd did not draft the agreement. Todd is only performing the tasks and duties
3 assigned to him by Sam.

4 By 2007, the recession had reared its ugly head, subjecting Sam, Todd and, to a limited
5 extent, Stan, to personal liability on various substantial debts Sam had incurred. As a result, Sam,
6 through his then attorney, Pierre Hascheff, created Todd's Indemnification Agreement. The
7 Indemnification Agreement was an expression of Sam's intent. It was done by Sam, **not Todd**.
8 Todd was not involved in drafting the document and had no influence whatsoever over Sam or
9 Pierre Hascheff concerning its contents. It is valid, binding and enforceable. Todd has honored
10 the intent of the document Sam created.

11 In 2010, Sam intended and desired to create an entity into which he could transfer the Lake
12 Tahoe house. As a result, Sam and his attorney Pierre Hascheff created Incline TSS, Ltd. **Todd**
13 **did not**. Todd did not propose or advocate the creation of Incline TSS. Incline TSS was created
14 to fulfill Sam's intent, **not Todd's**. Todd had no involvement in creating this estate plan. Sam,
15 not Todd, intended Incline TSS to be owned by Todd's Family Trusts. Sam created Incline TSS
16 with the advice of Kevin Riley and Pierre Hascheff, **not Todd**.

17 In 2010, Sam, together with his attorney Pierre Hascheff, created an Option Agreement,
18 which allowed Incline TSS to purchase the Tahoe house. Whether it would ever be exercised was
19 Sam's decision, **not Todd's**. The Option Agreement evidenced Sam's testamentary intent. The
20 idea, the plan and the Option Agreement, itself, were created and implemented by Sam, **not Todd**.

21 On December 4, 2012, Sam, not Todd, executed water deeds that were prepared by Pierre
22 Hascheff (the "Water Deeds"). Sam, not Todd, initiated the transfers of water rights. This was
23 done without Todd's involvement or participation. Pierre Hascheff's secretary Nanette Childers
24 typed the documents. The transfer of the water by and through the December 4, 2012 Water Deeds
25 was the concept, action and intent of Sam, not Todd.

26 On December 10, 2012, Sam was under intense pressure. He had been working with Pierre
27 Hascheff on revising the provisions of his Family Trust. Sam and Pierre Hascheff (**not Todd**)
28 created the Second Amendment to the Family Trust. This Second Amendment was signed by

1 Sam. The document has been accepted by Wendy. The document has been accepted and
2 administered by Stan. Stan has received substantial gifts by and through the Second Amendment,
3 the receipt of which he has never contested. Wendy and her two children also received substantial
4 benefit from the Second Amendment. Wendy's \$1.5 million deduction from her inheritance was
5 eliminated. She has gladly accepted that benefit. Her daughter Alexi ("Lexi") was paid \$100,000.

6 Wendy gladly accepted that benefit. Luke received 20% of Wendy's inheritance. Wendy has
7 never complained about that. It is undisputed that Wendy was given a binder on June 5, 2013 that
8 contained a copy of the Second Amendment of the Family Trust. If she had any concerns about its
9 contents or questions about whether her father actually signed the document, she could have easily
10 obtained the services of a handwriting expert to analyze and evaluate Sam's signature. Todd did.
11 Mr. Green is an expert handwriting analyst. His testimony that Sam's signature is on the Second
12 Amendment is undisputed and is conclusive evidence in this case that Sam signed the Second
13 Amendment.

14 On December 17, 2012, Sam executed the Durable Power of Attorney giving Todd serious
15 and substantial rights concerning Sam's healthcare. Sam had this document prepared, **not Todd**.
16 No one has questioned the authenticity or legitimacy of Sam's intent in naming only Todd in this
17 important role.

18 On December 17, 2012, Sam executed the General Power of Attorney nominating only
19 Todd to have a full and complete General Power of Attorney to handle Sam's financial affairs. No
20 one has contested this document. Sam had this document prepared, **not Todd**. Wendy has
21 presented no evidence challenging the legitimacy and enforceability of this document.

22 Due to imminent changes in tax laws, due to an intent to protect the Lake Tahoe house
23 from Sam's creditors, due to an imminent open-heart surgery and due to the need to complete
24 substantial changes to his Family Trust, Sam and Pierre Hascheff acted quickly to get Sam's intent
25 documented. **Todd was not involved.**

26 Although the Court has expressed concerns about the maintenance and production of some
27 of the documents that were prepared and executed in December of 2012, careful analysis of the
28 timing, content and purpose confirms the enforceability of every document Sam signed as one he

1 intended to be binding.

2 Sam's intent must be the primary focus. Wendy is suing Todd for Pierre Hascheff's
3 questionable draftsmanship. The jury rejected Wendy's far fetched, unsubstantiated theories,
4 accusations and contentions. Wendy is suing Todd for Sam's inability to more carefully proofread
5 testamentary documents. Wendy is suing Todd for documents, actions and conduct in which Todd
6 had no involvement, say or input. Stan and Wendy gained much more than Todd as a result of
7 Sam's execution of the Second Amendment and the Successor Trustee's enforcement thereof. *See*
8 **Exhibit No. 1.**

9 Moreover, Wendy is attempting to obtain a money judgment (for the second time) from
10 Todd based on her claim of unjust enrichment, the essence of which has already been completely
11 determined by the jury. The jury overwhelmingly found in Todd's favor. The jury found in
12 Todd's favor on all legal claims pursued by Wendy against Todd individually. Wendy's efforts to
13 disgrace Todd with a jury verdict failed. She now attempts have this Court "give" her relief on
14 equitable claims that are based upon the same facts and circumstances on which the jury found in
15 Todd's favor.

16 Wendy's efforts to "double dip" should be rejected. Wendy's claims for unjust
17 enrichment/constructive trust are nothing more than an alternative mechanism to have this Court
18 enter a judgment that violates the spirit and intent of the jury's verdict.

19 Despite an \$80,000,000 request, Wendy's "damages" against Todd in his capacities as
20 Trustee of the Issue Trust and Co-Trustee of the Family Trust are Fifteen Thousand Dollars
21 (\$15,000)¹. This amount of damages were assessed by the jury for unspecified and unidentified
22 breaches of Todd's fiduciary duties as trustee. Payment of that jury verdict makes Wendy whole
23 for all claims she has made against Todd as a Trustee. Wendy is entitled to no "damages" against
24 Todd as an individual. Awarding Wendy anything on her equitable claims would violate and
25 contradict the jury's verdict. *See Exhibit No. 2* (Jury Verdict).

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27 ¹ \$15,000 is the jury's assessment of Wendy's damages. That is all the jury believed Wendy
28 should receive. A judgment for Wendy on any equitable claim that awards money would violate
the jury's verdict.

1 The Court accurately noted that Wendy suffers from both personal and credibility
2 problems. The Court was also aware of her dubious motivation Wendy has to prosecute these
3 claims. Wendy's prior criminal behavior and undisputed evidence of financial irresponsibility
4 speaks volumes as to why this litigation has become so acrimonious and contentious. Neither
5 Todd nor Stan have received monetary distributions from the Family Trust. Why Wendy believes
6 she is "entitled" now to that which other beneficiaries are not remains a mystery.

7 The Court also noted that Todd had personal motivation and tended to deflect to others.
8 The Court's observation about "deflection" must be construed in light of the Court's instruction to
9 the jury ("Instruction No. 11"). **Exhibit No. 3.** Todd had a duty to and was obligated to rely on
10 the advice of professional advisors and consultants. Given the complexity of Sam's estate, Todd
11 had no alternative but to rely on the advice of Maupin Cox & LeGoy, Pierre Hascheff, Nicholas
12 Palmer, Kevin Riley and the various appraisers who valued the properties subject of this action. It
13 would have been reprehensible and irresponsible for Todd not to have sought and relied on the
14 advice of these professionals. There is a duty to rely. Reliance on professionals is a legal
15 mandate, not a "deflection." See Exh. 3.

16 This case, the issues before the jury and the equitable issues before this Court, must be
17 reconciled and resolved in accordance with Sam's testamentary intent. Wendy has presented no
18 evidence whatsoever that what has occurred with the administration of Sam's two trusts is in
19 anyway violative of Sam's intent. All agree on this: Wendy was never to have any ownership of
20 the Lake Tahoe house.

21 Sam's intent, desires and decisions in this case are clear. Todd was to receive the Lake
22 Tahoe house through his trusts' ownership of Incline TSS Ltd. Stan was to receive fifty percent
23 (50%) of Toiyabe. Stan had the option to purchase a percentage of Incline TSS.² Wendy was
24 never intended to be an owner or participant in the Lake Tahoe house. The evidence is undisputed
25 that Wendy was not to be involved in the Lake Tahoe house.

26 There is no evidence whatsoever to suggest that Todd's Indemnification Agreement is
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28 ² Stan has attempted to purchase a share of Incline TSS twice.

1 anything other than valid and enforceable. It is a contract that Sam designed and effectuated to
2 protect his two sons. Each of the agreements and consents to proposed action (“ACPAs”) are
3 evidence of Todd’s good faith to keep the beneficiaries fully informed of the transactions that
4 occurred in anyway affected the administration of the trusts. The most telling testimony
5 concerning Wendy’s lack of credibility is a suggestion that Todd had the ACPA (**Exhibit No. 4**
6 attached hereto)³ signed by Wendy the day after Sam died. That testimony is incredulous. It is
7 false. The jury absolutely rejected it. The Court must also.

8 Todd’s Trial Statement presented to this Court on May 8, 2019 emphasized the role of
9 Todd’s Seventh Amendment Constitutional rights to a trial by jury. Todd’s Seventh Amendment
10 rights are violated when a court disregards in any way the jury’s implicit or factual determinations.
11 This Court’s decision on Wendy’s equitable claims may not be based on factual findings that in
12 any way conflict with the jury’s findings. The jury’s findings are that Todd did nothing wrong in
13 his individual capacity. The jury found that Todd had **no liability** to Wendy based on the evidence
14 she presented on her accusations that Todd breached fiduciary duties, that Todd conspired with
15 Co-Trustees, that Todd aided and abetted others to harm Wendy’s financial interests and/or that
16 Todd defrauded Wendy.

17 The Court’s consideration of the evidence presented in this trial as to Todd’s conduct as an
18 individual must be consistent with how the jury handled, considered and applied that same
19 evidence. The Court’s observations as stated at the May 13, 2019 hearing are consistent with these
20 principles. To suggest that Wendy’s legal claims can be “dressed up” to look different when
21 characterized as equitable claims is contrary to applicable Nevada law.

22 As explained in more detail below, Wendy has made no specific claim against Todd with
23 respect to the December 2012 documents. Todd had virtually no involvement in the 2012
24 documents. Todd did nothing that Sam did not want Todd to do. Jessica Clayton worked for Sam.
25 Todd should not be punished for the acts of Sam’s notary.⁴ Wendy has not alleged a claim, legal
26 or equitable, that would permit an award of attorneys’ fees against Todd individually based on Mr.

27 _____
28 ³ Exhibit No. 4 to this brief was admitted as Trial Exhibit 14.

⁴ The only notary problems were Jessica’s loss of her book and not carefully reading the jurats.

1 Hascheff's allegedly sloppy documentation, all of which was intended to express Sam's intent.
2 Wendy cannot recover damages or fees against Todd individually for the conduct of a notary who
3 was providing services to, for and on behalf of Sam. Todd was not in any way whatsoever
4 unjustly enriched by allegedly sloppy documentation or haphazard notarizations.

5 Indeed, the jury found otherwise. The jury was asked to award damages on Wendy's legal
6 claims based on an argument that Todd received things, money and assets that he should not have
7 received. Those arguments to the jury are, in essence, the same arguments Wendy now makes to
8 receive money on her equitable claims. The Court is aware that it must not "supplant" its thought
9 process for that of the jury. Todd's duties to Wendy did not even arise until Sam passed on April
10 21, 2013. Before that Sam, **not Todd**, controlled everything.

11 II.

12 OVERVIEW OF EQUITABLE CLAIMS

13 This brief is on behalf of Todd as an individual. As an individual, Todd was completely
14 exonerated by the jury. The jury found that Todd did not commit any fraud whatsoever. The jury
15 found that Todd, as an individual, does not owe any damages to Wendy for anything he has ever
16 done, before or after Sam's death. The jury found that Todd was not involved in a conspiracy to
17 harm Wendy. The jury found that Todd did not aide and abet Co-Tustees in violating their
18 fiduciary duties. Accordingly, the only issues that pertain to Todd as an individual on Wendy's
19 equitable claims are:

- 20 (1) Unjust enrichment/constructive trust;
- 21 (2) The validity and enforceability of Todd's Indemnification Agreement;
- 22 (3) The validity and legal effect of the ACPAs signed by Wendy.

23 Todd does, however, have the right and standing to ask this Court to invoke the no contest
24 provisions in both Trusts. Todd's analysis of these equitable claims is set forth below but must be
25 construed in light of all of the facts presented as evidence in this case.

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III.

FACTS

A. WENDY IS SUING TODD FOR SAM'S AND PIERRE'S CONDUCT.

In December 2012, Sam and his attorney Pierre Hascheff were confronted with a stressful and urgent series of events. Sam wanted to revise his estate plan and have all necessary components and ingredients completed by the end of December 2012. The frantic pace of work resulted in documents being prepared that were not as clean and precise as typically expected. Indeed, the transfer of documents, drafts and information between Sam's office and Pierre Hascheff's office was not completely efficient and was complicated by Sam leaving for his heart surgery on December 17, 2012, performed on the 19th. Todd did not create the documents. Though they may be characterized as "sloppy," Wendy's claims against Todd pertain to what Sam and Pierre, and **not Todd**, did in December of 2012.

Nonetheless, the December 2012 documents are analyzed to show the Court what was done, why it was done and how Todd was completely removed from the drafting, maintenance and production of these December 2012 documents. Wendy is not entitled to fees against Todd for sloppy work done by Pierre Hascheff, nor is Wendy entitled to fees or damages because of the method by which the documents were maintained, exchanged and notarized. Wendy has made no claim in equity for attorneys' fees or for damages concerning the way Pierre Hascheff and Sam Jaksick finalized Sam's testamentary intent in 2012. The chronology is as follows.

1. CHRONOLOGY OF 2012 EVENTS AND DOCUMENTS.

December 2012 was not an ordinary month in the life of Sam Jaksick. The stress and complexities relating to Sam's need to revise his estate plan cannot be overstated. Sam was scheduled for open heart surgery. Sam was facing tax changes that would take effect in January 2013. Sam was facing creditor claims that were substantial and threatening. Sam was confronted with the uncertainty of Stan's divorce proceedings. Sam, Pierre, Kevin Riley and Todd were working on many transactions. However, Sam's most urgent concern was to make sure Incline TSS purchased the Lake Tahoe house so that it was out of his estate and out of the reach of his creditors.

1 The relevant documents that may have changed the composition of Sam's estate, the value
2 thereof, and the ownership of various assets include the following:

3 **a. Water Rights Deed – 12/4/12.**

4 A series of water deeds were executed in December 2012. Trial Exhibit 118 is a water
5 deed dated December 4, 2012. The testimony reflects that Sam signed that water deed. Jessica
6 Clayton notarized Sam's signature. The deed transfers water from Lakeridge, Inc. to the Jaksick
7 Family LLC.

8 Todd was not involved with this document (Trial Exhibit 118). This is a document that
9 was prepared by Pierre Hascheff. After signature and notarization, the document was to be
10 returned to the offices of Pierre Hascheff. However, as noted later, this water deed had to be
11 corrected. Sam and Pierre discussed Trial Exhibit 118. It was prepared and executed completely
12 and entirely without Todd's involvement.

13 To the extent Sam intended to transfer water rights from Lakeridge Inc. to the Jaksick
14 Family LLC, Wendy certainly and clearly has no claim against Todd for that activity. The Jaksick
15 Family LLC is the recipient of the water rights and Wendy is a one-third owner of the Jaksick
16 Family LLC. She benefits as much as Stan and Todd. There is no unjust enrichment with respect
17 to Trial Exhibit 118. The only problem with Trial Exhibit 118 is that the jurat (perfectly proper
18 and appropriate on this document) was cut and pasted to water deeds that were prepared and
19 executed on or about December 28, 2012. Jessica Clayton properly and appropriately notarized
20 Sam's signature on behalf of Lakeridge Inc. Todd had nothing to do with this document.

21 Jessica Clayton notarized Sam's signature on Trial Exhibit 118. That is a proper
22 notarization of a proper signature that occurred on December 4, 2012.⁵ According to Pierre
23 Hascheff's testimony, it was not recorded because mistakes were discovered. Jessica Clayton
24 worked for Sam at the time she notarized his signature, and her notarial acts were done at the
25 request of, and on behalf of, Sam.

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28 ⁵ Trial Exhibit 118 was modified and corrected by subsequent water rights deeds marked as Trial
Exhibits 119, 120, 121, and 122. See sub-section k.

1 **b. Draft of B of A Letter - 12/6/12.**

2 The evidence is undisputed that the Bank of America needed to approve the transfer of the
3 Lake Tahoe house from SSJ LLC to Incline TSS Ltd. To effectuate a transfer that would not
4 activate the due on sale clause of the operative loan secured by the Lake Tahoe house, Pierre
5 Hascheff communications with the Bank of America on December 6, 2012. *See* Trial Exhibit
6 23.15.

7 Todd had nothing to do with this document. Todd was shown the proposed letter to B of A
8 officer Kathleen Newby. *Id.* Sam was copied with the proposed letter. The draft letter is dated
9 December 6, 2012. It is a proposed explanation by Pierre Hascheff to the Bank of America
10 explaining why the Lake Tahoe house was being transferred to Incline TSS. The reasons for the
11 proposed transaction are stated with clarity in Trial Exhibit 23.15. Pierre Hascheff and accountant
12 Kevin Riley urged Sam to transfer ownership of the Lake Tahoe House to Incline TSS. The
13 language in that draft letter is consistent with the testimony given to the jury that Sam intended to
14 transfer the Lake Tahoe house from SSJ LLC to Incline TSS and intended to do so without
15 activating the B of A loan due on sale clause. Trial Exhibit 23.15 is further evidence that Sam,
16 Pierre Hascheff, Kevin Riley and Todd were attempting to facilitate and accomplish, in good faith,
17 Sam's testamentary intent.⁶

18 **c. Second Amendment – 12/10/12.**

19 During December 2012, Sam and Pierre Hascheff met to discuss changes Sam wanted to
20 make in his estate plan. As a result of Sam's desires and intent, Pierre Hascheff created a
21 document known as the "Second Amendment to the Samuel S. Jaksick, Jr. Family Trust
22 Agreement" (the "Second Amendment"). Trial Exhibit 13. The Second Amendment was
23 designed to make material changes in Sam's 2006 Trust Agreement. *See* Trial Exhibit 9.

24 In the 2006 Trust Agreement, Sam recognized that Wendy had committed the egregious

25 _____
26 ⁶ Having the Lake Tahoe house owned by SSJ LLC did not complete Sam's intent to remove the
27 house from the reach of creditors. The Family Trust was the sole member of SSJ LLC. However,
28 by transferring the house to Incline TSS, neither Sam, SSJ LLC nor the Family Trust had any
interest whatsoever in Incline TSS and therefore the Lake Tahoe house would be completely
protected from creditors and would reduce the size of Sam's estate substantially.

1 wrongs against Sam and the family. In light of her track record of stealing money, having
2 judgments against her, addiction problems and involvement in criminal activity, Sam deducted
3 \$1.5 million dollars from Wendy's share of inheritance in the 2006 Trust Agreement. On the other
4 hand, Sam recognized Todd's trustworthiness by identifying him as a Successor Trustee of the
5 Family Trust.

6 In 2012, Sam intended to make gifts and disbursements not previously incorporated in the
7 2006 Trust Agreement. He wanted Stan to receive 6% of the Bronco Billy's interest. He wanted
8 Todd to receive 6% of the Bronco Billy's interest. He wanted Stan to receive 50% interest in
9 Toiyabe. He wanted Luke to take 20% of Wendy's share. He wanted to remove the \$1.5 million
10 deduction from Wendy's inheritance. Most important, he wanted to make sure the Lake Tahoe
11 house was not in his estate and would therefore not be taxed as a valuable asset of his estate. That
12 would also remove the Lake Tahoe house from the reach of creditors.

13 Sam was scheduled to depart for Los Angeles for open heart surgery on December 17,
14 2012. Hence, the Second Amendment was something that was done in an urgent, if not frantic,
15 manner under strenuous time constraints. While it is not a marvel of perfect drafting, it did
16 accomplish Sam's intent.

17 Stan accepted the 6% gift. That money has been disbursed to Stan. Stan accepted the 50%
18 gift of his Toiyabe interest. Stan accepted his position as Successor Co-Trustee. Stan has
19 accepted the benefits of the changes Sam made to his estate plan as expressed in the Second
20 Amendment.

21 Likewise, Wendy has accepted the benefit of the changes Sam made in his estate plan as
22 reflected in Trial Exhibit 13, the Second Amendment. She is delighted that she is no longer
23 penalized in the amount of \$1.5 million dollars. Her daughter, Lexi, has received the \$100,000
24 disbursement from the Trust. Wendy's benefit is substantially more than the benefit received by
25 Todd. *See* Exh. 1. Stan's benefit has a value that exceeds the value Todd and Wendy are to
26 receive under the Second Amendment. *Id.*

27 Although Wendy has received disbursements of approximately \$630,000, she wants to
28 challenge the Second Amendment for reasons that are unclear. She has no evidence that Sam was

1 incompetent on December 10, 2012. She has no evidence that Sam was subjected to undue
2 influence on December 10, 2012. She has no evidence that Sam's signature was forged. Wendy's
3 Petition and testimony challenge the validity of the Second Amendment on the ground that it is a
4 **forgery**. Wendy has inexcusably violated the "no contest" clauses of both Trusts.

5 The truth contradicts Wendy's insidious accusations. From December 10, 2012 to the day
6 of his death, April 21, 2013, Sam expressed no concerns about the validity, effectiveness, or
7 propriety of the provisions set forth in his Second Amendment. Yet, Wendy now uses arguably
8 poor draftsmanship as a basis for challenging the Second Amendment. She does so without
9 evidence that the Second Amendment fails to express Sam's true intent.

10 Her evidence is that the Second Amendment is "sloppy." It makes no reference to a Third
11 Amendment. The jurat refers to the document as the Fourth Amendment. While these
12 typographical errors signify an otherwise haphazard drafting exercise, Wendy completely fails her
13 attempt to set aside the enforceability of the Second Amendment. She has accepted it. She has
14 received under it. Likewise, Stan has accepted it. Stan has received under it.

15 The evidence is undisputed that Todd provided the Second Amendment to Wendy in June
16 2013 in a three-ring binder. If Wendy had an issue with Sam's signature, she should have raised it
17 within the applicable statute of limitations. After June 2016, Wendy was barred from challenging
18 the document under the three-year statute of limitation.

19 Regardless, Wendy waived her challenge by accepting beneficial disbursements and
20 interests under the Second Amendment. Wendy never hired a handwriting expert to determine
21 whether the signature on the last page of the Second Amendment is actually the signature of Sam
22 Jaksick. Mr. Green's report, Trial Exhibit 220, verifies and validates without contest or dispute
23 that the signature on the Second Amendment is that of Samuel Jaksick. Mr. Green's expert
24 opinion remains unchallenged, undisputed and therefore conclusive evidence that Sam actually
25 signed the Second Amendment.

26 Kevin Riley, Stan, Todd and Mike Kimmel have administered Sam's entire estate in strict
27 compliance with the provisions of the Second Amendment and the unchanged provisions of the
28 2006 Trust Agreement. Wendy's challenge to the Second Amendment is unfounded, meritless,

1 deficient, and defective. Sam intended that she receive nothing under the 2006 Trust Agreement
2 and 2012 Second Amendment as a result of her very aggressive challenge to the enforceability of
3 the Second Amendment.

4 **d. Durable Power of Attorney/General Power -12/17/12.**

5 The Powers of Attorneys were executed on December 17, 2012. (Trial Exhibit 23.17).
6 They were executed without any suggestion that it was done so under duress or under
7 circumstances that Sam lacked mental acuity. Sam selected only one person to hold these powers.
8 That person was his son, Todd. Sam did not want Wendy to have the Powers of Attorney, nor did
9 he want Stan to have the Power of Attorney. This is undisputed evidence of Sam's intent to trust
10 Todd with the management of the family assets.

11 After execution of the Powers of Attorneys, Todd and his wife traveled to Los Angeles and
12 were present when Sam had open-heart surgery. Neither Stan nor Wendy were present in Los
13 Angeles during Sam's surgery.

14 **e. Bright Holland Transfer – 12/17/12.**

15 As of December 17, 2012, the Family Trust owned 39% of the Bright Holland Company
16 ("BHC"). On December 17, 2012, Sam made changes in an effort to implement and effectuate his
17 overall estate plan. Sam gifted 13% of the BHC stock to each of his three primary beneficiaries,
18 Wendy, Stan, and Todd. The transfer was made to Trusts created for the benefit of Wendy, Stan,
19 and Todd, each of which now own 13% interests. Kevin Riley, **not Todd**, is Trustee of each of
20 the BHC Trusts. Wendy still owns her 13% of BHC. That ownership interest is administered by
21 Kevin Riley as Trustee of Wendy's BHC Trust. That 13% interest has a considerable value which
22 was discussed with respect to Trial Exhibit 561 attached hereto as **Exhibit No. 6**. The transfer of
23 these ownership interests in BHC was done by Sam as part of his estate plan. Sam effectuated this
24 change, **not Todd**. Kevin Riley administers Wendy's BHC Trust, **not Todd**.

25 **f. Sam's Hospitalization/Surgery – 12/17/12-12/19/12.**

26 Sam departed for Los Angeles for his open-heart surgery on December 17, 2012. The
27 evidence is undisputed that his open-heart surgery occurred on December 19, 2012. Thereafter,
28 Sam remained in the hospital until December 27, 2012. He then moved and stayed in the Westin

1 Bonaventure Hotel from December 27 to early January 2013. While at the Bonaventure Hotel, Sam
2 attempted to conduct business and was in contact with Todd to effectuate the ingredients of his
3 estate plan before the end of 2012.

4 **g. Notice of Exercise of Option – 12/21/12.**

5 The Notice of Exercise of Option was marked as Trial Exhibit 23.18. Not even Wendy
6 challenges Sam's intent with respect to this document. Pierre Hascheff testified that it was Sam's
7 intent that Incline TSS own the Tahoe House by the end of 2012. Sam accomplished that by
8 instructing Pierre Hascheff to prepare the Notice of Exercise of Option. The option was exercised.
9 It was exercised in accordance with Sam's intent. The Unsecured Promissory Note was executed
10 reflecting Incline TSS's obligation to pay SSJ LLC the sum of \$7.2 million dollars. The evidence
11 is undisputed and uncontested that the entire amount of the \$7.2 million dollars was paid in full by
12 Incline TSS to the seller of the property, SSJ LLC. The design structure and criteria pertaining to
13 the transfer of the Lake Tahoe House from SSJ LLC to Incline TSS was designed, orchestrated and
14 effectuated by Sam in accordance to his testamentary intent. No evidence exists otherwise. This
15 was Sam's idea, not Todd's.

16 Mr. Wallace, Wendy's expert, is thoroughly confused about the tax implications of this
17 transfer. Whether there were actual tax implications is academic. *It's what Sam wanted to occur.*
18 And what Sam wanted to occur, actually occurred. The truth with regard to tax implications is that
19 unbeknownst to Mr. Wallace, Sam had charitable deduction carry-forward and net operating loss
20 carry-forward which offset the tax implications that would otherwise apply to the transfer of the
21 property to Incline TSS. As a result, a small amount of \$34,000 was paid in taxes (contrary to Mr.
22 Wallace's exaggerated statements unsupported by evidence).

23 **h. B of A Consent – 12/27/12.**

24 Janene, Sam's wife, faxed Sam's executed letter for the Bank of America on December 27,
25 2012. Sam had to sign that document so that Bank of America would not exercise its due on Sale
26 rights, which would have been triggered by the transfer of the Tahoe House to Incline TSS. Sam
27 was actively doing business in Los Angeles while recovering from his heart surgery and Sam's
28 signature on the B of A letter is evidenced by Trial Exhibit 23.19.

1 This document shows Sam's active involvement in estate matters immediately after his
2 heart surgery. Sam borrowed \$6.3 million dollars from Bank of America and the loan was secured
3 by the Lake Tahoe house. B of A approved Sam's transfer of the Lake Tahoe house to SSJ LLC.
4 Bank of America consented to Sam transferring the Lake Tahoe house to SSJ and B of A
5 consented to SSJ's transfer of the house to Incline TSS. B of A did so on the condition that the
6 transfers of the Lake Tahoe house to SSJ and then to Incline TSS would not result in any release of
7 Sam's obligations under the deed of trust and promissory note he executed in favor of B of A.
8 Sam's intent to transfer the Lake Tahoe house to a company owned entirely and exclusively by
9 Todd's family trusts cannot be disputed. This is consistent with Sam's testamentary intent.
10 Wendy has no standing to sue Todd for a decision made by Sam to transfer the Lake Tahoe house
11 from SSJ to Incline TSS. Sam obviously knew that the transferee (Incline TSS) was a Nevada
12 limited liability company wholly owned by Todd's Trusts. This was a decision made by Sam, **not**
13 **Todd.**

14 **i. Unsecured Promissory Note/Deed of Trust/Declaration of Value –**
15 **12/28/12.**

16 Sam, **not Todd**, established the purchase price of \$7.2 million dollars. Incline TSS was
17 owned by Todd's family trusts, as orchestrated and implemented by Sam. Incline TSS agreed to
18 pay \$7.2 million dollars to SSJ LLC as consideration for the Lake Tahoe house. All knew at the
19 time that the income that was produced by the Tahoe house, through rentals, Sam's lease payments
20 would not service 100% of the B of A loan in the amount of 6.3 million dollars. Something had to
21 occur to reduce the B of A debt. The transaction was properly documented. The note had to be
22 "unsecured." If a Deed of Trust was executed giving SSJ LLC collateral to secure the \$7.2 million
23 dollar debt, the estate plan could have failed. Creditors would execute on the Family Trust's
24 membership in SSJ LLC. That would give creditors a charging order against any proceeds received
25 by Incline TSS as a result of a foreclosure on a Deed of Trust. Hence, a secured promissory note
26 would not have protected the Tahoe House from the reach of creditors.

27 The testimony is undisputed that the \$7.2 million dollar promissory note was paid in full by
28 Incline TSS. (See Trial Exhibit 89).

1 **j. Grant, Bargain and Sale Deed – 12/28/12.**

2 Trial Exhibit 23.21 is the Grant, Bargain and Sale Deed by and through which SSJ LLC
3 conveyed the Lake Tahoe house to Incline TSS. Pursuant to and in accordance with Sam's desires
4 and intent, Todd was a manager of the seller, SSJ LLC. As such, Todd, with Sam's complete
5 knowledge and consent (in the directive) executed the Grant Bargain and Sale Deed on behalf of
6 SSJ LLC. This accomplished the transfer of the Tahoe House away from any entity owned by the
7 Family Trust, thereby protecting it from being a taxable asset of the Family Trust and removing it
8 from the reach of creditors. All of this was devised by Sam and Pierre Hascheff, **not Todd**.

9 **k. Water Deeds 12/28/12.**

10 After Sam's open-heart surgery, Pierre Hascheff prepared four water rights deeds that were
11 recorded with the Washoe County Recorder's Office on December 28, 2012. Trial Exhibit 119 is
12 a water rights deed whereby Lakeridge Golf Course Ltd. conveyed water rights to Jaksick Family
13 LLC. It is incorrectly dated December 4, 2012 and Pierre Hascheff's secretary, Nannette J.
14 Childers, notarized the signature of Todd signing for Sam pursuant to the Power of Attorney given
15 to Todd by Sam. The jurat incorrectly signifies December 4, 2012. However, the deed was signed
16 and recorded on December 28, 2012. This transfer of water rights is to Wendy's benefit. She is a
17 1/3 owner of the grantee, Jaksick Family LLC. The alleged impropriety is superficial. Pursuant to
18 the Power of Attorney (Trial Exhibit 23.17) Todd had the right to execute Sam's name on this
19 water rights deed. He did so to accomplish Sam's intent.

20 Likewise, Trial Exhibit 120 conveys water rights from Lakeridge Inc. to the Jaksick Family
21 LLC. The process was the same except this water deed (Trial Exhibit 120) is properly dated
22 December 28, 2012. Todd signed Sam's name pursuant to the Power of Attorney. The transfer of
23 water actually inures to the benefit of Wendy since she is a 1/3 owner of Jaksick Family LLC.
24 This water rights deed was also recorded on December 28, 2012. Todd was not unjustly enriched
25 by this document and Wendy actually benefitted and is entitled to no relief.

26 Trial Exhibit 121 is a water rights deed recorded on December 28, 2012. It is improperly
27 dated December 4, 2012. This deed transfers water rights from Samuel Jaksick individually and as
28 executor of his mother's estate to the Jaksick Family LLC. Todd signed Sam's name to this water

1 rights deed and did so pursuant to the Power of Attorney given to him by Sam (Trial Exhibit
2 23.17). The jurat is wrong. It was not signed on December 4, 2012.

3 Trial Exhibit 122 is a water rights deed recorded on December 28, 2012. It is dated
4 December 4, 2012. Sam individually and as executor of his mother's estate transfers water to the
5 Jaksick Family LLC. This transfer would have inured to the benefit of Wendy, not to her
6 detriment. Todd was not unjustly enriched. Todd had the legal right and authority to sign Sam's
7 name to this document pursuant to the Power of Attorney given to him by his father (Trial Exhibit
8 23.17).

9 The trial testimony revealed that these transfers of water rights were also part of the last-
10 minute estate planning of Sam. The transfers may have implemented Sam's intent as confirmed by
11 Pierre Hascheff's testimony, but later Kevin Riley encouraged and convinced Sam to change the
12 arrangement otherwise effectuated by Trial Exhibits 119, 120, 121, and 122. Nothing nefarious
13 occurred. Todd was being used as the "instrument" to effectuate Sam's intent that was formulated
14 as a result of legal advice given to him by Pierre Hascheff. Wendy suffered no damages as the jury
15 determined and Wendy is entitled to no equitable relief as a result of these water rights deeds. All
16 four of these deeds memorialized the testamentary intent of Sam Jaksick, not Todd.

17 I. Notary Concerns.

18 It is difficult to imagine how Sam could have accomplished so much in such a small
19 amount of time without mistakes, errors, and imprecise documentation. The testimony of Pierre
20 Hascheff concerning the stress and urgency of the matters that were handled in December 2012 is
21 clear and undisputed. Sam was adamant to get that estate plan revised and implemented before the
22 end of the year and Pierre Hascheff (while working for other clients as well) was working against
23 extremely stressful deadlines and under extremely pressing circumstances. Indeed, according to the
24 testimony of Todd, in addition to the estate plan, a multitude of other transactions were being
25 closed and handled during that strenuous, stressful month.

26 The Court has made two observations. First, the Court correctly noted that Wendy's
27 challenges, disputes, and complaints about the events and circumstances of December 2012 are
28 misplaced. **Wendy cannot sue Todd for what Sam did.**

1 The Court commented on that very topic during the jury trial. Wendy has not sued to set
2 aside any transfer. Wendy has sued for “unjust enrichment.” Wendy sued for damages. Damages
3 with respect to the Lake Tahoe house were not awarded. Sam is entitled to implement his desired
4 testamentary intent without misinterpretation or confabulation by Wendy. This Court was correct.
5 This was Sam’s business, not Todd’s.

6 The second observation was made on May 13, 2019, in which the Court expressed the
7 concern about the sloppiness of the documents that were prepared and executed in December
8 2012. The Court’s concern is not unjustified. However, the Court should remain cognizant of the
9 stressful, urgent, and immediacy of the legal work that was being done for Sam during that
10 stressful month. The stress, urgency, and immediacy of what was occurring in December 2012
11 made Todd the victim, not the villain. All of Sam’s decisions encumbered Todd. Todd was the
12 only one that could handle these complicated and stressful transactions that occurred in December
13 2012 because of Stan’s pending divorce proceedings, which Sam had serious concerns about. All
14 agree that Stan could have not been involved in these matters in December 2012 because of his
15 divorce proceedings. Hence, Todd had to carry the burden to be a vital component to
16 implementing Sam’s testamentary intent.

17 The notary book was lost. Todd had nothing to do with that. Jurats are wrong. Todd had
18 nothing to do with that. If “sloppiness” causes concern, it should not be directed at or to Todd.

19 **2. JANUARY-APRIL 2013.**

20 The events and circumstances that occurred between January and April 2013 are probative
21 of Sam’s involvement in his estate plan. During the crucial period of time, Sam did not object to
22 the language of the Second Amendment. Sam was making efforts to sell or manage the Lake
23 Tahoe house. He was aware of the specific provisions he had made in the Second Amendment and
24 was in the process of accomplishing those testamentary distributions. The pertinent events that
25 occurred during this important period of time are:

26 **a. Rental Management Agreement / Residential Lease.**

27 Sam entered into a Residential Lease effective January 1, 2013. This lease is probative of
28 Sam’s knowledge and intent. It confirms beyond any question that Sam fully intended to divest

1 himself and the Family Trust from any ownership interest in the Lake Tahoe house.

2 Trial Exhibit 23.16 is the Residential Lease. Sam agreed to pay \$22,000 per month to live
3 in the Lake Tahoe house as a tenant. He agreed to make his rent payments to the owner, Incline
4 TSS, Ltd. At that time (January 1, 2013) Sam was renting the Lake Tahoe house, knowing that it
5 was owned by Incline TSS, Ltd., which in turn was owned 50% by Todd's family trust and by the
6 TBJSC Trust.

7 Trial Exhibit 23.23 is the February 15, 2013 Rental Management Agreement. This
8 Agreement allows Tahoe Luxury Properties to manage the Lake Tahoe house. Significantly, Stan
9 signs the Management Agreement on behalf of the owner, Incline TSS. No objections, disputes or
10 concerns were expressed by Stan, Sam, Wendy or Todd about Stan acting on behalf of Incline
11 TSS, the owner of the Lake Tahoe house. Incline TSS had properly recorded its Articles of
12 Limited Liability Company and designation of Todd as its manager. All had notice of Todd's
13 exclusive management of Incline TSS in February of 2013.

14 **b. April Water Deeds.**

15 Trial Exhibits 123, 124 and 125 are correction water rights deeds. Todd testified
16 extensively about how these came about as did Pierre Hascheff. The testimony reveals that Kevin
17 Riley advised Sam that transferring water rights to Jaksick Family LLC was problematic. Mr.
18 Riley convinced Sam then to change the nature of the conveyances by changing the recipient of the
19 water rights that are subject also of Trial Exhibits 118-122.

20 With the advice of Pierre Hascheff and Kevin Riley, Sam changed the water rights deeds to
21 reflect Todd's family trust as the grantee instead of Jaksick Family LLC. Each of these correction
22 water rights deeds (Trial Exhibits 123, 124 and 125) are signed by Sam. There has never been a
23 question about the authenticity and legitimacy of Sam's signature on these correction water rights
24 deeds.

25 Todd's family trust became the grantee of these water rights to partially offset \$400,000 of
26 benefit to Wendy and \$250,000 received by Stan received from Thelma's estate that Todd did not
27 receive. The testimony disputes, contradicts and entirely eliminates any argument that Todd was
28 in any way unjustly enriched by the correction water rights deeds admitted into evidence as Trial

1 Exhibits 123, 124, 125. Moreover, Sam did this in April of 2013, **not Todd**.

2 Regardless, these correction water rights deeds were prepared by Pierre Hascheff even
3 though they were recorded in April with the return sent to Pierre Hascheff's successor, Nicholas
4 Palmer. These are documents negotiated by and between Sam and his attorney Pierre Hascheff.
5 Wendy has presented no evidence that Sam was under undue influence when he signed these
6 correction water deeds. Nor, has she presented any evidence that they are in any way invalid.
7 Once again, to the extent Wendy claims that Todd is the inappropriate beneficiary water rights, she
8 fails to present proof that the transfer of water rights between these grantors and Todd's family
9 trusts were without consideration and she presented no evidence that Todd in any way orchestrated
10 the creation and execution of these correction water rights deeds. Wendy's accusations are
11 supported by a complete absence of documentary or testimonial evidence.

12 **c. Gifts of 50% Toiyabe to Stan.**

13 Stan's divorce complicated and frustrated many of the desires Sam had regarding his estate
14 plan. However, Stan's divorce was completed on April 7, 2013. Immediately thereafter, Sam
15 completed the gift as contemplated by the Second Amendment. Sam gifted 50% of Toiyabe to
16 Stan, a gift to Stan with a value in excess of \$5 million dollars. That \$5 million certainly exceeds
17 the equity that was in the Lake Tahoe house then owned by Incline TSS. Stan became a 50%
18 owner of Toiyabe with the Family Trust owning the other 50%. The Family Trust was and is and
19 entitled to distributions from the sales of Montreux lots that, quite frankly, have never been made.
20 Stan has not accounted for the financial productivity of Toiyabe.⁷

21 **d. Sam's Untimely Death – 4/21/13.**

22 The community and the Jaksick family suffered a tremendous loss on April 21, 2013. Sam
23 died as a result of an accident. Wendy then charted a malicious, dangerous and vexatious course
24 of accusations. She accused Sam's wife Janene of killing Sam. Then, Janene died. She accused
25 Todd of murder. She accused Todd of killing Sam. She did so to embarrass and humiliate Sam's
26 son and wife.

27 _____
28 ⁷ Stan testified that 25 lots have been sold, yet the Family Trust has still received no money from
those sales.

1 Sam had nurtured Todd as a mentor and father. He relied on Todd more than any other
2 person. Sam wished Todd to be the only Trustee of the Issue Trust for obvious reasons. Neither
3 Stan nor Wendy could handle it. Sam intended for Todd to be a partner in many of Sam's
4 ventures. Unfortunately, that necessitated guarantees of substantial debt being executed by Todd.

5 When Sam died, his estate was facing over \$30 million dollars in debt. The testimony
6 proves that Todd, almost entirely by himself, used his good faith efforts to reduce debt so the
7 family could enjoy some portion of Sam's estate. Despite the tragic circumstances and appearance
8 of insurmountable debt, Todd and Stan began negotiating ways to get money to Wendy that she
9 was not entitled to receive under the provisions of the Family Trust. Wendy's gratitude has been
10 shown by a malicious and vexatious lawsuit rather than any form of gratitude. Wendy was
11 advanced over \$630,000. Her daughter Lexi was the only grandchild that received all funds to
12 which she is entitled from the Family Trust. Wendy portrays herself as a beneficiary that lived in
13 poverty. She didn't work. She simply existed in 2013, the same way she did prior to Sam's death,
14 that is by handouts from those who had enough concern about her to take care of her.

15 3. ADMINISTRATION OF FAMILY TRUST IN 2013.

16 The Court previously referred to the estate planning lawyers involved with Sam's Trusts as
17 the "Who's Who" of this community's best estate planning lawyers. Indeed, Maupin, Cox &
18 LeGoy ("MCL") more than deserve that accolade. MCL helped Todd and Stan administer the
19 Family Trust. They helped Todd administer the Issue Trust. They did so with the substantial
20 knowledge held by Kevin Riley, the Trusts' accountant and the Jaksick family accountant.
21 Maupin, Cox & LeGoy did not prepare the Trial Exhibit 14 the day after Sam died. The testimony
22 of Mr. LeGoy is clear and undisputed on that issue. Wendy's false testimony that she was forced
23 to sign an ACPA the day after Sam died is false. Her false testimony was given to create the false
24 impression that Wendy was somehow "duped" to sign the ACPA that allowed the insurance
25 proceeds to buy a 54% interest in Incline TSS.

26 Every step of the way, Todd was guided and consulted by attorneys at MCL, Kevin Riley,
27 the family accountant, and by his own knowledge and familiarity of Sam's business dealings and
28 testamentary intent. MCL, as one of this community's premier law firms specializing in estate

1 planning and estate administration, prepared all but three of the agreements and consents to
2 proposed actions ("ACPAs").

3 The initial Successor Co-Trustees, Kevin Riley, Stan and Todd, met weekly to discuss the
4 business affairs involving the assets and liabilities of Sam's Family Trust. Between April 21, 2013
5 and June 5, 2013, Kevin Riley and Bob LeGoy encouraged Todd to utilize the life insurance
6 proceeds to facilitate the Issue Trust's purchase of 54% of Incline TSS. MCL agreed with this
7 concept. Kevin Riley initiated and advocated that plan and result. Stan, Wendy and Todd agreed
8 to that result (*See* Trial Exhibit 14).

9 Throughout the balance of the year, neither Stan nor Wendy had any meaningful
10 complaints about the way Todd was administering the Family Trust and the Issue Trust. Todd
11 filed a creditor's claim with the estate in October 2013. Trial Exhibit 298. Wendy had access to
12 the creditor's claim. She realized that the Indemnification Agreements existed. She did not
13 complain. By the end of 2013, Wendy had seen the Second Amendment, had been informed about
14 the existence of the Indemnification Agreement and had signed five ACPAs by the end of the year.
15 Wendy now attempts to profess confusion, disorientation, and ignorance about the consequences
16 of her acts. This must be part of the Court's observation that Wendy lacks credibility. All three
17 filed and reviewed the October 2013 creditors' claims.

18 **4. 2013 ACPAs.**

19 Pursuant to the advice given to Stan, Todd and Kevin Riley by MCL, the Co-Trustees of
20 Sam's Family Trust created agreements and consents to proposed action documents "ACPAs" to
21 memorialize their important business decisions. Todd, Stan, and Kevin, with the advice of
22 counsel, created the ACPAs. The ACPAs pertain to important business decisions regarding the
23 administration of Sam's Family Trust and the administration by Todd of the Issue Trust.
24 Technically, the ACPAs were not necessary. The Co-Trustees of Sam's Family Trust had the
25 power under the language of the Trust document to do the business transactions that are mentioned
26 in and subject to the various ACPAs. Likewise, Sam gave Todd the unconditional power to
27 transact business on behalf of the Issue Trust without beneficiary approval. Sam's intent must be
28 respected. Sam gave the Successor Co-Trustees immense power to properly administer the Family

1 Trust. Sam gave Todd immense power to properly administer the Issue Trust. In effect, Wendy is
2 suing Todd, Stan, Kevin and Mike Kimmel for exactly what Sam authorized them to do.

3 **a. The June 5, 2013 ACPA.**

4 Regarding Wendy's knowledge of and signature on Trial Exhibit 14, Wendy resorts to
5 confabulation and obfuscation. She admits that her signatures appear on page 3 of the document.
6 The document identifies the managers and members of Incline TSS Ltd. There is no deceit or
7 confusion. Stan also admits that his signature appears on page 3 of Trial Exhibit 14. Wendy's
8 feeble effort to characterize the signature page on Trial Exhibit 14 as an "orphan page" is
9 disingenuous. Wendy signed the document with the date clearly reflected thereon on June 5, 2013.

10 This ACPA pertains to the SSJ's Issue Trust. Todd had the power, the right, the authority,
11 and Sam's consent to use the Issue Trust assets, including life insurance proceeds, any way he
12 desired appropriate. Had Todd made the decision to use the insurance proceeds to have the Issue
13 Trust purchase 54% of Incline TSS, he would've had the complete authority and consent from his
14 father to do so. That is the broad range of powers **Sam gave to Todd and Todd exclusively.**

15 Though Todd had the right and power to do what is referred to in Trial Exhibit 14, he
16 nonetheless had MCL prepare the agreement and consent to proposed action form. The meeting
17 occurred with Stan and Wendy. The document was discussed. Incline TSS is referred to as "The
18 Company." Todd is referred to as the Trustee of the Issue Trust. In paragraph 2(b), Stan and
19 Wendy consent to the use of the insurance proceeds to "pay off" a portion of the unsecured
20 promissory note executed by Incline TSS for the purchase of the Lake Tahoe house. This
21 constitutes **full disclosure.**

22 Furthermore, in paragraph 3 of this ACPA Wendy and Stan acknowledge and agree that
23 they intend that Todd "shall have no liability to" any beneficiary of the Issue Trust with respect to
24 the actions addressed in Trial Exhibit 14. The Court should respect the intent of ACPA Trial
25 Exhibit 14. The jury did. The jury found Todd had no liability whatsoever for misrepresentation,
26 breach of fiduciary duty, conspiracy or fraud with respect to this particular document. Wendy has
27 released Todd from any liability with respect to the use of the insurance proceeds to have the Issue
28 Trust purchase 54% of Incline TSS. Todd respectfully requests that this release be imposed and

1 enforced on Wendy. It is also crucial that Todd sign the document as a beneficiary. Therefore, in
2 his beneficiary/individual capacity, the jury found no liability for Todd as an individual with
3 respect to Trial Exhibit 14.

4 In December of 2018, the Court allowed Incline TSS Ltd. to be joined as a party. The
5 Court, however, did not allow the jury to consider awarding damages against Incline TSS Ltd. The
6 Court did not identify Incline TSS Ltd. in its jury verdict form as a party against whom the jury
7 could award damages. The implications are obvious. Incline TSS Ltd. was not a party against
8 whom the jury could award damages. Wendy has no claims in equity against Incline TSS. For the
9 reasons stated regarding ACPA, Trial Exhibit 14, should be ratified, approved, and enforced in all
10 respects in this case including a judgment in favor of Todd individually that Wendy has released
11 him from any liability regarding the business transaction discussed, consented to and approved in
12 Trial Exhibit 14.

13 **b. The July 16, 2013 ACPA.**

14 On July 16, 2013, Wendy, with complete knowledge and full understanding, executed Trial
15 Exhibit 15, the ACPA pertaining to the Bronco Billy's transaction. Wendy would have this Court
16 believe that she's not bound by this document. Wendy conflates and confabulates to avoid
17 responsibility for the documents about which she had full knowledge and executed freely and
18 voluntarily.

19 Trial Exhibit 15 refers to Sam's Second Amendment. By July 16, 2013, Wendy had been
20 provided the Second Amendment. The recitals informed Wendy that Sam made 6% gifts to Stan
21 and Todd. It clearly shows that Sam did not gift any stock in the Pioneer Group to Wendy.

22 Wendy consented to and approved the distribution of the proceeds derived from the 6%
23 sales activity to go to Stan and Todd. Despite having signed the ACPA, she sued Todd
24 individually for the Bronco Billy's transaction. Doing so has constituted an act that impeaches and
25 contradicts the document she signed. This ACPA (Trial Exhibit 15) also shows that the Family
26 Trust was to receive 25% of the 37% owned by the Family Trust. This ACPA was also prepared
27 by MCL and Todd signed it in his individual capacity as a beneficiary, as did Wendy. Wendy has
28 acknowledged that her signature is on page 4 of the ACPA and she should be bound by all of its

1 provisions.

2 The Court should adopt, ratify and approve this ACPA as binding on Wendy and
3 constituting a full and complete release by Wendy of Todd concerning any of the transactions
4 addressed in Trial Exhibit 15.

5 **c. The July 24, 2013 ACPA.**

6 Wendy signed Trial Exhibit 16. She has acknowledged that her signature appears on this
7 document. She has acknowledged that her daughter's signature appears on page 3 of the
8 document. Wendy is bound by this document.

9 It refers to Todd's Indemnification Agreement. Recital B informs Wendy that Todd
10 exercised his rights under the Indemnification Agreement. Wendy agreed. Wendy agreed and
11 consented that Sam's Family Trust could make payments owed by Todd on the Ag Credit and Met
12 Life loans. In paragraph 3, Wendy acknowledged, agreed, and specifically intended that her
13 signing of the ACPA (Trial Exhibit 16) would release Todd from any and all liability to any
14 beneficiary of the Family Trust. Respectfully, the Court must adopt, ratify and approve this ACPA
15 and enforce its provisions that Wendy has released Todd individually and as a Trustee from any
16 liability concerning his use of the Indemnification Agreement.

17 **d. The August 14, 2013 ACPA.**

18 Trial Exhibit 17 is an August 14, 2013 ACPA. This ACPA permits the Family Trust to
19 cover deficiencies of any other entity associated with the Family Trust. Seemingly innocuous, this
20 ACPA was not prepared by MCL but was utilized by Stan and Todd from a template provided by
21 MCL. Wendy has made no claims that the Family Trust has lent money to associated entities that
22 have violated her rights or her alleged entitlements. Nonetheless, this ACPA should be adopted,
23 ratified, and approved by the Court and judgment entered in favor of Todd with respect to
24 Wendy's release of Todd from and all liability that pertains to the proposed actions described in
25 Trial Exhibit 17.

26 **e. The August 26, 2013 ACPA.**

27 This ACPA pertains to the decision made to sell cattle on White Pine Ranch in order to pay
28 White Pine Ranch debt. Wendy signed it. Wendy does not contest her willingness to do so. She

1 asked that Duck Lake Ranch be joined as a defendant to address these issues. Duck Lake Ranch
2 was not a named party on the jury verdict. Duck Lake Ranch has apparently been dismissed.

3 Wendy's dispute is that Todd purchased some of the cattle by discounting a note owed to
4 Duck Lake Ranch. That constitutes a damage claim and the jury found in Todd's favor regarding
5 that claim. Wendy does not have standing to make an unjust enrichment claim because she's not
6 entitled to any of the proceeds derived from the sale of any of the cattle. Regardless, the August
7 26, 2015 ACPA itself is valid, binding, and enforceable. It should be ratified and approved by the
8 Court and Todd should be released from any and all liability with respect to the transactions
9 addressed by Trial Exhibit 18.

10 **5. THE 2014 ACPAs.**

11 **a. The January 31, 2014 ACPA.**

12 This ACPA pertains to the Supercub airplane. Wendy was permitted to amend her
13 Complaint to include Sammy's Supercub LLC as a named defendant. The jury verdict, however,
14 did not include Sammy's Supercub LLC as a named defendant. That claim was apparently
15 dismissed.

16 Wendy presented no evidence concerning the transactions subject of Trial Exhibit 19, the
17 January 2014 ACPA. Despite hyperbole otherwise, Wendy abandoned her claim concerning the
18 Supercub. Wendy signed this ACPA. The ACPA was prepared by MCL.

19 Notwithstanding Wendy's failure to present evidence concerning Trial Exhibit 19, the
20 Court should nonetheless adopt, approve and ratify this ACPA and enter judgment in Todd's favor
21 in accordance with paragraph 3 thereof that Wendy agrees that Todd should have no liability with
22 respect to the proposed actions taken in accordance with Trial Exhibit 19.

23 **b. The April 15, 2014 ACPA.**

24 Trial Exhibit 20 is an ACPA that pertains to a reservation of funds to pay tax obligations
25 due from the sale of cattle and White Pine Ranch's portion of the conservation easement. Wendy
26 presented no evidence that would suggest that this ACPA is in any way unenforceable. Wendy
27 agreed, in paragraph 3, to have no liability against Todd with respect to any of the business
28 transactions referred to and included in Trial Exhibit 20. This document should also be adopted,

1 ratified and approved by the Court and judgment entered in Todd's favor for releasing and
2 dismissing any claims Wendy may have under this document.

3 **c. The August 28, 2014 ACPA.**

4 On August 28, 2014, the parties to Trial Exhibit 21 agreed that the Family Trust could
5 borrow from the Issue Trust the approximate sum of \$225,000. The ACPA required that security
6 be provided. The Toiyabe stock was the agreed upon collateral. The agreement was prepared by
7 MCL. Wendy signed it. Wendy presented no evidence to suggest that this document should not
8 be approved, ratified, and enforced. Wendy has released Todd from any liability in paragraph 3
9 related to the transactions subject of Trial Exhibit 21 and this Court's judgment on her equitable
10 claim should reflect that Todd is completely released with respect to this transaction.

11 **d. The September 25, 2014 ACPA.**

12 Trial Exhibit 22 is an ACPA signed by Wendy. It informs Wendy of the facts, details and
13 circumstances of the Trusts' loan of \$115,000. It was agreed that the Quail Rock Lane residence
14 would be security for the loan. Wendy agreed to the transaction. Wendy signed the ACPA. MCL
15 prepared the ACPA. Wendy released Todd from any liability concerning any of the business
16 transactions addressed in Trial Exhibit 22. Accordingly, the Court should adopt, ratify, and
17 approve this ACPA as binding and enforceable. The judgment should release Todd from any
18 liability regarding the business transaction referred to in Trial Exhibit 22.

19 **6. THE 2015 ACPA.**

20 On or about November 13, 2015, Wendy executed Trial Exhibit 23, the November 13,
21 2015 ACPA. This ACPA reflects Wendy's approval that Stan can buy in to the Lake Tahoe house.
22 Wendy agreed that Stan could pay \$1,500,000 for 17.02% Class A Membership in Incline TSS.
23 The ACPA reflects knowledge Wendy possessed about Incline TSS, the SSJ Issue Trust, the
24 ownership of the Lake Tahoe house, and the ownership configuration of Incline TSS. It
25 constitutes a release signed by Wendy releasing Todd as Trustee and as an individual from any
26 liability concerning the proposed actions addressed in Trial Exhibit 23. MCL prepared the
27 document. Wendy admits signing the document. Wendy admits that her daughter signed the
28 document. Todd signed as a beneficiary and a Trustee. Wendy has presented no evidence which

1 would challenge the enforceability of this ACPA. The Court should adopt, ratify and approve
2 Trial Exhibit 23 and enter judgment against Wendy confirming that she has released Todd from
3 any liability whatsoever concerning the topics and transactions address therein.

4 This ACPA provides Wendy with full and complete knowledge concerning the ownership
5 configuration of Incline TSS. Moreover, the correspondence reflected in Trial Exhibits 23.31-
6 23.46 reflect the depth and wealth of Wendy's complete and fully knowledge concerning the
7 ownership and administration of Incline TSS. Wendy's testimony otherwise is erroneous.
8 Wendy's testimony that emails and texts were fraudulent fabricated defies reality and depicts
9 Wendy as a witness without any semblance of credibility. The 2015 APCA is a detailed
10 explanation that precisely outlines the ownership configuration of Incline TSS. She is bound by
11 that knowledge and can't reject or deny it by claiming that texts and emails were fabricated.

12 7. INDEMNIFICATION AGREEMENTS.

13 It remains unclear what Wendy's claims are concerning Todd's Indemnification
14 Agreement. Trial Exhibit 11 is the Indemnification Agreement Pierre Hascheff prepared at Sam's
15 insistence. Pierre Hascheff testified extensively about Sam's intent concerning the
16 Indemnification Agreement, Trial Exhibit 11.

17 Sam intended to protect Todd. While Wendy did not like or accept Pierre Hascheff's
18 testimony concerning Sam's intent, there is no evidence to suggest that Sam did not intend to
19 completely indemnify Todd for any debt he may sustain personally or otherwise as a result of
20 Todd's guarantying \$20,000,000 of Sam's debt. See **Exhibit No. 5**, the chart showing debt
21 guaranteed by Todd.

22 Because Todd and Sam worked so closely together and were so intimately involved in
23 business transactions, Sam induced Todd to guaranty in excess of \$20 million dollars of debt. See
24 Exh. 5.

25 Sam was concerned that Todd and his family would be financially destroyed if these
26 creditors pursued Todd individually on those guaranties. Hence, the Indemnification Agreement.
27 Wendy lacks standing to challenge the Indemnification Agreement. It was prepared and signed in
28 2007, effective as of January 1, 2008. It was a decision made by Sam. The decision was

1 effectuated by Pierre Hascheff.

2 While Wendy challenges orphan pages, signatures and format, she has not presented any
3 evidence that Sam did not sign the Indemnification Agreement. Indeed, the only reliable
4 testimony concerning that is the testimony of Pierre Hascheff and the expert opinions of Jim
5 Green. (See Trial Exhibit 220). Mr. Green has confirmed that Sam signed the Indemnification
6 Agreement. Pierre Hascheff has explained Sam's position and reason. The Co-Trustees approved
7 the Family Trust payment of Todd's personal debt as required by the Indemnification Agreement.
8 (Trial Exhibit 16).

9 Throughout the trial, Todd consistently took the position that the validity and enforceability
10 of the Indemnification Agreement are issues left solely and exclusively to the sound discretion of
11 the Court. The evidence upon which the Court can rely to enforce Todd's Indemnification
12 Agreement is substantial, if not overwhelming. Sam wanted to protect Todd. That evidence is
13 undisputed. Pierre Hascheff drafted the document in accordance with Sam's directions. The
14 Trustees accepted the Indemnification Agreement in Trial Exhibit 16. Wendy signed the
15 applicable ACPA acknowledging the existence, propriety and use of Todd's Indemnification
16 Agreement, because Todd still remains **personally** liable on the Ag Credit and Metlife loans. He
17 guaranteed that loan in accordance with Sam's wishes.

18 Wendy's attack on the Indemnification Agreement is another example of how she has tried
19 to exploit her position to the detriment of Todd's financial welfare and in violation of Sam's
20 testamentary intent. The Court can also rely on the manner in which Kevin Riley has carefully
21 documented, with full disclosure, all payments made on Todd's behalf and how he has booked
22 those as "loans" to Todd from the Family Trust until this Court determines that the
23 Indemnification Agreement is valid. Stan testified that Todd should be indemnified for ranch
24 debts.

25 The Court also has Todd's and Pierre Hascheff's testimony on which it should rely. The
26 Court can discern the intent and utility of the Indemnification Agreement by scrutiny of the
27 settlement reached by Todd and Stan. Trial Exhibit 457 is an acknowledgment by Stan and Todd
28 that their Indemnification Agreements are sound, appropriate, enforceable and equitable.

1 The Court can easily determine by a preponderance of the evidence Sam's intent was to
2 protect Todd and Stan. Sam's intent is memorialized in the Indemnification Agreements. There
3 has been no abuse of the Indemnification Agreements by either Stan or Todd, the Co-Trustees, or
4 Kevin Riley.

5 Accordingly, the Court should adopt, ratify and approve Todd's Indemnification
6 Agreement. It was presented to Sam's estate in Todd's creditor's claim (Trial Exhibit 298) to
7 which no one objected. Todd's creditor's claim is uncontested. Any dispute concerning Todd's
8 Indemnification Agreement is barred by the applicable Statute of Limitations, Laches, and Waiver.
9 The legal argument pertaining to these positions is set forth hereinbelow.

10 **8. TODD'S CONDUCT (INDIVIDUALLY) RE: ISSUE TRUST/TSS.**

11 Wendy has argued, arguments supported by no evidence, that Sam, **not Todd**, should not
12 have created Incline TSS and should not have allowed it to purchase the Lake Tahoe house. The
13 Court is aware and has correctly made comment to the affect that Wendy has no right to challenge
14 Sam's conduct, decisions, actions, and agreements. Sam wanted to protect the Lake Tahoe house
15 and ranches (Eagleville and 49 Mountain) above all other assets. The testimony was clear that the
16 Lake Tahoe house was the crown jewel of Sam's estate. Sam did not want that asset to go to
17 creditors, be subjected to tax or be lost or damages due to Wendy's abuses. Stan, Todd, Bob
18 LeGoy, and Pierre Hascheff testified without dispute or contradiction that Sam did not want
19 Wendy to benefit from, or have any interest in, the Lake Tahoe house. For that reason alone,
20 Wendy's claims concerning Incline TSS and Todd's management of the Issue Trust should be
21 rejected.

22 Also, Wendy has no standing to make an unjust enrichment claim regarding the Lake
23 Tahoe house. In 2010, Sam decided (**not Todd**) to create Incline TSS. In 2010, Sam (**not Todd**)
24 decided that Todd's Family Trusts would be the exclusive owners of Incline TSS. Sam was
25 hopeful that Stan's divorce would resolve and that Stan could also participate in the ownership of
26 Incline TSS. Indeed, TSS is an acronym that stands for "Todd, Stan, Sam." There is no "W"
27 (Wendy) in Incline TSS.

28 Sam, **not Todd**, created the option for Incline TSS to purchase the Lake Tahoe house for

1 the sum of \$7.2 million dollars. Sam, **not Todd**, decided with Pierre's advice, that it could not be
2 done with a secured note through which Incline TSS purchased the Lake Tahoe house from SSJ
3 LLC. The deed of trust would have been an asset upon which creditors could have seized.

4 Sam (**not Todd**) determined the purchase price. Sam (**not Todd**) determined the terms of
5 the note (Trial Exhibit 23.20). Sam (**not Todd**) decided that Todd's two family trusts would each
6 be 50% owners of Incline TSS.⁸

7 Sam (**not Todd**) decided that Incline TSS should exercise its option in December, 2012.
8 The exercise of that option would remove the Lake Tahoe house from the reach of Sam's creditors.
9 It would remove the asset from being taxed as a component of Sam's estate. It would allow Stan
10 the opportunity to sell Montreux lots and generate sufficient funds (through his 50% ownership) to
11 buy into the ownership of the Lake Tahoe house as contemplated by the 2015 ACPA (Trial Exhibit
12 23).

13 Todd is guilty of following his father's advice. Todd is guilty of honoring his father's
14 intent. Todd has done with the Lake Tahoe house exactly what his father wanted him to do. He
15 owned it through Incline TSS. He allowed the Issue Trust to become the 54% owner. He is
16 allowing Stan to buy in as contemplated by Sam.

17 SSJ LLC owed B of A \$6.3 million dollars. SSJ no longer owes any money to B of A.
18 Through Todd's acumen, efforts, and labor, the \$6.3 million dollar debt owed by SSJ LLC to B of
19 A is now paid in full. The consideration paid by Incline TSS was to eradicate, eliminate and pay
20 the debt owed by the seller (SSJ) by the buyer (Incline TSS). The suggestion that no consideration
21 supports Incline TSS's ownership of the house is ridiculous and absurd. The suggestion that no
22 consideration exists with regard to the original ownership configuration is irrelevant minutia. Sam
23 desired that Todd's trusts own Incline TSS and that intent was implemented and exercised in 2010.

24 Wendy cannot challenge that decision and transaction implemented and exercised by Sam with
25 Pierre Hascheff's advice and supported by Kevin Riley's decisions.

26 Wendy's counsel and expert have been critical of the business decision made by Todd and

27
28 ⁸ Because of Sam, from 2010 through June of 2013, Incline TSS was 50% owned by the Todd
Jaksick Family Trust and 50% by Todd's children's trust, i.e., the TBJSC Trust.

1 Stan and Wendy to have the Issue Trust purchase 54% of Incline TSS. The evidence is
2 uncontradicted. The testimony that Mr. Wallace relied on is that the Lake Tahoe house has an
3 approximate fair market value of \$18 million dollars. If sold, the Issue Trust's share of that \$18
4 million dollars would be \$9,720,000. That is, the Issue Trust's investment of \$5 million dollars
5 has a resulted in the Trust's interest now having a value of nearly twice that amount, i.e.
6 \$9,720,000.

7 Any suggestion that the Issue Trust's investment in the Lake Tahoe house was imprudent,
8 improper or wrong, defies logic, common sense, and illogical inferences from the evidence
9 presented in this trial. The Issue Trust has profited immensely by Todd's decisions which were
10 supported by Stan and Wendy.

11 Wendy has failed to challenge the credibility of the testimony given with respect to the
12 Issue Trust buy in. It was a decision supported and proposed by Kevin Riley, Bob LeGoy, Stan,
13 and Pierre Hascheff. Todd's testimony also supports this decision and Todd's management has
14 resulted in the Issue Trust having an asset worth more than \$9 million dollars which is primarily a
15 result of Todd's management.

16 **9. SAM'S ESTATE PLAN/WENDY'S \$4 MILLION DOLLAR**
17 **BENEFIT/TRIAL EXHIBIT 561.**

18 Attached hereto as **Exhibit No. 6** is a demonstrative drawing shown to the jury during
19 Todd's testimony. (Trial Exhibit 561). Wendy has indicated that this drawing revealed the
20 amounts to which she might be entitled and was seen by her for the first time during the trial. On
21 May 13, 2019, the Court characterized Trial Exhibit 561 as one of the more "striking features of
22 evidence" that was testified to at trial revealing to Wendy for the very first time "there was four
23 million dollars coming to her". See Exh. 6.

24 Contrary to Wendy's representations and the Court's comments, Trial Exhibit 561 shows
25 that Wendy knew for years what Sam intended with his entire estate plan. Sam's "entire estate
26 plan" is not limited or restricted to the Issue Trust or Family Trust. Wendy received other benefits
27 of which she full and complete knowledge separate and apart from her entitlements under the
28 Family Trust and Issue Trust. What Sam intended with his entire estate plan included the BHC

1 Trust, Wendy's Subtrust in Jack Rabbit, Wendy's involvement in the Jaksick Family LLC and the
2 cash she received to date. Each must be analyzed in terms of timing and content.

3 **a. Sam's Family Trust.**

4 Wendy's argument that she learned at trial for the first time to what she might be entitled to
5 under the Family Trust is simply wrong. Wendy has been involved in multiple conversations
6 about her entitlement under the Family Trust. She began meeting with Todd and Stan as early as
7 April 2013 concerning the composition of debt and assets in the Family Trust. The accountings
8 were provided to Wendy. She had access to Kevin Riley and Bob LeGoy at any time she desired.
9 She knew that debt had to be paid before the primary beneficiaries could receive distributions. She
10 participated in business decisions involving ten ACPAs which provided her with substantial
11 information concerning her entitlements in the Family Trust. She was represented by counsel as
12 early as 2013. She hired Brian Kelly. Kelly was given the three-ring binder. Thereafter, attorneys
13 at MCL were providing information to Dana Dwiggin, Wendy's prior counsel.

14 Discovery commenced in this case in March 2018. Wendy's counsel asked Kevin Riley,
15 Pierre Hascheff, Stan, and Todd a multitude of questions concerning the composition and nature
16 and scope of the Family Trust. Wendy's suggestion that Wendy first learned about her potential
17 inheritance from the Family Trust was when Trial Exhibit 561 was revealed to the jury is simply
18 wrong. Wendy has been fully advised and received complete information concerning the assets of
19 the Trusts for the past three years. Wendy was not surprised at trial by Trial Exhibit 561
20 concerning her entitlements of the Family Trust. Todd testified that Wendy will likely receive
21 somewhere around \$4 million dollars from the entire estate left to her, assuming litigation costs
22 don't entirely exhaust what few assets are left for distribution from the Family Trust. Wendy had
23 access to all Co-Trustees of the Family Trust. Wendy had access to her attorneys, Bob LeGoy and
24 Kevin Riley. Mr. Riley was a Co-Trustee until the end of July 2013. Wendy had and took
25 advantage of her access to Co-Trustee Stan. According to Stan's testimony, **nothing** was
26 concealed from Wendy. Stan testified that he gave Wendy **all** of the information she desired and
27 that he, as a Co-Trustee, made full and complete disclosures to Wendy concerning the
28 composition, structure, and scope of the Family Trust.

1 Trial Exhibit 561 was **not** a surprise to Wendy insofar as the Family Trust is concerned.

2 **b. Wendy BHC Trust.**

3 Wendy's 13% interest in the BHC Trust is not an asset of the Family Trust. It is a
4 completely different and distinct holding. As of December 17, 2012, the Family Trust owned 39%
5 of the Bright Holland Company (BHC). As mentioned herein, Sam gifted 13% of Bright Holland
6 to each of his three children. Wendy, Stan and Todd each received 13% of the Bright Holland
7 Company. Wendy still owns 13% of the Bright Holland Company, by and through her BHC Trust.
8 Todd estimated Wendy's 13% interest in BHC to be worth approximately \$350,000. This comes
9 as no surprise to Wendy. She has been in discussions with Stan, who has disclosed all of the
10 pertinent information concerning the BHC Trust. Kevin Riley has reported to her concerning the
11 business and financial activities of BHC. Wendy's suggestion that she first learned of the value of
12 her 13% interest in BHC at trial is completely contrary to, and inconsistent with, the testimony
13 given by Todd and Stan. Moreover, the Trustee to Wendy's BHC Trust is Mr. Riley, **not Todd**.

14 **c. Jack Rabbit – Wendy's Subtrust.**

15 Also depicted on Trial Exhibit 561 is a circle reflecting Wendy's separate and distinct
16 Subtrust in which she owns a portion of Jack Rabbit. She has been advised throughout discovery
17 and before during meetings with her brothers of the business activities of Jack Rabbit. Wendy's
18 Subtrust is an entity that owns Wendy's shares. The Trustees of Wendy's Subtrust are Todd and
19 Stan. Stan has testified that he has kept Wendy completely and thoroughly advised of all the
20 activities, business values, and interests Wendy has in Jack Rabbit. Stan's testimony completely
21 refutes any suggestion that Wendy learned of the approximate \$850,000 value for the first time at
22 trial. Wendy knows better.

23 **d. Cash to Date.**

24 Wendy cannot convincingly state that she learned for the first time that she has received
25 over \$630,000 from Stan and Todd since her father's death in April of 2013. This was not
26 evidence disclosed for the first time at trial. Wendy has known of each and every distribution she
27 asked for and received. Wendy's counsel were fully and completely aware of the disbursements
28 made to Wendy. Neither the Court nor Wendy have any legitimate evidentiary reason to believe

1 that Wendy learned of her \$630,000 of cash received “for the first time” at trial when Trial
2 Exhibit 561 was discussed.

3 **e. Jaksick Family LLC.**

4 This family limited liability company is the residue of the Thelma Jaksick estate. It also
5 received gifts from Sam in 2013. The Jaksick Family LLC is managed by Stan Jaksick. As
6 manager, Stan has testified that he has kept the members of the Jaksick Family LLC (Todd, Stan
7 and Wendy) fully and completely advised of its activities. It was a temporary holder of certain
8 water rights. It is now the beneficiary of any sales that might occur of Montreux Golf Club
9 memberships now held and owned by Montreux Golf Club Holdings.⁹

10 The Jaksick Family LLC is a company that owns the residue of Thelma Jaksick’s estate. It
11 also includes Sam’s shares gifted to the Family LLC. Stan, not Todd, operates that LLC. To the
12 extent Wendy has not received disbursements from the Family LLC, Stan is the one that owes the
13 credible explanation, not Todd.

14 If Wendy learned for the first time in the trial that her interest in the Jaksick Family LLC is
15 approximately \$800,000 Wendy should be more critical of Stan because of his control of the
16 Jaksick Family LLC assets. Todd has no control over the Montreux Golf Club memberships. He
17 cannot provide accountings to Wendy for memberships that are sold by Stan and not disclosed to
18 Todd. Wendy knew of her 1/3 ownership interest in Jaksick Family LLC for the past six years.
19 She is aware of the activities in which that company has been involved and is aware of the fact that
20 it exists only as a residue of the Thelma Jaksick estate. She did not learn of this interest or its
21 value “for the first time” during the jury trial.

22 **f. The Issue Trust.**

23 Wendy knew of her beneficiary status with respect to the SSJ Issue Trust. She always has.
24 She knew of her beneficiary status in the SSJ Issue Trust within days after Sam died.

25 Wendy knew that the Issue Trust owned the Eagleville Ranch and the 49er Mountain
26 Ranch. She took advantage of those assets by visiting the ranches on multiple occasions in
27

28 ⁹ Sam gifted his ownership in Montreux Golf Club to the Jaksick Family LLC.

1 accordance with Todd's cooperation.

2 The evidence shows that Wendy wanted to buy into the Lake Tahoe house with the funds
3 that she might receive from the Bronco Billy's stock. She knew that the Issue Trust had utilized
4 the insurance proceeds to purchase a 54% interest in Incline TSS which owned the Lake Tahoe
5 house since December 28, 2012. She wanted to buy in. She obviously knew that the Lake Tahoe
6 house had substantial value when she expressed her desire to buy into the Lake Tahoe house.

7 Moreover, Wendy approved Stan's buy-in to Incline TSS when she signed, freely and
8 voluntarily, Trial Exhibit 23, the ACPA approving Stan's buy-in. Trial Exhibit 23 shows the value
9 attributed to Stan's desired purchase of 17.02% at \$1,500,00 (which included a minority discount).
10 Wendy knew of the value of the Issue Trust's ownership of the Lake Tahoe house.

11 Stan's buy-in failed. He refused to guarantee the B of A loan. Since March of 2014, Todd,
12 and only Todd, has personally guaranteed the B of A loan. Wendy has used the Lake Tahoe house
13 more than any other. She has not guaranteed any debt. Only Todd is personally at risk.

14 It is disingenuous and utterly false for Wendy to contend that for the first time she learned
15 of the potential value of the Lake Tahoe house during the trial. That is simply not true. She has
16 been involved with the Lake Tahoe house since June of 2013. She approved the use of the
17 insurance proceeds for the Issue Trust's purchase of a majority ownership of the entity that owns
18 the Lake Tahoe house. She wanted to buy into the Lake Tahoe house even though it was clear that
19 Sam never wanted her to have an ownership position in the Lake Tahoe house because of her
20 reckless financial behavior. Wendy's counsel exhaustibly went into appraisals during discovery
21 concerning the value of the Lake Tahoe house. The appraisals reach back to the year 2010.
22 Wendy knew of those values. It is completely and utterly false for Wendy to argue that for the first
23 time she knew of the potential value in the Lake Tahoe house during the jury trial.

24 In the argument that Wendy first learned of a potential \$4 million dollar inheritance from
25 **all** aspects of Sam's entire estate plan was first learned during trial is simply false. Trial Exhibit
26 561 did not come as surprise to anyone. Todd's responsibility was honored in all respects with
27 each of the six components of Sam's entire estate plan that provides Wendy with potential benefit.

28 Todd cannot be blamed for Stan's failure to disclose. Todd should not be blamed for

1 Kevin Riley's "alleged" failure to disclose. Todd disclosed. Stan disclosed. Perhaps for the first
2 time Wendy saw the clarity of how Sam dealt with his **entire estate plan**. As reflected on Trial
3 Exhibit 561, Todd's testimony, and the accountings, the estimated values for each component are:

- 4 (a) Family Trust – Approximately \$1,000,000;
- 5 (b) BHC Trust – Approximately \$350,000;
- 6 (c) Jackrabbit – Approximately \$850,000;
- 7 (d) Cash – Approximately \$631,000;
- 8 (e) Jaksick Family LLC – Approximately 800,000; and
- 9 (f) Issue Trust – No less than \$300,000 value of her use and occupancy.

10 Todd's estimates are not news to Wendy. If Wendy saw this quantification for the first
11 time in trial, she should have serious concerns about Stan and her own lawyers.

12 **10. TODD'S RELIANCE ON PROFESSIONALS.**

13 Todd testified repeatedly that many of his decisions were predicated on discussion with
14 Co-Trustees, lawyers, Kevin Riley and appraisers. Todd often referred to this combination of
15 professionals as "the team." At the May 13, 2019 hearing, the Court expressed concern. The
16 Court is unsettled about Todd's "dependence upon a [and] deflection to others."

17 Despite the Court's concern, the Court properly instructed the jury on Todd's duty to rely
18 on professionals with respect to his administration of the Trusts. Todd, as well as Stan, Mike
19 Kimmel or Kevin Riley, relied on the advice of professionals in their capacities as Co-Trustees
20 charged with administering the Family Trust. The law is clear. A trustee is allowed to delegate
21 functions concerning investment and management of trust assets. A trustee is allowed to trust the
22 advice of professionals. The law is clear that Todd, as a Trustee, **cannot** be held liable to
23 beneficiaries for a professional's decisions or actions provided that Todd, Stan, Mike and Kevin
24 exercise reasonable care in selecting the professional. The Court has commended MCL and
25 rightfully so. MCL is the one that provided Todd, Stan, Mike and Kevin, with legal advice on how
26 to administer the Family Trust. MCL has helped administer the Issue Trust. A better estate
27 planning law firm cannot be found in this community.

28 Todd's "deflection" is evidence of Todd's compliance with his duties to obtain sound,

1 legitimate, professional advice to help Todd in his Trustee capacities. To have done otherwise
2 would have been an egregious violation of his fiduciary duties to seek the assistance, guidance and
3 advice of professionals. Todd did not “deflect”. Todd relied on professionals. To do so in
4 accordance with the law on which the jury was instructed as set forth in Jury Instruction No. 11,
5 attached hereto as Exh. 3.

6 The Court is also concerned about Todd’s “personal motivations” when serving as Trustee.
7 All trustees who also are named as beneficiaries are blessed with an inherent conflict. Todd’s
8 personal motivations were activated by documents Sam prepared. Sam prepared Todd’s
9 Indemnification Agreement and to the extent Todd relied on Sam’s Indemnification Agreement,
10 Todd’s personal motivations were consistent in that regard with Sam’s intent. First and foremost,
11 Sam intended to protect Todd and Stan. Todd fully disclosed the Indemnification Agreement and
12 sought permission from the beneficiaries and Co-Trustees that the Trust pay in accordance with
13 the Indemnification Agreement. Whether that constitutes “personal motivation” is debateable. To
14 have not honored Sam’s intent would have been a violation of Todd’s duties.

15 Other conceivable “personal motivations” might include transactions involving the cattle
16 and the Supercub airplane. Both were exposed to, disclosed to, and approved by the primary
17 beneficiaries and Co-Trustees. The personal motivation was something that was governed by the
18 sound advice of MCL and approved by both Co-Trustees and primary beneficiaries.

19 Todd did not create a personal motivation with regard to the Lake Tahoe house. The
20 evidence is undisputed. Sam created the estate plan which resulted in Todd’s Trusts owning 100%
21 of Incline TSS. Todd did not make that decision, Sam did. To the extent Todd has personal
22 motivations regarding the Lake Tahoe house, everything he did with respect to the administration
23 of that asset was completely consistent with Sam’s intent and governed by advice from Kevin
24 Riley, MCL, Nicholas Palmer and Pierre Hascheff.

25 Most important is that the jury did not assess damages against Todd for any alleged
26 “personal motivations” or for “deflection” to others. The jury found nominal damages of \$15,000.
27 Whatever concerns the Court has concerning personal motivations and deflection to others has
28 been addressed by the jury and after being exposed to an overwhelming amount of evidence, the

1 jury found unanimously that Todd did nothing wrong as an individual respondent in this case. The
2 Court should adhere to the spirit and intent of the jury's verdict.

3 **IV.**

4 **LEGAL ANALYSIS**

5 Todd's requested relief on the pending equitable claims are:

- 6 1. Wendy's unjust enrichment/constructive trust claims be denied;
- 7 2. All ACPAs be ratified and approved;
- 8 3. Todd's Indemnification Agreement should be ratified and approved;
- 9 4. The Tahoe House transfers and transactions be deemed valid;
- 10 5. The no contest clause be enforced against Wendy; and
- 11 6. Todd's request for attorney's fees be resolved pursuant to motion with oral
12 argument and Wendy's attorney's fees be denied.

13 *The Court should be mindful that Wendy has not brought a quiet title action against the*
14 *Family Trust, SSJ LLC or Incline TSS. The Court is also reminded that Wendy initiated these*
15 *claims by contending that the Second Amendment was forged, the Indemnification Agreement was*
16 *forged, the Option Agreement was forged, the Notice of Exercise of Option was forged, her emails*
17 *were fabricated and her texts were authored by someone other than herself. The Court has*
18 *rightfully noted that Wendy has personal and credibility problems. Her serious credibility*
19 *problems are probative that her claims against Todd individually are meritless and abusive.*

20 **A. WENDY CANNOT PREVAIL ON HER CLAIMS FOR UNJUST ENRICHMENT**
21 **AND CONSTRUCTIVE TRUST**

22 **1. A FINDING IN WENDY'S FAVOR WOULD VIOLATE THE SEVENTH**
23 **AMENDMENT.**

24 Under the Seventh Amendment of the United States Constitution, "no fact tried by a jury
25 shall be otherwise re-examined in any Court of the United States, than according to the rules of
26 common law." U.S. Const. amend. VII. Nevada has recognized that its courts are bound by the
27 Seventh Amendment. *See Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev.
28 1102, 1111-12, 197 P.3d 1032, 1038 (2008).

A party's Seventh Amendment rights are violated when a court "disregard[s] a jury's

1 finding of fact.” *Acosta v. City of Mesa*, 718 F.3d 800, 828-29 (9th Cir. 2013) (internal quotations
2 omitted). “Thus, in a case where legal claims are tried by a jury and equitable claims are tried by a
3 judge, and the claims are based on the same facts, in deciding the equitable claims, the Seventh
4 Amendment requires the trial judge to follow the jury’s implicit or explicit factual
5 determinations.” *Id.* (Internal quotations omitted).

6 To be binding, the jury’s findings must be on issues “common” to both legal and equitable
7 claims. *Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc.*, 908 F.3d 313, 343 (8th
8 Cir. 2018). “If the jury’s findings were on a common issue, the court, in fashioning equitable
9 relief, may take into account facts that were not determined by the jury, but it may **not** base its
10 decision on factual findings that conflict with the jury’s findings.” (Emphasis added.) *Id.* at 344.
11 This means that this Court cannot “apply[] equitable doctrines on the basis of factual predicates
12 rejected, explicitly or implicitly, by a jury verdict.” *Haynes Trane Serv. Agency, Inc. v. Am.*
13 *Standard, Inc.*, 573 F.3d 947, 959 (10th Cir. 2009); *see also Avitia v. Metro. Club of Chicago, Inc.*,
14 49 F.3d 1219, 1231 (7th Cir. 1995) (holding that “a judge who makes equitable determinations in a
15 case in which the plaintiff’s legal claims have been tried to a jury is bound by any factual findings
16 made or inescapably implied by the jury’s verdict”). Here, the jury inescapably found that Todd
17 did nothing wrong and did not damage Wendy in any way as an individual.

18 Wendy admits that the underlying basis for her claims for unjust enrichment and
19 constructive trust are all of the factual issues she has previously asserted in the jury trial. She has
20 not identified any **new** or **different** basis on which she seeks relief. After weeks of evidence and
21 testimony, the jury found that Todd, as an individual, did not engage in any wrongful conduct.
22 The jury’s verdict in favor of Todd as an individual implicitly and expressly rejected Wendy’s
23 claims that Todd, individually, has caused her harm. To find that Todd was somehow unjustly
24 enriched on the same facts and evidence already rejected by the jury will contravene Todd’s
25 Seventh Amendment rights.

26 **2. TODD IS NOT LIABLE FOR ANY ACTS OF A NOTARY PUBLIC.**

27 The jury heard and rejected Wendy’s argument that Todd is somehow liable for the notarial
28 errors on the documents. However, this Court noted that it still has concerns regarding the conduct

1 of the notaries employed by Pierre Hascheff and Sam. Under NRS 240.150(2), the employer of a
2 notary public is only liable for acts committed by the notary *if* “(a) the notary public was acting
3 within the course and scope of . . . her employment at the time the notary public engaged in the
4 misconduct,” *and* (b) “[t]he employer of the notary public consented to the misconduct of the
5 notary public.” Any questionable conduct done by these notaries does not, and cannot, justify an
6 award of damages against Todd as an individual because he was not the employer of the notaries at
7 the time they performed the acts which may give this Court concern.

8 The concerns Wendy raised about Jessica Clayton’s notarial performance occurred during
9 the time periods when she was employed by **Sam**. The evidence and testimony at trial established
10 that **Sam**, not Todd, asked Jessica to notarize the documents at issue. Furthermore, there was no
11 evidence at trial that Todd ever consented to Jessica’s failure to keep her notary books. The same
12 is true for Nanette Childers. The evidence at trial established that Nanette’s notarial acts which
13 Wendy questions occurred when Nanette was employed by **Pierre Hascheff**, and not Todd.

14 The fact that Todd later employed both Jessica and Nanette is not sufficient to warrant civil
15 penalties. In order to award civil penalties, both Jessica and Nanette had to have been acting with
16 the course and scope of their employment **with Todd at the time of the act**, and the evidence at
17 trial conclusively established that this was not the case. *See* NRS 240.150(2).

18 **2. WENDY CANNOT PREVAIL ON THE MERITS ON HER UNJUST**
19 **ENRICHMENT CLAIMS.**

20 **a. No Benefits Were Conferred by Wendy.**

21 To prevail on her claim for unjust enrichment, Wendy must demonstrate that Todd and the
22 Trustees received “a benefit which in equity and good conscience belongs to another.”
23 *Leasepartners Corp. v. Robert L. Brooks Trust* Dated Nov. 12, 1975, 113 Nev. 747, 755, 942 P.2d
24 182, 187 (1997) (internal quotations omitted). Unjust enrichment requires that the “**plaintiff**
25 confer[] a benefit on the **defendant** [.]” *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev.
26 371, 381, 283 P.3d 250 (2012) (emphasis added).

27 A party cannot assert an unjust enrichment claim “where the benefit was conferred by a
28 third party rather than a plaintiff.” *Hogan Lovells US LLP v. Howrey LLP*, 531 B.R. 814, 827

1 (Bankr. N.D. Cal. 2015). Instead, “the benefit must be conferred **directly** from the plaintiff to the
2 defendant, not through a third party.” *In re Auto. Parts Antitrust Litig.*, 29 F. Supp. 3d 982, 1025
3 (E.D. Mich. 2014) (emphasis added) (internal quotations omitted); *see also Schmidt v. Ford Motor*
4 *Co.*, 972 F. Supp. 2d 712, 721-22 (E.D. Pa. 2013) (“The ‘benefit’ must be conferred by the
5 plaintiff directly – indirect benefits bestowed by third parties will not support a claim for unjust
6 enrichment.”).

7 Wendy has not identified any benefit that she transferred **directly** to Todd or the Trustees.
8 Instead, she vaguely argues that maybe some former Trust assets have been transferred to Todd or
9 the Trustees. But a transfer from the Family Trust or Issue Trust is not a direct transfer from
10 Wendy, especially without evidence that Wendy was entitled to receive that asset at all.

11 Even if this Court could construe it as such, Wendy would still need to demonstrate that the
12 assets transferred would have been directly payable to her beneficial interest and would not have
13 been used to pay down Trust debts and obligations as provided in the trust instruments.

14 **b. Todd Never Directly Received Any Benefit.**

15 Just as the plaintiff must be the one who actually confers the benefit, the defendant must be
16 the one who actually **receives** it. *Certified Fire Prot. Inc.*, 128 Nev. at 381, 283 P.3d at 257; *see*
17 *also Dzielak v. Whirlpool Corp.*, 26 F. Supp. 3d 304, 330-31 (D.N.J. 2014) (dismissing a claim for
18 unjust enrichment because the benefit was not conferred directly on the defendant, but on an
19 intermediary party). Wendy has not identified any benefit that Todd directly received as an
20 individual. The benefits Wendy has identified were received by entities and trusts in which Todd
21 or his family may have an interest, but she has not asserted claims against these entities. Absent
22 evidence that Todd, himself, individually, directly received any benefit, Wendy’s claim for unjust
23 enrichment fails.

24 **c. Wendy’s Unjust Enrichment Claim is Barred Because the Trust is a Contract.**

25 “A trust is best defined as a contract or fiduciary relationship between a holder of property .
26 . . and one or more trustees.” *France v. Thermo Funding Co., LLC*, 989 F.Supp.2d 287, 294
27 (S.D.N.Y. 2013); *see also Key v. Tyler*, ____ Cal. Rptr. ____, No. B283979, 2019 WL 1748577,
28 at *22 (Cal. Ct. App. Apr. 19, 2019) (“A declaration of trust constitutes a contract between the

1 trustor and the trustee for the benefit of a third party.” (Internal quotations omitted)). This is
2 because “express trusts,” like the Family and Issue Trust here, “are voluntary trusts created by
3 contract.” *Matter of Chaney*, 596 B.R. 385, 403 (Bankr. N.D. Ala. 2018); *see also Hartford Fire*
4 *Ins. Co. v. Columbia State Bank*, 334 P.3d 87, 91 (Wash. Ct. App. 2014) (“Express trusts are those
5 trusts which are created by contract of the parties and intentionally.” (Internal quotations omitted)).

6 Because the Family Trust and Issue Trust are contracts, Wendy cannot assert a claim for
7 unjust enrichment. *Leasepartners Corp. v. Robert L. Brooks Trust Dated November 12, 1975*, 113
8 Nev. 747, 755, 942 P.2d 182, 187 (1997) (“An action based on a theory of unjust enrichment is not
9 available where there is an express, written contract . . .”). Accordingly, Wendy cannot recover
10 on her claim.

11 **d. Wendy’s Claim for Unjust Enrichment Will Result in a Double**
12 **Recovery.**

13 In Nevada, “a plaintiff can recover only once for a single injury even if the plaintiff asserts
14 multiple legal theories.” *Elyousef v. O’Reilly & Ferrario, LLC*, 126 Nev. 441, 444, 245 P.3d 547,
15 549 (2010). In her petition, Wendy asserts that her claim for unjust enrichment is premised on the
16 “breaches of fiduciary duty, the misapplication of property of the Trusts, the creation and reliance
17 on invalid Purported Indemnification and other invalid documents . . .” First Amended Counter
18 Petition, ¶ 93. However, Wendy has already recovered for this harm under the jury’s award of
19 \$15,000 to her on her breach of fiduciary claim. She is not entitled to a double recovery merely
20 because she seeks to remedy the same harm under a different legal theory.

21 **e. Wendy Cannot Prevail On Her Claim For a Constructive Trust.**

22 A constructive trust arises where (1) there is a “confidential relationship” between the
23 parties, (2) “retention of legal title by the holder thereof against another would be inequitable,” and
24 (3) “the existence of such a trust is essential to the effectuation of justice.” *Waldman v. Maini*, 124
25 Nev. 1121, 1131, 195 P.3d 850, 857 (2008). As with Wendy’s unjust enrichment claim, Wendy
26 appears to seek a double recovery. Her claim for a constructive trust is based upon the same facts
27 and allegations as her claim for unjust enrichment. First Amended Counter Petition, ¶ 93.
28 However, Wendy has already recovered for this harm under the jury’s award of \$15,000 to her on

1 her breach of fiduciary claim. She cannot get both damages *and* the property.

2 **B. THE ACPAs ARE VALID AND ENFORCEABLE.**

3 **1. REFUSING TO ENFORCE THE ACPAs WILL VIOLATE THE**
4 **SEVENTH AMENDMENT.**

5 As set forth above in the discussion concerning Wendy's unjust enrichment and
6 constructive trust claims, the enforceability of the ACPAs also falls squarely within the parameters
7 of the Seventh Amendment. A substantial portion of the fraud claim that Wendy tried to the jury
8 concerned the ACPAs, and the jury unanimously rejected Wendy's arguments and found in favor
9 of Todd, both as a trustee and as an individual.

10 As this Court may recall from settling jury instructions, Wendy sought damages based on
11 several types of fraud, including concealment (i.e., nondisclosure) and intentional
12 misrepresentation. To find that the ACPAs are unenforceable now overturns the jury's implicit
13 finding that Todd did not conceal information from Wendy and/or that Todd did not lie to Wendy.
14 Accordingly, these agreements must be enforced.

15 **2. THE ACPAs' RELEASE LANGUAGE MUST BE UPHELD.**

16 Because of the broad powers granted to the trustees under Nevada law, the ACPAs were
17 not required for the trustees to take the actions discussed in those documents. Under the Family
18 Trust and the Issue Trust, the trustees could have taken the actions without ever seeking Wendy's
19 consent. *See* (Trial Exhibit 9; Trial Exhibit 10). However, the testimony at trial established that
20 the ACPAs were sought due to the trustees' rightful premonition that no matter what they did,
21 Wendy would sue them for it. For this reason, the ACPAs all contain language releasing Todd
22 from liability for the very actions for which Wendy now seeks to recover against him. *See* Trial
23 Exhibits 16-25.

24 The release language in the ACPAs should be upheld. Under Nevada law, Wendy's
25 argument that *she* did not understand what she was signing is not sufficient to rescind a contractual
26 release of liability. *Oh v. Wilson*, 112 Nev. 38, 39-40, 910 P.2d 276, 277-78 (1996). The mistake
27 must either be mutual, or Wendy's mistake must have been known by Todd at the time of signing.
28 *Id.* The evidence at trial overwhelmingly established that the mistake was not mutual. Todd knew

1 what the ACPAs contained. Furthermore, there was no evidence to support Wendy's claim that
2 Todd knew she was operating under a mistaken belief. Had there been, the jury would have found
3 in favor of Wendy on her fraud claims for concealment and/or nondisclosure, and it did not.
4 Accordingly, the ACPAs should be enforced against Wendy and her claims against Todd must be
5 denied given her contractual release of liability.

6 **C. THE INDEMNIFICATION AGREEMENT IS VALID.**

7 **1. WENDY RELEASED TODD FROM LIABILITY.**

8 Because the ACPAs are valid and enforceable, any of Wendy's remaining claims that are
9 based upon the Indemnification Agreement against Todd must be denied because she contractually
10 released Todd from liability in the ACPA presented to this Court as Trial Exhibit 16. However,
11 even if she hadn't, the Indemnification Agreement is a valid contract.

12 **2. THE INDEMNIFICATION AGREEMENT IS VALID.**

13 For a contract to be enforceable, there must be an "offer and acceptance, meeting of the
14 minds, and consideration." *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 378, 283
15 P.3d 250, 255 (2012). When the particular contract at issue is one for contractual indemnification,
16 the duty to indemnify "is not subject to equitable considerations; rather it is enforced in accordance
17 with the terms of the contracting parties' intent." *United Rentals Hwy. Techs. v. Wells Cargo*, 128
18 Nev. 666, 673, 289 P.3d 221, 226 (2012) (internal quotations omitted).

19 Wendy's first argument was that the Indemnification Agreement was invalid because it was
20 a forgery. However, she has presented no evidence to support that allegation, and Todd's expert
21 found that the signature on the Indemnification Agreement belonged to Sam.

22 Wendy's second argument is that her father either did not know what he was signing or did
23 not intend to indemnify Todd. However, the only witness qualified to testify as to Sam's intent
24 regarding the Indemnification Agreement was Pierre Hascheff, and he testified that Sam
25 unquestionably intended for Todd to be indemnified. Even with the various drafts of the
26 Indemnification Agreement that Wendy presented, she was unable to point to a single piece of
27 evidence to refute Pierre Hascheff's testimony that Sam intended to enter into the Indemnification
28 Agreement, that Sam knew what it contained, and that Sam consented to any edits made to that

1 agreement.

2 The Indemnification Agreement meets all the requirements of a valid contract. The
3 evidence is unrefuted that Sam intended to indemnify Todd. Wendy's arguments that this results
4 in a "windfall" to Todd are equitable considerations that are not appropriately considered in
5 enforcing an indemnification agreement. *United Rentals Hwy. Techs.*, 128 Nev. at 673, 289 P.3d
6 at 226. Accordingly, the Indemnification Agreement must be enforced.

7 **D. THE TAHOE HOUSE TRANSFER IS VALID.**

8 **1. WENDY RELEASED TODD FROM LIABILITY.**

9 Because the ACPAs are valid and enforceable, any of Wendy's remaining claims that are
10 based upon the Tahoe House transaction against Todd must be denied because she contractually
11 released Todd from liability in the ACPA presented to this Court as Trial Exhibit 14. However,
12 even if she hadn't, the Tahoe House was validly transferred.

13 **2. WENDY DID NOT ASK THIS COURT TO QUIET TITLE.**

14 Wendy is essentially asking this Court to quiet title in the Tahoe House without complying
15 with any of the procedural requirements to do so. Although NRS 40.010 is silent on the elements
16 of a claim for quiet title, Wendy is still required "to plead and prove . . . her own claim to the
17 property in question" and must "show that its claim to the property is superior to all others in
18 order to succeed on a quiet title action." *Deutsche Bank Nat'l Trust Co. v. SFR Investments Pool*
19 *1, LLC*, ___ F.3d. ___, ___ 2019 WL 96428 (D. Nev. Jan. 3, 2019) (discussing Nevada's quiet
20 title law) (internal quotations omitted). Wendy has not done so.

21 First, not all parties with an interest in the Tahoe House are parties to this litigation,
22 effectively prohibiting this Court from setting aside or quieting title, as not all members of Incline
23 TSS are parties.

24 Second, Wendy has not established that the Tahoe House transfer was invalid. Nothing in
25 the Family Trust prohibited Sam from transferring assets out of his trust. Sam had the authority to
26 transfer trust assets, and Sam unquestionably had authority to transfer the Tahoe House to SSJ
27 LLC.

28 Third, Wendy has not established that SSJ LLC did not have the authority to sell the Tahoe

1 House to a third party.

2 Fourth, Pierre Hascheff's testimony concerning Sam's intent to transfer the Tahoe House
3 out Sam's estate is undisputed. Wendy did not present any evidence to refute Pierre Hascheff's
4 testimony to that effect.

5 Fifth, Wendy did not present any evidence suggesting that any of the transfer documents
6 were a forgery. To the contrary, Todd's expert found these documents to contain the signature of
7 Sam.

8 Sixth, Wendy clearly does not understand the law of consideration. She claims that
9 assuming debt is "getting something for nothing." Again, this is not true. "Assumption of a debt
10 is valid consideration for the transfer of property." *Thornton v. Wolf*, 958 So. 2d 131, 133 (La.
11 App. Ct. 2007). Todd assumed the loan on the Tahoe House. Wendy did not assume any
12 obligation to pay on that loan. Stan was supposed to, but subsequently refused to assume any debt.
13 As a result, Todd and his family trusts took on an obligation to pay \$7.2 million dollars. That is
14 not "getting something for nothing."

15 Seventh, as Trustee of the Issue Trust, Todd had the power to use the life insurance
16 proceeds – which were property of the Issue Trust, and not Wendy individually – to buy into
17 and/or invest in other assets. Trial Exhibit 10. He did not need Wendy's permission to do this.
18 But, more importantly, he was also not required to do this. The members of Incline TSS could
19 have been simply Todd's family trusts to this very day. Instead, Todd chose to bring the Tahoe
20 House back into the family and include Wendy and Stan.

21 Finally, Wendy claims that the life insurance proceeds went into Todd's "pocket." This is,
22 again, blatantly false. Todd got **nothing** in exchange for the use of the life insurance proceeds.
23 Todd, personally, has no interest in Incline TSS. His family trusts did not receive one penny of the
24 life insurance proceeds. The benefit that was received by the use of those proceeds was received
25 by the Issue Trust, of whom Wendy is a beneficiary, because the Issue Trust is now the majority
26 member of Incline TSS.

27 To the extent that Wendy claims Todd's conduct in using the life insurance proceeds was
28 the result of non-disclosure or fraud, those arguments have already been soundly rejected by the

1 jury. To find to the contrary would violate the Seventh Amendment. Because there is no evidence
2 that the transfer is invalid, the Tahoe House transaction must be upheld.

3 **E. WENDY’S CLAIMS ARE BARRED BY THE NO-CONTEST CLAUSE.**

4 Under NRS 163.00195(1), this Court has a duty to enforce a no-contest clause contained in
5 a trust. Unless Wendy can demonstrate that she had “probable cause” to challenge the trust
6 instrument, the trusts no-contest clauses must be enforced against her. NRS 163.00195(4). NRS
7 163.00195 was amended by the 2019 Legislature, to define “probable cause.” *See* A.B. 286.
8 “Probable cause” is defined as “where, based upon the facts and circumstances available to the
9 beneficiary who commences such legal action, a reasonable person, properly informed and
10 advised, would conclude that the trust, the transfer of property into the trust, and any document
11 referenced in or attached to the trust or any other trust-related instrument is invalid.” *Id.*

12 Wendy claims that the Second Amendment to the Trust is a forgery, yet she never had a
13 handwriting expert evaluate Sam’s signature. She never spoke to Pierre Hascheff prior to this
14 litigation to question him about the validity of the Second Amendment. She never spoke to
15 anyone involved to determine whether the Second Amendment was a valid statement of Sam’s
16 intent. Instead, she blindly accused Todd of forging her father’s signature.

17 “Forgery” is one of Wendy’s favorite accusations, as the trial testimony established. If she
18 did not like what something said, it was a forgery. She even accused others of altering her **own**
19 statements that she later became embarrassed by, and she admitted this fact on the stand. Thinking
20 that a signature looks suspicious is not probable cause. And while Wendy knew that her father
21 underwent heart surgery around the time that the Second Amendment was signed, the probable
22 cause standard is not based merely on what Wendy knew. It is also based on what she should have
23 known had she conducted the most minimal inquiry, i.e. what a “reasonable person, properly
24 informed and advised” would have known.

25 The one question that this Court must ask regarding probable cause is why Wendy
26 previously demanded that the Second Amendment be complied with, if she had probable cause to
27 challenge it? If Wendy truly believed that her father’s signature was invalid, why did Wendy
28 earlier demand that Lexi be given her \$100,000 gift under the Second Amendment?

1 Furthermore, Wendy focused heavily on the various signature pages and drafts of the
2 Second Amendment at trial. This Court reviewed those various pages and drafts to note that the
3 drafting of this document resulted in some sloppiness. But **Wendy did not have those versions**
4 **or drafts on the date she challenged the Second Amendment.** All that Wendy had was the
5 Second Amendment and an email containing the Second Amendment's signature page. Those two
6 documents are not probable cause to challenge an entire testamentary scheme.¹⁰

7 Accordingly, Wendy should unquestionably have the no contest clause of the Family Trust
8 enforced against her.

9 **F. WENDY'S CLAIMS ARE BARRED BY THE STATUTE OF LIMITATIONS.**

10 Wendy's claim for unjust enrichment concerning the Lake Tahoe house is time-barred
11 because Wendy knew, or should have known, of this claim as of July 2013. Claims for unjust
12 enrichment must be brought within four years. *In re Amerco Deriv. Litig.*, 127 Nev. 196, 228, 252
13 P.3d 681, 703 (2011); NRS 11.220.

14 The deed transferring the Tahoe House from SSJ, LLC to Incline TSS was recorded on
15 December 28, 2012, placing Wendy on inquiry notice that Incline TSS was the owner of the home.

16 Wendy signed the Agreement and Consent to Proposed Action ("ACPA"), at the latest, in
17 June 2013, relating to the life insurance proceeds. The ACPA specifically identifies Incline TSS
18 as the "Company" that owns the Tahoe House. The ACPA clearly specifies that the Issue Trust,
19 **and not Stan or Wendy**, would be acquiring an interest in the Tahoe House in exchange for the
20 use of the proceeds of the life insurance policy. In that same document, **Wendy agreed to release**
21 **any and all claims related to the Tahoe House.** This Court must presume that Wendy knows
22 and has read the content of the contracts she signs. *Campanelli v. Conservas Altamira, S.A.*, 86

23
24 ¹⁰ Wendy's lack of probable cause is established by the magnitude and number of false accusations
25 Wendy has made throughout these proceedings. Wendy argued that the Second Amendment was
26 forged. Wendy argued that the Indemnification Agreement was forged. Wendy argued that the
27 Notice of Option was forged. Wendy contends that the Notice of Exercise of Option was forged.
28 Wendy claims that her own signatures were forged. Wendy claims that her emails and texts were
doctored and authored by persons other than herself. Wendy never honored the spirit and intent of
Rule 11 by hiring a handwriting expert to determine whether any of her false accusations had
merit.

1 Nev. 838, 841, 477 P.2d 870, 872 (1970).

2 Wendy attempts to claim the opposite in this litigation. If the document is not favorable to
3 her, it is either a forgery or something she did not read or understand. Unfortunately for Wendy,
4 multiple other writings from her reveal that she was well aware of her claims against Todd for the
5 Tahoe House over four years prior to her assertion of any claim in this litigation.

6 On January 18, 2014, Wendy texted Todd and admitted that the Tahoe "house isn't even
7 part of the estate." This text reveals that Wendy was aware that the Family Trust was not an owner
8 of the Tahoe House, and that, by implication, Wendy could not possibly own a third of the home.

9 On March 13, 2014, Todd emailed Wendy and Stan about using the "ssj issue funds [to]
10 pay[] down the debt from approx. 7,200,000 to 2,400,000" on the Tahoe House. Todd attached a
11 worksheet created by Kevin Riley to the email which stated "percentage ownership" of the home.
12 That percentage ownership sheet specifically notes that the home would be owned: (1) 23.51% by
13 the Todd B Jaksick Family Trust, (2) 22.72% by the TBJ SC Trust, and (3) 53.76% by the SSJ
14 Issue Trust.

15 On March 17, 2014, Todd emailed Wendy and Stan and informed them that the Tahoe loan
16 refinance closed and that they could "request the bank to consent to allow ssj issue to be a incline
17 TSS partner for 53+%." Nowhere in this email is ownership by Wendy mentioned.

18 On April 14, 2014, Wendy texted Todd and informed him that she "will own [her] fair
19 share of the tahoe house!" This text again demonstrates that Wendy was aware that she was not
20 personally an owner of the Tahoe House.

21 On May 21, 2014, Wendy emailed Todd and informed him that him that she wanted "an
22 accounting of where the 6 mil Insurance has gone. If it paid off tahoe I want to know ownership
23 Percentages and how much the different entities paid for their ownership." This email
24 demonstrates that (1) Wendy knew the insurance money was applied to Tahoe, and (2) Wendy
25 knew that Tahoe was owned by "entities," and not herself individually.

26 On May 28, 2014, Wendy emailed Kevin Riley and stated:

27 I am having trouble understanding where the accounting for the 6 million life insurance is.
28 I know we put much of that into tahoe home and I think Todd has the rest. I would like
some documentation that 1/3rd of that insurance money was to benefit my portion and if it

1 went into tahoe, how much my contribution gave me in ownership.

2 On that same date, Kevin Riley responded and informed her that she was never the
3 beneficiary of the life insurance policy and was not entitled to 1/3 of the proceeds. Instead, the
4 SSJ Issue Trust was the beneficiary. Kevin Riley further explained that Todd, as Trustee, was
5 prohibited from transferring assets out of the Issue Trust to Wendy.
6

7 On that date, May 28, 2014, Kevin Riley specifically informed Wendy about the Tahoe
8 House ownership:

9 The life insurance proceeds were used to refinance the \$6.3m mortgage on the tahoe home.
10 Since the insurance proceeds were only \$6m and the debt was \$6.3m it was not possible to
11 pay it off . . . Sam was ultimately able to place the 49 mountain property, the Eagleville
ranch and a **54% interest in the Tahoe House into this trust.**

12 Giving Wendy the benefit of the doubt, it is possible that she simply did not understand
13 what she was repeatedly told. But statutes of limitations are not tolled merely because someone
14 does not “understand” the nature of their claims. The statute begins running when the “injured
15 party discovers or **reasonably should have discovered** facts supporting a cause of action.”
16 *Petersen v. Bruen*, 106 Nev. 271, 274, 792 P.2d 18, 20 (1990) (emphasis added). “The focus is on
17 the [plaintiff’s] knowledge of or access to facts rather than on her discovery of legal theories.”
18 *Massey v. Litton*, 99 Nev. 723, 728, 669 P.2d 248, 252 (1983). Wendy clearly had access to facts
19 supporting her claim, **at the latest**, on May 28, 2014. However, the evidence is clear that Wendy
20 knew, or should have known, by January 2014.
21

22 Wendy’s claim for unjust enrichment was required to be filed by January 2018, and Wendy
23 did not file a petition containing this claim until February 2018. Repeatedly throughout this case,
24 Wendy argues that **she** did not discover her claims because “Wendy is not sophisticated in
25 business, estate planning and trusts.” But, statutes of limitations are not tolled merely because
26 someone does not “understand” the nature of their claims. The statute begins running when the
27
28

1 “injured party discovers or **reasonably should have discovered** facts supporting a cause of
2 action.” *Petersen v. Bruen*, 106 Nev. 271, 274, 792 P.2d 18, 20 (1990) (emphasis added). The law
3 across the country is clear that the standard for the discovery rule governing when a limitation
4 period runs is an objective, and not a subjective one. *See, e.g., Pettinger v. Carroll*, 912 N.W.2d
5 305, 308 (N.D. 2018) (“Courts use an objective standard for the knowledge requirement under the
6 discovery rule, . . . without regard to the plaintiff’s subjective beliefs.”); *Keller v. Armstrong*
7 *World Indus., Inc.*, 107 P.3d 29, 38 (Or. App. 2005) (“However, a plaintiff’s subjective belief is
8 not determinative of the question of what a reasonable person should have known about the
9 elements of a statute of limitations, because that issue is determined using an objective standard.”);
10 *Hidden Creek, L.P. v. Lower Salford Twp. Auth.*, 129 A.3d 602, 607 (Pa. Commw. Ct. 2015)
11 (“The standard of reasonable diligence is objective, not subjective.”).¹¹

14 “The focus is on the [plaintiff’s] knowledge of or access to facts rather than on her
15 discovery of legal theories.” *Massey v. Litton*, 99 Nev. 723, 728, 669 P.2d 248, 252 (1983).
16 Wendy clearly had access to facts supporting her claim, **at the latest**, on May 28, 2014, barring her
17 claims for relief against Todd.

18 Furthermore, Wendy does not provide this Court with any evidence to support her
19 statements regarding her subjective lack of understanding. The arguments raised in her opposition,
20 without citation to extrinsic evidence, are not sufficient to create a genuine issue of material fact.
21 *See Certain Underwriters at Lloyd’s, London v. Inlet Fisheries, Inc.*, 370 F. Supp. 2d 974, 977 (D.
22 Alaska 2004) (“Statements by counsel in briefs do not constitute evidence and can neither sustain
23 nor defeat a motion for summary judgment.”). In fact, Wendy testified at her deposition and
24 during trial that she is actually a very sophisticated businessperson. Accordingly, Wendy’s claim
25 is clearly barred by the statute of limitations.

26
27 ¹¹ This is the law in Texas. *See Estate of Jobe v. Berry*, 428 S.W.3d 888, 903 (Tex. App. 2014)
28 (“The inquiry into whether the plaintiff should have discovered the injury is objective and not an
inquiry into the plaintiff’s subjective belief . . .”) (internal quotations omitted)).

1 **G. ATTORNEY FEES.**

2 **1. TODD'S ATTORNEY FEES / ORAL ARGUMENT REQUESTED.**

3 The issue of whether Todd is entitled to attorney fees under his offer of judgment has been
4 fully briefed and submitted to this Court. It is not an issue properly before this Court in a closing
5 argument brief. However, should this Court desire that the briefs on attorney fees be
6 supplemented, Todd will be happy to provide any additional information or authority that this
7 Court may desire. Also, Todd respectfully requests oral argument on his motion for fees. The
8 offers were legitimate settlement gestures. Wendy never specified what Todd did wrong in his
9 individual capacity, as opposed to his role as Trustee. "Individual" liability was never shown to
10 exist. The jury confirmed **NO** liability against Todd.

11 The Court has expressed concern that Todd's two \$25,000 Offers of Judgment served on
12 Wendy did not appear to invite an appropriate "settlement." The jury's Verdict argues otherwise.
13 Wendy sued Todd in his individual capacity. She did so in a Counter-Petition and Amended
14 Counter-Petition that provides no specificity, detail or particularity as to what Todd did
15 individually as opposed to his role as Co-Trustee or Trustee of the Issue Trust. Discovery never
16 provided any guidance as to what specific acts, conduct or omissions Todd committed for which
17 he would be liable to Wendy. Wendy did the same vague, ambiguous and indefinite pleading
18 against Mike Kimmel as an individual, Kevin Riley as an individual and Stan Jaksick as an
19 individual.

20 Clearly, there was no evidence presented by Wendy that separated Todd's conduct as an
21 individual from Todd's conduct as a Co-Trustee or Trustee of the Issue Trust. The \$25,000 Offer
22 made in the Family Trust case and the \$25,000 Offer of Judgment made in the Issue Trust case
23 were indeed good faith offers to "settle" a claim. Evidence of the value and propriety of that
24 amount is confirmed by the jury's Verdict. Todd was exonerated entirely and completely by the
25 jury on Wendy's claims against him as an individual. Why then would \$50,000 not be an
26 appropriate settlement. Her denial has cost Todd and the Trusts hundreds of thousands of dollars
27 in fees when in fact the two \$25,000 Offers of Judgment were good faith offers to "settle" claims
28 that had no substance, no evidentiary backup and no definitive allegations or accusations which

1 could have led Todd to believe in good faith that he had exposure on Wendy's claims against him
2 as an individual.

3 **2. WENDY'S ATTORNEY FEES.**

4 Wendy includes a "claim" for attorney fees in her equitable petition. In Nevada, attorney
5 fees might be a portion of special damages, but they are not a separate claim for relief.
6 Furthermore, Wendy has not presented any evidence as to what the amount of her fees may be for
7 Todd to adequately brief this issue.

8 Regardless, Wendy's claim appears to be based upon the provisions in the Trusts that
9 award fees to the prevailing party. Wendy has not prevailed on any claim against Todd,
10 individually, and, therefore, she is not entitled to any award of fees.

11 **V.**

12 **TODD AND SAM'S JOINT EFFORTS TO PROTECT THE JAKSICK FAMILY**

13 **A. The Life and Intent of Sam Jaksick.**

14 As the Court noted, Sam Jaksick was a prolific, smart and successful businessman in the
15 local community. His accomplishments are too numerous to specify. But, to accomplish what he
16 did, Sam borrowed heavily in his efforts to amass a substantial estate.

17 None of Sam's pre-death endeavors can be challenged by Wendy. Sam, with the advice of
18 very capable counsel, entered into relationships with Todd and Todd's Trusts so that Todd and
19 Stan could enjoy ownership of various entities and enterprises. The fact that Sam was a 49%
20 owner in various investments reveals a desire to implement a shrewd investment plan so that when
21 the estate was "valued" for tax purposes it would enjoy a minority discount.

22 The recession was unkind to the Jaksick family. Values fell. Debt did not. As a result, the
23 assets owned by the Family Trust were in a state of stress by the time Sam passed away.

24 Sam's testamentary intent was to provide for all three of his children. The evidence is
25 undisputed that Wendy received gifts, houses, cars, horse facilities, businesses, and equestrian
26 event financing. Sam was funding Wendy while he was alive (*see* Trial Exhibit 27.J about how
27
28

1 Sam had four houses and three associated with Wendy).¹² He paid for Wendy horses, cars, health
2 insurance, vacations, monthly living expenses, business ventures, horses and equestrian events,
3 cosmetic surgeries, all Luke's expenses, bought her property, monthly bills, etc. – Luke/Lexi also
4 got gift of Shakey's stock, Wendy got Montreux Golf Club gift (it went to Jaksick Family LLC).
5 Wendy also received her BHC share as a gift. No one challenges Sam's generosity with respect to
6 Wendy. Wendy only challenges Sam's generosity with respect to Todd.

7 The same is true of Stan. No one complains about the generosity Sam displayed for Stan.
8 Stan is the recipient of Sam's generosity with respect to the 50% gift of Toiyabe (which is the most
9 valuable, debt-free asset of the Family Trust). It has provided Stan with a generous salary over the
10 years. Stan was also the recipient of Sam's gifts and generosity with respect to Jackrabbit, Bright
11 Holland, Bronco Billy's, Montreux Golf Club and Toiyabe. Again, no one challenges the motive
12 Sam had to gift substantial assets and sums of money to Stan.

13 Wendy has presented no evidence that would suggest that the following were devised and
14 executed by Sam Jaksick freely and voluntarily with a clear mind and purposeful testamentary
15 intent:

- 16 (1) Creation of Incline TSS Ltd;
- 17 (2) Allowing Incline TSS to have an option in 2010 to purchase the Lake Tahoe house;
- 18 (3) Allowing Incline TSS to be owned 100% by Todd's Trust;
- 19 (4) Creating an indemnification agreement to protect Todd from **any and all** liabilities that
20 might arise from Todd's association with Sam in various business ventures;
- 21 (5) Gifting Todd an ownership interest in Duck Lake;
- 22 (6) Gifts to each of his three children of BHC stock (equally);
- 23 (7) Selection of Todd as the exclusive and only Trustee of the Issue Trust;
- 24 (8) Selection of Todd as the person to exercise the Durable Power;
- 25 (9) Selection of Todd as the only one to have a power of attorney giving Todd full and
26 complete rights to conduct transactions on behalf of Sam; and

27
28 ¹² See Trial Exhibit 27.J where Sam complains about having to pay four mortgages, three of which
are for Wendy alone.

1 (10) Trusting Todd to take care of Stan's potential benefit that Stan was to receive after his
2 divorce was completed.

3 The Court has expressed complements about Sam's business acumen and success as a
4 rancher, developer and business person. The complements are appropriate and well deserved.
5 But, those complements also reveal that Sam was appropriately astute and wise to trust Todd to
6 operate the family businesses. While Wendy complains about certain consequences of Sam's
7 testamentary intent, she, like no other, is rewarded substantially by the Second Amendment to the
8 Family Trust. It eliminated the \$1.5 million-dollar deduction from Wendy's inheritance. That
9 instrument provided for Luke to receive 20% of Wendy's share. That instrument provided for her
10 daughter Lexi to receive a \$100,000.00 payment. **But that instrument warned Wendy that if**
11 **she challenged the Second Amendment, she was to receive nothing.** Wendy has shown nothing
12 but contempt with respect to Sam's testamentary desire and intent.

13 Todd was guaranteeing debt on assets in which he had no benefits to or involvement.
14 Todd's sin was guaranteeing to repay the debt and keep the interest current. For example,
15 Montreux needed money. So, Sam put debt on the ranches and Todd and Sam guaranteed the
16 debt, but the cash went to Montreux. Montreux did not pay the debt back – Sam and Todd did.
17 Todd got nothing in return. (Todd testified to this.)

18 To make the Issue Trust operate properly, Todd and Sam had to cross-collateralize all their
19 loans and transfer the debt off the Issue Trust property and onto other assets owned by Todd and
20 Sam. The properties that were put into the Issue Trust had significant value and could have easily
21 covered the debt obligations. But, when Sam and Todd gifted their ownership to the Issue Trust,
22 those assets were no longer available to service or secure the debt. Neither Stan nor Wendy gifted
23 anything to the Issue Trust.

24 From a purely business standpoint, that was not a sound decision because Todd is still
25 living with debt. However, on the positive side, it achieved Sam's goal of protecting those assets,
26 which are now owned by the Issue Trust.

27 \$5 million of the \$6.3 million of the Lake Tahoe house debt also went into Montreux
28 owned by Stan and Sam. Stan, without contributing anything to the Issue Trust, received

1 substantial benefit from Sam and Todd's borrowing activities. Only Todd remains personally
2 liable.

3 Todd and Sam were a team – if they needed something, or if the family needed money,
4 they worked on ideas to generate income, including Todd picking up his family and moving to
5 another home to help market the Montreux development.

6 **VI.**

7 **CONCLUSION**

8 Without exception, applicable authority in Nevada statutory law requires the Court to first
9 and foremost honor the testamentary intent and desires of the grantor, Sam Jaksick. "We construe
10 trusts in a manner effecting the apparent intent of the settlor." *In re Connell Living Tr.*, 134 Nev.,
11 Adv. Op. 73, 426 P.3d 599, 602 (2018). *Matter of Fund for Encouragement of Self Reliance*, 135
12 Nev. Adv. Op. 10, 440 P.3d 30, 31 (2019). We agree and recognize that "a basic tenet in the
13 construction of trusts is to ascertain the intent of the settlor and to give effect to this intent."
14 *Arellano v. Bisson*, 847 So.2d 998, 1000 (Fla. 3d DCA 2003) (citing *Bacardi v. White*, 463 So.2d
15 218, 221 (Fla. 1985)). *Sibley v. Estate of Sibley*, No. 3D18-2027, 2019 WL 1461325, at *3 (Fla.
16 Dist. Ct. App. Apr. 3, 2019). Generally, this Court's primary objective in construing a trust
17 instrument is to ascertain the settlor's intent. *Langer v. Pender*, 2009 ND 51, ¶ 13, 764 N.W.2d
18 159; *Alerus Fin., N.A. v. W. State Bank*, 2008 ND 104, ¶ 21, 750 N.W.2d 412; *Matter of Estate of*
19 *Schmidt*, 1997 ND 244, ¶ 13, 572 N.W.2d 430. *Tr. of Roger S. Linn Restated Tr. Agreement*,
20 2019 ND 58, ¶ 10, 923 N.W.2d 815, 817.

21 It is difficult, if not impossible, to find anything in the record that Todd did as an individual
22 that in any way contradicts or is inconsistent with the testamentary intent of Sam Jaksick.
23

24 **AFFIRMATION**

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

26 The undersigned does hereby affirm that this document does not contain the social security

27 ///

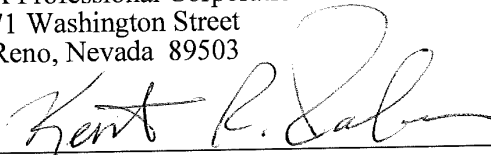
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number of any person.

DATED this 1st day of July, 2019.

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



KENT R. ROBISON
THERESE M. SHANKS
*Attorneys for Todd B. Jaksick, Individually,
Incline TSS, Ltd., and Duck Lake Ranch, LLC*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the **TODD B. JAKSICK'S CLOSING ARGUMENT BRIEF** on all parties to this action by the method(s) indicated below:

— by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

X by using the Court's CM/ECF electronic service system courtesy copy addressed to:
Donald A. Lattin, Esq.

Carolyn K. Renner, Esq.
Kristen D. Matteoni, Esq.

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P. O. Box 30000
Reno, Nevada 89519

Email: dlattin@mcllawfirm.com

crenner@mcllawfirm.com

kmatteoni@mcllawfirm.com

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

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Attorneys for Respondent Wendy A. Jaksick

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- _____ by electronic email addressed to the above and to the following:
- _____ by personal delivery/hand delivery addressed to:
- _____ by facsimile (fax) addressed to:
- _____ by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 1st day of July, 2019.


V. JAYNE FERRETTO
Employee of Robison, Sharp, Sullivan & Brust

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EXHIBIT LIST

<u>Exhibit No.</u>	<u>Description</u>	<u>Pages</u>
1	Benefits of Second Amendment Trust 12/10/2012	1
2	March 4, 2019 Jury Verdict	4
3	Jury Instruction No. 11	1
4	6/5/2013 Agreement and Consent to Proposed Action	3
5	Chart – Financial Risk – Personal Guarantees of Loans	1
6	Chart – What Sam Intended With Entire Estate Plan	1

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Transaction # 7350688

EXHIBIT 1

EXHIBIT 1

BENEFITS OF SECOND AMENDMENT TRUST 12/10/2012

	WENDY	ALEXI	LUKE	STAN & KIDS	TODD & KIDS
Credit Back to Wendy	1,500,000				
20% of Wendy's Share to Luke			600,000		
6% Bronco Billy's				1,200,000	1,200,000
Sam's Gift 50% of Toiyabe to Stan				3,000,000	
Distribution to Alexis		100,000			
Grandchildren's Trust (\$100k each grandchild)				300,000	200,000
TBJ SC Benefit of Being Paid Off					106,000
TBJ SC Note Payable to be taken out of Todd's share					(106,000)
Subtotal	1,500,000	100,000	600,000	4,500,000	1,400,000

577

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Transaction # 7350688

EXHIBIT 2

EXHIBIT 2

ORIGINAL

1
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5
6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF WASHOE

8 WENDY JAKSICK,

9 Petitioner,

CASE NO.: PR17-00445

10 v.

DEPT. NO.: 15

11 TODD B. JAKSICK, Individually, as Co-
12 Trustee of the Samuel S. Jaksick Jr.
13 Family Trust, and as Trustee of the
14 SSJ's Issue Trust; MICHAEL S. KIMMEL,
15 Individually and as Co-Trustee of the
16 Samuel S. Jaksick Jr. Family Trust;
17 STANLEY S. JAKSICK, Individually and as
18 Co-Trustee of the Samuel S. Jaksick Jr.
19 Family Trust; KEVIN RILEY,
20 Individually, as Former Trustee of the
21 Samuel S. Jaksick Jr. Family Trust, and
22 as Trustee of the Wendy A. Jaksick 2012
23 BHC Family Trust, INCLINE TSS, LTD.;
24 DUCK LAKE RANCH, LLC; SAMMY SUPERCUB
25 LLC, SERIES A,

CASE NO.: PR17-00446

DEPT. NO.: 15

VERDICT

26 Respondents.
27 _____/
28 / / /
/ / /
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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?

(Please circle only one for each line item)

11	KEVIN RILEY	YES	<input checked="" type="radio"/> NO
12	STAN JAKSICK	YES	<input checked="" type="radio"/> NO
13	TODD JAKSICK	YES	<input checked="" type="radio"/> NO
14	MICHAEL KIMMEL	YES	<input checked="" type="radio"/> NO

15 DATED this 4 day of March, 2019.

16
17 Quen Sedler
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Transaction # 7350688

EXHIBIT 3

EXHIBIT 3

1 A Trustee is allowed to delegate functions of investment
2 and management of trust assets to professionals and the trustee
3 cannot be held liable to the beneficiaries or the trust for
4 those professionals' decisions or actions, provided that the
5 trustee:

6 (1) exercised reasonable care in selecting the
7 professional and establishing the scope of the professional's
8 duties on behalf of the trust; and

9 (2) periodically reviewed the professional's performance
10 and compliance with the terms of the trustee's delegation.

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28 INSTRUCTION NO. 11

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Transaction # 7350688

EXHIBIT 4

EXHIBIT 4

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement dated February 21, 2007 (the "Issue Trust"), Todd B. Jaksick, Stanley S. Jaksick, and Wendy Ann Jaksick, as the "Primary Beneficiaries" of the Issue Trust, and Incline TSS Ltd., a Nevada limited liability company (the "Company"), with reference to the following facts:

A. The grantor of the Issue Trust, Samuel S. Jaksick, Jr., died on April 21, 2013. As the result of his death, the Issue Trust will be collecting approximately \$6,000,000 in life insurance proceeds.

B. Subparagraph K.2. of Article IV of The SSJ's Issue Trust Agreement specifically permits the Trustee of the Issue Trust to invest in and contribute trust assets to all forms of legal entities, specifically including limited liability companies, on terms and conditions approved by the Trustee, in the Trustee's discretion. This power specifically includes the power to invest in and contribute property to limited liability companies administered or managed by the Trustee or an affiliate of the Trustee.

C. The Company is the owner of the Jaksick family real property commonly known as 1011 Lakeshore Blvd., Incline Village, Washoe County, Nevada (the "Tahoe Residence"), and is currently in the process of restructuring and refinancing certain obligations relating to Company's ownership of the Tahoe Residence.

D. The Trustee and Primary Beneficiaries of the Issue Trust and the Company have all agreed that it is in the best interest of the Issue Trust and all of the beneficiaries thereof for the Trustee of the Issue Trust to utilize the life insurance funds being received by the Issue Trust to invest in and restructure the Company in order to protect and preserve the use and enjoyment of the Tahoe Residence for future generations of the Jaksick family.

E. The Primary Beneficiaries are the sole adult beneficiaries of the Issue Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Trustee's proposed investment in the Company, and they intend for this Agreement to constitute their written and binding consent thereto.

BASED UPON THE FOREGOING, the Trustee of the Issue Trust, the Primary Beneficiaries, and the Company hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Agreement and Consent to Proposed Action. The Trustee of the Issue Trust, the Primary Beneficiaries, and the Company all agree and consent to the transactions described in the recitals above, specifically including, but not limited to:



a. The consent for the Trustee of the Issue Trust to utilize some or all of the life insurance funds being received by the Issue Trust to invest in Company in exchange for a membership interest in Company to be determined based upon the final value of such capital contribution and Company's assets and liabilities as determined and agreed upon by the Trustee and Company, or by an independent appraisal if they cannot agree.

b. The consent to the use by Company of the capital contribution by the Issue Trust to restructure, refinance, and/or payoff certain debt obligations of Company relating to Company's ownership of the Tahoe Residence. This consent specifically includes the agreement that some or all of the capital contribution by the Issue Trust in Company may be used to payoff that certain Unsecured Promissory Note dated December 28, 2012, in favor of SSJ LLC, a Nevada limited liability company, in the original face amount of \$7,103,255.32.

3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary Beneficiaries, as the sole adult beneficiaries of the Issue Trust, acknowledge, agree and specifically intend that by virtue of their written consent the Trustee shall have no liability to any present or future beneficiary of the Issue Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Issue Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.

4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE TRUSTEE OF THE ISSUE TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 6/5/2013, 2013.

THE SSJ'S ISSUE TRUST:

By Todd B. Jaksick
Todd B. Jaksick, Trustee

PRIMARY BENEFICIARIES:

Todd B. Jaksick
Todd B. Jaksick

Stanley S. Jaksick
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

INCLINE TSS LTD.:

By Todd B. Jaksick
Todd B. Jaksick, Manager

By Todd B. Jaksick
Todd B. Jaksick, Member

By Todd B. Jaksick
TBJ SC Trust, Member
Todd B. Jaksick, Trustee

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EXHIBIT 5

EXHIBIT 5

FINANCIAL RISK

Personal Guarantees of Loans

TODD

BUCKHORN (\$4,020,000)
DUCK FLAT RANCH (\$450,000)
JACKRABBIT (\$7,825,000)
BRIGHT HOLLAND (\$2,305,335)
HOMECAMP (\$2,960,000)
SJ RANCH (\$450,000)
WHITE PINE (\$2,345,000)

TOTAL EXPOSURE
\$20,355,335

STAN

BUCKHORN (\$4,020,000)

TOTAL EXPOSURE
\$4,020,000

WENDY

NONE

TOTAL EXPOSURE
\$0

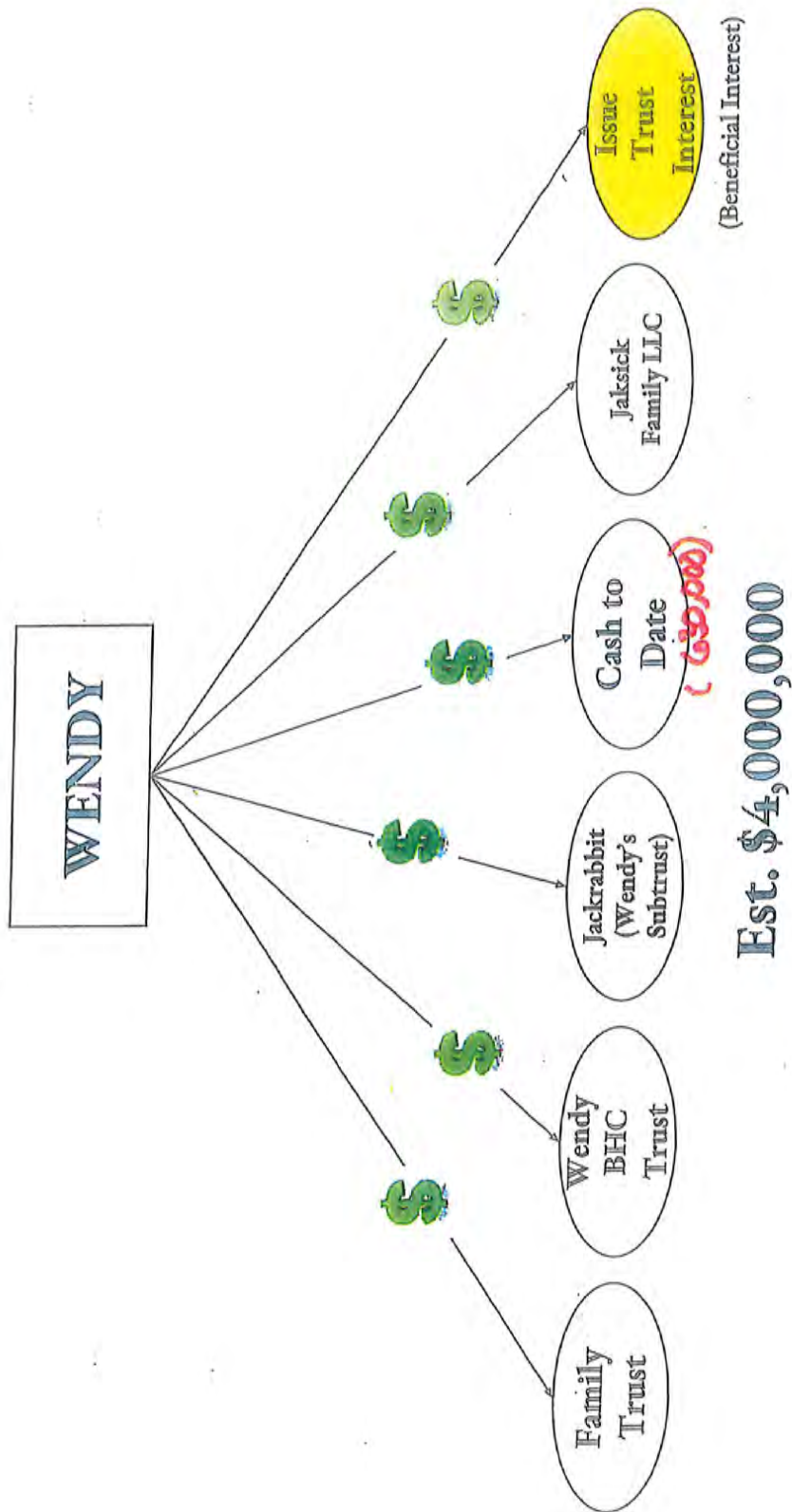
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Transaction # 7350688

EXHIBIT 6

EXHIBIT 6

WHAT **SAM INTENDED**
WITH ENTIRE
ESTATE PLAN



WITHOUT SUEING
SHE WANTS MORE! NOW!

561

Jayne Ferretto

From: eflex@washoecourts.us
Sent: Monday, July 01, 2019 4:39 PM
To: Kent Robison
Cc: Jayne Ferretto
Subject: NEF: CONS: TRUST: SSJ'S ISSUE TRUST: Post Trial Brief: PR17-00445

***** IMPORTANT NOTICE - READ THIS INFORMATION *****

PROOF OF SERVICE OF ELECTRONIC FILING

A filing has been submitted to the court RE: PR17-00445

Judge: HONORABLE DAVID A. HARDY

Official File Stamp: 07-01-2019:16:37:02
Clerk Accepted: 07-01-2019:16:37:47
Court: Second Judicial District Court - State of Nevada

Civil

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

Document(s) Submitted: Post Trial Brief

- **Continuation
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Filed By: Kent R. Robison

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DONALD ALBERT LATTIN, ESQ. for MICHAEL S. KIMMEL, KEVIN RILEY, TODD B. JAKSICK

PHILIP L. KREITLEIN, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST

KENT RICHARD ROBISON, ESQ. for INCLINE TSS, LTD. et al

CAROLYN K. RENNER, ESQ. for MICHAEL S. KIMMEL, KEVIN RILEY, TODD B. JAKSICK

MARK J. CONNOT, ESQ, for WENDY A. JAKSICK

STEPHEN C. MOSS, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST

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