

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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Elizabeth A. Brown
Clerk of Supreme Court

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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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. 11**, 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:

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

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * * * *

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

CASE NO.: PR17-00445

DEPT. NO.: 15

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

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-Trustee
of the Samuel S. Jaksick, Jr. Family Trust, and as
Trustee of the SSJ's Issue Trust, MICHAEL S.
KIMMEL, Individually and as Co-Trustee of the
Samuel S. Jaksick, Jr. Family Trust, and
STANLEY S. JAKSICK, Individually and as Co-
Trustee of the Samuel S. Jaksick, Jr. Family
Trust, Kevin Riley, Individually and as former
Trustee of the Samuel S. Jaksick, Jr. Family Trust
and Trustee of the Wendy A. Jaksick 2012 BHC
Family Trust,

Petitioners and Counter-Respondents.

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.

1 **STANLEY JAKSICK’S WRITTEN CLOSING REPLY BRIEF**

2 Stanley Jaksick, as Co-Trustee of the Family Trust, hereby submits his Written Closing
3 Reply Brief in accordance with the procedure defined at the May 17, 2019 hearing and by the
4 Court’s June 26, 2019 Order Granting Emergency Motion to Extend Briefing Deadline.

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 **I. Introduction**

7 After an extended trial, the jury found that Stanley Jaksick (“Stan”) did not commit a
8 breach of fiduciary duty, did not commit civil conspiracy and aiding and abetting, and did not aid
9 and abet a breach of fiduciary duty. Verdict, Mar. 4, 2019. This verdict did not resolve all claims
10 in this action as this Court properly bifurcated the claims by Wendy Jaksick (“Wendy”), Pre-
11 Trial Order re: Trial Schedule, Jan. 22, 2019, reserving nine claims for the equitable portion of
12 the trial. The central question is not whether Wendy theoretically can still assert some of her
13 equitable claims in light of the jury verdict, it is whether her current equitable claims can remain
14 viable as they are simply the same legal claims recast in different verbiage. *See* Wendy’s Brief of
15 Opening Arguments in the Equitable Claims Trial 91 (“Remedies to Redress Breaches of
16 Fiduciary Duties by the Trustees”).

17 The nature of Wendy’s claims in large part is not to obtain a remedy for the trusts, but to
18 obtain a benefit for herself or her attorneys based on the same conduct she alleged during the
19 jury trial. Thus, despite the jury’s complete exoneration of Stan from any liability as co-Trustee
20 of the Samuel S. Jaksick Jr. Family Trust (“Family Trust”), Wendy nevertheless seeks, through
21 the doctrines of surcharge and unjust enrichment, to obtain an equivalent monetary remedy based
22 on the same alleged but rejected breaches of fiduciary duty. As a Washington court commented:
23 “The distinction between actions at law and those at equity is based on the nature rather than the
24 form of the proceeding . . . Where the beneficiaries seek recovery for themselves personally, the
25 action is considered legal in nature. Where, as in this case, the beneficiaries of a trust sue the
26 trustee in order to restore funds to the trust, the action is considered equitable in nature.” *Allard*
27 *v. Pacific National Bank*, 99 Wash.2d 394, 400–01, 663 P.2d 104 (1983). Despite 105 pages of
28 argument in Wendy’s Opening Brief, her claims against Stan remain unsubstantiated and

1 demonstrably short of evidentiary support. This was her opportunity to put pen to paper and
2 show how Stan, as co-Trustee of the Family Trust, should be compelled to “restore funds to the
3 trust” or to provide other equitable remedies for harm occasioned by Stan in his capacity as
4 trustee. Wendy’s arguments and evidence continue to fall short of the requisite standards of
5 proof.

6 The reason for Wendy’s failure in this regard is due to the evidence, including her own
7 testimony, showing that Stan faithfully performed his duties as co-Trustee of the Family Trust,
8 even going above and beyond to assist Wendy. Stan’s Closing Reply Brief, Exhibit 1, Wendy
9 Dep. Tr. 1114:4-17 (“I think Stan told me what he knew as much as knew . . . I don’t believe that
10 he knew the other things that were going on or he would have told me.”); *Id.* 1125:6-9 (stating
11 that Stan has not used his “purported indemnification agreement”); *Id.* 1141:2-8 (Q: “are you
12 alleging that Stan in his capacity as co-trustee of the family trust participated in an ongoing
13 scheme to minimize distributions to you?” A: “I think Stan did the opposite”); *Id.* 1146:25-
14 1147:15 (Q: “do you believe that Stan in his capacity as co-trustee of the family trust breached
15 his fiduciary duty owed to you by failing to fully disclose and account to you the administration
16 of the family trust?: A: “I don’t believe that Stan had been given full disclosure himself to know
17 what information to pass on to me, if that was the case . . . I don’t believe he – he didn’t know
18 much more than I know or knew.” Q: “Do you believe Stan disclosed to you what information he
19 had?” A: “Yes, I do”). In the absence of specific evidence by Wendy that Stan committed a
20 breach of trust himself or *knowingly* assisted in a breach of trust, Wendy cannot prevail on her
21 claims against Stan, who is uniquely situated as a respondent in this action.

22 On January 4, 2018 during a case management conference, counsel for Stan accepted the
23 consolidation of the Family Trust and Issue Trust cases with the reminder that the roles of the
24 trustees of the two trusts should be kept separate and distinct. One year later, on January 29,
25 2019, Stan filed a Motion in Limine, granted by this Court, seeking to prohibit “references to the
26 ‘Trustees’ or the conduct of the ‘Trustees’ without disaggregation or clarification.” Omnibus
27 Mot. 3. Nevertheless, from the very first page of Wendy’s Motion to the very last, the “Trustees”
28 are attacked without clear separation between the trustees themselves or between the Family and

1 Issue Trusts. Wendy's Opening Br. p. 1 ("Trustee's Failure to Disclose and Adequately
2 Account").

3 NRS 163.110(1) specifically provides that a "trustee who has not joined in exercising a
4 power is not liable to the beneficiaries or to others for the consequences of the exercise of power
5 and a dissenting trustee is not liable for the consequences of an act in which that trustee joined at
6 the direction of the majority trustees, if the trustee expressed his or her dissent in writing to any
7 of his or her cotrustees at or before the time of the joinder." Furthermore, Art. IV(D) of the
8 Family Trust states that "No Co-Trustee is to be liable for any act, omission, or default of any
9 Co-Trustee provided that the Co-Trustee has not had knowledge of any facts that may reasonably
10 be expected to have put the Co-Trustee on notice in sufficient time to have prevented the act,
11 omission, or default." Stan either did not join or objected in writing to effectively every claim
12 brought by Wendy with respect to the Family Trust: Todd's Indemnification Agreement, Ex. 32;
13 Payments by the Family Trust, Ex. 38; Providing distributions or support to Wendy, Ex. 81; the
14 relevant ACPAs, Ex. 244, Ex. 246. Wendy has proffered *no* evidence that Stan had knowledge of
15 the facts giving rise to her claims or that he should have been on notice. In fact, her testimony is
16 the exact opposite that Stan did not know any more than she did. On this basis alone, Wendy's
17 claims against Stan fail as he is only in this action in a limited role as co-Trustee of the Family
18 Trust.

19 While Stan joins in the briefs filed by the other co-Trustees of the Family Trust, to the
20 extent that the arguments apply to him, he further submits the following responses to Wendy's
21 Opening Brief.

22 **I. Response to "Failure to Disclose and Adequately Account to Compel Accountings"**
23 **(Wendy's Opening Br. ¶¶ 1-35)**

24 Wendy did not demand the accountings at issue in this litigation and therefore cannot
25 access the statutory remedies provided in NRS Chapter 164. There are, however, exceptions "to
26 the common law rule that a trustee is not required to furnish a beneficiary information about the
27 trust in the absence of a request." *Bogert's Trusts and Trustees*, Grounds for removal, The Law
28 Of Trusts And Trustees § 963. First, if the "trustee is dealing with the beneficiary on its own

1 account” and second if there is a situation where the beneficiary “needs to know to protect the
2 beneficiary’s interest in dealing with a third party.” *Id.* While Wendy raises lots of “questions”
3 and “concerns” with the accountings, in order for her to obtain an equitable remedy – as the
4 accountings have already been provided and are statutorily compliant – she must be able to show
5 which omission or lack of disclosure in the accountings affected her in a concrete fashion or
6 caused her to take an action in reliance thereon. This she cannot do. The Family Trust is
7 extraordinarily complex and there is no duty for a co-Trustee of the Family Trust such as Stan to
8 spend Trust resources on an annual valuation of closely held companies or real property. Stan
9 joins in the responses by the other co-Trustees with respect to the adequacy and sufficiency of
10 the accountings.

11 Finally, Paragraphs 29-35 relate to the affirmative petitions filed by the other co-Trustees,
12 Todd and Michael Kimmel, and so no response is necessary from Stan. Paragraph 31 specifically
13 notes that “Stan, in his capacity as Co-Trustee of the Family Trust, refused to join the *Petition*
14 *for Confirmation* concerning the Family Trust Accountings and actually filed an objection to
15 same.” Wendy’s Opening Br. ¶ 28. Stan objects to the statements made in Paragraph 32
16 concerning the “Trustees” as none of these statements is evidenced at all, let alone with respect
17 to Stan. *Id.* ¶ 32. Stan objects to Wendy’s statements in Paragraph 34 that had “the Trustees
18 prepared and timely delivered adequate accountings that complied with the statutes and provided
19 Wendy additional information to explain the entries owned by the Trusts and their values, some
20 of the substantial issues in this litigation may have been avoided or mitigated.” *Id.* ¶ 34.
21 Apparently, the only negative effect that can be identified by Wendy is that she may not have
22 brought the meritless claims that she continues to pursue. With respect to Paragraph 35, the “\$4
23 million” representation was not made by Stan or Stan’s counsel and the discussion concerning
24 this issue will be adequately addressed by Todd or Todd’s counsel.

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1 **II. Response to Contest of and Opposition to Ratification and Approval of ACPAs**
2 **(Wendy’s Opening Br. ¶¶ 36-56)**

3 Stan did not prepare the ACPAs and is not seeking ratification or approval of the ACPAs.
4 Accordingly, as the ACPAs relate to the affirmative claims by Petitioners and are not brought or
5 opposed by Stan, no response from Stan is necessary.

6 **III. Response to Contest of Purported Indemnification Agreement for Family Trust**
7 **(Wendy’s Opening Br. ¶¶ 57-89)**

8 Wendy requests essentially declaratory relief by asking the Court to find that “Stan’s
9 Indemnification Agreement was invalid and unenforceable.” Wendy’s Opening Br. ¶ 89. She
10 cites to no evidence of this being the case. Instead, she makes conclusory statements that do not
11 affect the validity of the contract. *Id.* Stan’s Indemnification Agreement, Ex. 12, does not
12 become invalid because he “never knew about [it]” or “had no idea about its application.” *Id.*
13 This is insufficient to show that the agreement was invalid. *See* Transcript Feb. 27, 174:7-24
14 (wherein Stan admits that it’s his signature and that Sam “was always looking out for us” but that
15 he “didn’t read” the Stan’s Indemnification Agreement). Nor does Wendy show that Stan’s
16 Indemnification Agreement was invalidly signed because it was signed by Sam in different
17 capacities as the Family Trust would be the successor in interest to Sam’s obligations. *Id.*
18 Regardless, this issue is not properly before the Court because there is no judiciable controversy
19 concerning Stan’s Indemnification Agreement. Stan has not asserted any claims against the
20 Family Trust under Stan’s Indemnification Agreement nor has the Family Trust paid any
21 amounts pursuant to Stan’s Indemnification Agreement. There is not a single reference anywhere
22 in the Family Trust financials to payments, debts, or obligations based on Stan’s Indemnification
23 Agreement.

24 Wendy mistakenly claims that the Family Trust has made Jackrabbit capital call
25 payments pursuant to Stan’s Indemnification Agreement. Wendy’s Opening Br. ¶ 163. First,
26 Stan’s position was that all of the capital calls for Jackrabbit should be made individually by
27 Todd and Stan, but he actually wanted to benefit Wendy by having the Family Trust pay for her.
28 Transcript Feb. 27, 2019 89:22-90:1; 140:3-17. Second, Stan never made a claim under his

1 indemnification agreement for the Jackrabbit capital calls. While Todd made an actual claim and
2 insisted on indemnification, Stan did not. What did happen was that the co-Trustees, in large part
3 to protect Wendy from losing her interest in Jackrabbit, paid some but not all of the capital calls
4 for Jackrabbit. If they had not done so, Wendy's interest could have been diluted or lost. As
5 Todd and Stan paid some of their capital calls themselves, they are actually worse off than
6 Wendy. Even though the benefits of these payments were not equal, as the ownership in
7 Jackrabbit was not equal among Todd, Stan, and Wendy, there is still no breach of trust and
8 Wendy's retroactive complaint would have cost her the Jackrabbit interest if it were upheld.

9 Additionally, Stan is not liable based on any of the claims made by Wendy with regard to
10 Todd's Indemnification Agreement. Wendy admits that Stan was "unaware of" Todd's
11 Indemnification Agreement until 2015 and that he specifically objected to Todd's
12 Indemnification Agreement. Wendy's Opening Br. ¶¶ 66, 75. Pursuant to NRS 163.110, this
13 provides Stan with complete immunity as a co-Trustee, in addition to the jury verdict finding that
14 he did not aid and abet any other party's breach of fiduciary duty. Wendy states that the
15 "conspiracy continued when Todd admits the Trust paid his obligation or share of the Ag Credit
16 loan complex . . . and Stan did nothing to stop it at the time." *Id.* ¶ 77. First, there is no evidence
17 that Stan did nothing to stop it, in fact the very next sentence quoted by Wendy shows the
18 opposite when Kevin Riley wrote that "todd wanted Sam's trust to pay for both Sam's portion
19 and his portion of the debt and when you refused to transfer funds from your account, bright
20 Holland funds were loaned to Todd to pay down his portion of the debt . . . This is part of the
21 debt in the indemnification agreement." *Id.* This email shows that Stan was taking active steps
22 with regard to the indemnification agreement but that he was simply circumvented. Second, there
23 was "nothing to stop" according to Todd and Wendy because Todd's testimony left the decision
24 on the indemnification agreement up to the Court. Wendy's Opening Br. ¶ 68 (citing Transcript,
25 02/20/2019, 171:19-23) ("*If the document is determined to be held up by the Court.*"). Finally,
26 there is conclusive evidence that Stan objected to Todd's Indemnification Agreement, Ex. 38,
27 and this is more than sufficient to exclude Stan from this portion of the dispute between Todd
28 and Wendy.

1 **IV. Response to Contest of Lake Tahoe Transaction (Wendy’s Opening Br. ¶¶ 90-111)**

2 The Lake Tahoe House was purportedly transferred to Incline TSS on December 27,
3 2012, Wendy’s Opening Br. ¶ 92, prior to the time that Stan became a co-Trustee of the Family
4 Trust. There are no allegations with respect to Stan’s actions as co-Trustee of the Family Trust.
5 Stan’s “buy-in” relates to the Issue Trust, for which Stan is not a fiduciary, and his individual
6 interest in Incline TSS. *Id.* ¶¶ 103-105. This includes Exhibit 23, an ACPA that related to this
7 “buy-in,” but that relates to the Issue Trust and not the Family Trust. Stan has been dismissed as
8 an individual party in this action and has not been sued as a beneficiary of the Issue Trust. There
9 is no basis to impose any liability upon a co-Trustee of the Family Trust for actions that did not
10 involve the Family Trust. Furthermore, Stan was unaware of the facts and circumstances relating
11 to the Lake Tahoe Transaction and believed that his dad “owned 100 percent of Incline TSS.”
12 *See* Transcript Feb. 27, 199:6-10.

13 **V. Response to Removal of Trustees (Wendy’s Opening Br. ¶¶ 112-156)**

14 “A court may remove a trustee . . . for a serious breach of trust.” *Bogert’s Trusts and*
15 *Trustees*, Grounds for removal, The Law Of Trusts And Trustees § 527. A serious breach of trust
16 is one that “causes significant harm or involves flagrant misconduct.” *Id.* (noting though that in
17 some circumstances “a series of smaller breaches, considered together, may be sufficient to
18 warrant removal”); *see also In re Baird*, 2009 MT 81, 349 Mont. 501, 204 P.3d 703 (2009)
19 (holding that a trustee’s failure to account was insufficient to justify removal).

20 **(1) Response to Breach of Trust – Jury Verdict**

21 The jury verdict confirmed that Stan *should not* be removed as a co-Trustee because he
22 did not commit breaches of any fiduciary duties.

23 **(2) Response to Breach of Trust – Insufficient Accountings and Failure to Disclose**

24 While Stan did not commit a breach of trust with respect to the accountings, even if there
25 was a breach of trust, this is not a sufficient basis to remove him as a co-trustee of the Family
26 Trust. Wendy states that the “Trustees continue to intentionally refuse to comply with their
27 obligations to account despite this Court’s February 6, 2019 Order confirming their obligations
28 to do so.” Wendy’s Opening Br. ¶ 116. To the contrary, the February 6, 2019 Order required the

1 production of the 2017 annual accounting for the Wendy Subtrust, which has been provided.
2 Stan even voluntarily provided information and documentation concerning the Stanley Subtrust
3 to Wendy, despite the Court's denial of Wendy's motion to compel production of the same.

4 **(3) Response to Breach of Trust – Todd's Purported Indemnification Agreement**

5 As Wendy herself notes, Stan objected to the enforceability and/or scope of the Todd's
6 Indemnification Agreement. Wendy's Opening Br. ¶ 75. Stan actively took steps to assess and
7 interpret Todd's Indemnification Agreement once he became aware of it and took all necessary
8 legal steps to prevent legal liability. As the co-Trustee Michael Kimmel states, Kimmel will
9 "have no choice but to require that the Trust engage separate legal counsel to issue an opinion
10 letter related to the enforceability and scope of the indemnity." *Id.* There is no breach of trust by
11 Stan here, when he is objecting pushing the other co-Trustees to seek objective advice before
12 pursuing a course of action.

13 **(4) Response to Breach of Trust – Failure to Disclose and Overreach on ACPAs**

14 Stan did not prepare the ACPAs for the Family Trust or initiate their preparation.
15 Transcript, Feb. 27, 2019 92:7-13. As above, Stan did not commit a breach of trust with respect
16 to the ACPAs. Wendy argues that Stan "should also be removed for his attempted overreach of
17 Wendy when he and Todd presented and pressured Wendy into signing Exhibit 23, which is the
18 ACPA concerning Stan's buy in to the entity that owned the Tahoe Property." Wendy's Opening
19 Br. ¶ 121. Wendy forgets, however, that this ACPA, Exhibit 23, does not relate to the Family
20 Trust and Stan was not acting in his capacity as co-Trustee of the Family Trust in relation to the
21 ACPA. Furthermore, the statement – by Wendy – that Stan was "hounding" her to sign the
22 ACPA does not constitute a breach of trust. In this circumstance, Wendy was once again
23 attempting to extract monetary concessions from Todd or Stan before signing a document that
24 she actually agreed with as she requested to similarly buy-in to Incline TSS.

25 **(5) Response to Breach of Trust – Transfer of Trust Assets Out of Trust**

26 Wendy objects to the transfer of assets out of the Family Trust related to Jackrabbit and
27 Bronco Billy's (Pioneer Group). Wendy's Opening Br. ¶ 122. She states that "[a]ll of these
28 issues would have been avoided had the Trustees maintained and managed the assets in the

1 Family Trust or the Subtrusts.” *Id.* ¶ 125. Stan agrees that all of these issues *are* avoided because
2 the assets remained in the Family Trust or the Subtrusts.

3 With respect to Jackrabbit, Wendy’s interest remains her interest. At a critical point in
4 time, Wendy was refusing to execute necessary documents for a refinancing without extracting
5 monetary concessions. Her associate, Rich Whelan, even contacted the bank to interfere with the
6 refinancing and prevent it based on her interest. Nevertheless, Wendy’s interest in Jackrabbit was
7 transferred to Stanley Jaksick II, LLC and then distributed to Wendy’s Subtrust. Transcript Feb.
8 27, 2019, 210:211:1. Stan understood, based on the advice of his attorneys and accountants, that
9 the distribution from the Family Trust to Stanley Jaksick II, LLC was done in order to refinance
10 and then the interest was “near simultaneously” transferred to Wendy’s Subtrust. *Id.* There is no
11 interest belonging to Wendy that is still in Stanley Jaksick II, LLC or the Family Trust and
12 “every interest in Jackrabbit that Wendy was entitled to [has] been distributed to her sub trust.”
13 *Id.*

14 With respect to Bronco Billy’s, Stan received nothing from the sale of the company,
15 Todd received nothing from the sale of the company, but Wendy received \$75,000. *Id.* at 138:3-
16 5. There is no breach of trust to remedy for Wendy because she is the only beneficiary of the
17 Bronco Billy’s transaction. The entirety of the

18 **(6) Response to Breach of Trust – Miscellaneous Self-Dealing**

19 Wendy’s claim and argument does not relate to Stan and there is no evidence that he was
20 aware or should have been aware of these alleged transactions by Todd.

21 **(7) Response to Breach of Trust – Manipulation of Documents**

22 Wendy’s claim and argument does not relate to Stan and there is no evidence that he was
23 aware or should have been aware of these allegations.

24 **(8) Response to Breach of Trust – Refusal to Distribute**

25 This claim and argument is not properly before the Court as there is no admissible
26 evidence concerning these post-trial issues and there has been no opportunity for discovery
27 regarding the same.

28 //

1 **(9) Response to Breach of Trust – Settlement Agreement**

2 Wendy’s claims for breach of trust arising from the January 31, 2019 Settlement
3 Agreement between Todd and Stan (“Settlement Agreement”) are not properly before the Court.
4 Exhibit 584 (admitted over objections by the May 20, 2019 Order Addressing Evidence at
5 Equitable Trial) (Exhibit 457 at the jury trial). These claims are not part of any pleading in this
6 action, even the belated Second Supplement to First Amended Counter Petition, which was filed
7 by Wendy Jaksick on May 5, 2019, well after she was aware of the Settlement Agreement and
8 after the jury heard testimony regarding the Settlement Agreement in February 2019. Wendy
9 should not be able to introduce these new claims without good cause and after the close of
10 discovery. NRCp 15; NRCp 16.

11 Legally, Stan is permitted to “compromise, adjust, arbitrate, sue on or defend, abandon or
12 otherwise deal with and settle claims in favor of or against the estate or trust as the fiduciary
13 deems advisable, and the fiduciary’s decision shall be conclusive between the fiduciary and the
14 beneficiaries of the estate or trust and the person against or for whom the claim is asserted, in the
15 absence of fraud by such person, and, in the absence of fraud, bad faith or gross negligence of
16 the fiduciary, shall be conclusive between the fiduciary and the beneficiaries of the estate or
17 trust.” NRS 163.375; *see also Duncan v. Alewine*, 273 S.C. 275, 282, 255 S.E.2d 841, 845
18 (1979) (“The law looks with favor upon an agreement among members of a family and others
19 which avoids a will contest or promotes the settlement and distribution of an estate. Such
20 agreements are not against public policy. They are contractual in nature. Only those parties
21 participating in the agreement are bound thereby.”) The Family Trust confirms this power by
22 stating that a trustee of the Family Trust “may compromise or otherwise adjust any claims or
23 litigation against or in favor of the trust estate.” Sec. IV(K)(1).

24 Even if Wendy could procedurally assert this claim, she would be foolhardy to do so as
25 the Settlement Agreement indisputably benefits her interest. Transcript Feb. 27, 76:11-14
26 (testimony by Stan that the settlement agreement “is a good thing for the family trust and
27 Wendy” as a result of reducing the amount of Todd’s indemnification claims).

- 28 • Settlement Agreement II. A – Withdrawal of Counterpetitions

1 ○ Wendy has no right to force Todd and Stan to keep suing each other. The
2 compromise of these claims also results in dramatic savings in attorney's fees
3 and costs for the Family Trust and Issue Trust. There is only a benefit for
4 Wendy as a beneficiary.

5 • Settlement Agreement II. B – Exchange of BHC for Jaksick Family, LLC

6 ○ Stan exchanging his interest in Bright-Holland Corporation for Todd's interest
7 in Jaksick Family, LLC has no effect on Wendy whatsoever. She has no claim
8 on either of these respective interests and will retain her own interest.

9 • Settlement Agreement II. C – Family Trust Administration

10 ○ Wendy is not harmed by Todd and Stan agreeing that any action will be
11 unanimous among all of the co-Trustees of the Family Trust.

12 • Settlement Agreement II. D – Incline TSS

13 ○ Stan's investment in Incline TSS, LLC adds capital to a company in which
14 Wendy, through the Issue Trust has an interest. The dilution, on paper, of the
15 Issue Trust's interest in Incline TSS, LLC was already agreed to by Wendy
16 via an ACPA. Ex. 23. Furthermore, she had expressed – and likely will
17 continue to express – an interest in a similar buy-in. Ex. 23.28.

18 • Settlement Agreement II. E – Buckhorn

19 ○ Todd's potential acquisition of Stan's Buckhorn interest has no effect on
20 Wendy whatsoever.

21 • Settlement Agreement II. F – Indemnification Agreement

22 ○ The limitations agreed to in the Settlement Agreement with respect to Todd's
23 Indemnification Agreement unmistakably constitute a benefit. Even if Wendy
24 does not prevail on a single claim, the liability of the Family Trust will be
25 reduced by a minimum of \$2.4m as Todd removed the Rouge Drive home
26 from his indemnification claims. Furthermore, the other indemnification
27 claims against the Family Trust are reduced as well, as it limits
28 indemnification to a single Ag Credit loan.

- 1 ○ The Settlement Agreement limits the use of Family Trust funds to pay capital
2 calls for Jackrabbit Properties, LLC. The permitted capital calls though benefit
3 Wendy in proportion to her interest in Jackrabbit.
- 4 • Settlement Agreement II. G – Indemnification Agreement
- 5 ○ Rather than constitute a windfall, the agreement on attorney’s fees constitutes
6 a cap to protect the Family Trust. The \$650,000 cap on attorney’s fees pales in
7 comparison to Wendy’s attorneys’ request for over \$1.3m.
- 8 • Settlement Agreement II. H – Transfer of Funds
- 9 ○ This provision confirms the transfer of \$75,000 to Wendy rather than allow it
10 to be clawed back. It also provides that \$325,000 will be used to fund the
11 Grandchildrens’ Trusts, benefiting Lexi, Wendy’s daughter.
- 12 • Settlement Agreement II. I – Distribution
- 13 ○ The Settlement Agreement seeks to distribute the Family Trust by December
14 31, 2019. This is a benefit to Wendy because it is essentially what she is
15 seeking.
- 16 • Settlement Agreement II. J – Luke
- 17 ○ This is a direct benefit for Wendy’s son by guaranteeing him an equal
18 distribution to the other grandchildren of Sam Jaksick even though he is not
19 provided with this benefit by the Family Trust.

20 Rather than contest the Settlement Agreement, Wendy should be seeking to enforce it as
21 she obtains a benefit and there is no restriction on her ability to pursue her current claims.

22 **(10) Response to Removal**

23 This claim and argument by Wendy is duplicative of the other removal sections advanced
24 by Wendy in the Opening Brief and does not necessitate a response.

25 **VI. Response to Remedies to Redress Breaches of Fiduciary Duties by the Trustees**
26 **(Wendy’s Opening Br. ¶¶ 157-163)**

27 This argument relating to redressing breaches of fiduciary duties is a quintessential
28 attempt to recast Wendy’s defeated legal claims as equitable ones. First, Wendy seeks the

1 disgorgement of trustee fees based on “numerous, repeated and often intentional willful
2 breaches of trust and fiduciary duties” and further alleges that the Trustees “have been paying
3 themselves compensation over and above that permitted by the Trusts and for purposes
4 which did not benefit the Trusts or their beneficiaries.” Wendy’s Opening Br. ¶ 161. While
5 there is no basis to support any of these claims against Stan, based on the financial
6 statements, Stan received only \$26,472.50 in trustee fees over a four-year period from 2013
7 to 2017. For a trust of this size and complexity, an annual trustee fee of approximately
8 \$6,618 is hardly improper.

9 Second, Wendy seeks to surcharge Stan’s beneficial interest based on nine alleged
10 payments. *Id.* ¶ 163.

- 11 (a) Lake Tahoe House transaction – This does not involve any actions by
12 the co-Trustees of the Family Trust.
- 13 (b) Issue Trust proceeds – This does not involve any actions by the co-
14 Trustees of the Family Trust.
- 15 (c) Duck Lake Ranch LLC – Stan did not benefit from this transaction and
16 objected to this transaction. Ex. 244.
- 17 (d) Todd’s Indemnification Agreement – Stan did not benefit from this
18 transaction and objected to this transaction. Ex. 32.
- 19 (e) Stan’s Indemnification Agreement – There were no payments made
20 pursuant to Stan’s Indemnification Agreement. As shown above, Wendy
21 is incorrect concerning the capital calls and loans.
- 22 (f) Todd’s loans - Stan did not benefit from these loans and objected. Ex.
23 32.
- 24 (g) Trustees’ Fees – As above, there is no basis to surcharge or disgorge the
25 trustee fees received by Stan.
- 26 (h) Attorney’s Fees – There is no basis to deny Stan, a co-Trustee who
27 consistently sought to protect Wendy, his entitlement to attorney’s fees
28 under the Family Trust for Wendy’s frivolous claims against him.

1 (i) Wendy's Attorney's Fees – There is no legal basis to surcharge a trustee
2 for a beneficiary's attorney's fees. This is barred by the language of the
3 Family Trust as well as Stan did not act "without reason, in bad faith, or
4 in violation of specific provisions of" the Family Trust. Section IV(L) of
5 the Family Trust.

6 Finally, Wendy cites to case law and secondary authority supporting the premise that a
7 "party who knowingly participates in another's breach of fiduciary duty may be liable for breach
8 as a joint tortfeasor." Wendy's Opening Br. ¶ 163 n. 37. She has provided no evidence that Stan
9 participated in any breach of fiduciary duty and the jury verdict bars this position.

10 **VII. Response to Unjust Enrichment and Constructive Trust (Wendy's Opening Br.**
11 **¶¶ 164-167)**

12 Wendy's claim and arguments with respect to unjust enrichment and constructive trust do
13 not relate to any assets held by Stan or his entities therefore no response is required. No assertion
14 of unjust enrichment or constructive trust is made against Stan.

15 **VIII. Response to Enjoin Trustees From Using Trust Assets to Defend This Matter**
16 **(Wendy's Opening Br. ¶¶ 168-169)**

17 Wendy argues that the "Trusts should not bear the burden of the significant legal fees and
18 costs in this case to defend the breach of fiduciary duties by the Trustees." Wendy's Opening Br.
19 ¶ 168. As the jury found that Stan did not commit a breach of fiduciary duties, Wendy's
20 argument fails immediately with respect to him. Section IV(L) of the Family Trust specifically
21 states that the "The Trustee is entitled to indemnification against any claims, liabilities, and
22 expenses, including attorney's fees and amounts paid in settlement, resulting from the acts or
23 omissions of the Trustee, so long as the Trustee's acts or omissions are not without reason, are
24 not in bad faith, and are not in violation of specific provisions of this Trust Agreement. Grantor
25 intends to provide the Trustee with indemnification to the maximum extent allowed by law." The
26 entitlement to using trust assets in the defense of claims by Wendy is completely warranted
27 based on the exculpatory jury verdict and her scattershot approach to litigation, including in the
28 Opening Brief, where everyone is at fault for everything.

1 **IX. Response to Attorneys' Fees and Costs (Wendy's Opening Br. ¶¶ 170-179)**

2 Pursuant to NRS 153.031(3), if the Court grants any relief to a petitioner, the Court "may,
3 in its discretion, order any or all of the following additional relief if the court determines that
4 such additional relief is appropriate to redress or avoid an injustice . . . Order the trustee to pay to
5 the petitioner or any other party all reasonable costs incurred by the party to adjudicate the affairs
6 of the trust pursuant to this section, including, without limitation, reasonable attorney's fees."
7 However, the "trustee may not be held personally liable for the payment of such costs unless the
8 court determines that the trustee was negligent in the performance of or breached his or her
9 fiduciary duties." *Id.* Furthermore, Section IV(L) of the Family Trust further restricts these
10 statutory conditions and provides that a Trustee "is to be personally liable or subject to surcharge
11 only if the Trustee should act without reason, in bad faith, or in violation of specific provisions
12 of this Trust Agreement."

13 First, as the predicate requirement is that the Court grants relief to Wendy, any
14 determination of her attorney's fees and costs is premature as the parties cannot assess the
15 ultimate result. Accordingly, Stan requests that this Court hold Wendy's request for attorney's
16 fees and costs in abeyance.

17 Second, Wendy is wholly incorrect and misleading when she states that because Todd
18 "breached his fiduciary duties . . . [b]y implication, all of the Trustees are liable." Wendy's
19 Opening Br. ¶ 171. This is the opposite of truthful. The jury specifically found that Stan did not
20 aid and abet any other trustee's breach of fiduciary duty and therefore not just by implication but
21 by fact found that Stan should not be liable for any other trustee's breach. Despite the jury
22 verdict, Wendy still states that the "payment of attorney's fees is clearly warranted given the
23 Trustees' breaches of fiduciary duty and refusals to remedy such breaches." *Id.*

24 Third, none of the justification for the substantial attorney's fees and costs is blamed on
25 Stan by Wendy. *Id.* ¶ 172. He was already found not to have breached his fiduciary duties and
26 there is no evidence that he acted "without reason, in bad faith, or in violation of" the Family
27 Trust.

1 **X. Response to Declaratory Judgment – Todd and Michael Kimmel Violated No**
2 **Contest Provision (Wendy’s Opening Br. ¶¶ 180-184)**

3 Wendy’s claim and arguments with respect to this declaratory judgment request have no
4 bearing on Stan and therefore no response is required.

5 **Affirmation**

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

8 DATED: July 31, 2019

9 McDONALD CARANO

10 By /s/ Adam Hosmer-Henner
11 Adam Hosmer-Henner, Esq.
12 100 West. Liberty Street, 10th Floor
13 Reno, Nevada 89501

14 *Attorneys for Stanley Jaksick,*
15 *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 31, 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.

7 Donald Lattin, Esq.
8 Robert LeGoy, Esq.
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16 Brendan P. Harvell, Esq.
17 Spencer Law, P.C.
18 500 N. Akard St., Suite 2150
19 Dallas, TX 75201

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

21 DATED: July 31, 2019.

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

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4836-9713-2190, v. 2

FILED
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PR17-00445
2019-07-31 07:10:37 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7405398

Exhibit 1

Exhibit 1

Case No. PR17-00445

Dept. No. 15

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

-oOo-

In the Matter of the:)
SSJ's Issue Trust.)

AND RELATED ACTIONS.)

VIDEOTAPED DEPOSITION OF WENDY JAKSICK, VOLUME V
called for examination by counsel for Todd B. Jaksick,
Beneficiary SSJ's Issue Trust and Samuel S. Jaksick, Jr.,
Family Trust pursuant to Notice, at the offices of Robison,
Sharp, Sullivan & Brust, 71 Washington Street, Reno, Nevada,
at 9:02 a.m., Friday, August 10, 2018, before Becky Van
Auken, a Certified Court Reporter.

APPEARANCES: (See separate page)

Reported by:

BECKY VAN AUKEN, CCR No. 418, RMR, CRR, CRC

1 APPEARANCES:

2 FOR TODD B. JAKSICK, BENEFICIARY, SSJ's Issue Trust
3 AND SAMUEL S. JAKSICK, JR. FAMILY TRUST:

4 ROBISON, SHARP, SULLIVAN AND BRUST
5 BY: THERESE SHANKS, ESQ
6 71 Washington Street
7 Reno, Nevada 89503

8 FOR PETITIONERS/CO-TRUSTEES TODD B. JAKSICK AND
9 MICHAEL S. KIMMEL OF THE SSJ's Issue Trust AND SAMUEL
10 S. JAKSICK, JR., FAMILY TRUST:

11 MAUPIN, COX & LEGOY
12 BY: DONALD A. LATTIN, ESQ.
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14 Reno, Nevada 89519

15 FOR STANLEY S. JAKSICK:

16 KREITLEIN LAW GROUP
17 BY: PHIL KREITLEIN, ESQ.
18 470 E. Plumb Lane, Suite 310
19 Reno, Nevada 89502

20 McDONALD CARANO
21 BY: ADAM HOSMER-HENNER, ESQ.
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23 P.O. Box 2670
24 Reno, Nevada 89505

25 FOR RESPONDENT WENDY A. JAKSICK:

SPENCER & JOHNSON PLLC
BY: ZACHARY E. JOHNSON, ESQ.
500 N. Akard Street, Suite 2150
Dallas, Texas 75201

ALSO PRESENT:

TODD B. JAKSICK
STANLEY S. JAKSICK
MICHAEL KIMMEL

DEJON DURIO
Certified Court Video Specialist

I N D E X

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85 Email from Wendy to Kevin Riley and Lexi

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86 Email from Wendy to Kevin Riley

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87 Email from Wendy to Todd, Stan and Lexi

1228

1 RENO, NEVADA, FRIDAY, AUGUST 10, 2018, 9:02 A.M.

2 -000-

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6 THE VIDEOGRAPHER: We are going on record.
7 The date is Friday, August 10, 2018, and the monitor
8 time is approximately 9:02 a.m.

9 This is the Video Deposition of Wendy
10 Jaksick, Volume V, in the matter of SSJ's Issue Trust.
11 The case number is PR17-00445, Department No. 15, as
12 filed in the Second Judicial District Court of the
13 State of Nevada, in and for the County of Washoe.

14 This deposition is being held at Robison,
15 Sharp, Sullivan & Brust, 71 Washington Street, Reno,
16 Nevada. The court reporter is Becky Van Auken of
17 Captions Unlimited.

18 I am a certified court video specialist.
19 My name is Dejon Durio of A Corrao Video. My address
20 is 5375 Kietzke Lane, Reno, Nevada.

21 Please note the audio and video will
22 continue to record unless all parties have agreed to
23 go off record. Microphones are sensitive and will
24 pick up whispers, private conversations, and cell
25 phone interference.

1 Counsel will now introduce yourselves, the
2 name of your firm, and whom you represent.

3 MR. KREITLEIN: Philip Kreitlein from
4 Kreitlein Leeder Moss representing Stanley Jaksick in
5 his capacity as co-trustee of the family trust.

6 MR. LATTIN: Don Lattin from Maupin, Cox &
7 LeGoy representing Todd Jaksick and Mike Kimmel and
8 Kevin Riley as co-trustees of the family trust and
9 Todd Jaksick as trustee of the SSJ Issue Trust.

10 MS. SHANKS: Therese Shanks from Robison,
11 Sharp, Sullivan & Brust representing Todd Jaksick in
12 his individual capacity.

13 MR. JOHNSON: Zachary Johnson on behalf of
14 Spencer & Johnson here with Wendy Jaksick.

15 THE VIDEOGRAPHER: Also joining us today?

16 MR. STANLEY JAKSICK: Stan Jaksick.

17 MR. MICHAEL KIMMEL: Michael Kimmel.

18 MR. TODD JAKSICK: Todd Jaksick.

19 THE VIDEOGRAPHER: Thank you.

20 Counsel may proceed.

21 MR. KREITLEIN: Thank you.

22 /////

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WENDY JAKSICK,

having been previously sworn, testified as follows:

EXAMINATION

BY MR. KREITLEIN:

Q Good morning, Ms. Jaksick. Is it okay if I refer to you as Wendy during your deposition this morning?

A Please.

Q Thank you.

My name is Philip Kreitlein. You know that I'm here representing Stan in his capacity as co-trustee of the family trust.

What I'd like to do this morning is go through some of the allegations of the first amended counterpetition that was filed by you, by your attorneys -- filed by your attorneys on behalf of you.

I know that we've looked at some of the allegations in relation to some of the other parties in this litigation. I would like to go through some of the allegations that were made in that counterpetition as they specifically relate to my client, Stan, in his capacity as co-trustee of the family trust. All right?

A Okay.

1 Q So can I have you turn in the exhibit
2 binders to Exhibit 5, I believe is your
3 counterpetition or your first amended counterpetition.

4 A Okay.

5 Q We're going to go through this kind of as
6 these paragraphs appear in the counterpetition. All
7 right?

8 A Okay.

9 Q Let me have you first turn to paragraph 21.
10 I believe it's on page 6 of 40 under the general
11 allegations.

12 Can I have you read paragraph 21 into the
13 record, please.

14 A "As demonstrated herein,
15 Counter-Respondents have failed to provide Wendy the
16 information to which she is entitled, and
17 Counter-Respondents are also the persons with
18 knowledge of the facts, as well as the documents, that
19 underlie each of their acts or omissions.
20 Accordingly, Wendy is unable to determine at this time
21 the entire scope and extent of the
22 Counter-Respondents' breaches and other acts or
23 omissions, and Wendy reserves the right to amend her
24 Counterpetition as discovery proceeds.

25 "Subject to this disclaimer and the

1 reservation of Wendy's right to amend this
2 Counterpetition, Wendy alleges the following."

3 Q All right. Thank you.

4 Let me point your attention specifically to
5 the phrase kind of in the center of paragraph 21 where
6 it reads "Accordingly, Wendy is unable to determine at
7 this time the entire scope and extent of
8 Counter-Respondents' breaches and/or acts or
9 omissions."

10 Since the filing of this counterpetition
11 back in February, have you discovered any fact,
12 document, or evidence that would give rise to any new
13 or additional claims against Stan in his capacity as
14 co-trustee of the family trust?

15 A Well, as I understand it, the co-trustees
16 all had an obligation to the beneficiaries when they
17 took that responsibility as a co-trustee. And I'm a
18 primary beneficiary, and I have learned more things
19 that have gone on since the date of this filing, and I
20 still don't know everything that has happened as far
21 as the co-trustees not acting in the beneficiaries'
22 best interest.

23 So, yes, I do think there are things that
24 have happened that Stan, as a co-trustee, is
25 responsible for.

1 Q And what would some of those new facts or
2 allegations or claims be against Stan?

3 A Well, Stan, as a co-trustee, the disclosure
4 of the information that I received -- now, granted,
5 Stan -- I don't think Stan knew a lot of them. I'm
6 learning from his deposition that he didn't know what
7 was going on either.

8 I don't know whose responsibility that is
9 to know what's going on and what your co-trustees are
10 doing or how that works legally, but to me, the
11 co-trustees should know, I mean, or they're going to
12 be responsible to answer to somebody if they don't
13 know what's going on.

14 So I believe that Stan should have stepped
15 in and -- and made some -- stopped some things from
16 happening if he knew they were going on.

17 Q And do you believe that you have
18 discovered, through the course of discovery or during
19 Stan's deposition, that Stan knew of things that he
20 should have stepped in and stopped?

21 A From Stan's deposition I learned that he
22 knew a lot less than I thought he knew. And I don't
23 think he knew -- I don't think he knew very much.

24 Q Okay. What I'm trying to determine is
25 whether or not the first amended counterpetition

1 contains all of your claims against Stan in his
2 capacity as co-trustee, or have new and additional
3 claims arisen through this process?

4 MR. JOHNSON: Objection to the extent it
5 calls for a legal conclusion.

6 THE WITNESS: I don't believe I know -- I'm
7 still in the dark in a lot of areas. So that's
8 difficult for me to answer because I don't know if new
9 things will arise during these depositions and since
10 this day.

11 But since the filing of this, there have
12 been transactions that have happened in the family
13 trust that I was unaware of, at this time of the
14 filing, that -- that -- Stan disclosed some things to
15 me, but I don't think he -- I don't know if he didn't
16 know the rest or didn't want me to know the rest or
17 whatever, but there's definitely been some things that
18 have happened that are not listed here.

19 So as a co-trustee, I guess it depends on
20 what Stan knew. You know, I mean, if Stan knew what
21 was going on -- I don't know the law, obviously, but I
22 know that Stan did -- he was the only one that was
23 giving me any information.

24 And so I think that either he just gave me
25 part of it or he knew more and didn't -- didn't want

1 to give it to me, but he was -- he acted like he was
2 giving me everything he knew.

3 BY MR. KREITLEIN:

4 Q So let me try to summarize. And please
5 correct me if I'm mischaracterizing your testimony.

6 As you sit here today you're not aware of
7 any specific new claims that are not already contained
8 in the first amended counterpetition that -- that
9 would be assertible against Stan? Or do you have any
10 knowledge of any new or specific claims that you will
11 be asserting against Stan in that capacity?

12 MR. JOHNSON: Objection. Calls for a legal
13 conclusion. Compound.

14 THE WITNESS: I'm leaving that open; I
15 would assume in case something else comes up.

16 But, I mean -- what is the definition of an
17 actual claim that we're -- can I -- can you tell me
18 that?

19 BY MR. KREITLEIN:

20 Q Well --

21 A Like a charge? Is that --

22 Q -- I'm not your attorney. But you've got a
23 number of counts --

24 A Counts, okay.

25 Q -- spelled out in your counterpetition.

1 A Okay. I know what you're talking about. I
2 mean, I just want to make sure I understood what that
3 meant.

4 Q Sure.

5 A So at this time, no, I do not have anything
6 that I know specifically that has changed Stan's --
7 but I don't -- that could change tomorrow. You know,
8 things happen. I learn new things now every day. I'm
9 finally learning some things from the trust.

10 Q I understand.

11 Let me have you turn to page 8 of
12 Exhibit 5, and let me have you read the first sentence
13 of paragraph 29.

14 A "Based on Wendy's understanding of Samuel's
15 intent, she does not believe Samuel would ever have
16 signed" -- "ever have or did sign the purported Second
17 Amendment. Based on information and belief, it is
18 Wendy's understanding that Stan's" -- I mean, excuse
19 me, "that Sam's secretary often signed Samuel's name."

20 Do you want me to keep going?

21 Q Oh, no. That's fine. That's fine.

22 So specifically with regards to
23 paragraph 29 and the information that you read into
24 the record, do you have any claims against Stan in his
25 capacity as co-trustee of the family trust that arise

1 out of the execution by your father of the second
2 amendment to the family trust?

3 MR. JOHNSON: Objection. Calls for a legal
4 conclusion.

5 THE WITNESS: Again, as a co-trustee, I
6 don't -- my understanding is that all the co-trustees
7 are supposed to know what the other ones are doing or
8 they're, you know, liable for that too, but I do not
9 believe Stan knew what was going on.

10 BY MR. KREITLEIN:

11 Q With regards to --

12 A With regards to the second amendment and
13 the signing of it by Jess -- by whoever, it not being
14 signed properly.

15 From the conversations I've had with Stan
16 and what Stan has disclosed to me over time -- and I
17 believe him -- is that he had absolutely no idea what
18 was going on with the second amendment.

19 Q All right. Thank you.

20 A Forging.

21 Q So you've questioned the validity of the
22 second amendment to the family trust.

23 Do you believe Stan in his capacity as
24 co-trustee of the family trust played any role in the
25 drafting or execution of the second amendment to the

1 family trust?

2 A I do not.

3 Q All right. Let me have you turn the page
4 to paragraph 30.

5 A What page -- oh, okay.

6 Q Paragraph 30 -- I'm sorry -- on page 9.

7 A Yes.

8 Q Let me just --

9 A Read it?

10 Q Yes, please.

11 A Okay. (As read): "SSJ's Issue Trust.
12 Samuel executed the SSJ Issue Trust Agreement, the
13 Issue Trust Agreement, establishing the SSJ Issue
14 Trust, the Issue Trust, on February 21, 2007. A copy
15 of the Issue Trust Agreement is attached as Exhibit 1
16 to the petition."

17 Q All right. Do you have any claims against
18 Stan in his capacity as co-trustee of the family trust
19 that relate to the creation or administration of the
20 issue trust?

21 MR. JOHNSON: Objection to the extent it
22 calls for a legal conclusion.

23 THE WITNESS: I don't believe Stan had
24 anything -- well, he wasn't a trustee of the issue
25 trust.

1 So you're asking me if he had any
2 involvement in the creation of it? Is that what --
3 BY MR. KREITLEIN:

4 Q I want to know if you have any claims that
5 you are asserting against Stan in his capacity as
6 co-trustee of the family trust in relation to the
7 formation or the administration of the issue trust.

8 A No.

9 Q All right. Okay. Let me have you turn
10 next to paragraph 35 which is on page 10 of 40. And
11 let me -- let me have you read just the first full
12 sentence there.

13 A Okay. "The Family Trust Co-Trustees and
14 the Issue Trust have refused to keep Wendy informed
15 and failed to fully disclose to her information
16 concerning the assets and property of the respective
17 trusts, their administration of the respective trusts,
18 and the transactions that were conducting [sic] on
19 behalf of the respective trusts."

20 Q All right. Thank you.

21 So as you sit here today, based on the
22 discovery that's been exchanged and based on the
23 testimony offered by Stan in this deposition, do you
24 believe that Stan in his capacity as co-trustee of the
25 family trust refused to keep you informed or failed to

1 fully disclose information to you that he had
2 concerning the assets and the property of the family
3 trust?

4 A From your -- from your wording, what you've
5 just said, I don't believe Stan -- I think Stan told
6 me what he knew as much as he knew. So I was given
7 partial information through Stan disclosing -- telling
8 me what was going on as much as he knew, I believe. I
9 don't believe that he knew the other things that were
10 going on or he would have told me.

11 Stan didn't try and hide things from me, I
12 don't believe, because we talked a lot. But he
13 never -- I never was told the information about the
14 family trust because I don't believe Stan knew what
15 was going on in the family trust other than what Stan
16 was running, the companies he was running that were
17 part of it. That's what I've learned through his
18 deposition.

19 Q Now, you testified yesterday that at -- at
20 some point in time that Todd was your primary contact
21 with regards to the trust administration. Are we
22 talking about just the issue trust or the issue trust
23 and the family trust that Todd was your primary point
24 of contact?

25 A Todd was the one in control, if you want to

1 use those words, or the -- and the primary contact.
2 If I asked Stan something, 99 percent of the time he'd
3 say, "You have to ask Todd."

4 So Todd was the one making decisions, in my
5 mind. Kevin was involved as well. The three of them
6 together as the co-trustees -- started off it was
7 all -- I thought they were all, you know, giving me
8 all the information. Come to find out I was getting
9 maybe 1 -- 2 percent, and that information would be
10 from Stan. But most of the time Stan didn't know.

11 Q So did you feel as though Todd supplied you
12 with much information? You indicated that he was your
13 primary point of contact. Did you try to communicate
14 with him regarding trust administration issues, both
15 of these trusts, the family trust and the issue trust?

16 A Yes, I did. And there was times when Todd
17 would give me information. Come to find out that most
18 of it was not true. But he'd give me information that
19 I relied on.

20 Q Okay. Did any information regarding the
21 administration of these trusts come from any other
22 sources?

23 MR. JOHNSON: Objection. Vague.
24 Ambiguous.

25 THE WITNESS: Kevin also.

1 BY MR. KREITLEIN:

2 Q All right. With regards to the allegation
3 that's contained in paragraph 35, that first sentence,
4 what time frame are we talking about? Are we talking
5 about from the date of your father's death through the
6 filing of this counterpetition?

7 A Yes.

8 Q So it's your allegation that during that
9 entire period of time there was a backlog of
10 information getting supplied to you by all of the
11 co-trustees; is that correct?

12 MR. JOHNSON: Objection. Vague.

13 THE WITNESS: What does "backlog" mean?

14 BY MR. KREITLEIN:

15 Q You weren't getting information -- there
16 was a bottleneck; the information wasn't flowing
17 through to you like you would have liked, like you
18 would have wanted, and like you requested?

19 A That is correct.

20 Q All right. Can I have you go ahead and
21 read, then, the second sentence of paragraph 35.

22 A "The Family Trust Co-Trustees and the Issue
23 Trust used their positions to control and utilize the
24 assets and property of the respective trusts for their
25 personal benefit at the expense of the trust, Wendy,

1 and Wendy's interest in the trusts."

2 Q All right. Thank you.

3 As you sit here today do you believe that
4 Stan in his capacity as co-trustee of the family trust
5 used his position to control and utilize the assets
6 and property of the family trust to his benefit at
7 your expense?

8 A I do not.

9 Q So the allegation that's contain in the
10 second sentence in paragraph 35, that's really
11 directed towards other co-trustees and not
12 specifically to Stan?

13 A From my knowledge -- from what I know as I
14 sit here today, I have not been -- I have not seen
15 anything where Stan benefitted and it affected me
16 personally -- well, I guess I -- other than the Bronco
17 Billy's situation. So I guess I probably should put
18 that back in there, because the Bronco Billy's
19 situation I believe Stan participated in, and it
20 negatively affected me. So that is the family trust.
21 So, yes, I need to say that.

22 Q All right. So aside from the Bronco
23 Billy's issue, which we've discussed --

24 A Right.

25 Q -- ad nauseam -- and it's probably going to

1 be the subject of much discussion throughout the
2 day -- aside from the Bronco Billy's situation, that's
3 the only transaction that you take issue with with
4 regards to Stan and his administration?

5 A Other than the fact that I think that he
6 should have been more involved and gotten in the other
7 co-trustees', you know, faces or whatever and said,
8 "We need to get" -- "What's going on here?"

9 So I -- and I guess -- I don't know if you
10 can -- if he's -- if that's something that is -- he's
11 responsible to do, but I don't think, even at this
12 point now, that if Stan would have done that, they
13 would have -- he wouldn't have gotten accurate
14 information anyway.

15 Q All right. Let me have you turn to page 11
16 of 40, paragraph 37. Can I have you read that first
17 sentence into the record?

18 A Yes. "On December 5, 2011, the Tahoe
19 property was apparently transferred from the Family
20 Trust to SSJ LLC, a single-member limited liability
21 company, wholly owned by Samuel."

22 Q So as you sit here today, what role do you
23 believe Stan, in his capacity as co-trustee of the
24 family trust, played in the transfer of the Lake Tahoe
25 property from the family trust to SSJ LLC in December

1 of 2011?

2 A I don't believe he had anything to do with
3 that.

4 Q So no role whatsoever?

5 A No.

6 Q All right. As you sit here today what role
7 do you believe Stan, as co-trustee of the family
8 trust, played in the transfer of the Lake Tahoe
9 property from SSJ LLC to Incline TSS in December of
10 2012?

11 A None. He had no knowledge of it.

12 Q All right. Are you claiming that Stan, as
13 co-trustee of the family trust, breached any fiduciary
14 duty owed to you relating to the transfers of the Lake
15 Tahoe property to Incline TSS?

16 MR. JOHNSON: Objection. Legal conclusion.

17 THE WITNESS: I don't believe Stan knew
18 about it, so I don't know how he could breach things
19 if he didn't know about it. He knew what I knew,
20 which was nothing.

21 BY MR. KREITLEIN:

22 Q So would that be a no, then?

23 A That would be a no.

24 Q All right. Thank you.

25 Let me have you turn to the next page,

1 paragraph 38, and have you read that first sentence
2 into the record.

3 A "At some point Todd and his family
4 purportedly acquired 46 percent interest in the Tahoe
5 property."

6 Q Did Stan, as co-trustee of the family
7 trust, play any role in Todd and his family acquiring
8 46 percent interest in the Tahoe property based on
9 your knowledge today?

10 A No.

11 Q So do you have any claims against Stan with
12 regards to the transfer of the 46 percent interest in
13 the Tahoe property to Todd and his family?

14 A No.

15 Q Let me have you turn next -- the next
16 paragraph, paragraph 39.

17 A "When Sam died just four months after the
18 purported transfer of the Tahoe property to
19 Incline TSS, Todd realized he could or did not want to
20 make his and his family's portion of the payments owed
21 on approximately a \$6 million loan on the Tahoe
22 property."

23 Q Let me have you go ahead and read the next
24 sentence.

25 A "As a result, Todd came up with a scheme to

1 pay down the debt with the funds from the \$6 million
2 life insurance policy payable to the Issue Trust."

3 Q All right. As you sit here today do you
4 believe that Stan in his capacity as co-trustee of the
5 family trust participated in the scheme that's
6 identified in this paragraph to pay down the debt on
7 the Tahoe property by using the life insurance
8 proceeds payable to the issue trust?

9 A Well, first let me clarify that this
10 actually is not accurate as we sit here today. More
11 information has been found out, because actually the
12 ownership of Incline TSS was a hundred percent Todd at
13 this time. It was not anything with Stan and I.

14 So during the year of 2013, according to
15 Todd's -- or the Incline TSS tax returns, they owned
16 it a hundred percent solely. So, yes, it definitely
17 was a scheme that Stan and I had no idea about.

18 Q So your testimony is that Stan did not
19 participate in this scheme?

20 A No. Definitely not.

21 Q All right. Let me have you turn to page 14
22 of 40, paragraph 43. Can I have you read the first
23 complete sentence there?

24 A Yes. "Samuel S. Jaksick, Jr., individually
25 of the Family Trust and on behalf of his

1 representative, executors, trustees, successors and
2 assigns, and Todd B. Jaksick and Dawn Jaksick,
3 individually, TBJSC Trust and TBJ Investment Trust,
4 and on behalf of their representatives, executors,
5 trustees, successors and assigns purportedly executed
6 the indemnification and contribution agreement on
7 January 1, 2008."

8 Q So we're talking about Todd's
9 indemnification agreement; is that correct?

10 A Yes.

11 Q All right. As you sit here today -- based
12 on the evidence that's been presented, based on the
13 documentation, based on the testimony of Stan -- as
14 you sit here today do you believe that Stan in his
15 capacity as co-trustee of the family trust played any
16 role in the formation or execution of Todd's purported
17 indemnification agreement?

18 A No.

19 Q As you sit here today do you believe that
20 Stan in his capacity as co-trustee of the family trust
21 breached any fiduciary duty he owed to you in relation
22 to Todd's purported indemnification?

23 MR. JOHNSON: Legal conclusion.

24 THE WITNESS: Considering he didn't know
25 it, I don't know how he could have given me

1 information on it, so no.

2 BY MR. KREITLEIN:

3 Q All right. Thank you.

4 Let me have you -- let me have you read the
5 first full sentence of paragraph 44 down at the
6 bottom, Wendy.

7 A "It appears Todd manufactured the purported
8 indemnification agreement and is using it to pay off
9 any obligation he incurs in relation to the Trust, in
10 addition to his personal obligations."

11 Q So as we sit here today have you seen any
12 evidence that Stan in his capacity as co-trustee of
13 the family trust aided, abetted, or assisted Todd in
14 his attempts to utilize his purported indemnification
15 to avoid personal or business debts?

16 A No.

17 MR. JOHNSON: Objection to the extent it
18 calls for a legal conclusion.

19 THE WITNESS: I'm sorry. No.

20 BY MR. KREITLEIN:

21 Q Do you believe that Stan played any role
22 whatsoever in -- or aided Todd in Todd's use of the
23 purported indemnification?

24 A Not to my knowledge.

25 Q Let me have you turn to paragraph 46.

1 That's on page 16 of 40. Let me have you read that
2 first sentence, Wendy.

3 A "Wendy was very recently informed that an
4 alleged indemnification contribution agreement
5 similarly" -- "similar" -- excuse me -- "to Todd's may
6 have been executed in favor of Stanley, Stanley's
7 purported indemnification. Because Wendy" -- oh --

8 Q You can go ahead.

9 A Okay. "Because Wendy believes that she and
10 other family members would have been aware of such
11 indemnity agreement long before now, pending the
12 discovery of additional information concerning same,
13 Wendy contends any such indemnity agreement is invalid
14 and contests same."

15 Q So based on the documents and based on the
16 testimony of Stan in his deposition, as you sit here
17 today do you believe that Stan in his capacity as
18 co-trustee of the family trust breached any fiduciary
19 duty owed to you in relation to his purported
20 indemnification?

21 MR. JOHNSON: Objection. Legal conclusion.

22 THE WITNESS: Stan told me about his -- his
23 indemnification agreement when he found out about it,
24 which was -- well, I don't remember when, but it was a
25 year or so after my dad died -- and said that he had

1 never heard of it or -- so Stan -- I don't see he
2 could have when he didn't know about it.

3 BY MR. KREITLEIN:

4 Q So that would be a no?

5 A Yes.

6 Q Do you have any knowledge of Stan
7 attempting to utilize his purported indemnification
8 agreement to avoid any business or personal debts?

9 A He has not.

10 Q All right. Let me have you read the first
11 full sentence of paragraph 47.

12 A "In 2016 Todd negotiated the sale of
13 certain property owned by Bright Holland Company,
14 known as Fly Ranch, the Fly Ranch Property, to the
15 Burning Man Project."

16 Q All right. Again, based on the testimony,
17 based on the documents that you've seen in this case
18 produced thus far, as you sit here today do you
19 believe that Stan in his capacity as co-trustee of the
20 family trust breached any fiduciary duty owed to you
21 in relation to the sale of the Fly Ranch by Todd in
22 2016?

23 MR. JOHNSON: Objection. Legal conclusion.

24 THE WITNESS: Again, other than the fact
25 that I was not given any information, Stan -- other

1 than what Stan had, Stan did not have all the
2 information. So I think he gave me what he knew. So
3 he did not breach, no.

4 BY MR. KREITLEIN:

5 Q And what information did he know that he
6 disclosed to you?

7 A He said that Fly Geyser -- well, I said --
8 I read about it and actually -- I read it -- well, he
9 didn't have this disclosure, I guess. But I read
10 about it in the newspaper, that Fly Geyser had been
11 sold. No one told me. None of the trustees told me
12 that it sold or was even in escrow.

13 So when I brought it up, Stan said, "Yes,
14 Fly Geyser sold, and you and I each have a
15 13 percent," you know, "interest in that, in the
16 Bright Holland company, so Todd owes us 13 percent of
17 the sale."

18 Q And what did you do in relation to that
19 information once you received it from Stan?

20 A I asked Todd and Kevin about it as well.

21 Q And what information did you get back from
22 Todd and Kevin?

23 A Kevin told me that Todd was putting --
24 leaving the money in an escrow account for 125 or
25 -35 days, something like that, and that they could --

1 they would discuss with me what was going to happen to
2 it after that.

3 So then I contacted Kevin on the 140th day,
4 or whatever it was, and said, "Okay. Time has gone by
5 now. What's happening with that distribution" -- or,
6 I mean, "the sale of Fly Geyser?" And he said that
7 "Todd has decided not to distribute any of the money
8 at this time to the beneficiaries."

9 Q At that point had you calculated what your
10 share of that transaction should have netted you?

11 A I was -- yeah, I think so. I don't
12 remember what it was, but it was around \$785,000.
13 Something like that.

14 Q So based on the information that you
15 received from Kevin, what did you do?

16 A I called Stan and asked Stan -- and told
17 Stan what I was told, and he said there was nothing --
18 that Todd was the one running it, and he figured that
19 that was ridiculous.

20 He also said that -- I think -- during this
21 whole conversation about Fly Geyser, he had told me
22 that even the attorneys that they talked to every
23 Monday, the Maupin, Cox group, had said, "This is a
24 great way to get Wendy some money and release her some
25 money, and so we should do that," and that Todd

1 ignored that.

2 Q Did you attempt to make any contact with
3 Maupin, Cox regarding this issue?

4 A No. They made it clear to me in the first
5 letter that they wrote me after my dad's death that
6 they represented Todd and Stan on behalf of my dad's
7 trust, not me.

8 Q So they refused to communicate with you?
9 Is that your testimony?

10 MR. LATTIN: I'm going to object. That's
11 not what she said, and that mischaracterizes the
12 testimony.

13 THE WITNESS: Well, we can -- we can look
14 at the document they sent me.

15 But, no, I did still -- I communicated with
16 them. I sent them emails when I wanted to ask, you
17 know, a question or so forth, and they -- I think they
18 responded to me a couple of times and I think
19 they respond -- then they would respond through my
20 attorneys. But I never thought, after probably the
21 first year, that they were on my side.

22 BY MR. KREITLEIN:

23 Q But they were another source of
24 information, were they not?

25 A Yes.

1 MR. LATTIN: I'm going to object. It
2 mischaracterizes the evidence.

3 Also, our firm doesn't represent BHC at
4 that time. It was represented by Nick Palmer. So
5 when you're talking about this, you're making
6 misrepresentations about who represented who.

7 MR. JOHNSON: Objection. Vague and
8 ambiguous.

9 MR. KREITLEIN: Okay. I'm trying to get
10 out of the witness exactly who she communicated with
11 or what information and how many sources of
12 information she had regarding this transaction. She
13 said that she contacted your firm. So, I mean, it is
14 what it is. And whatever that response is, that's her
15 story to tell.

16 And I apologize if I mischaracterized.
17 I'll try to correct that, Don.

18 THE WITNESS: I never knew Nick Palmer was
19 involved in anything.

20 BY MR. KREITLEIN:

21 Q So you didn't attempt to try to contact
22 Nick Palmer regarding this transaction?

23 A I didn't have any information knowing he
24 was even involved.

25 Q All right. Did you ever try to contact

1 Todd directly with regards to the decision that you
2 were informed?

3 A Yes.

4 Q And?

5 A He wouldn't respond. He would have Kevin
6 respond or he would wait maybe several weeks or so and
7 then give me an email that was purported -- he would
8 always, in his email, say, "We've discussed this a
9 hundred times, like in," and he would, like, relate to
10 a date.

11 And I didn't understand why he would do
12 that all the time when it wasn't true. But now after
13 the lawsuit is started, I get it. He would do it so
14 that -- try to protect him about what -- things that
15 he'd never told me, because he never told me the
16 things that he said that he did in his emails.

17 Q All right. Let me have you turn to
18 paragraph 49 on page 17. This is regarding the Bronco
19 Billy's sale. Let me have you read paragraph 49 into
20 the record, please.

21 A "The sale of Bronco Billy's Casino, base
22 information and belief. Samuel, through the Family
23 Trust, owned 18 percent interest in Bronco Billy's
24 Casino. In 2015 Bronco Billy's was apparently sold
25 for approximately 30 million, netting about

1 5.4 million for the Family Trust interest."

2 Do you want me to continue?

3 Q Yes, please.

4 A Okay. "Wendy expected her share of the
5 Family Trust would be" -- "substantially benefit from
6 its one-third interest in the sale proceeds. However,
7 despite Samuel's interest being held in the Family
8 Trust, it was represented to Wendy that she and her
9 share of the Family Trust did not have an interest in
10 Bronco Billy's. Instead, apparently Todd and Stanley,
11 directly or in trust, each owned 50 percent of
12 Samuel's interest in Bronco Billy's at the time of the
13 sale.

14 "When Wendy complained about the Bronco
15 Billy's transaction, she was told she did not have an
16 interest in Bronco Billy's and she and her share of
17 the Family Trust were not entitled to any of the
18 proceeds of the sale because she did not have a gaming
19 license from the Colorado Division of Gaming, a
20 ridiculous response.

21 "In essence, Todd and Stanley stole Wendy's
22 interest in the trust, in turn, in the sale proceeds
23 from Bronco Billy's."

24 Q All right. Thank you.

25 So based on the documentation that's been

1 produced in this case and based on the testimony of
2 Stan that's been provided thus far, do you believe
3 that the allegations contained in paragraph 49 are a
4 true and accurate description of the transaction
5 involving Bronco Billy's?

6 A Well, no, I didn't -- as an example, I
7 didn't have the right information at that point when
8 we filed this. That's my -- an interpretation of what
9 I have been told from the co-trustees, that the sale,
10 you know -- regarding the sale, and that those numbers
11 and everything are not accurate that I've learned now.

12 Q All right. So the numbers and the
13 transactions described in paragraph 49, that's not
14 necessarily what you believe today as you sit here?

15 A That's correct.

16 Q All right. So the last sentence of
17 paragraph 49 reads, in essence: Todd and Stanley
18 stole Wendy's interest in the trust and, in turn, the
19 sale proceeds from Bronco Billy's.

20 As you sit here today do you believe that
21 Stan in his capacity as co-trustee stole your interest
22 in the trust in the sales proceeds from Bronco
23 Billy's?

24 A No. I have learned differently now.

25 Q As you sit here today do you believe that

1 you now know what happened to the proceeds from the
2 sale of Bronco Billy's that were owned by the family
3 trust?

4 MR. JOHNSON: Objection. Vague.
5 Ambiguous.

6 THE WITNESS: Well, I have a pretty good
7 idea, after the depositions and so forth and finding
8 out exactly what interest my dad owned and how it
9 was -- Kevin sent me an email saying he took it out of
10 the trust and gave it to them individually, which, of
11 course, I didn't know. And I also know that you don't
12 need to have gaming license in order to receive
13 proceeds of a sale.

14 BY MR. KREITLEIN:

15 Q How do you know that?

16 A I know that from talking to the Colorado
17 Board of Gaming.

18 Q So you contacted the Colorado Gaming
19 Control Board yourself?

20 A I did.

21 Q Was that in writing or was that over the
22 phone?

23 A Over the phone.

24 Q And detail that conversation for us.

25 A It was very simple. I asked if a casino in

1 the state of Colorado sold, are the laws that you have
2 to have a gaming license to receive the proceeds from
3 a sale; not from everyday business stuff and business
4 income but from the sale.

5 And they said no, it can go to -- she gave
6 me an example. The lady gave me an example that
7 people -- there have been people that have given
8 their -- have been -- it's been donated to the animal
9 shelter or -- I can't remember exactly what -- ACP --
10 ASPCA when -- when a casino has a sale. Different
11 from casino income.

12 Q And what did you do with that information?
13 Did you contact Stan? Did you contact Todd?

14 A Oh, yeah. We talked about it several
15 times.

16 Q And what was the response? Who did you
17 talk to and --

18 A I talked to -- well, I didn't talk to
19 Kevin. I believe my stuff with Kevin was email. But
20 I talked to Stan, and Stan said that wasn't his
21 understanding from what Todd and Kevin had told him.

22 And Todd basically said, "We've discussed
23 this with you numerous times. We can't believe you
24 can't figure it out still. We'll have to have another
25 meeting to discuss it." That was his way of acting

1 like they told me it numerous times, but they never
2 told me numerous times what was going on. They never
3 told me it was for sale.

4 Q So what is your understanding -- as you sit
5 here today, what is your understanding as to where
6 those proceeds went and where they are today?

7 A Well, from the sale or from all of Bronco
8 Billy's?

9 Q All of Bronco Billy's.

10 A Okay. Well, I know that the casino
11 board -- the Bronco Billy's board held onto the
12 proceeds that should have been -- if my dad was still
13 alive, he would have received as income, his income
14 from his ownership of the casino. They held those
15 until the boys got licensed.

16 Once the boys were licensed, then they
17 released those funds -- and I believe they were
18 somewhere around a million dollars -- and that went
19 into the family trust to pay debt. That's what --
20 that's what I've been told.

21 And then -- I don't -- I was told that that
22 continued to happen until the sale happened. So the
23 money was put into the family trust to pay bills.

24 And then the sale came about. Kevin told
25 me that it was not going to go through, that they were

1 not a strong enough company -- in an email this is
2 what he told me -- so that it was -- and I said, "Well
3 it says it's gonna close in 10 days." And it ended up
4 closing, like, a month or two later. But he said he
5 didn't believe it was going to go through.

6 And actually what Kevin sent me was the --
7 how strong the company was, a link to how strong the
8 company was and their financial situation, or
9 whatever, compared to what they would need to do to
10 qualify to buy the place.

11 And I read it, and it said that they were
12 going to extend the -- the offer for 60 days or
13 something like that. So Kevin sent me that
14 information. And then he said, below it, he didn't
15 believe that it would ever go through again.

16 Then the sale happened and -- they didn't
17 tell me when it closed escrow, but Stan did. Stan
18 then told me that, "No, Bronco Billy's is closed
19 escrow." So Stan gave me that information.

20 And then I said, "Well, where's my share of
21 it?"

22 He said, "Well, you're going to have to ask
23 Kevin."

24 I contacted Kevin, and Kevin said, "There's
25 no reason for us to discuss this issue anymore because

1 as of now, Bronco Billy's is no longer a part of the
2 family trust. It is outside the family trust. The
3 ownership of Bronco Billy's is outside the family
4 trust now and is owned by Stan and Todd individually."

5 Q Okay. My question was regarding the sales
6 proceeds, where the money went. That's what I'm
7 trying to figure out. What's your understanding --

8 A Oh, I'm sorry.

9 Q That's all right.

10 MR. JOHNSON: Slow down, Wendy.

11 THE WITNESS: Okay.

12 BY MR. KREITLEIN:

13 Q I'm trying to find out your understanding
14 as far as where the actual proceeds went and where
15 they are.

16 A From the sale.

17 Q From the sale.

18 A Okay. So they went into half Stan's and
19 half Todd's accounts. And then -- I don't know how
20 long they were there, but then they were -- they were
21 going to put them back into the family trust. And I
22 don't -- from what I know, I think -- I don't know if
23 this is correct or not -- but that Todd put his
24 portion into the family trust, or at least some of
25 it -- I don't know about the exact amount -- and that

1 Stan put in a portion of it, but at this time he was
2 concerned about me not ever getting anything, and he
3 didn't think that was right, after we had discussed
4 this transaction. He said, "That wasn't fair that
5 Wendy got completely screwed on Bronco Billy's," so he
6 put money -- \$400,000 into a trust aside for me.

7 Q So as we sit here today do you believe that
8 Stan in his capacity a co-trustee of the family trust
9 breached any fiduciary duty that he owed to you in
10 relation to the sale of the shares of Bronco Billy's?

11 MR. JOHNSON: Objection. Legal conclusion.

12 THE WITNESS: I don't think Stan
13 intentionally did, but I do believe that there was --
14 that, yes, there was a breach there; maybe not
15 intentional, because he was listening to the other
16 co-trustees.

17 And I guess that, you know, really -- I
18 don't know if it's percentage that they vote on or if
19 everybody gets a vote. I don't know how that works
20 really with the co-trustees. But I think that no
21 matter what -- they were upset that Stan -- or at
22 least I know Todd was upset -- that Stan was holding
23 back that money for me. So Stan was trying to help me
24 is what I'm trying to say.

25 /////

1 BY MR. KREITLEIN:

2 Q You're not claiming that was a breach by
3 withholding that \$400,000 out for you?

4 A Not at all.

5 MR. JOHNSON: Objection. Legal conclusion.

6 THE WITNESS: I thanked him for it.

7 BY MR. KREITLEIN:

8 Q All right. Let me have you turn next to
9 paragraph 51. Let me have you read the first complete
10 sentence there.

11 A "Despite Wendy's request, Co-Trustees have
12 further breached their fiduciary duties to Wendy by
13 refusing to provide her with full disclosure and
14 accounting concerning the Bronco Billy's transaction."

15 Q Do you believe that Stan in his capacity as
16 co-trustee of the family trust breached his fiduciary
17 duty by refusing to provide you with full disclosure
18 and accounting with regard to the Bronco Billy's
19 transaction?

20 MR. JOHNSON: Objection. Legal conclusion.

21 THE WITNESS: I don't think that Stan --
22 Stan was not -- I believe that Stan was not given
23 information either. Maybe it's because they knew that
24 he would talk to me.

25 But I believe Stan did what he could to not

1 breach. But I guess it depends on the definition of
2 "breach" because I didn't get the full disclosure,
3 so -- but I don't blame Stan for that.

4 BY MR. KREITLEIN:

5 Q All right. So then any claim arising out
6 of this paragraph would not be directed towards Stan;
7 it would be directed at some of the other co-trustees?

8 MR. JOHNSON: Objection. Legal conclusion.

9 THE WITNESS: In my opinion, yes.

10 BY MR. KREITLEIN:

11 Q All right. Thank you.

12 Let me have you read the first complete
13 sentence of paragraph 52, please.

14 A "This transaction is a perfect example of
15 the co-trustees' continued efforts to manipulate the
16 Family Trust and its property, and to use their
17 position of authority and control over same for their
18 personal benefit at the expense of the Trust, the
19 Beneficiaries of the Trust, and particularly at the
20 expense of Wendy and her family."

21 Q As you sit here today are you alleging that
22 through the Bronco Billy's transaction, Stan used his
23 position as co-trustee of the family trust to his
24 personal benefit at the expense of you and the family
25 trust?

1 A No.

2 Q All right. As you sit here today are you
3 alleging that Stan in his capacity as co-trustee of
4 the family trust participated in an ongoing scheme to
5 minimize distributions to you?

6 MR. JOHNSON: Objection. Legal conclusion.

7 THE WITNESS: I think Stan did the
8 opposite.

9 BY MR. KREITLEIN:

10 Q Well, let me have you read the second
11 sentence of paragraph 52.

12 A "It is also consistent with and appears to
13 be a part of the Co-Trustees' ongoing scheme to
14 minimize distributions to Wendy in an effort to force
15 her to agree to settle her interest in the Trust."

16 Q So let me ask you that question again after
17 you've read that -- or after you've read that
18 sentence.

19 Are you alleging that Stan in his
20 individual capacity -- I'm sorry, in his capacity as
21 co-trustee of the family trust participated in an
22 ongoing scheme to minimize distributions to you?

23 A In what you just said, no.

24 Q All right. Thank you.

25 Beginning there at the bottom of page 18,

1 paragraph 53, can I have you read that paragraph,
2 paragraph 53, into the record, please? This is
3 relating to the purported second amendment to the
4 family trust.

5 A Can I -- I don't know if I can -- in the
6 last thing -- the last sentence that I just read, when
7 you asked me the question, you asked me a different
8 question than exactly what it read, what it says in
9 the -- on the page.

10 Q All right.

11 A And I just wanted to clarify that I do know
12 that -- that the other co-trustees, as well as
13 counsel, their counsel, had tried to have Stan discuss
14 settlement with me because he was the closest one to
15 me. They thought that was the easiest way to get --
16 get me, during those times, to settle. I know that.
17 So I wanted to clarify that they were using Stan as a
18 tool, I believe.

19 Q And are you suggesting that that was --
20 that amounted to Stan participating in an ongoing
21 scheme to minimize distributions?

22 A No, but that he was involved in the
23 settlement discussions, trying to get me to settle and
24 so forth. But I don't believe that Stan -- no, he did
25 not minimize distribution scheme, no.

1 Q So at whatever point you're talking
2 about -- and I don't want to put words in your mouth
3 because I don't know what period of time you're
4 talking about -- was Stan your primary point of
5 contact, your only point of contact? What was Stan in
6 relation to these settlement discussions?

7 A Stan was --

8 MR. LATTIN: I'm going to object in that
9 settlement discussions should not be a subject of
10 communication.

11 BY MR. KREITLEIN:

12 Q At the point of time where these settlement
13 discussions supposedly took place, were you talking to
14 anybody other than Stan? Were you talking to Todd?
15 Were you talking to Kevin? Were you talking to
16 Maupin, Cox? Were you talking to Nick Palmer?

17 MR. LATTIN: Objection to form. It's
18 compound.

19 THE WITNESS: Talking to, no. At this
20 stage they were -- nobody -- nobody wanted to talk to
21 me. I believe that what Stan was -- Stan was talking
22 to me about -- about settling. And then he -- he said
23 that -- he wasn't telling me I needed to do that; he
24 was saying here's -- if you want some money right
25 now --

1 BY MR. KREITLEIN:

2 Q I don't want to talk about the specifics
3 of --

4 A All right. So --

5 Q -- anything. I just want to talk about
6 generally.

7 Who was -- who were you talking to?

8 A Stan.

9 Q And was Stan the only person that you were
10 talking to at this time?

11 A No.

12 Q Who else were you talking to?

13 A Through emails, Kevin, maybe once or twice.

14 Q All right. So Kevin was supplying you with
15 information regarding what at this point? And -- do
16 you recall --

17 A Nothing. BHC -- I asked him a question
18 about -- oh, I guess that's different, the BHC trust,
19 because he's a trustee.

20 So the family trust, Stan was my -- Stan.

21 Q All right. Thank you for that
22 clarification. I understand.

23 So moving now to paragraph 53.

24 A Okay. Do you want me to read?

25 Q Yes, please.

1 A "The purported second amendment to the
2 Family Trust on December 10th, 2012. Sam S. Jaksick,
3 Jr., purportedly executed the purported Second
4 Amendment."

5 Continue?

6 Q Yes.

7 A "Although the purported Second Amendment
8 was allegedly executed in 2012, Wendy was not aware of
9 its existence until it was produced to her after she
10 retained counsel in 2016. The purported Second
11 Amendment, like many other documents created during
12 Todd's involvement with Samuel's trust and various
13 businesses, came out of nowhere and appears to be
14 contrary to Sam's intent concerning Wendy and
15 expressed by Samuel over the years."

16 Q So I know that we touched on this because
17 there's reference to the purported second amendment
18 earlier in the counterpetition. But what role do you
19 understand Stan played in the formation, drafting, or
20 execution of the purported second amendment?

21 A Zero.

22 Q All right. So as you sit here today are
23 you claiming that Stan in his capacity as co-trustee
24 of the family trust breached any fiduciary duty that
25 he owed to you in the drafting, execution, or

1 administration of the purported second amendment?

2 MR. JOHNSON: Object to the extent it calls
3 for a legal conclusion.

4 THE WITNESS: I don't think that -- no, I
5 don't.

6 BY MR. KREITLEIN:

7 Q All right. Let's take a look at some of
8 the causes of action that have been asserted against
9 the co-trustees in the counterpetition.

10 Let me have you turn to Count -- Count II.
11 Count II is failure to disclose and adequately account
12 to compel accounting.

13 Let me have you turn to page 24 of 40,
14 paragraph 68. Let me have you read that first
15 sentence there.

16 A "The Counter-Respondents have failed to
17 fully disclose and account to Wendy for many years."

18 Q All right. Now, we've sat through a number
19 of days of depositions where you've given testimony,
20 and you've talked repeatedly about the co-trustees
21 having failed to supply you with information, but
22 you've also given numerous examples of communication
23 going back and forth between yourself and the
24 co-trustees.

25 As you sit here today do you believe that

1 Stan in his capacity as co-trustee of the family trust
2 breached his fiduciary duty owed to you by failing to
3 fully disclose and account to you the administration
4 of the family trust?

5 MR. JOHNSON: Objection. Legal conclusion.

6 THE WITNESS: I know that -- I don't
7 believe that Stan had been given full disclosure
8 himself to know what information to pass on to me, if
9 that was the case. After sitting here, I don't
10 believe he -- he didn't know much more than I know or
11 knew.

12 BY MR. KREITLEIN:

13 Q Do you believe Stan disclosed to you what
14 information he had?

15 A Yes, I do.

16 Q And that he fully and completely disclosed
17 to you any information that he had?

18 MR. JOHNSON: Objection. Speculation.

19 THE WITNESS: I'm not sure of that, but I
20 know that -- I believe he gave me the information,
21 yeah, that he knew. But I don't know fully because I
22 don't know what -- what fully was out there.

23 BY MR. KREITLEIN:

24 Q Well, you've heard his -- you've heard his
25 deposition testimony?

1 A Yes.

2 Q You've heard what information he had?

3 A Yes.

4 MR. JOHNSON: Objection. Vague.

5 Ambiguous.

6 BY MR. KREITLEIN:

7 Q Was there anything in his testimony, as far
8 as disclosures, that came new to you?

9 MR. JOHNSON: Objection. Vague.

10 Ambiguous.

11 THE WITNESS: No. I think Stan -- you mean
12 in his deposition? I think he told me everything --
13 all of that before.

14 BY MR. KREITLEIN:

15 Q All right. Let me have you turn to page 25
16 of 40. We're looking at Count III for civil
17 conspiracy and aiding and abetting.

18 Can I have you read the first full sentence
19 of paragraph 73?

20 A "Wendy asserts that the Trustees, acting in
21 their individual and trustee capacities, have
22 conspired and/or aided and abetted the Trustees to the
23 extent that they undertook any actions which resulted
24 in a breach of the Trustees' fiduciary duties."

25 Q So as you sit here today do you believe

1 that Stan in his capacity as co-trustee of the family
2 trust breached his fiduciary duty owed to you by
3 conspiring, aiding and abetting the other co-trustees
4 in the administration of the family trust?

5 MR. JOHNSON: Objection. Legal conclusion.
6 Compound.

7 THE WITNESS: No, I do not believe he was
8 involved in that.

9 BY MR. KREITLEIN:

10 Q Next page, under Count IV, aiding and
11 abetting, breaches of fiduciary duty, paragraph 80.
12 Can you read that into the record, please?

13 A "The Counter-Respondents provided
14 substantial assistance to each other in breaching
15 their fiduciary duties by, and among other things,
16 aiding and abetting, participating in, and/or
17 assisting with their fraudulent actions or statements
18 and other wrongful conduct."

19 Q All right. As we sit here today do you
20 believe that Stan in his capacity as co-trustee of the
21 family trust provided substantial assistance to each
22 other -- to the other co-trustees in the breaching of
23 their fiduciary duties?

24 MR. JOHNSON: Objection. Legal conclusion.

25 THE WITNESS: I think that Stan should have

1 been -- when he took on the role of co-trustee, I
2 think he should have made sure he knew more -- that's
3 what I think -- so that he could have been -- he could
4 have helped disclose more information to the
5 beneficiaries; not just me, but other beneficiaries as
6 well.

7 I believe that Todd withheld that
8 information from Stan at this point. After listening
9 to Stan's testimony, I don't believe that Stan was
10 responsible for -- he didn't know anything. I mean,
11 he knew what he knew. So I don't believe that he was
12 responsible for these things in that way.

13 As a co-trustee -- I don't know the law,
14 but I know that they should know what each other are
15 doing or they should stand up and say stop doing it.
16 But I don't think Stan knew what was going on.

17 BY MR. KREITLEIN:

18 Q And why do you think Stan didn't know what
19 was going on? Because he wasn't fulfilling his duties
20 as a fiduciary to ask more questions or because the
21 information that he was being supplied was not
22 accurate?

23 MR. LATTIN: Objection. Speculation.

24 THE WITNESS: The information he was being
25 supplied was not accurate.

1 BY MR. KREITLEIN:

2 Q All right. Let me have you read
3 paragraph 84 under Count V, actual fraud. We're going
4 to go through the elements of intentional
5 misrepresentation. Let me have you read paragraph 84
6 into the record, please.

7 A "The elements of intentional
8 misrepresentation are, one, a false representation
9 made" --

10 Q I'm sorry. Can I interrupt you there?

11 A Yeah.

12 Q Let me just have you stop after you read --
13 after you read subparagraph 1.

14 A Okay.

15 Q Go ahead.

16 A "A false representation made by the
17 Defendant."

18 Q So in this case, let's assume the defendant
19 would be Stan. Do you believe that Stan made any
20 false representations to you in the administration of
21 the family trust?

22 MR. JOHNSON: Object to the extent it calls
23 for a legal conclusion.

24 THE WITNESS: Not that I know of that he
25 was aware of, no.

1 BY MR. KREITLEIN:

2 Q All right. Go ahead. Number 2.

3 A "Defendant's knowledge or belief that its
4 representation was false or that the Defendant has an
5 insufficient basis of information for making the
6 representation."

7 Q Do you believe that Stan breached his
8 fiduciary duties in this regard?

9 MR. JOHNSON: Objection. Legal conclusion.

10 THE WITNESS: Not to my knowledge.

11 BY MR. KREITLEIN:

12 Q All right. Subsection 3.

13 A "Defendant intended to induce Plaintiff to
14 act or refrain from acting upon the
15 misrepresentation."

16 Q All right. So we're assuming that
17 misrepresentations were made. But you've already
18 indicated, I believe -- and correct me if I'm wrong --
19 that you don't believe that Stan knowingly made any
20 misrepresentations to you. Is that correct?

21 MR. JOHNSON: Legal conclusion.

22 THE WITNESS: I don't believe Stan knew
23 more than I did much. That's correct.

24 BY MR. KREITLEIN:

25 Q All right. We don't need to go through the

1 rest of it, then, if you don't believe --

2 A Okay.

3 Q -- that Stan made any misrepresentations to
4 you.

5 MR. JOHNSON: Legal conclusion.

6 BY MR. KREITLEIN:

7 Q Let me have you take a look now at
8 paragraph 90 down at the bottom of page 27. Can I
9 have you read first full sentence into the record?

10 A "Wendy requests the Trustees to be removed
11 by the Court for the breaches of fiduciary duty and
12 other actions described herein, as well as their
13 strong bias against Wendy and her family, that has
14 created an irreconcilable conflict in their
15 administration of the Trust."

16 Q Do you believe that Stan should be removed
17 as co-trustee of the family trust?

18 A Yes.

19 Q Why?

20 A Because I believe it should be -- I think
21 the co-trustees should be someone that is completely
22 independent from the -- everything that's gone on and
23 so forth. It's too -- I just -- yes, I do. He should
24 be removed.

25 Q And is that based on -- on your belief that

1 there was any wrongdoing on behalf of Stan or just
2 your general belief that trustees should be
3 third-party independents with no skin in the game, so
4 to speak?

5 MR. JOHNSON: Objection. Vague.

6 THE WITNESS: Well, I believe that -- Stan
7 and I had had this discussion before, and he was
8 willing to step down. He didn't -- he was --
9 everything was going so crazy; he did not care if he
10 was the -- a trustee of the issue trust because of
11 the -- what was happening with the lawsuit pending.

12 And so the -- by Stan staying in as a
13 trustee over all these companies, if Todd was to stay
14 in these companies, would -- we'd be in the same
15 position, because Todd would not be giving Stan the
16 accurate information and it would just be -- we'd be
17 in a lawsuit forever probably.

18 BY MR. KREITLEIN:

19 Q Okay. Let me have you turn to page 28 of
20 40, paragraph 92, under Count VII of your
21 counterpetition, unjust enrichment and constructive
22 trust. Do you have that?

23 A Oh, yeah, right here. I'm sorry.

24 Q Can you read paragraph 92, the definition
25 of unjust enrichment, into the record?

1 A "Unjust enrichment occurs when a person has
2 and retains a benefit which, in equity and good
3 conscience, belongs to another."

4 Q Go ahead.

5 A Oh. "Unjust enrichment is the unjust
6 retention of a benefit to the loss of another, or the
7 retention of money or property of another against the
8 fundamental principles of justice or equity and good
9 conscience."

10 Q So do you believe that you understand the
11 definition of unjust enrichment?

12 A Yes.

13 Q Do you believe that Stan in his capacity as
14 co-trustee of the family trust was unjustly enriched
15 in any way through his actions as administrator or
16 co-trustee of the administration of that trust?

17 MR. JOHNSON: Objection. Legal conclusion.

18 THE WITNESS: At this point, not to my
19 knowledge.

20 BY MR. KREITLEIN:

21 Q The last issue that I want to talk to you
22 about is -- there's been a lot of discussion regarding
23 disclosure and your attempts to gain information and
24 your claim that you were not supplied adequate
25 information by the various co-trustees or other

1 parties, including co-trustees' counsel.

2 As alleged in your counterpetition, one of
3 the specific allegations is that there was not full
4 disclosure to you. And that counterpetition was
5 filed, I believe -- the initial counterpetition -- the
6 original counterpetition might have been filed in
7 January of 2018.

8 So as of January 2018 you did not believe
9 that there had been full disclosure to you; is that
10 correct?

11 A I still don't believe there has been.

12 Q All right.

13 (Exhibit 82 was marked.)

14 BY MR. KREITLEIN:

15 Q Let me hand you what's been marked as
16 Exhibit 82. Take just a minute to review that.

17 A Okay.

18 Q Have you seen this document before, Wendy?

19 A Yes, I have.

20 Q What is this document? Describe it for the
21 record, please.

22 A The document is the initial communication
23 or the early communication between Maupin, Cox & LeGoy
24 and my previous counsel, Dana Dwiggin, when I was
25 living in Las Vegas.

1 Q What's the date of this correspondence?

2 A January 27th, 2017 -- wait a minute. Yeah,
3 that's correct.

4 Q And you believe that to be accurate as to
5 when -- approximately when your prior counsel would
6 have received it?

7 A Yes.

8 Q And what is attached to this letter dated
9 January 27, 2017?

10 A There are documents that she requested --
11 that she asked be supplied for my benefit from the
12 trusts.

13 Q And are you aware as to whether or not the
14 documents that are identified on WJ000445 through
15 449 -- in the far right-hand column are a number of
16 documents that are identified by Bates stamp number.
17 The center column, of course, identifies a particular
18 document.

19 Do you know whether or not these documents
20 were actually provided to your prior counsel?

21 A I believe -- yes. I don't know -- I'd have
22 to go through every one of them, but I believe they
23 were.

24 Q Okay. So what -- can you take a look,
25 then, at what is contained on these pages in the far

1 left-hand column. What do these -- what information
2 is contained in the far left-hand column? Do you
3 know?

4 A The documents that we had requested.

5 Q Okay. So these are the documents that were
6 requested by your prior counsel to Maupin, Cox &
7 LeGoy. And then the center column is Maupin, Cox &
8 LeGoy's response to those document requests?

9 A Yes.

10 Q And then the Bates stamp number that was
11 stamped on the documents themselves.

12 So you recall receiving this attachment?

13 A Oh, I was -- yes, the attachment. But on
14 the far right-hand side there's many that were not
15 supplied because they were blank.

16 Q And we're going to talk about those.

17 A Okay.

18 Q Okay. So the documents that are
19 identified, JSK0001 through the end, 744, were you
20 able to confirm that there were in fact 744 pages of
21 documents that were provided by Maupin, Cox & LeGoy
22 that were attached to this correspondence?

23 A I don't know the numbers of -- number of
24 pages. I don't recall.

25 Q Was there a -- were the documents provided

1 pretty voluminous? Was there a lot of documents that
2 Maupin, Cox & LeGoy provided?

3 MR. JOHNSON: Objection. Vague.

4 THE WITNESS: In January -- I never -- I
5 didn't physically see the documents. I was already
6 living in Texas, so it was by communication from me
7 and Dana Dwiggins over the telephone. So I don't know
8 what the stack looked like or, um -- she just looked
9 at -- we started going through them, the documents
10 that they had provided.

11 BY MR. KREITLEIN:

12 Q You were not provided copies of these
13 documents yourself?

14 A Well, copies, like physical copies --

15 Q Yes.

16 A -- or you mean like --

17 Q Yes. Either physical copies or on a CD
18 that you could pull up on a computer. Anything like
19 that.

20 A Well, you could pull it up on -- you could
21 pull -- the ones that she sent to me, you could pull
22 up -- a lot of them anyway -- on, like -- in that
23 Dropbox, you know. You could connect to the Dropbox,
24 or whatever it was, and then you could view them that
25 way. So the physical -- no, I never saw any physical.

1 Q So the documents that were requested by
2 your prior counsel, did you aid her in the preparation
3 of this list of documents that were prepared?

4 A No.

5 MR. JOHNSON: Objection. Compound. Vague.
6 BY MR. KREITLEIN:

7 Q When looking through this list of documents
8 that she requested -- I understand that this
9 attachment was prepared by Maupin, Cox.

10 A Oh, I see what you're saying. I'm sorry.

11 Q Let's operate on that assumption, because
12 it appears to have been attached to this
13 correspondence.

14 A Okay.

15 Q Looking through that list of documents that
16 Maupin, Cox is representing through this
17 correspondence that your prior counsel prepared, does
18 this list of documents requested appear to be all the
19 documents that you wanted and/or needed regarding the
20 administration of these trusts, or were there other
21 documents that you would have liked to have had that
22 weren't requested?

23 Does that make sense?

24 A Yes.

25 Q I kind of went on and on there, but --

1 A I can't recall. I -- I know that she and I
2 had discussed things that I was very concerned about.

3 MR. JOHNSON: Don't talk about what you
4 discussed with your attorney.

5 THE WITNESS: Oh. Okay.

6 BY MR. KREITLEIN:

7 Q Looking through --

8 A Okay.

9 Q -- looking through this attachment --

10 A Uh-huh.

11 Q -- does this appear to be -- under the
12 "Document Requested" column, does this appear to be
13 all the documents that you would have needed or
14 wanted?

15 A Okay. Let me -- can I review them?

16 Q Absolutely. Take all the time you need.

17 A Okay.

18 MR. JOHNSON: Objection. Vague.
19 Ambiguous.

20 THE WITNESS: Okay. Can you ask your
21 question again? I'm sorry.

22 BY MR. KREITLEIN:

23 Q Now that you've had an opportunity to
24 review the documents that are identified as the
25 requested documents, were there other documents that

1 you felt you needed that were not either provided or
2 identified on this -- on this spreadsheet relating to
3 the administration of the trusts --

4 A Yes.

5 Q -- the family trust or the issue trust?

6 A Yes.

7 Q And what other documents would you be
8 looking for that are not identified here?

9 A Well, I mean, I don't have a -- I can't
10 tell you off the top of my head, but I know that there
11 are things that are on there, as I sit here today, we
12 did not -- that we would have requested information on
13 the -- the first amendment to -- what happened to the
14 first amendment that -- we never got a copy of the
15 third one or second one. I don't remember which one
16 we never got a copy of.

17 But in the second amendment it relates --
18 it goes back to talking about "this replaces such and
19 such one, such and such one," and there was -- we
20 didn't have copies of those. We just had the 2006 one
21 that was the restated one.

22 Q Do you know whether or not your attorney
23 requested those documents from anyone?

24 A Well, I know that -- that was the first
25 time that I had understood that there was a second

1 amendment that did away with, you know, a lot of the
2 restated one. So, yes, I definitely know that that
3 was something that we were talking about, so -- we
4 needed that information.

5 Q My question was: Do you know whether or
6 not --

7 A Oh, she --

8 Q -- there was a formal request?

9 A I have no idea.

10 Q All right. Anything else, just off the top
11 of your head, that you can think of?

12 A Yes. The operating agreements for several
13 of the other companies that are not listed here.

14 Q That were inside the family trust or the
15 issue trust or outside the family trust and issue
16 trust?

17 MR. JOHNSON: Objection. Legal conclusion.

18 THE WITNESS: Inside.

19 BY MR. KREITLEIN:

20 Q Okay. And do you know whether or not a
21 formal request was made by your counsel for those
22 documents?

23 A I don't know. I don't know.

24 Q All right. Anything else that you can
25 think of? And I'm not trying to trip you up --

1 A No, I know.

2 Q -- or pin you into a corner --

3 A No, not that -- no, not that I can think
4 of. The section -- I don't know -- the section that
5 was empty I'm sure was requested. We asked again, I
6 would assume.

7 And then, like I said, I was in Dallas. So
8 at that time, then we decided it was best for me to
9 get counsel that was local so that I could work with
10 someone.

11 Q All right. So you've made reference to
12 blank sections that are in this spreadsheet. And it
13 would indicate on this spreadsheet that there was a
14 former request made. By way of example, item No. 2, a
15 copy of the option agreement relating to Todd's
16 purchase of the Tahoe residence.

17 The response apparently -- if I'm reading
18 this right -- from Maupin, Cox & LeGoy is "You will
19 need to request documents from Kent Robison, Esq., who
20 is Todd's personal attorney."

21 Do you know, sitting here today, for
22 certain whether or not there was a request made to
23 Kent Robison for that particular document?

24 A At this moment?

25 Q Yes.

1 A I do not know.

2 Q Have you seen any request coming from Dana
3 Dwiggins' office to Kent Robison asking for a copy of
4 that document?

5 A I did not see one. I -- just from what she
6 verbally told me.

7 MR. JOHNSON: Don't -- don't talk about --

8 THE WITNESS: Oh. Okay.

9 BY MR. KREITLEIN:

10 Q All right. Did you see the email dated
11 November 18th of 2016 that Dana Dwiggins had
12 apparently sent to Maupin, Cox requesting these
13 documents? Did you ever see that email?

14 A I'm sure that I -- I can't recall, but I'm
15 sure I have. I'm sure that it was forwarded to me.

16 Q All right. Do you happen to know if there
17 was a similar email ever sent to Stan or anyone
18 purportedly representing Stan?

19 A Well, we assumed that Stan was being
20 represented by Maupin, Cox & LeGoy.

21 Q All right. Okay. So this is the only --
22 the email dated November 18th that you believe you've
23 seen a copy of, that's the only request that you're
24 actually aware of having gone out for -- for
25 documents?

1 MR. JOHNSON: Objection. Vague.
2 Ambiguous.

3 THE WITNESS: I know there was follow-up
4 ones asking for "we still are looking for this" or
5 whatever, but I don't know -- yeah, so there was
6 definitely follow-up on -- regarding the ones that
7 they were looking for. I know that there was -- there
8 was --

9 THE VIDEOGRAPHER: Counsel, I'm sorry to
10 interrupt. We're going to need to go off record.

11 MR. KREITLEIN: All right.

12 THE VIDEOGRAPHER: This is the end of video
13 disc No. 1 in the Video Deposition of Wendy Jaksick,
14 Volume V. We are going off record, and the monitor
15 time is approximately 10:19 a.m.

16 (A recess was taken.)

17 THE VIDEOGRAPHER: We are going back on
18 record. The monitor time is approximately 10:40 a.m.

19 This marks the beginning of video disc
20 No. 2 in the Video Deposition of Wendy Jaksick, Volume
21 V, in matter of SSJ's Issue Trust.

22 This deposition is being taken at Robison,
23 Sharp, Sullivan & Brust, 71 Washington Street, Reno,
24 Nevada. My name is Dejon Durio of A Corrao Video.

25 Counsel may proceed.

1 BY MR. KREITLEIN:

2 Q Wendy, before the break we were -- we were
3 talking about what's been marked as Exhibit 82. Do
4 you still have that document in front of you?

5 A Yes.

6 Q What we were trying to establish is the --
7 what documents were actually produced to your prior
8 counsel, what documents had been requested by your
9 prior counsel, and whether or not you had had an
10 opportunity to review those documents.

11 Do you recall that?

12 A Yes.

13 Q All right. So I believe you testified that
14 you don't really know the exact number of documents
15 that were produced by Maupin, Cox in accordance with
16 this January 27, 2017, letter, but there were a large
17 volume of documents that were produced? Is that -- is
18 that your testimony?

19 MR. JOHNSON: Objection. Vague.

20 THE WITNESS: I guess it depends on what
21 "large volume" is. But I know -- if you go through
22 these -- I mean, they're only limited to a few things.
23 So, I mean, I know that there's a lot of things that
24 we asked for.

25 This was just -- we didn't even know where

1 to begin because we had not been given -- you know, we
2 didn't know things. So this was kind of like, I would
3 assume, our beginning of starting to look at stuff and
4 review the tax returns, the -- those kinds of things
5 we'd never -- I'd never seen before.

6 BY MR. KREITLEIN:

7 Q But those were produced in accordance with
8 this letter that you recall?

9 A I think they were. I think the -- yes, I
10 think they were. I don't know -- for Dad's they were,
11 you know. We asked for his tax returns, that 7 --
12 whatever it's called -- 06 -- is that right? -- or --
13 I don't know. Whatever it is. But I know that
14 that -- I remember that those came.

15 And then we wanted individual ones for the
16 different companies and stuff. We got some things,
17 and some things we didn't.

18 BY MR. KREITLEIN:

19 Q All right. Well, this letter indicates
20 that there were some 793 pages that were produced. Do
21 you have reason to doubt that there were actually 793
22 pages produced?

23 A I have no idea the numbers that was
24 produced.

25 Q All right. And I apologize if we've

1 already touched over this, but I can't recall if I
2 asked or I intended to ask, so I'll just ask again.

3 There were a number of documents that were
4 identified in the spreadsheet that those requests
5 would have to go straight to Kent Robison.

6 And do you recall seeing any communication
7 from Dana Dwiggins' office to Mr. Robison's office
8 requesting these missing documents?

9 MR. JOHNSON: Objection. Asked and
10 answered.

11 THE WITNESS: I don't. I remember her
12 asking why he had individual counsel for something
13 that was under the trust. That's all I remember her
14 asking.

15 BY MR. KREITLEIN:

16 Q But you don't know if she actually took the
17 next step and went back to Mr. Robison and asked for
18 those documents?

19 A I do not know.

20 Q Okay. Do you recall seeing follow-up
21 emails or follow-up letters back to Maupin, Cox asking
22 for additional documents other than the ones that are
23 detailed on this exhibit?

24 A Yes.

25 Q And did Maupin, Cox respond to those

1 document requests in providing additional documents?

2 A I think they did at -- I mean, I can't -- I
3 don't know exactly what the documents were. But I do
4 remember her always saying to me, like, we're --

5 MR. JOHNSON: Stop.

6 THE WITNESS: Okay. Sorry. I'm not
7 supposed to talk about that.

8 Yes, I think that there was follow-up -- I
9 mean backup. Or additional.

10 BY MR. KREITLEIN:

11 Q Okay. So additional requests by Dana
12 Dwiggins' office and additional responses by Maupin,
13 Cox's office?

14 A Correct.

15 Q All right. But yet in your petition you've
16 indicated that there's not been full disclosure.
17 Would these efforts not constitute an attempt by the
18 co-trustees at full disclosure?

19 MR. JOHNSON: Objection. Legal conclusion.
20 Vague.

21 THE WITNESS: That's -- I don't think these
22 documents even start -- they might start touching the
23 surface, but they're definitely not full disclosure of
24 everything that's taken place.

25 /////

1 BY MR. KREITLEIN:

2 Q Okay. But you had an opportunity to
3 request other documents regarding other transactions.
4 Did you take that opportunity?

5 MR. JOHNSON: Objection. Vague.

6 THE WITNESS: We didn't know what the
7 opportunity or the transactions were. We had to start
8 somewhere.

9 BY MR. KREITLEIN:

10 Q Okay. I understand.

11 With regards to the original petition filed
12 by the co-trustees, not including Stan, do you recall
13 having any communications with Stan regarding that
14 original petition, the petition for approval that was
15 filed by the Maupin, Cox firm with the Court that
16 initiated this -- this action? Do you recall having
17 any communications with Stan regarding the filing of
18 that petition?

19 A The filing of it?

20 Q Yes.

21 A We discussed it at some point. I don't
22 know if it was before or after the filing of it.

23 Q What was the nature of that discussion?

24 A Stan did not agree with the filing. He did
25 not agree with the filing that the trust had

1 submitted, the accounting and whatever else it's
2 called -- I can't remember what it's called, but -- in
3 October -- on October 2nd -- I mean August 2nd. I
4 know it's -- I know the date of it. I don't -- but I
5 know Stan said that he did not agree with it.

6 Q He didn't agree with the proposed actions
7 that were attached to that original petition? You had
8 that discussion with him, with Stan?

9 A I think it must have been after the filing.
10 Yes. We did.

11 Q Okay. Anything else that you can recall
12 regarding those discussions about that initial
13 petition or the approvals that were sought by way of
14 that original petition?

15 A Stan hadn't seen a whole bunch of things
16 that were in there.

17 Q All right. Did you ever ask Stan to
18 file -- join in with you in the filing of a
19 counterpetition in opposition to that initial petition
20 that was filed by the Maupin, Cox firm?

21 A No.

22 Q You didn't have any discussion with Stan
23 along those lines at all?

24 A To file a --

25 Q To join with you in your filing of an

1 opposition to that original petition.

2 A No.

3 Q Okay.

4 A Not that I recall, unless I'm missing
5 something that I don't understand.

6 Q All right.

7 MR. KREITLEIN: That's all I have for
8 Wendy. Thank you.

9 THE WITNESS: Okay.

10 MR. HOSMER-HENNER: Are you okay with not
11 taking a break?

12 THE WITNESS: Yeah. We just had one.

13
14 CONTINUED EXAMINATION

15 BY MR. HOSMER-HENNER:

16 Q Welcome back -- welcome back to me --
17 Wendy.

18 A Thank you.

19 Q I wanted to turn your attention to
20 Exhibit 11, please, in your binder.

21 A Okay.

22 Q And do you recall speaking about this
23 document earlier in the case, earlier during your
24 deposition?

25 A Let me just -- oh. Yes.

1 Q And do you know this to be Todd's purported
2 indemnification agreement?

3 A Yes, I do.

4 Q Will you remind me of the first time that
5 you saw this document?

6 MR. JOHNSON: Objection. Asked and
7 answered.

8 THE WITNESS: Oh, boy. When Stan emailed
9 it to me.

10 BY MR. HOSMER-HENNER:

11 Q Was that in approximately April of 2015?

12 A Possibly. I don't know exactly.

13 Q Can you turn to Exhibit A, which is TJ0866.

14 A A -- right here? A?

15 Q No. Sorry. It's Exhibit A to Exhibit 11.

16 A Oh. Where is that? I'm sorry.

17 Oh, take it out?

18 Oh, Exhibit A. I'm sorry. Okay. It was
19 on the top.

20 Q And you've had the chance, since this
21 litigation began, to go through these documents -- to
22 go through this list?

23 A Yes.

24 Q Had you seen Exhibit A at any time prior to
25 April of 2015 when you saw the entire agreement?

1 A No.

2 Q And you understand that these are the
3 obligations that Todd is seeking indemnification from
4 the family trust for?

5 A Payment, yes.

6 Q And let me rephrase that.

7 A Okay.

8 Q Some of these obligations are the ones that
9 Todd is seeking payment from the family trust for.

10 A On Exhibit A? Yes.

11 Q There are 21 of these, and I'm just going
12 to ask you briefly about each one to see if you have a
13 specific recollection about them, but --

14 A Okay.

15 Q -- do you recall a promissory note jointly
16 entered into by Todd and Sam or by the family trust
17 for Duck Lake Ranch in item No. 1?

18 A No.

19 Q Do you recall the entry in the promissory
20 note mentioned in item No. 2?

21 A No.

22 Q The promissory note mentioned in item
23 No. 3?

24 A No.

25 Q The promissory note in item No. 4?

1 A No.

2 Q And the promissory note in item No. 5?

3 A No.

4 Q Were you provided with any of these
5 promissory notes prior to April of 2015?

6 A No.

7 Q Have you seen these promissory notes since
8 April of 2015?

9 A No.

10 Q Could you please turn to TJ0867.

11 Have you seen any -- do you recall any of
12 the promissory notes or option agreements mentioned on
13 this page?

14 A Yes.

15 Q Which ones?

16 A Number 6.

17 Q And that was a promissory note related to
18 the life insurance trust?

19 A Yes. Through Jackrabbit.

20 Q And do you understand that to still be an
21 outstanding obligation?

22 A Well, it depends on who you ask, I guess.

23 Q Let's focus on just you --

24 A Do I think it's an outstanding -- my
25 portion of it?

1 Q Yes.

2 A Part -- part -- part of it. Not all of it,
3 but part of it, yes.

4 Q And any other promissory notes on this
5 page?

6 A The Jackrabbit -- oh, wait. Hang on a
7 minute. The six -- this one -- oh, no. None of the
8 other ones.

9 Q Were you provided with any of these notes
10 or option agreements prior to 2015?

11 A Just No. 6. None of the others.

12 Q And you did see the promissory note? Do
13 you recall approximately what time it was?

14 A On No. 6?

15 Q Uh-huh.

16 A Oh, I saw it when it was first established
17 in 1995 and then again when my dad redid it, extending
18 it and so forth, in probably 2011.

19 Q And based on your understanding of that
20 life insurance trust, what would be the explanation
21 for Todd to be indemnified for that obligation?

22 MR. JOHNSON: Objection. Legal conclusion.

23 THE WITNESS: I have no idea.

24 BY MR. HOSMER-HENNER:

25 Q Do you understand that that was an

1 obligation that Todd and Sam were jointly liable on?

2 MR. JOHNSON: Legal conclusion.

3 THE WITNESS: No.

4 BY MR. HOSMER-HENNER:

5 Q Is it your understanding that this was an
6 obligation of the family trust exclusively?

7 MR. JOHNSON: Objection. Legal conclusion.

8 THE WITNESS: I thought it was an
9 obligation to Jackrabbit, and I didn't know who
10 Jack -- I thought Jackrabbit was my dad at that time.

11 BY MR. HOSMER-HENNER:

12 Q And what did you understand the bracketed
13 paragraph or bracketed sentence to mean where it says
14 "to be assigned by Jackrabbit to Sam Jaksick
15 individually as new debtor"?

16 A Well, when I saw that, then I -- that they
17 were -- that he was -- it was being assigned from
18 Jackrabbit back to my dad individually. That's what
19 it sounded like to me.

20 Q Turn to page TJ0868. And do you -- have
21 you seen any of the loans, notes, or option agreements
22 mentioned on this page in items 12 through 19?

23 A No.

24 Q Everything on this page, with the exception
25 of item 18, seems to be an individual obligation of

1 Todd Jaksick or his TBJ Investment Trust?

2 A Yes.

3 MR. JOHNSON: Objection. Legal conclusion.
4 BY MR. HOSMER-HENNER:

5 Q Are you aware of any of these line items
6 that have been used by Todd as collateral for any
7 notes or obligations?

8 A I don't know.

9 Q So on 4505 Office Way in item 12, are you
10 aware that that's been put up for collateral for any
11 obligation?

12 A I don't know, no.

13 Q On 17, the Cadillac automobile loan?

14 A The what?

15 Q On item 17, the Cadillac automobile loan.

16 A The car? Yes.

17 Q Do you understand that to be used as an
18 obligation for -- to be used as collateral for any
19 family trust entity?

20 A No.

21 Q And I'll ask you a very simple question,
22 which is: Do you have any understanding for why your
23 dad would have agreed to indemnify Todd for the loan
24 on the Cadillac?

25 A No.

1 Q Turn to TJ0869. Do you recall either of
2 those promissory notes?

3 A Nope.

4 Q Would it be fair to say that, with the
5 exception of the life insurance trust that is
6 referenced in item 6, that you were not provided with
7 any of the promissory notes or other, we'll say,
8 supporting documentation for any of these obligations
9 prior to April 2015?

10 A None.

11 Q Have you been provided with any information
12 or these notes since April 2015?

13 A I don't believe so.

14 Q At the time that you were entering into the
15 ACPAs, did you have any information to allow you to
16 assess the amount of this -- of these indemnification
17 obligations?

18 A No. As a matter of fact, they weren't --
19 they weren't even given an amount in the financials.
20 It just said "unknown."

21 Q Would your opinion about those ACPAs and
22 the use of the family trust proceeds have changed if
23 you had -- if you'd been provided with Exhibit A?

24 MR. JOHNSON: Objection. Form.

25 THE WITNESS: Yes.

1 BY MR. HOSMER-HENNER:

2 Q And would your opinion have changed
3 concerning every action you took with the family trust
4 if you had known the extent of this indemnification
5 obligation?

6 A To the best of my knowledge, I would say
7 pretty close. I mean, yes, it -- to the best of my
8 knowledge, what this does is it leaves -- it gives me
9 actually an explanation why every time I asked about a
10 distribution, that they would say to me that there are
11 outstanding debts, because there would be forever.

12 Q And your understanding was that you would
13 eventually be getting a cash distribution from the
14 family trust?

15 A I -- it depends on what entity we're
16 talking about. But I believed that -- that my money
17 would go into trust and would be there for my lifetime
18 to take care of me.

19 Q How did you understand that Luke's subtrust
20 would be funded?

21 A From the family trust.

22 Q And if there were no assets remaining in
23 the family trust after debts or expenses were paid,
24 how did you understand that Luke's trust -- did you
25 understand that Luke's subtrust could be funded?

1 A Well, I was told -- what I read in my dad's
2 trust was that no one was to receive anything until
3 the grandchildren's trusts were fully funded. So I
4 believed that that had already -- had happened, I
5 mean, or would have happened immediately the first
6 time that Bronco Billy's -- or we got any money for
7 anything and the -- the debts were paid off. But that
8 didn't happen, so of course I did not know that Luke
9 would not get any money.

10 Q And could you turn to Exhibit 74, which is
11 a financial statement of the family trust.

12 A Page what?

13 Q Exhibit 74.

14 A Oh. Right here. Okay.

15 Q I'd like you to turn to page 14 of this
16 exhibit.

17 A 13 or 14?

18 Q Page 14 of the exhibit, please.

19 A Okay. I'm there.

20 Q Do you see the two entries at the bottom,
21 "Total assets on hand, March 31st, 2016"?

22 A Yes, I see that.

23 Q And do you see the "Fiduciary Acquisition
24 Value" column and the "Estimated Value" column?

25 A Yes.

1 Q And they're both approximately 3.3 million?

2 A Yes.

3 Q Is that your understanding that this
4 financial statement indicates that the total assets,
5 the plus column of the trust, is approximately
6 3.3 million in March 31st, 2016?

7 MR. JOHNSON: Objection. Legal conclusion.

8 THE WITNESS: Yeah, I don't believe any of
9 that -- any of these numbers. Is that -- were you
10 asking me if I --

11 BY MR. HOSMER-HENNER:

12 Q If that's just what you understood was the
13 representation.

14 A That's what they're representing, yes.

15 Q And if you turn two pages, you see "Notes
16 Receivable" on JSK001245?

17 A On page 16?

18 Q On page 17 of the family trust report.

19 A Okay.

20 Q That shows notes and other receivables as
21 approximately 1 million?

22 A Yes.

23 Q And if you turn to page 18, it lists the
24 closely held businesses?

25 A Correct.

1 Q And so is it your understanding that those
2 are all in the assets versus liabilities; if we divide
3 everything into assets and liabilities, that those
4 would be all in the things the family trust has, the
5 assets? Is that right?

6 MR. JOHNSON: Objection. Vague.

7 THE WITNESS: No, I don't believe that.

8 BY MR. HOSMER-HENNER:

9 Q Other than the notes receivable, the
10 closely held businesses and the assets, are there any
11 other categories of assets or resources that you
12 believe the family trust has?

13 A Are you saying it has -- what --

14 Q That it's represented to you that it has on
15 the plus side of the accounting ledger.

16 A Yes, I believe there's a lot more.

17 Q And how -- in what form?

18 A In form of -- well, for one thing, notes
19 that are payable from the indemnification, if, you
20 know, we're not using the indemnification. I mean,
21 there's a ton of notes payable to the trust.

22 I also believe that there's a lot of water
23 rights, extensive amount of water rights, that were
24 never even listed on my dad's assets that my dad
25 owned, and I don't know how they never got listed.

1 Q My question is: Based on these
2 representations, would you say it's fair to say that
3 the trust on the plus side of the ledger sheet has
4 approximately the 3.3 million in assets, the 1 million
5 in notes receivable and approximately 1.5 million in
6 closely held businesses?

7 A No.

8 Q Are those the representations, though, that
9 were made to you --

10 A Yes.

11 Q -- based on this?

12 A Yes.

13 Q And so that total is approximately
14 6.87 million? Is that what you would understand if
15 you were just to read this?

16 A That's what I would understand.

17 Q If you turn to page 31, JSK001259, do you
18 see the total contingent trust obligations of
19 approximately 9 million?

20 A Yes.

21 Q And I'm not asking you whether you believe
22 these numbers but only whether these were the numbers
23 that were presented to you via this financial
24 statement.

25 A Yes.

1 Q And of that 9 million, if you look above in
2 the column, there's 4.3 million for Jackrabbit,
3 598,000 for Winnemucca Ranch and 2.3 million for
4 Buckhorn. Do you see those entries?

5 A I do.

6 Q And those are all under Todd's
7 indemnification agreement?

8 A Yes.

9 Q And so if you total those up -- and I'm
10 sorry for involving math -- but that's approximately
11 8 million? Is that right?

12 MR. JOHNSON: Objection. The calculation
13 is whatever it is.

14 BY MR. HOSMER-HENNER:

15 Q What is your understanding of the total
16 contingent amounts requested under the
17 indemnification? Are those those three entries?

18 A I remember it to -- to be around 8 million.

19 Q And the total contingent trust obligations
20 would be 9 million. And your understanding or what
21 you've been told is that you're not entitled to a
22 distribution until all debts are satisfied, including
23 those contingent trust obligations?

24 A Correct.

25 Q And Luke's subtrust couldn't be funded

1 until all debts are satisfied?

2 A That is correct.

3 Q And so if these contingent obligations came
4 due, that there would be more liabilities in the trust
5 than assets based on our earlier comparison of the
6 numbers?

7 A That's correct.

8 Q So that means if Todd's indemnification was
9 enforced, you would not receive anything from the
10 family trust, nor would Luke?

11 A That is correct.

12 MR. JOHNSON: Objection. Legal conclusion.

13 THE WITNESS: That's correct.

14 BY MR. HOSMER-HENNER:

15 Q Can I refer you back to Exhibit 1 now,
16 please.

17 And you remember the discussion about this
18 December 11, 2017, agreement with Rich Whelan?

19 A Yes.

20 Q Who is Rich Whelan?

21 MR. JOHNSON: Asked and answered.

22 THE WITNESS: A friend.

23 BY MR. HOSMER-HENNER:

24 Q Do you still talk to him?

25 A No.

1 Q Do you trust him at this point in time?

2 MR. JOHNSON: Objection. Vague.

3 THE WITNESS: No.

4 BY MR. HOSMER-HENNER:

5 Q Did you consider him an honest person?

6 A At what time?

7 Q Now.

8 A No.

9 Q In December of 2017?

10 A Yes.

11 Q Is he someone who ever lied to you?

12 A Yes.

13 Q And did he ever have or obtain a financial
14 interest in any of the monies that you received from
15 Stan?

16 A None.

17 Q Any financial interest in the monies that
18 you were going to receive from the family trust or
19 issue trust?

20 A No.

21 Q Did you draft this agreement, Exhibit 1?

22 A Did I? No.

23 Q Did -- who did you understand drafted this
24 agreement?

25 MR. JOHNSON: Objection. Asked and

1 answered.

2 THE WITNESS: Rich Whelan.

3 BY MR. HOSMER-HENNER:

4 Q Did you review any drafts of this agreement
5 prior to this final document?

6 MR. JOHNSON: Objection. Asked and
7 answered.

8 THE WITNESS: This was the only document.

9 BY MR. HOSMER-HENNER:

10 Q And did you see this before Stan signed it?

11 MR. JOHNSON: Objection. Asked and
12 answered.

13 THE WITNESS: I don't recall.

14 BY MR. HOSMER-HENNER:

15 Q Did you ask Mr. Whelan to draft this?

16 A I asked him to talk to Stan about helping
17 me out. I didn't ask -- and he said he'd put together
18 something.

19 Q Did you receive funds under this agreement
20 from Stan?

21 A Yes.

22 Q Did you voluntarily enter into this
23 agreement?

24 A I needed money horribly, so --
25 voluntarily -- yes, I did.

1 Q You agree you did not comply with this
2 agreement?

3 MR. JOHNSON: Objection. Calls for a legal
4 conclusion.

5 THE WITNESS: Under the terms of what this
6 agreement says -- I looked at it as an advance of the
7 money that he was holding for me, that I was going to
8 receive it that way.

9 So did I -- what was the question? Did I
10 not follow the terms of it?

11 BY MR. HOSMER-HENNER:

12 Q Yes.

13 MR. JOHNSON: Same objection.

14 THE WITNESS: Oh, sorry.

15 Well, it says that I will not sue Stan, and
16 then -- I have to -- yeah, so I did not follow through
17 with it.

18 BY MR. HOSMER-HENNER:

19 Q Did you return the funds that Stan provided
20 to you pursuant to this agreement?

21 A No.

22 Q Why not?

23 A Because I looked at it as an advance of the
24 money that he was holding for me. That was the
25 purpose of it, initially anyway. And I had not -- my

1 counsel had not seen this when this was done. So they
2 weren't -- they didn't -- not that I meant to keep it
3 from them, but they didn't see -- Rich did the
4 document, and after my counsel saw it, then we
5 reviewed it the right way.

6 So, no, I did not pay back Stan.

7 Q Did they see it prior to you filing your
8 counterpetition?

9 A No.

10 Q Did you understand that Stan had an
11 obligation to distribute those funds to you at the
12 time that he did?

13 MR. JOHNSON: Objection. Legal conclusion.
14 Vague.

15 BY MR. HOSMER-HENNER:

16 Q Let me rephrase.

17 Were you entitled to the distributions that
18 Stan made at the time that you received them?

19 MR. JOHNSON: Objection. Legal conclusion.
20 Vague. Ambiguous.

21 THE WITNESS: I believed that that was my
22 money that -- being held and that he was holding. I
23 don't know if we're talking about legally or -- you
24 know, or -- is that what you mean, legally was I
25 allowed -- it was supposed to happen?

1 BY MR. HOSMER-HENNER:

2 Q Well, your understanding was that
3 distributions would only really occur after all debts
4 were satisfied?

5 A Oh, I see. I'm sorry. Yes, that's what I
6 understood.

7 MR. JOHNSON: Objection. Legal conclusion.

8 BY MR. HOSMER-HENNER:

9 Q So if Stan had not advanced you some
10 monies, there was the potential that Todd's
11 indemnification would wipe out all those monies that
12 you thought were yours?

13 MR. JOHNSON: Objection. Legal conclusion.
14 Speculation.

15 THE WITNESS: That -- I don't know about
16 all of the monies and so forth. But that was what
17 Stan must have thought when he put the 400 aside for
18 me so that he would -- because I would have something
19 left.

20 BY MR. HOSMER-HENNER:

21 Q And did you come to understand that without
22 that, there was the potential for you not to receive
23 anything?

24 MR. JOHNSON: Objection. Speculation.
25 Legal conclusion.

1 THE WITNESS: After -- after the
2 indemnification letter -- I understood the
3 indemnification letter from -- to my knowledge, it
4 looked to me like that was the case. And the letter
5 that I received from Mr. Lattin.

6 (Exhibit 83 was marked.)

7 BY MR. HOSMER-HENNER:

8 Q I'm showing you what I've now marked as
9 Exhibit 83.

10 Would you take a look at that? Let me know
11 if you recognize this document.

12 A Vaguely, yes. Let me look at it -- well,
13 wait a minute here.

14 I take that back. No.

15 Q You have no recollection of this document?

16 A I have recollection of part of this -- a
17 portion of this document, but not all of it.

18 Q Do you recall drafting this document?

19 A No.

20 Q On the first page of this exhibit, it
21 appears that you sent this document to Stan.

22 A Yes.

23 Q Do you know who would have drafted this
24 document?

25 A Well, I can tell that it would -- Rich

1 would have drafted it and then sent it to me to send.
2 So I probably didn't even read the whole thing at that
3 time.

4 Q And was this an attempt to transfer your
5 ownership in Bright Holland to Stan?

6 MR. JOHNSON: Objection. Legal conclusion.

7 THE WITNESS: Or is it Buckhorn? I
8 didn't -- it was an attempt to make -- to get a
9 loan -- to get a loan -- or exchange interest for --
10 in something for money or to sell, yeah, it would be.

11 BY MR. HOSMER-HENNER:

12 Q A loan from Stan?

13 A Yes.

14 Q And do you know if this was ever executed?

15 A It was never executed.

16 Q Did you have any follow-up discussions with
17 Stan about this?

18 A No.

19 (Exhibit 84 was marked.)

20 BY MR. HOSMER-HENNER:

21 Q I'm going to show you Exhibit 84. Let me
22 know if you recognize this document.

23 A Yes.

24 Q Can you describe this document for me,
25 please?

1 A That was -- again, knowing that Stan was
2 the only one that would possibly help me out -- a way
3 for me -- which it never was executed -- but was a way
4 for me to give him something as security in order to
5 help me pay my bills since the trust had cut me off.

6 Q And do you know if -- do you know who
7 drafted this document?

8 A I think I did this one.

9 Q You previously testified about your
10 experience in business and development. Do you feel
11 capable of drafting option agreements like this?

12 MR. JOHNSON: Objection. Vague.
13 Ambiguous.

14 THE WITNESS: Am I capable? You mean --
15 what do you mean?

16 BY MR. HOSMER-HENNER:

17 Q That you -- that you felt confident that
18 this would protect your interests in exchange for the
19 loan.

20 MR. JOHNSON: Objection. Vague.
21 Ambiguous.

22 THE WITNESS: No.

23 BY MR. HOSMER-HENNER:

24 Q Did you seek independent counsel about
25 this?

1 A Did I have counsel at this time? Oh, I
2 had -- I didn't have this counsel, but, yes, I did
3 have counsel.

4 Q Did you ask them to review this document?

5 A No.

6 Q Is it fair to say these documents, 83 and
7 84, were attempts by to you structure some deal with
8 Stan to obtain money after the trust cut you off from
9 living expenses?

10 A Absolutely.

11 Q And 83 and 84 were not executed?

12 A No.

13 Q Did you have discussions with Stan about
14 the option agreements?

15 A Yes.

16 Q And did Stan tell you that he couldn't
17 financially enter these agreements or didn't want to?
18 Or what was the explanation these were never executed?

19 A He just -- he wasn't -- he wanted to help
20 me, but he didn't know if this was the way to do it
21 because of the fact that he owned an interest in the
22 companies and it would have to go through the -- he'd
23 have to do the -- it would have to go through the line
24 of -- the chain of -- whatever you want to call it --
25 through the trust, and that it wouldn't be easy to do,

1 basically.

2 Q Would you say that you desperately needed
3 money in July 2017?

4 A No. But I'd gotten a letter from the --
5 Maupin, Cox saying that I was not going to receive any
6 more money in August. So I was preparing for that.

7 Q And is it fair to say that you had provided
8 83, 84 and the ultimate Whelan document to Stan for
9 his signature just sort of as documents that he would
10 be providing you some money under?

11 MR. JOHNSON: Objection. Vague.

12 THE WITNESS: I would have pretty much
13 signed anything or sent anything in that I could in
14 order to help my family.

15 BY MR. HOSMER-HENNER:

16 Q But all three of those were your
17 suggestions to try to get something from Stan?

18 MR. JOHNSON: Objection. Vague.

19 THE WITNESS: Or Rich Whelan's. But, yes,
20 I mean, Stan did not call me up and go, "Hey, what are
21 you doing today? Do you want some money?" No.

22 BY MR. HOSMER-HENNER:

23 Q And in all three of those documents, either
24 you or Rich Whelan were the ones proposing the
25 transaction?

1 A Yes.

2 Q Could you turn to Exhibit 42, please.

3 A Let's see here. Okay. Okay.

4 Q Do you recognize this email?

5 A Yes.

6 Q Do you recall this conversation between
7 Whelan and Stan?

8 A I think I was in on the actual
9 conversation.

10 Q You did participate on the call?

11 A I believe I did on this, yes. There was a
12 couple telephone conversations. I think I was -- I'm
13 not sure, but I think so.

14 Q Do you have any reason to believe that
15 Rich's statements in this email are inaccurate with
16 respect to the call?

17 MR. JOHNSON: Objection. Calls for
18 speculation.

19 THE WITNESS: Yeah, I don't -- yes.

20 BY MR. HOSMER-HENNER:

21 Q So, for instance, it says a payment of
22 \$1 million would be made to Stan -- to Wendy as
23 goodwill payment -- as a goodwill payment.

24 A Yes. That's something we never discussed.

25 Q And do you recall Stan ever agreeing to

1 that?

2 A Not to my knowledge.

3 Q And so if you were on the call, these
4 statements in here would be inaccurate?

5 MR. JOHNSON: Objection. Vague.

6 THE WITNESS: Some would be.

7 BY MR. HOSMER-HENNER:

8 Q Do you recall Stan saying, "I don't
9 know" -- refusing to speak to Whelan anymore?

10 A Refuse -- I don't -- what --

11 Q At some point in time do you recall Stan
12 being confused about why he was talking to this guy?

13 A Yes.

14 Q And do you recall Stan not wanting to deal
15 with him anymore?

16 A Yes.

17 Q Was anything agreed to as a result of this
18 conversation?

19 A That he would provide the accounting for
20 my grand- -- and get me a copy of my grandmother's
21 will.

22 Q Did that happen?

23 A Yes.

24 Q Do you know if Stan had any follow-up with
25 Mr. Whelan?

1 A Not that I know of.

2 Q You mentioned that Wendy's legal team write
3 a letter to Stan -- or, excuse me, this letter
4 mentions that Wendy's legal team should write a letter
5 to Stan and his lawyer immediately.

6 Who was your legal team at this point in
7 time in September 2017?

8 A I'm not -- they may have just been hired.
9 I don't know the exact date. But we didn't discuss
10 that.

11 Q And did you know who Stan's lawyer was at
12 that time?

13 A No.

14 Q And you've sued Stan in this litigation,
15 correct, in both his capacity as trustee and as
16 co-trustee?

17 A Yes.

18 Q So clearly that puts you in an adverse
19 position?

20 A Yes.

21 Q You have no agreement with Stan to divide
22 the proceeds of this litigation if either of you were
23 to prevail?

24 A Between me and Stan?

25 Q Yes.

1 A No.

2 Q Or share expenses in this litigation?

3 A No, obviously.

4 Q No agreement to alter your testimony?

5 A To alter my under-oath testimony?

6 Q Correct.

7 A No.

8 Q No agreement with respect to your or Stan's
9 testimony in any respect?

10 A Nothing.

11 Q And your statements in this case are based
12 on your personal knowledge?

13 A Yes.

14 Q Stan's provided you with personal funds
15 over the years. Correct?

16 A Yes, he has.

17 Q Has he ever required that these be spent on
18 attorneys?

19 A No.

20 Q And those with respect to the Dwiggins
21 firm, that was your request for funds for attorneys.
22 Correct?

23 A Yes. I asked him several times, and he --
24 I know my dad asked Stan to help me if I needed it.

25 Q And were there ever any written

1 restrictions by Stan on the use of the funds that he
2 was providing to you?

3 MR. JOHNSON: Objection. Vague.

4 THE WITNESS: No.

5 BY MR. HOSMER-HENNER:

6 Q Either orally or in writing, did he ever
7 require that monies he gave you be spent on legal
8 fees?

9 A Never.

10 Q And your current attorneys in this case are
11 on a contingency; is that correct?

12 A That's correct.

13 Q So since you're not paying them anything,
14 obviously Stan can't be paying them anything.

15 A Obviously, yes.

16 Q And you would agree that your actions in
17 this litigation are completely independent from Stan?

18 A Completely.

19 Q And you don't believe you're bound by any
20 agreement between the two of you with respect to the
21 course of this litigation?

22 A Nothing.

23 Q Would you turn to Exhibit 25 in your
24 binder, please.

25 A Thank you.

1 Okay. Is it starting -- oh, I see it.

2 Never mind.

3 Q Can you turn to response No. 36.

4 A Response -- what page is it?

5 Q It's on page 32 of 52.

6 A Oh, okay. Okay.

7 Q Do you recall answering this interrogatory?

8 A Yes.

9 Q And do you agree with the responses that
10 you made in this interrogatory?

11 A Yes.

12 Q Would you agree that you owe Lakeridge for
13 your car lease payments?

14 A That I owe them?

15 Q Correct.

16 A Well, they paid for it.

17 Q Did you have an agreement to repay
18 Lakeridge?

19 A No.

20 Q Would you agree that you owe Stan 20,000
21 from 2016 to 2017?

22 A Yes.

23 Q And would you agree that you owe Stan
24 37,500 from December 2017 through May 2018?

25 MR. JOHNSON: Objection. Legal conclusion.

1 THE WITNESS: I -- I owe it to him. How it
2 would be -- my understanding was that it would come
3 out of the money that he was holding for me, but, yes,
4 I definitely owe it to him.

5 BY MR. HOSMER-HENNER:

6 Q Are there any other amounts that you
7 believe you owe Stan, his entities?

8 A No.

9 Q Are these amounts what you would consider
10 past due?

11 MR. JOHNSON: Objection. Vague. Legal
12 conclusion.

13 THE WITNESS: The -- no. Stan knows my
14 financial situation, so -- I mean, past due -- if I
15 had a whole bunch of money sitting around, I would
16 think they would be past due. I think he should be
17 paid when I can -- as soon as I can pay him.

18 BY MR. HOSMER-HENNER:

19 Q Understood. So because he's your brother
20 rather than a bank, the payment terms --

21 A Correct.

22 Q -- may be a little more flexible?

23 A Correct.

24 Q And would you have any objection to Stan
25 withholding or offsetting these owed amounts by --

1 from any distributions from his entities or the family
2 trust?

3 A No. I think -- I think that's -- I treated
4 those, at least the last ones, as advances, so --
5 absolutely not.

6 Q Can you turn to response No. 42 in this
7 case, which is on page 38 of -- the response No. 42 in
8 this exhibit which is on page 38 of 52.

9 A Okay.

10 Q Do you remember preparing this response?

11 A Yes.

12 Q And in this you were asked to describe the
13 reasons why you did not apply for a gaming license,
14 and you respond: Todd told me that I would be denied
15 if I applied. He also told me that I would have to
16 come up with the 10,000 to pay for the application
17 process and it would hold up Todd and Stan getting
18 their licenses. Todd told me I would get an equal
19 share of the sales proceeds so not to worry about
20 getting the license.

21 Is that a correct -- are those correct
22 statements?

23 A Yes.

24 Q Do you have any reason to update this
25 statement or correct it as you sit here today?

1 A No.

2 Q Did Stan tell you anything concerning the
3 Bronco Billy's Casino as to why you wouldn't be able
4 to get a gaming license?

5 A We may have talked about it. He said "You
6 better look" -- "You better make sure about your
7 taxes" or something like that. He might have said
8 something like that. But he didn't tell me that I had
9 to pay for it by myself. I never asked him.

10 Q And you were relying upon Todd's
11 representations when you made the decision not to
12 apply for a gaming license?

13 A Yes.

14 Q You had previously raised some concern
15 about the 6 percent gifts that were made to Todd and
16 Stan by your dad?

17 A Yes.

18 Q And was your concern that those were
19 improper gifts that weren't actually made by your dad
20 prior to his death?

21 MR. JOHNSON: Objection. Vague.

22 THE WITNESS: Well, my concerns are that
23 there's been so many documents altered and changed and
24 who knows what that I rely on what my dad and I had
25 discussed and that -- a lot of my -- I rely on that,

1 and my dad never discussed that.

2 And I would have understand if they had to
3 pay for their attorney fees out of their own pockets
4 to get a gaming license, but they didn't. The trust
5 paid for it. So, yeah, I had a concern. I'm not -- I
6 just didn't think that that was something my dad would
7 have put in there, but I don't have proof of that.

8 BY MR. HOSMER-HENNER:

9 Q Do you have any reason to believe that Stan
10 orchestrated that transaction or was responsible for
11 making that -- for documenting those gifts?

12 MR. JOHNSON: Objection. Compound.

13 THE WITNESS: Not -- not to my knowledge.

14 BY MR. HOSMER-HENNER:

15 Q Do you have any reason to believe that Stan
16 altered documents concerning that 6 percent gift to
17 him and Todd?

18 A Not to my knowledge.

19 Q Do you have any reason to believe that that
20 gift in April 2013 was made without your dad's
21 knowledge?

22 A I'm not -- I'm not sure. I believe -- I
23 believe that -- yes, I believe that it was something
24 my dad possibly did not know about. I didn't -- I
25 don't have -- I don't know. But I don't think that he

1 knew.

2 Q Did you have a conversation with him about
3 gaming licenses at any point, with Sam?

4 A Yes.

5 Q And did Sam say that in order to continue
6 the Pioneer Group interest, someone in the family
7 would have to obtain a gaming license?

8 A He did.

9 Q And you understood that your dad had a
10 gaming license?

11 A I did.

12 Q Did you understand that it was not possible
13 to obtain a gaming license without an additional
14 distribution of shares to one of the other family
15 members?

16 A No.

17 Q So you thought either Stan or Todd could
18 obtain a gaming license without ownership of any
19 shares?

20 A Yes. I just -- I -- ownership of shares in
21 the company?

22 Q Correct.

23 A I did not know that.

24 Q Did you believe it was not necessary for
25 Todd to get a gaming license for him to -- let me just

1 start over.

2 Did you believe it was necessary to get a
3 gaming license for either Todd or Stan if they were
4 the personal owners of shares of the casino?

5 MR. JOHNSON: Objection. Vague.

6 THE WITNESS: What I understood is that in
7 order for us to -- for them -- for us to receive
8 the -- the money that the casino was holding on my
9 dad's half -- my dad's behalf since he had passed
10 away, that they could not be released until one of the
11 boys or both of the boys had a gaming license or -- I
12 think one. I don't know if it was both, but --

13 BY MR. HOSMER-HENNER:

14 Q And that was your conversation with Sam?

15 A He had told me that, yes.

16 Q And so it would have been consistent with
17 his intention, in order to get something out of that
18 casino, that someone in the family get a gaming
19 license?

20 A Well, I knew that somebody had to get a
21 gaming license, yes.

22 Q And did Sam ever ask you to get a gaming
23 license?

24 A I don't think he asked me, no.

25 Q Did he ever indicate that you should get a

1 gaming license or that he needed you to get a gaming
2 license at some point?

3 A No, he told me that once that -- that the
4 boys, is what he said, had a gaming license, that they
5 would -- that I would receive my equal share.

6 Q And so I just want to be clear about your
7 objection.

8 It doesn't seem, unless I'm wrong, that
9 it's more to that gift and the ownership in the
10 company; it's that you weren't equalized after the
11 fact. Is that correct?

12 A Yes. And I didn't -- and I was not
13 aware -- my dad never told me about any 6 percent
14 additional that he'd give the boys.

15 Q That could have been consistent with his
16 wishes given that they needed to obtain a gaming
17 license?

18 MR. JOHNSON: Objection. Speculation.

19 THE WITNESS: It could have been, yes.

20 BY MR. HOSMER-HENNER:

21 Q So if the family had received legal advice
22 from a gaming attorney saying that that distribution
23 was necessary, then that would have been consistent
24 with your dad's wishes for the boys to obtain a gaming
25 license?

1 MR. JOHNSON: Objection. Speculation.

2 THE WITNESS: I wouldn't -- well, the
3 amount -- is 6 percent what is necessary for them
4 to -- you have to own at least 6 percent in order to
5 get a gaming license? Is that what you're saying?

6 BY MR. HOSMER-HENNER:

7 Q I'm not making that representation.

8 A Okay.

9 Q If they had received that advice, then that
10 distribution would have been consistent with your
11 dad's wishes?

12 MR. JOHNSON: Objection. Speculation.

13 THE WITNESS: I could see -- I could see a
14 distribution -- him giving them something for it. I
15 think that 6 percent is a little steep, but I do see
16 my dad giving them something for, you know, doing it.
17 I just had never heard about the 12 percent.

18 BY MR. HOSMER-HENNER:

19 Q And you understand that -- even if you may
20 dispute it -- that that 6 percent gift is memorialized
21 in the second amendment?

22 MR. JOHNSON: Objection. Legal conclusion.

23 THE WITNESS: It's in there, yes.

24 BY MR. HOSMER-HENNER:

25 Q And that's the same document that also

1 includes a \$1.5 million benefit for you; is that
2 correct?

3 A That's correct.

4 MR. JOHNSON: Objection. Legal conclusion.
5 BY MR. HOSMER-HENNER:

6 Q And so did you understand -- do you have
7 any knowledge about what the value of that 6 percent
8 interest was?

9 A I don't know it right off the top of my
10 head.

11 Q But without going to the validity of any
12 documents, if you receive a \$1.5 million benefit and
13 each of the two boys receives the 6 percent interest,
14 could that have been your dad's way of equalizing the
15 three of you?

16 MR. JOHNSON: Objection. Vague.
17 Ambiguous. Speculation.

18 THE WITNESS: It possibly could. I'm
19 not -- I don't have knowledge of that, but, yes, it
20 possibly could.

21 BY MR. HOSMER-HENNER:

22 Q There no specific discussions you had with
23 Sam about that?

24 A No.

25 Q And did you have specific discussions with

1 him about the 1.5 million deduction in the second
2 amendment?

3 MR. JOHNSON: Objection. Asked and
4 answered.

5 THE WITNESS: Yes.

6 BY MR. HOSMER-HENNER:

7 Q And were those discussions tied in any way
8 at the time to the Bronco Billy's Pioneer Group?

9 A No.

10 Q So they were all separate, but around the
11 same time period?

12 A He was discussing things that -- you know,
13 that he wanted to do in order to help us out in
14 case -- because he had found out, you know,
15 whatever -- that he wasn't -- that his heart wasn't
16 perfect.

17 Q Uh-huh. And did you understand that Stan
18 had any role in the preparation of the second
19 amendment?

20 MR. JOHNSON: Objection. Asked and
21 answered.

22 THE WITNESS: The preparation? I don't --
23 I don't believe he did.

24 BY MR. HOSMER-HENNER:

25 Q Are you accusing Stan of forging any

1 documents in this case?

2 A No.

3 Q Are you accusing him of altering any
4 documents in this case?

5 A Not to my knowledge at this point, no.

6 Q So if that 6 percent was included in the
7 second amendment and you're challenging either that
8 provision or the entire second amendment, is that a
9 challenge to what Stan did?

10 MR. JOHNSON: Objection. Vague.

11 THE WITNESS: Not -- not to my knowledge.
12 I don't believe that Stan did -- did that document --
13 I mean created it. No, I do not believe that, from
14 what I've been told by everyone.

15 (Exhibit 85 was marked.)

16 BY MR. HOSMER-HENNER:

17 Q I'm handing you Exhibit 85.

18 MR. HOSMER-HENNER: And I just have a few
19 time questions because Counsel has a flight, and I
20 know you have a tape. Do you know approximately how
21 much time left we have on this tape?

22 THE VIDEOGRAPHER: An hour.

23 MR. HOSMER-HENNER: An hour left on this?
24 And would that be acceptable for you?

25 MR. JOHNSON: I need to leave at 12:30.

1 MR. HOSMER-HENNER: At 12:30?

2 MR. JOHNSON: Yeah.

3 MR. HOSMER-HENNER: Wendy, do you, or does
4 anyone else, need a break in between now? Because I
5 think I can be finished at 12:30.

6 THE WITNESS: I don't need a break.

7 MR. HOSMER-HENNER: Are you intending to
8 have redirect questions?

9 MR. LATTIN: I have a couple, and I believe
10 that she has some as well.

11 MR. HOSMER-HENNER: Approximately how much
12 time do you need for those?

13 MS. SHANKS: I don't think we'll get done
14 before he has to leave for his flight.

15 MR. HOSMER-HENNER: Do you know how much
16 time your side has already taken up in this
17 deposition?

18 MS. SHANKS: Yes.

19 MR. HOSMER-HENNER: Okay.

20 BY MR. HOSMER-HENNER:

21 Q Do you recognize this document, Wendy?

22 A Yes.

23 Q And what does this appear to be?

24 A This was an email from me to Kevin Riley
25 asking for answers on -- we had a meeting, a

1 previously -- around this time, and I was very
2 confused.

3 Q Confused about what?

4 A Well, this was when I learned about the
5 indemnification, I believe. There's an email that
6 Todd follows up with and tells me, "Wendy, I just" --
7 "What you're asking Kevin about is something that Dad
8 had signed for me" that Todd says he just found.

9 So I didn't understand the debt and
10 obligations and why -- I didn't understand what was
11 going on at all, how Todd was -- we were paying for
12 Todd's things.

13 Q Well, let's start with paragraph 1, which
14 was the "sale of the 1.5 mil that Lexi and I were
15 needing." What does that refer to, the 1.5 million?

16 A I didn't know. Todd just put that in an
17 email that said that -- or had told Kevin that I was
18 refusing to sign something that required our
19 signatures for a sale, and I didn't know what he was
20 talking about.

21 Q And do you see where it says "Todd said if
22 we didn't get that sale done, that he would have to
23 sue the trust for not only our obligation but his
24 51 percent portion. What is the status?"

25 A Yes, Todd said that if we did not pay his

1 portion of some of the debts out there, that he was
2 going to have to sue the trust and therefore bankrupt
3 the trust.

4 Q And in January of 2016 that was your
5 understanding, that Todd was threatening to sue the
6 trust?

7 A Yes.

8 Q And what did you understand it would mean
9 that he would bankrupt the trust?

10 A That's why I was asking these questions. I
11 was -- I didn't know what that -- I didn't know what
12 was going on.

13 Q Did you understand this to be related to
14 the indemnification agreement?

15 A Now I do. But at that point I didn't until
16 Todd sent me a letter saying that he had an agreement
17 he had just found from my dad.

18 Q Kevin said he had just found the agreement?

19 A No, Todd said to me -- I kept asking Kevin
20 these questions because Kevin was the one that would
21 respond the quickest and give me some information,
22 whether it was right or wrong, but he would respond.

23 And so I asked Kevin these questions,
24 because we had just had a meeting, and in the meeting
25 we were going over financials; and the financials

1 showed on that one column, in the amount of things
2 that were related to Todd's indemnification, "unknown
3 amounts." It didn't say what they were -- how much
4 they were, you know, worth.

5 And so I kept saying, "Why do we owe Todd's
6 portion?" I was confused. And that is in Todd's
7 indemnification. But I was asking Kevin, "Why are we
8 paying Todd's portion?"

9 Q Do you recall receiving a response to this
10 email?

11 A Yes. And I believe it came -- this one
12 came -- that response came from Todd.

13 Q This doesn't appear that you addressed it
14 to Todd in 2016.

15 A Oh, okay. Then maybe -- I just remember
16 that Todd sent me an email regarding this.

17 Q And is there a reason that you didn't copy
18 Todd on this?

19 A No. I would have thought I did. I mean,
20 it was probably by mistake.

21 Q What do you mean, "by mistake"?

22 A Just typing in the names and not -- because
23 usually when I sent them out, things on any of this,
24 they were all copied.

25 Q Okay. And then you say, "I need" -- in

1 paragraph 4, "I need an accounting of what has been
2 paid to Stan and Todd from Bronco Billy's and the
3 dates they were paid to them"?

4 A Yes.

5 Q And I believe Mr. Kreitlein earlier asked
6 you about whether that was ever received.

7 A Well -- received after this letter?

8 Q Right.

9 A Yes.

10 Q And you did receive an accounting and those
11 dates?

12 A My attorneys did, yes.

13 Q And the insurance note, just so I
14 understand, is that the subtrust note related to
15 Jackrabbit in paragraph 5?

16 A No, that -- oh, yes. The -- yes, the
17 Jackrabbit note that my dad assumed or that my dad --
18 was given to my dad? Is that the one we're talking
19 about?

20 Q I'm asking you, is that --

21 A The 1995 insurance note is what I'm talking
22 about.

23 Q Okay. So I have a question about the
24 paragraph where you say, "Again" -- could you review
25 that -- where it says "it is not in the best interest

1 of the trust."

2 A "Again, it is not in the best interest for
3 the trust to bring on another or continued liability
4 on a piece of ranch property worth nothing. For what?
5 In hope that it will have value someday in the future?
6 It will never be worth what Todd is trying to convince
7 us of. I have researched it. Not a chance."

8 Q And what's the ranch property that you
9 understood that to be about?

10 A It was where the loan was -- it was -- I
11 think it was a Bright Holl- -- Bright Holland piece of
12 property.

13 But come to find out that that property
14 wasn't even in -- where Todd said it was. I mean, I
15 researched stuff that wasn't even right to research.
16 I know that now.

17 The property was actually owned by I think
18 Jackrabbit possibly, Jackrabbit or Buckhorn. But it
19 wasn't what I thought it was.

20 Q And so you say, "It will never be worth
21 what Todd is trying to convince us of." What did you
22 understand that Todd was trying to convince you about?

23 A He was trying to say that we had to keep
24 this debt -- there was like a \$5 million debt to
25 MetLife, I believe it was, or something. He was

1 trying -- and that debt, he was trying to tell us that
2 we need to keep it current and that we needed to pay
3 his 51 percent of it.

4 And I said, "Well, what's it worth?"

5 Q Uh-huh.

6 A And he said, "Well, it's upside down now,
7 but at some point in the future it's going to be
8 worth" -- "it could be worth millions," I think it
9 was -- you know, an outrageous amount of money, and
10 so -- that we needed to keep it current because that
11 money would eventually benefit all of us.

12 Well, that wasn't the case. And I
13 didn't -- this is the first time I started realizing
14 that there was a whole bunch of interest that Todd
15 owned in companies that he wanted us to pay his
16 portion of so that he got the property and the assets
17 and the return for free.

18 Q And there's a sentence in this paragraph
19 where it says -- it begins with "that Todd would be
20 watched carefully by you and Stan and not be able to
21 pull his greedy and shady deals if Dad died."

22 A Yes.

23 Q Did Sam tell you that Todd was going to be
24 watched over by Kevin and Sam?

25 A Yeah -- well, no, what my dad said to me is

1 that he believed that nothing bad could happen or
2 that -- yes, I guess he did say that, in so many
3 words.

4 Q Did you express a concern about Todd having
5 control over your financial future?

6 A I did.

7 Q And that was prior to Sam's death?

8 A Yes.

9 Q And Sam reassured you that Kevin and Stan
10 would keep Todd in check, essentially?

11 A He said that Stan was going -- Stan was
12 getting divorced. As soon as Stan's divorce was over,
13 my dad was planning on making some changes to -- and I
14 don't know what they were, but he was planning on
15 making some changes to who was going to be in control
16 of what.

17 Q And was that a result of your dad's changed
18 feelings toward Stan or Todd or simply a result of the
19 divorce?

20 MR. LATTIN: I'm going to object. It calls
21 for speculation.

22 THE WITNESS: Both.

23 BY MR. HOSMER-HENNER:

24 Q And what did you understand about your
25 dad's changed feelings towards Stan and Todd?

1 A He didn't have any changed feelings towards
2 Stan that I know of. He never -- never told me about
3 any other than he wished that he would get on with his
4 divorce and not be so slow with that.

5 My dad was -- my dad just had some -- maybe
6 it was -- I don't know why. Maybe it was because they
7 worked together every day and saw each other every
8 day, but he definitely had some, you know, issues with
9 the way Todd was handling some things.

10 Q And can you be any -- can you provide any
11 specifics of that?

12 A That -- the companies that my dad was
13 involved in -- and I believe Jackrabbit was one of
14 them -- were -- these people had partners in them that
15 were my dad's very close friends from -- you know,
16 since he was a child. And they were contemplating
17 suing him or they were suing him or contemplated it
18 because of Todd's management of certain of those
19 companies.

20 And then his best friend, Dave Jamieson,
21 there was a deal that was done wrong that my dad had
22 agreed to because -- with Todd, on Todd's side of it,
23 and it was something with Bright Holland. I can't
24 remember -- I know it, but it's -- I can't remember it
25 off the top of my head -- but Todd convinced him to

1 purchase some property, that Todd was supposed to buy
2 it back from him, but he never did; just some things
3 that were coming around back to my dad, and that he,
4 you know, did not -- my dad hated confrontations. He
5 did not want to get into it with anybody, with the
6 family. He just hated that.

7 But then that's -- he also told me that he
8 was -- he didn't even know where his bank account
9 stood.

10 Q And did he tell you that he was beginning
11 to lose trust in Todd?

12 A He didn't say those words, but he said that
13 Todd was making him very stressed out.

14 Q Stressed out because of financial dealings
15 or because of his, you know, mismanagement of
16 companies?

17 A Both.

18 MS. SHANKS: Objection. Calls for
19 speculation.

20 BY MR. HOSMER-HENNER:

21 Q What was the -- what do you mean by "both"?
22 What was Todd doing that was stressing out your dad?

23 A He just said Todd was controlling -- trying
24 to control everything that he's worked so hard to --
25 to contain.

1 Q You also state in this email to Kevin that
2 "I know you work for the trust, but you are also a
3 trustee."

4 A I was never notified that Kevin resigned.

5 Q So at this time in January 2016 you still
6 believed Kevin was a trustee of the family trust?

7 A Yes.

8 Q When did you learn that Kevin was no longer
9 a trustee?

10 A I think in the following email Kevin says,
11 "I am not the trustee of the family trust. I am the
12 trustee of the Bright Holland and kids'."

13 (Exhibit 86 was marked.)

14 BY MR. HOSMER-HENNER:

15 Q I'm showing you Exhibit 86.

16 A Okay.

17 Q Do you recognize this document?

18 A Yes.

19 Q And you sent this to Kevin Riley in July of
20 2017?

21 A Yes.

22 Q And do you recall what you were asking
23 Kevin to do with respect to the -- with respect to
24 Bright Holland?

25 A I was asking him -- sorry -- I was asking

1 him about the third -- the Fly Geyser Burning Man
2 money and saying what's -- now it's been three years
3 or whatever, two years -- "What's happening with that
4 money?" And he said that Todd was not going to
5 distribute any of it.

6 And so then I asked him what my interest
7 was worth, could he give me a financial statement on
8 what my interest in the Bright Holland trust was
9 worth. And he did supply me with one.

10 And then he said that -- I said, "Well, can
11 I sell my interest in it?"

12 And he said, "Well, you'd have to talk to
13 Todd."

14 And I said, "Well, will you talk to
15 Todd" -- "Since you're my trustee, will you talk to
16 Todd?"

17 And he said, "I will, but I don't know if
18 he has any interest in purchasing it."

19 And that's when I was saying, "Well, he
20 doesn't have to. He doesn't have to do anything. It
21 would just be worth nothing to me because he controls
22 it, so he'll never give me a distribution in it."

23 That's what it was regarding.

24 Q Did you ever have follow-up conversations
25 with Todd about the purchase of your Bright Holland

1 interest?

2 A Kevin responded and said, in an email,
3 "I've discussed with Todd about the" -- "about him
4 buying out your interest in Bright Holland, and he
5 said that he is" -- "that that's a possibility, but he
6 wants there to be a full settlement made, not just
7 that. He wants everything included," of my dad's
8 trust -- will and trust.

9 Q In 2017 he was seeking a full settlement of
10 everything that he had done for the trust?

11 A To buy me out. That's what he was saying
12 is, like, he wants me to settle in order -- if he
13 wants me just to buy out the 13 percent, that won't
14 happen, but we could do a buyout of everything.

15 Q Were you contemplating litigation at this
16 time in July 2017?

17 A Yes.

18 Q And had you made that known to Todd?

19 A He knew.

20 Q But to be fair, you had been threatening
21 litigation for several years; is that right?

22 A Not for several years, but I had been
23 threatening it since I stopped trusting him. So it
24 probably -- I don't know when that started. Probably
25 2016 or the end of '15.

1 Q Let's quickly go to Exhibit 87, then.

2 A Okay.

3 (Exhibit 87 was marked.)

4 BY MR. HOSMER-HENNER:

5 Q This is Exhibit 87.

6 A Oh, I thought you were talking about the
7 Bright Holland buyout -- I'm sorry -- on the last
8 question.

9 Q No problem.

10 So you -- it would be fair to say that you
11 had been essentially threatening litigation since at
12 least 2014?

13 MR. JOHNSON: Objection. Vague.
14 Ambiguous.

15 THE WITNESS: I think that from the day Dad
16 died I was -- not threatening, but I was saying that I
17 needed to know things; and if I didn't, I was getting
18 an attorney, yes.

19 BY MR. HOSMER-HENNER:

20 Q And you had mentioned that Todd was making
21 the distributions to you contingent upon your monthly
22 maintenance payments, is that correct, or contingent
23 on you signing documents?

24 A Now, that -- I would say probably
25 95 percent. There were some times that didn't happen.

1 Q Sure.

2 On the flip side, and just to be fair, you
3 were also asking for information in exchange for not
4 suing frequently?

5 MR. JOHNSON: Objection. Form.

6 THE WITNESS: That's true.

7 BY MR. HOSMER-HENNER:

8 Q And so if you look on the second page of
9 this document, 87, there's a sentence near the bottom
10 after your signature where it says "Stan, I will be
11 picking up the thousand you said would be ready to go
12 before noon on Saturday. Todd, do not continue to
13 blackmail me into signing things in order to receive
14 monies."

15 A Yes.

16 Q And is that what you just referred to, that
17 Todd was making things contingent upon your signature?

18 A Well, I mean, I trusted Todd still at this
19 point, I really did, because I just thought he was
20 being stubborn about things. I thought he was trying
21 to, you know, like -- I don't know -- control, just be
22 a control freak.

23 But it didn't seem like anything was going
24 wrong with -- you know, I didn't know anything about,
25 like, the Tahoe house or anything like that. So I

1 just thought he was just being really controlling.

2 So yes. And he did make me always do that,
3 sign documents.

4 Q And earlier in the page you ask, "Is Bob
5 LeGoy your attorney, Todd?"

6 A Right.

7 Q "And, Stan, who is yours? They will be
8 sent the filings from my attorney."

9 A Yes. I didn't have one. I was just saying
10 that.

11 Q It was a bluff?

12 A Yes.

13 Q Okay. And so there were no filings?

14 A No.

15 Q If you go up a little bit further, it also
16 says "We are moving to Vegas ASAP and my attorney will
17 be addressing that to you."

18 And that was a bluff as well?

19 A Yeah.

20 Q Okay. When you talk about Buckhorn closing
21 again a little bit higher, what do you mean by
22 Buckhorn -- "I'm glad the Buckhorn closed in 2014"?

23 A Oh. Todd -- that's what I'm saying. I
24 still believed that Todd was doing good with the
25 businesses at that time. He had just closed an

1 easement with Buckhorn that was -- I don't know. He
2 had several of them. I think they equaled up to be,
3 like, \$19 million or something. But he had all these
4 easements that he was in the process of securing with
5 the State.

6 And I don't know how much Buckhorn's was.
7 It might have been a couple million or whatever. But
8 there's an email, I think the first email we ever
9 received after my dad's death, that Todd sent all of
10 us that says -- and it's been produced -- that says "I
11 just want" -- "Hi, guys, I want to inform you of
12 what's going on," and he told us that he had just
13 closed the Bright Holland easement and was trying to
14 do Buckhorn's and several other easements -- I can't
15 remember which companies -- but that he was making
16 money.

17 Q And did you understand that to be a
18 conservation easement?

19 A I believe that's what it was maybe, yeah.

20 Q Was that a payment from the federal
21 government?

22 A Or the State. I can't remember what they
23 were. Either the State or the federal government,
24 right.

25 Q And so that was the closing you were

1 referring to about Buckhorn?

2 A Yes.

3 Q And were you provided with information
4 about that closing?

5 MR. JOHNSON: Objection. Vague.

6 THE WITNESS: Obviously not.

7 BY MR. HOSMER-HENNER:

8 Q Even after sending this email?

9 A No.

10 Q When you are asking for information about
11 Bronco Billy's a few sentences up -- you say, "I want
12 to know what the two of you say is happening with
13 Bronco Billy's too" --

14 A Yes.

15 Q -- what did -- sorry.

16 A I'm sorry. I didn't know what the question
17 was.

18 Q At this time did you understand that there
19 was going to be a pending sale of the company?

20 A I've got to find the Bronco Billy's
21 portion. I'm still on this -- is that on page 2?

22 Q Page 2, yes.

23 A What is your question, now?

24 Q Did you understand there was a pending sale
25 of Bronco Billy's?

1 MR. JOHNSON: Objection. Asked and
2 answered.

3 THE WITNESS: I don't know. Let's see what
4 the date is here.

5 Oh, there wasn't a sale at that time.
6 BY MR. HOSMER-HENNER:

7 Q Okay. What did you -- why were you asking
8 about Bronco Billy's, then?

9 A Just seeing what had happened -- what's
10 going on with the company, asking general questions;
11 would they please tell me what's happening with the
12 company.

13 Q At the bottom of WJ010614 there's a
14 sentence from Todd Jaksick on February 5, 2014, where
15 he says, "Tahoe. I can't let you put the company
16 operation at risk. You are refusing to leave, and I
17 will have no choice but to have you removed. That is
18 really, really silly, so let's try to figure it out
19 today. Please call me."

20 Were you staying in the Tahoe house in
21 February 2014?

22 A They asked me to -- or not they, I'm
23 sorry -- Todd mainly -- Stan knew I was going to --
24 they asked me to move into the Tahoe house because my
25 dad's wife was there, and she was not acting properly.

1 It was -- you know, with some shady characters and so
2 forth. And they wanted me to go and -- move into the
3 house, try and get things -- help her get things
4 packed up so that she could move out. So that's what
5 I did.

6 As soon as I got that done, got her moved
7 out, then my purpose for Todd was over and so he
8 wanted me to be moved out.

9 Q And in February of 2014 Janene had been
10 moved out?

11 A Yes.

12 Q And so he was telling you to -- he was
13 essentially trying to evict you from that house then?

14 A It was my time, yeah.

15 Q And he says, "I can't let you put the
16 company operations at risk." What did you understand
17 the company operations to be at that time?

18 A I didn't even know what he was talking
19 about.

20 Q Did he say -- did he tell you at that time
21 that he was trying to rent out the Tahoe property?

22 A We were going to do some construction on
23 the Tahoe property before it was ever rented, and that
24 hadn't happened yet.

25 Q And was that construction about to happen

1 in February 2014, if you can recall?

2 A I would say within a couple of months. It
3 was probably too cold up there, I mean, still,
4 snow-wise, but --

5 Q That's not really the typical construction
6 season?

7 A Yeah, no. Not in Incline.

8 Q Going back to paragraph -- sorry. Just on
9 87. Did you understand that the Lake Tahoe house was
10 owned by a company in February 2014?

11 MR. JOHNSON: Objection. Vague.

12 THE WITNESS: A company? I thought that we
13 all owned it.

14 BY MR. HOSMER-HENNER:

15 Q So when he says "company operations at
16 risk," do you have any specific understanding what he
17 meant in that email?

18 A No.

19 Q The ownership of any company that might
20 have the Tahoe house?

21 A No. I thought we all owned it together.

22 Q Turning to back to 86, this is where you
23 had wanted another email reflecting your request to
24 have your 13 percent interest bought out by Todd?

25 A Correct.

1 Q And halfway in the page you say -- on
2 WJ011190 you say, "Please ask Todd what cash value he
3 would give me for my 13 percent of Bright Holland."

4 Do you see that?

5 A Yes.

6 Q And then, "Don't ask Stan. I don't want
7 him to even consider it. Stan is a good" -- and did
8 you mean "Stan is good" or "Stan is a god"? I accept
9 either answer.

10 A He definitely wasn't -- I didn't think of
11 him as a god, so it must have been "good."

12 Q "Stan is good, and this does him no good."

13 And why did you believe that Stan buying
14 13 percent of Bright Holland would do Stan no good?

15 A Because Todd would have controlled it and
16 never give him a distribution.

17 Q So basically it was a hundred percent
18 minority discount?

19 A Yes.

20 Q And you thought Todd would want the
21 13 percent in order to help you out or because it
22 would provide some benefit to Todd?

23 A Well, that's why I think he didn't do it --
24 he wouldn't provide -- wouldn't -- he didn't want to
25 help me out, I don't think. I think he wanted to -- I

1 just thought maybe he'd want the whole thing; he'd
2 want my portion so he could, you know, keep increasing
3 his percentages of ownership.

4 But he kept my -- whenever there was the
5 distribution, he kept my portion anyway. So it really
6 didn't matter if he bought me out or not.

7 Q How do you know he kept your portion of the
8 distribution?

9 A Well, I mean, granted, he -- I don't know
10 what the entitlement was to the operating agreement or
11 whatever for Bright Holland, but I'm talking about
12 Burning Man sale.

13 And I know that that 13 percent -- Stan and
14 I thought we would each get our 13 percent of the
15 Burning Man Fly Geyser sale. And I know that Todd was
16 told by counsel, from what Stan told me -- LeGoy
17 counsel -- that that was a good time to give Wendy
18 some money.

19 Q From the Bright Holland --

20 A From the Bright Holland sale of Fly Geyser,
21 Burning Man.

22 Q So there's a piece of property called Fly
23 Geyser, and that sold. That's owned by the Bright
24 Holland company?

25 A It was.

1 Q And then it was sold to the Burning Man
2 folks?

3 A Yes. For 6.5 million.

4 Q And that 6.5 million, your understanding,
5 went to Bright Holland LLC, the Bright Holland
6 company?

7 A Yes.

8 Q Do you understand there to be an LLC that
9 was owned by the family trust called Fly Geyser LLC?

10 A I didn't know -- yes, I do.

11 Q Do you understand what the function or
12 purpose of that LLC was?

13 A That's a good question. No.

14 Q Was there any discussions with your dad
15 about having tours or commercializing the Fly Geyser
16 in any way?

17 A At one point, yes, I do remember.

18 Q And was that connected with this Fly Geyser
19 LLC in any way?

20 A Well, I would assume so, if that's -- I
21 don't have specific knowledge of that, but I would
22 assume that would be true.

23 Q But no personal knowledge of what Sam
24 wanted to do with Fly Geyser LLC?

25 A No.

1 Q So the Burning Man sale transferred the
2 money to the Bright Holland entity, 6.5 million?

3 A I'm not sure if they put it there or if
4 they gave it to Fly Geyser LLC. I don't know where it
5 went.

6 Q And here you're requesting Todd buy
7 13 percent of your interest in Bright Holland?

8 A Yes.

9 Q And you were doing that on the belief that
10 that 13 percent was worth approximately -- at least
11 13 percent of the 6.5 million sale proceeds?

12 A Well, Kevin sent me -- Kevin sent me a
13 financial statement, and on it it said it was worth
14 500,000.

15 Q Your 13 percent interest?

16 A Yes.

17 Q And is that what you were requesting, or
18 you were requesting some cash value from Todd at
19 some --

20 A I just wanted him to tell me what he'd pay
21 me for it -- I mean try to see if he'd pay me anything
22 for it.

23 Q Now, you said, "Don't ask Stan. I don't
24 want him to even consider it." But one of the
25 agreements we previously looked at that was prepared

1 either by you or Whelan was a request to Stan, was it
2 not, for him to buy an interest in Bright Holland?

3 A Yes. But then after I had had a discussion
4 with Kevin and he explained to me -- when I asked
5 him -- when he told me that it was around \$500,000 and
6 I asked him what that entailed, he goes, "Oh, just
7 some stock in some equipment."

8 And I said, "That's what the company owns?
9 That's what the assets that you're telling me that I
10 have are?"

11 And he said, "Yes," and he said, "and Todd
12 has complete control over the company, and Todd can
13 decide whether he wants to give you anything or not,"
14 and went into this big spiel.

15 And so I said, "Well" -- that's when I
16 said, "Well, I don't want Stan involved in trying to
17 buy it because it would just screw Stan over." The
18 only person that would benefit would be Todd.

19 Q In July 2017 you understand that that sale
20 had already been consummated?

21 A Yes.

22 Q And so the company didn't just have assets
23 of -- sorry -- didn't just have assets of some
24 equipment and stock; it had \$6 million?

25 A Well, that's what I thought.

1 Q So that was the value of the company at the
2 time you were negotiating this with Stan too?

3 MR. JOHNSON: Objection. Speculation.

4 THE WITNESS: It was actually worth a
5 lot -- I thought -- a lot more than that because I
6 know Bright Holland owned a ton of land.

7 BY MR. HOSMER-HENNER:

8 Q When -- did you have -- were you involved
9 in the negotiation of sale?

10 A No.

11 Q Did you receive any documentation
12 concerning that sale?

13 A No.

14 Q Did you understand that the family trust
15 provided any funds to Bright Holland in connection
16 with that sale?

17 A Did I what?

18 Q Did you understand that the family trust
19 provided any funds to Bright Holland in connection of
20 that -- with that sale?

21 MR. JOHNSON: Objection. Vague.

22 THE WITNESS: Why would -- that wouldn't
23 make sense to me why the family trust gave Bright
24 Holland money on a sale where they were receiving
25 6.5 million. I don't understand that, if that's what

1 you're asking me.

2 BY MR. HOSMER-HENNER:

3 Q Well, did you hear the testimony of Stan
4 that he believed that Todd took 434,000 to assist with
5 the closing of the Bright Holland sale?

6 A I don't think I knew that.

7 Q And is that -- let's assume that that
8 happened. Is that something that you would have
9 consented to, to taking money out of the family trust
10 to transfer to Bright Holland?

11 A I do know what you're talking -- I was --
12 yes. You were saying that -- to pay off the note on
13 Fly -- Fly Geyser during the sale. Is that what
14 you're saying? Is that what we're talking --

15 Q Are you aware of that -- that transaction?

16 A No.

17 Q So what was the note that you were just
18 referencing?

19 A I was referencing what -- when you were
20 saying that they gave -- the trust gave Bright Holland
21 money, I mean, that's ludicrous in the sense that --
22 unless it was to -- they had -- in order -- unless it
23 was to be done in order to make the sale go through,
24 then I could see that happening, but --

25 Q And did you understand that the family

1 trust had to do that in order to make the sale go
2 through?

3 MR. JOHNSON: Objection. Vague.

4 THE WITNESS: Well, it wouldn't make sense.
5 Being a real estate person, I would think they would
6 just deduct it from the 6.5 they were buying it for.

7 BY MR. HOSMER-HENNER:

8 Q Were you ever asked to consent to that
9 use -- to any use of family trust funds in connection
10 with any such sale or note --

11 A Never.

12 Q -- with respect to Bright Holland?

13 A No.

14 Q And you say in this email, "I just can't
15 understand why when Dad was alive, the company's debt
16 were paid separately, Todd, all those notes for his
17 debt" -- is that "portions"?

18 A Yes.

19 Q "After death, the trust pays them all for
20 him."

21 Was it your understanding that when your
22 dad was alive, that on the items that you are aware
23 about on the indemnification agreement or any joint
24 obligations, your dad would pay 51 percent if that was
25 his ownership and Todd would pay 49 percent if that

1 was his ownership?

2 A That is correct. And I confirmed that with
3 Kevin, and Kevin agreed.

4 Q Kevin agreed that while your dad was alive,
5 the payment obligation with respect to a note for
6 Bright Holland would be whatever proportion out of the
7 family trust that your dad owned?

8 A That is correct.

9 Q And are you aware of any circumstances
10 where the family trust or Sam would pay a hundred
11 percent of a debt obligation when Todd owned a portion
12 of that equity or asset?

13 A Only in the form of a note that Todd would
14 be responsible to pay back.

15 Q So that would be Todd, though, still
16 borrowing --

17 A Correct.

18 Q -- in order to meet his obligation there?

19 A That's correct.

20 Q And here you say, "I think that every penny
21 we have paid him for indemnification debt should
22 become a note payable to the trust with interest."

23 Did Kevin tell you that amounts had been
24 paid under the indemnification agreement?

25 A I -- I can't recall, but I think he did.

1 Q So did he recall which specific
2 indemnifications the family trust had distributed
3 money or paid on --

4 A No. No. There have been some funds paid.

5 Q Do you have an understanding now of where
6 those funds went?

7 A Not a good one. But I'm getting -- I'm
8 definitely starting to see that -- where they went.

9 Q What's your understanding of where any
10 funds went pursuant to Todd's indemnification
11 agreement?

12 A To Todd.

13 Q Directly to Todd or to Todd's entities?

14 A Some were paid on his behalf, like a note
15 payable, you know, that was due. The family trust
16 would pay on Todd's behalf so Todd would not have to
17 pay that portion of it. We paid it all.

18 Or Todd -- I know that Todd was -- had
19 given or -- was or had given at that time a bill or an
20 invoice to the trust asking to be repaid for certain
21 things that he had paid for regarding that. So they
22 would either go to -- if those were the ones that were
23 being repaid -- I assume would go straight to Todd.
24 The other ones, like I said, were paid on Todd's
25 behalf.

1 Q And do you recall what entities those were
2 related to?

3 A No. I know Jackrabbit was one of them. I
4 don't know the others, I mean, off the top of my head.

5 Q What about Bright Holland?

6 A Oh, um -- yes, but -- I think that Todd
7 moved all the property out of Bright Holland and put
8 it in another entity, but I don't remember how that --
9 or I still don't know how that happened.

10 Q But do you recall transactions related to
11 an indemnification agreement with Bright Holland?

12 A You mean did he ask for money from Bright
13 Holland? I don't remember. I never saw any.

14 Q What about with respect to Duck Lake?

15 A No.

16 Oh, the \$85,000 transfer of the plane.
17 That's the only one I saw.

18 Q And what about Buckhorn?

19 A No.

20 Q And you had testified that you believe
21 there were significant amounts of water rights that
22 Todd took or converted or altered the ownership of?

23 A Significant.

24 Q And were those belonging to White Pine?

25 A Some were White Pine, some were Home Camp,

1 some were Lakeridge Golf Course, some were Jaksick
2 Family LLC. Off the top of my head, that's -- White
3 Pine Ranch, Bright Holland.

4 Q And do you know where these water rights
5 belong to now?

6 A Either in Todd's trust or in Duck Lake
7 Ranch, which Todd owns.

8 Q And what's your understanding of -- is it
9 Duck Lake Flats or Duck Ranch Flats?

10 A Duck Lake -- Duck Flat Ranch. I don't
11 know -- that -- I don't think that -- that might have
12 been -- some might have been transferred there too. I
13 don't really even know what that is.

14 Q Have you requested information about that?

15 A I think so.

16 Q Have you received any of that information?

17 A I don't know off the top of my head. I
18 don't -- I think that it was involved in Todd's 43
19 company things or whatever that we requested, but I
20 don't know if we received any information on it.

21 I didn't know -- I didn't ever look at that
22 as a big -- when I looked into it originally, I don't
23 think that it had much in there except for maybe a
24 little bit of land. But that could have definitely
25 changed. It changes daily, it seems like.

1 Q So in this litigation the first -- this
2 litigation was commenced by the filing of a petition
3 by two of the co-trustees. You understand that?

4 A I do.

5 Q At that point in time were you committed to
6 litigating against the trust yourself?

7 MR. JOHNSON: Objection. Vague.

8 THE WITNESS: No.

9 BY MR. HOSMER-HENNER:

10 Q Were you absolutely going to file suit
11 against the trust at the time the co-trustees filed
12 their petition?

13 MR. JOHNSON: Objection. Vague.

14 THE WITNESS: Well, I never wanted to file
15 suit to sue them if they would have just given me what
16 my portion would have been.

17 BY MR. HOSMER-HENNER:

18 Q But it wasn't your 100 percent intention at
19 the time that this litigation was commenced to engage
20 in litigation against your family?

21 A No. But it made the clock tick when I read
22 it -- about it, that I had a certain amount of time to
23 respond or it was like it was done.

24 Q And when you say "read it," you mean you
25 read the petition filed by the co-trustees?

1 A Yes.

2 Q And at that point did you believe your hand
3 was forced into making claims related to the trust?

4 A Forced, and forced to do quickly.

5 Q And in this litigation you've heard Stan
6 testify about an investment account he shared with his
7 father?

8 A Yes.

9 Q Do you recall that investment account?

10 A I don't recall it. I just recall what I've
11 been told.

12 Q And there are items on the financial
13 statements related to that investment account?

14 A Jakmar [sic], I think, is the name, or
15 Mar- -- yes, I believe so.

16 Q And have you ever requested information
17 related to that investment account?

18 MR. JOHNSON: Objection. Vague.

19 THE WITNESS: When I requested all the
20 information to be detailed on financial statements,
21 that would have been one of them.

22 BY MR. HOSMER-HENNER:

23 Q Have you ever been denied information about
24 that investment account?

25 MR. JOHNSON: Objection. Vague.

1 THE WITNESS: Denied? No.

2 BY MR. HOSMER-HENNER:

3 Q Stan's never told you "I'm not going to
4 give you any information about that"?

5 A No one did. But no.

6 Q Do you have any claims related to that
7 investment account in this litigation?

8 MR. JOHNSON: Objection. Legal conclusion.

9 THE WITNESS: Do I have any claims?
10 "Claims" meaning?

11 BY MR. HOSMER-HENNER:

12 Q Do you think Stan did anything wrong with
13 respect to that investment account?

14 MR. JOHNSON: Same objection.

15 THE WITNESS: I'm not sure. I mean, not at
16 this -- I don't recall him doing it, but I would
17 probably need to look into it further. But at this
18 point I don't know. I don't know.

19 BY MR. HOSMER-HENNER:

20 Q And were you aware at a point in time -- at
21 any point in time since your dad's death that one of
22 the Lakeridge entities was providing loans to the
23 family trust?

24 A Yes, I do.

25 Q And were you asked to sign an ACPA with

1 respect to those loans?

2 A I don't -- not that I recall, no.

3 Q Do you recall the interest rate or any
4 documentation related to the loans of those Lakeridge
5 loans to the family trust?

6 A No.

7 Q Did you know that Lakeridge was a -- you
8 know, a cash-flow-positive entity during that time?

9 A Yes.

10 Q And is that your understanding as to why
11 the loans came from Lakeridge to the family trust?

12 A Yes.

13 MR. JOHNSON: Objection. Vague.

14 BY MR. HOSMER-HENNER:

15 Q Did you understand that there were any
16 other entities really available, making money, that
17 could keep the family trust afloat during this time?

18 A I was -- I really wasn't sure. It seemed
19 like -- but I know that they were counting on Stan to
20 put money in from Lakeridge to keep it going until we
21 figured out what to do with -- where money was or
22 whatever.

23 Q And you were aware of that --

24 A Yes.

25 Q -- at the time it happened?

1 Did you have any objection to that
2 happening?

3 A No.

4 Q Did you have any concern with Stan loaning
5 money to the family trust from Lakeridge given what
6 you know now?

7 MR. JOHNSON: Objection. Vague.

8 THE WITNESS: No. And back then I trusted
9 them both so much, I just -- whatever they wanted to
10 do.

11 BY MR. HOSMER-HENNER:

12 Q So both at the time and in hindsight, you
13 think that was an appropriate loan?

14 A For Lakeridge to give money to the trust?
15 Yes.

16 Q Correct.

17 You've heard testimony from Stan that he
18 repaid Lakeridge with part of the proceeds of the
19 Bronco Billy's sale?

20 A Yes.

21 Q Do you have any objection to that
22 repayment?

23 A To the repayment? No.

24 Q Do you think that it was necessary for the
25 family trust to borrow money from Lakeridge in order

1 to keep the entire enterprise afloat?

2 MR. JOHNSON: Objection. Vague. Calls for
3 speculation.

4 THE WITNESS: To my recollection, from what
5 I've been told to this date, then I think so. I don't
6 think it was going to personally pay for Stan's
7 things.

8 BY MR. HOSMER-HENNER:

9 Q And you think it was appropriate for
10 Lakeridge to be repaid from family trust assets?

11 A If -- if they borrowed money from them,
12 then I would think that we would be good creditors and
13 pay them back.

14 Q And you understood that the family trust
15 had borrowed money from Lakeridge?

16 A Oh, yes, I definitely knew that because it
17 was on the -- everything, yeah.

18 Q And so you have no objection to the
19 repayment of those loans to Lakeridge from the family
20 trust?

21 A No.

22 Q And you've heard testimony and you were
23 personally aware that Stan set aside \$400,000 from the
24 Bronco Billy's account in what he believed was
25 something for your benefit?

1 A Yes.

2 Q And did you have any problem with Stan
3 retaining those funds in a subtrust?

4 MR. JOHNSON: Objection. Vague.

5 THE WITNESS: No.

6 BY MR. HOSMER-HENNER:

7 Q Do you have an objection to Stan retaining
8 those funds, even today, in that subtrust?

9 MR. JOHNSON: Objection. Vague.

10 THE WITNESS: I think that -- you mean do I
11 trust him?

12 BY MR. HOSMER-HENNER:

13 Q Well, let's start with that question.

14 A Okay.

15 Q Do you still trust Stan?

16 A Yes.

17 Q And do you know why he set aside those
18 \$400,000?

19 A Because he felt that if it went into the
20 family trust, that it would be taken out for the
21 indemnification, and therefore I would not receive
22 any.

23 Q And do you agree with that feeling?

24 A Yes.

25 Q If you were in Stan's shoes, would you have

1 set aside that 400,000 for him if the roles were
2 reversed?

3 A Yes.

4 MR. JOHNSON: Objection. Speculation.
5 BY MR. HOSMER-HENNER:

6 Q So you have no objection with the way Stan
7 has managed those \$400,000 in proceeds?

8 MR. JOHNSON: Objection. Legal conclusion.

9 THE WITNESS: From what I know -- from what
10 I know -- I don't know -- I mean, from what Stan's
11 told me is all I can say. So I don't -- as long as it
12 is done -- is consistent with what Stan told me, then
13 I have no objection. It's just I don't have proof or
14 anything, but --

15 BY MR. HOSMER-HENNER:

16 Q Based on what you understand today, after
17 receiving every document in this case --

18 A Right.

19 Q -- you have no objection to that specific
20 action that Stan took with respect to the \$400,000?

21 MR. JOHNSON: Objection. Misstates facts.

22 THE WITNESS: On the -- based -- I mean,
23 based on the knowledge that I have, I don't think that
24 there's been any -- I don't have a problem with it
25 based on what I know, what I've been told.

1 BY MR. HOSMER-HENNER:

2 Q Are you aware of Todd setting aside any
3 funds for you in the family trust?

4 A I'm not aware of them. I don't -- no.

5 Q Has he told you that he has done anything
6 like that?

7 A Well, when I trusted him back in the day,
8 he was telling me he was always doing things for me,
9 but they never -- they didn't happen.

10 Q Specifically with respect to the Bronco
11 Billy's distribution --

12 A No.

13 Q -- Todd has not told you that he has set
14 aside any funds for you?

15 A No.

16 Q And there's been discussion about
17 equalization. Were you -- did you receive
18 communications from Maupin, Cox concerning your
19 ability or right to be equalized from the Bronco
20 Billy's distributions?

21 A I don't know -- I think it was from Kevin.
22 I'm not -- I don't think it was from Maupin, Cox.

23 Q And what do you recall from those
24 communications from Kevin concerning your right to be
25 equalized?

1 A That I was not going to be equalized
2 because there was no reason to be because it was
3 split -- it was taken out of the -- Bronco Billy's was
4 taken out of the family trust and was now owned
5 individually by Stan and Todd.

6 Q With respect to the 6 percent gifts. But
7 the remaining interest was still a family trust asset?

8 A No. Not according to Kevin.

9 Q Kevin told you that the entirety of the
10 Bronco Billy's sales proceeds were held individually
11 by Stan and Todd?

12 A Yes, he did, in an email.

13 Q And did he follow up with Stan or Todd
14 about that?

15 A Yes.

16 Q And what did they tell you with respect to
17 Kevin's representation?

18 A I can't remember what Stan told me, but he
19 said that we needed to get a meeting together and talk
20 about it, because he was under the impression that
21 whatever they were doing was, you know, correct.

22 Q Stan suggested a meeting?

23 A Yes.

24 Q Did you receive any communication from Todd
25 about the Bronco Billy's distribution?

1 A From Kevin I did, which is when -- when I
2 asked Todd, lots of times I'd get them from Kevin --
3 I'd get a response from Kevin instead.

4 Q And was that subsequent communication
5 telling you that the family trust was owning none of
6 the Bronco Billy's proceeds?

7 A There's an email that has been produced
8 from Kevin to me that says there is -- there's -- the
9 family trust does -- "I do not have to discuss this
10 issue," or whatever, "because the family trust no
11 longer has an interest in Bronco Billy's. It is now
12 outside of the trust, and Stan and Todd own it
13 individually," and that the -- something had been sent
14 to change all of the ownership -- ownership
15 documentation had been sent to Bronco Billy's.

16 It's a long -- it's a long email that he
17 responded about several things.

18 Q Could you see if that's Exhibit 57 in your
19 binder?

20 A That's 56. Sorry.

21 You got it? Thank you. Okay.

22 No. I don't think this was it.

23 Q There's a reference to Bronco Billy's on
24 TJ1318.

25 A I see that, but this is not the email I'm

1 talking about.

2 Q On this email it says "No gaming monies may
3 be distributed without a license."

4 A Correct.

5 Q Did you have any reason to disagree with
6 that?

7 A Not at this time, because it wasn't -- the
8 sale had not -- was not -- was not going on.

9 Q And it also says "No obligations to
10 beneficiaries can be completed yet until creditors
11 have been satisfied or debt assumed."

12 A Yes. That's what it says.

13 Q And did you have any reason to disagree
14 with these statements in between this time period on
15 January -- on, excuse me, May 2014 and the sale of
16 Bronco Billy's?

17 MR. JOHNSON: Legal conclusion.
18 Speculation.

19 THE WITNESS: This wasn't -- this -- this
20 is not the sale of Bronco Billy's. That's not what
21 we're discussing here.

22 BY MR. HOSMER-HENNER:

23 Q But between now and the sale --

24 A Oh, no, I believed -- yes, I believed -- I
25 trusted all of them.

1 Q And no reason to disagree with these
2 representations by Kevin?

3 MR. JOHNSON: Objection. Speculation.

4 THE WITNESS: No.

5 BY MR. HOSMER-HENNER:

6 Q Did you ever receive any other information
7 saying -- changing Kevin's advice here or his
8 opinions?

9 A No. Up until the sale, when he told me
10 that it wasn't owned by the family trust anymore.

11 Q And so that document -- which I don't think
12 has been included as a deposition exhibit -- you're
13 saying that that represented to you that the family
14 trust had no interest in Bronco Billy's?

15 A That the -- that Bronco Billy's was no
16 longer a part of the family trust; it was owned
17 individually, 50/50, by Stan's trust and Todd's trust,
18 and therefore the -- that the proceeds from the sale
19 had nothing to do with the family trust.

20 Q But you understood that the information was
21 subsequently -- that those assets were subsequently --
22 or at least a portion of those -- were transferred to
23 the family trust?

24 A Yes. I believe that was after my counsel
25 at the time, Dana Dwiggs, demanded it or something.

1 I think that's what happened. She wanted the money to
2 go there.

3 Q And your understanding is that as a result
4 of her demand, the advisors to the trust changed their
5 opinion and put the money back in the family trust?

6 A I believe after her -- she talked with the
7 Maupin, Cox group, that that's what was determined. I
8 believe that's what happened. I can't remember off
9 the top of my head, but I believe that's right.

10 Q So your initial understanding was that
11 there was no obligation for the family trust or the
12 co-trustees to put any of the Bronco Billy's sale
13 proceeds into the family trust?

14 A That's correct. From Kevin's email.

15 Q And do you recall the approximate date of
16 that email?

17 A Two thousand -- let's see. It would have
18 been 2016 or '17.

19 I think I have it in my car. No, maybe I
20 don't.

21 I don't know. I don't know, off the top of
22 my head, when it was. But it was probably within
23 60 days after the closing of Bronco Billy's, so
24 whenever that was.

25 Q And this is just -- this is \$6 million at

1 stake, so it's important that I understand what your
2 position is here.

3 But there's \$6 million in sales. Did Stan
4 ever represent to you that you would be getting
5 nothing as a result of the sale of Bronco Billy's?

6 A He said it was complicated and that I
7 needed to discuss -- he said he didn't -- I needed to
8 talk to Kevin and Todd about it because he didn't --
9 he said that some things had changed and he was --
10 didn't really -- I should talk to them, and he really
11 didn't understand what had changed.

12 Q And other than that email, did Todd ever
13 represent to you that the 6 million proceeds would not
14 benefit you or the family trust in any way?

15 A No, Todd never did.

16 Q He never had a conversation with you about
17 the sale of Bronco Billy's?

18 A Just an email saying, yes, it is great
19 news, you know, hopefully that they will be able to
20 follow through and buy it or something.

21 Q And what about Kevin Riley? Other than
22 that one email you referenced, did he ever tell you
23 that you would be getting nothing from the Bronco
24 Billy's sale?

25 A In that email, yes. Other than that email,

1 no.

2 Q And so that email said it's not in the
3 family trust, and there's no obligation to put it back
4 in there, and you're going to get nothing from Bronco
5 Billy's?

6 A In so many words. It said it's no longer
7 part of the family trust; it's owned by the two boys
8 individually.

9 Q And why didn't you file suit at that exact
10 moment?

11 A Well, I think we were starting to. I mean,
12 because he said that -- he said that -- I had an
13 attorney at the time. For sure I did.

14 But he said that it had been removed from
15 the family trust, that it was going into the boys' --
16 and when I asked him why -- I said, "Why did that
17 happen?" And in that email he said, "Because if we
18 wanted to figure out" -- "give you" -- "give you a
19 portion of it, we would have to have a costly
20 appraisal done, and we didn't want to pay for a costly
21 appraisal to see what your portion should be."

22 Q So it wasn't as a result of the gaming
23 license issue, it was just a refusal to have an
24 appraisal done?

25 A That was during -- for the sale, that's

1 what it was, yeah, that it was an appraisal -- because
2 I said, "I just found out that you don't have to be
3 licensed, have a gaming license, if it sold or
4 something."

5 Q How did you find that out?

6 A I called the Department of Gaming, Colorado
7 Department of Gaming, and asked them.

8 Q And they provided that representation to
9 you over the phone?

10 A Yes. It was a very simple question. Do
11 you need to have -- if you -- if there's a sale of a
12 casino, do you have to be an owner or licensed -- not
13 owner -- do you have to be a licensed person in the
14 state of Colorado -- not California, I'm sorry -- to
15 receive proceeds.

16 Q But how can you receive proceeds from the
17 sale of a casino if you weren't the owner of a casino?

18 A You could -- you could --

19 MR. JOHNSON: Legal conclusion.

20 THE WITNESS: Well, you could -- they could
21 be gifted at a sale. Not proceeds when you're getting
22 monies, like, monthly, but at the sale you could --
23 you could -- it could go to anyone. You could give it
24 to anyone is what -- I don't remember the words
25 exactly. But you didn't have to be licensed to

1 receive it.

2 BY MR. HOSMER-HENNER:

3 Q After everything was distributed?

4 A After they -- after -- I guess it was
5 after, you know, the money was received.

6 Q But just to be clear, they did not tell you
7 that they could distribute the funds from the proceeds
8 of a sale directly to a non-licensee?

9 A They told me that the -- that as -- that
10 you did not have to be an owner -- not an owner, I'm
11 sorry -- a licensed -- have a Colorado gaming license
12 in order to see the proceeds of a sale, and they said
13 this -- because there are different kinds of licenses.

14 There's a certain -- if you own less than
15 5 percent, you can have a certain kind of license,
16 and, you know, if you own whatever else like that --
17 but, yes, that you did not have to -- that you
18 could -- it could be given to, I think they told me,
19 the ACPS -- I mean the dog shelter -- if they wanted
20 to gift it to that.

21 Q Gifted after the initial recipient got the
22 funds?

23 A Well, yeah. I mean, obviously they're
24 going to send the initial check to the -- to the
25 company that -- you know, to Pioneer Group.

1 Q Right.

2 A Right.

3 Q And the owners of Pioneer Group are the
4 only ones entitled to receive a portion of that
5 initial check?

6 A Well, of course --

7 MR. JOHNSON: Legal conclusion.

8 THE WITNESS: Yeah, I'm assuming --

9 BY MR. HOSMER-HENNER:

10 Q So you thought that Stan and Todd should
11 then gift the money back to you, or at least one-third
12 of their share?

13 A Or that Pioneer Group could, because
14 Pioneer Group was paid a large check and then -- of
15 the 30 million --

16 Q Uh-huh.

17 A -- and then distributed it to, you know --
18 it should have been to Dad's trust.

19 Q To the family trust?

20 A Yes.

21 Q Was it your understanding that the
22 25 percent interest was distributed out of the family
23 trust to Todd and Stan individually?

24 A That's what Kevin told me.

25 Q Is it possible that they could have

1 distributed it to the subtrusts under the family trust
2 for Todd and Stan?

3 MR. JOHNSON: Speculation.

4 THE WITNESS: He told me that -- I don't
5 know what the difference is between the trust and the
6 subtrust, but it went 50/50 to them.

7 BY MR. HOSMER-HENNER:

8 Q The subtrusts. Okay.

9 A And that it wasn't in the family trust.
10 That's what he told me.

11 Q Do you believe that Stan arranged for that
12 distribution from the Pioneer Group?

13 A I don't think Stan knew much more about it
14 than I did.

15 Q So do you have any specific claims against
16 Stan either as a co-trustee or individual with respect
17 to how the Pioneer Group transaction was arranged,
18 distributed, set up, et cetera?

19 MR. JOHNSON: Objection. Asked and
20 answered.

21 THE WITNESS: I'm not sure that I have -- I
22 don't believe that Stan did anything intentional, but
23 I don't know what the -- I don't have enough
24 information for me to decipher if something was done
25 that shouldn't have been done.

1 BY MR. HOSMER-HENNER:

2 Q So it's just a lack of knowledge --

3 A Yes.

4 Q -- rather than any specific belief, even,
5 that Stan did anything wrong with respect to Bronco
6 Billy's?

7 MR. JOHNSON: Objection. Vague.

8 THE WITNESS: That's correct. I don't know
9 about -- I don't know that there's any -- everything
10 could have been wrong. Everything could have been --
11 my lack of knowledge is hindering me.

12 Q Wendy, that's -- given the flight of
13 opposing counsel, that's all questions I have today.
14 We reserve our right to hold you over at a subsequent
15 deposition if we need to.

16 MR. HOSMER-HENNER: Do you have any
17 questions that you want to try to get in?

18 MR. LATTIN: I don't think we have time.
19 But we do, on behalf of the trustees, reserve our
20 right to go back and question on things that came up
21 during your questions and Mr. Kreitlein's questions
22 that we did not have a chance to go into.

23 MS. SHANKS: We join in that as his
24 individual counsel.

25 MR. JOHNSON: I'm going to object to that.

1 They've had more than, I think, three days of what
2 they were allotted, and we gave them more time
3 yesterday and, you know -- this has been going on
4 forever.

5 So I'm going to take off now, and I guess
6 we'll deal with that later.

7 THE VIDEOGRAPHER: Would you like to
8 conclude for today?

9 MR. HOSMER-HENNER: Yes, please.

10 THE VIDEOGRAPHER: This concludes today's
11 Video Deposition of Wendy Jaksick, Volume V.

12 One copy of the original video discs will
13 be delivered to Robison, Sharp, Sullivan & Brust,
14 71 Washington Street, Reno, Nevada. The total number
15 of video discs used was two.

16 We are going off record, and the monitor
17 time is approximately 12:33 p.m.

18 (Deposition adjourned at 12:33 p.m.)

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6 I, _____, do hereby swear or
7 affirm under penalty of perjury that the assertions
8 and/or answers of this affidavit/deposition are true.
9

10
11 _____
12 WENDY JAKSICK
13

14 Subscribed and sworn to before me
15 this _____ day of _____, 2018.
16

17 _____
18 NOTARY PUBLIC
19
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25

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, BECKY VAN AUKEN, a Certified Court Reporter in and for the County of Washoe, State of Nevada, do hereby certify:

That on Friday, August 10, 2018, at the offices of Robison, Sharp, Sullivan & Brust, 71 Washington Street, Reno, Nevada, I was present and took verbatim stenotype notes of the videotaped deposition of WENDY JAKSICK, who personally appeared and was duly sworn by me and was deposed in the matter entitled herein; and thereafter transcribed the same into typewriting as herein appears;

That the foregoing transcript is a full, true and correct transcription of my stenotype notes of said deposition.

Dated at Reno, Nevada, this 22nd day of August, 2018.

BECKY VAN AUKEN, CCR #418

DEPONENT'S CHANGES OR CORRECTIONS

Deponent: WENDY JAKSICK

Date of Deposition: AUGUST 10, 2018

Note: If you are adding to your testimony, print the exact words you want to add. If you are deleting from your testimony, print the exact words you want to delete. Specify with "Add" or "Delete" and sign below.

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I hereby certify that I have read my deposition transcript, made those changes and corrections that I deem necessary, and approve the same as now true and correct.

Date: _____ Signature: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

I, _____, a notary
 public in and for the County of _____,
 State of _____, do hereby certify:

That on the _____ day of _____,
 20____, before me personally appeared WENDY JAKSICK,
 whose deposition appears herein;

That any changes in form or substance
 desired by the witness were entered upon the
 deposition by the witness;

That the witness thereupon signed the
 deposition under penalty of perjury.

Dated: At _____,
 this _____ day of _____, 20____.

OFFICER'S ACTIONS RE SIGNING OF DEPOSITION
PURSUANT TO NEVADA RULES OF CIVIL PROCEDURE

August 10, 2018

AT DIRECTION OF COUNSEL ORIGINAL
WAS SENT TO MR. JOHNSON

WITNESS SIGNED DEPO ON

ORIGINAL TO BE RETURNED TO MR. ROBISON
AFTER 30 DAYS OR UPON REVIEW AND SIGNATURE

OTHER ACTIONS

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