

**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  
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**CASE NO.: 81470**

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

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

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

Appellants/Cross-Respondents,

vs.

WENDY JAKSICK,

Respondent/Cross-Appellant.

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

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Request for Submission	5.1.20	18	TJA003148-003151
Request for Submission	5.18.20	19	TJA003358-003365
Request for Submission	5.19.20	19	TJA003373-003376
Request for Submission	5.19.20	20	TJA003453-003456
Request for Submission	6.8.20	21	TJA003635-003638
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 13<sup>th</sup> day of April, 2021.

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

/s/ Therese M. Shanks, Esq.  
KENT R. ROBISON (SBN #1167)  
THERESE M. SHANKS (SBN #12890)  
Attorneys for Appellant/Cross-Respondent  
Todd B. Jaksick, in his individual capacity

**CERTIFICATE OF SERVICE**

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

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

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

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

Donald A. Lattin, Esq.  
Carolyn K. Renner, Esq.  
Maupin, Cox & LeGoy  
4785 Caughlin Parkway  
P. O. Box 30000  
Reno, Nevada 89519  
Email: [dlattin@mcllawfirm.com](mailto:dlattin@mcllawfirm.com) / [crenner@mcllawfirm.com](mailto:crenner@mcllawfirm.com)  
*Attorneys for Appellants/Cross Respondents/Trustees*  
*Todd B. Jaksick, Michael S. Kimmel, Kevin Riley*

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R. Kevin Spencer, Esq. / Zachary E. Johnson, Esq.  
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*Attorneys for Respondent/Cross Appellant Wendy A. Jaksick*

DATED this 13th day of April, 2021.

Christine O'Brien  
Employee of Robison, Sharp, Sullivan  
& Brust



1 **CODE: 1950**

2 Adam Hosmer-Henner, Esq. (NSBN 12779)

3 McDONALD CARANO

4 100 West Liberty Street, 10th Floor

5 Reno, Nevada 89501

6 Telephone: (775) 788-2000

7 [ahosmerhenner@mcdonaldcarano.com](mailto:ahosmerhenner@mcdonaldcarano.com)

8 *Attorneys for Stanley Jaksick,*

9 *Co-Trustee of the Family Trust*

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

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

12 \* \* \* \* \*

13 In the Matter of the Administration of the

CASE NO.: PR17-00445

14 SSJ ISSUE TRUST,

DEPT. NO.: 15

15 In the Matter of the Administration of the

CASE NO.: PR17-00446

16 SAMUEL S. JAKSICK, JR. FAMILY TRUST,

DEPT. NO.: 15

17 WENDY JAKSICK,

18 Respondent and Counter Petitioner,

19 v.

20 TODD B. JAKSICK, Individually, as Co-  
21 Trustee of the Samuel S. Jaksick, Jr. Family  
22 Trust, and as Trustee of the SSJ's Issue Trust,  
23 MICHAEL S. KIMMEL, Individually and as  
24 Co-Trustee of the Samuel S. Jaksick, Jr. Family  
25 Trust, and STANLEY S. JAKSICK, Individually  
26 and as Co-Trustee of the Samuel S. Jaksick, Jr.  
27 Family Trust, Kevin Riley, Individually and as  
28 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.

29 STANLEY JAKSICK,

30 Respondent and Counter-Petitioner,

31 v.

32 TODD B. JAKSICK, Individually and as Trustee  
33 of the Samuel S. Jaksick Jr. Family Trust and  
34 SSJ's Issue Trust.

35 **VERIFIED MEMORANDUM OF COSTS**

Stanley Jaksick, as co-Trustee of the Family Trust, respectfully submits the following  
Verified Memorandum of Costs:

1.	NRS 18.005(1). Clerk's Fees. Filing Fee.	\$299.50
2.	NRS 18.0052(8). Reporters' fees for depositions, including reporter's fee for one copy of each deposition.	\$22,341.44
3.	NRS 18.005(3). Jurors' fees and expenses, together with reasonable compensation of an officer appointed to act in accordance with NRS 16.120.	\$0.00
4.	NRS 18.005(4). Fees for witnesses at trial, pretrial hearings and deposing witnesses, unless the court finds that the witness was called at the instance of the prevailing party without reason or necessity.	\$0.00
5.	NRS 18.005(5). Reasonable fees of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert's testimony were of such necessity as to require the larger fee.	\$12,500.00
6.	NRS 18.005(6). Reasonable fees of necessary interpreters.	\$0.00
7.	NRS 18.005(7). The fee of any sheriff or licensed process server for the delivery or service of any summons or subpoena used in the action, unless the court determines that the service was not necessary. Nevada Court Services and Reno/Carson Messenger Service, Inc. – Service of Summons Complaint; Publication in Reno Gazette Journal.	\$0.00
8.	NRS 18.005(8). The fees of the official reporter or reporter pro tempore.	\$4,034.76
9.	NRS 18.005(9). Reasonable costs for any bond or undertaking required as part of the action.	\$0.00
10.	NRS 18.005(10). Fees of a court bailiff who was required to work overtime.	\$0.00
11.	NRS 18.005(11). Reasonable costs for facsimiles and telecopies.	\$0.00
12.	NRS 18.005(12). Reasonable costs for photocopies <sup>1</sup> .	\$1,312.00
13.	NRS 18.005(13). Reasonable costs for long distance telephone calls.	\$0.00
14.	NRS 18.005(14). Reasonable costs for postage and overnight delivery service.	\$10.98

<sup>1</sup> McDonald Carano LLP uses a Copitrak System to electronically track all photocopy, telephone and facsimile charges. This system requires that the copy machine or phone operator first include a client number and matter number before the telephone call or copies are made, therefore providing an electronic count of all calls and copies made during that session. Each session is accounted for electronically to ensure that the telephone calls and count of photocopies are accurately billed to the proper client and matter number.

15.	NRS 18.005(15). Reasonable costs for travel and lodging incurred taking depositions and conducting discovery.	\$0.00
16.	NRS 18.005(16). Fees charged pursuant to NRS 19.0335.	\$0.00
17.	NRS 18.005(17). Any other reasonable and necessary expense incurred in connection with the action, including reasonable and necessary expenses for computerized services for legal research.	\$1,392.11
A.	Arbitration/Mediation Fees	\$1,154.17
Total NRS 18.005 Statutory Costs		\$43,044.96

Cost Reports from McDonald Carano LLP and Kreitlein Leeder Moss are attached as  
**Exhibit 1.**

**AFFIRMATION**

The undersigned does hereby affirm that the preceding document does not contain the  
Social Security number of any person.

Dated: March 17, 2020

MCDONALD CARANO

By: /s/ Adam Hosmer-Henner  
Adam Hosmer-Henner, Esq. (NSBN 12779)  
100 West Liberty Street, 10<sup>th</sup> Floor  
Reno, NV 89501

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

**DECLARATION OF ADAM HOSMER-HENNER**

I, Adam Hosmer-Henner, declare as follows:

1. I am over the age of eighteen (18) years. I make this declaration based upon my own personal knowledge, except where otherwise indicated, thereupon testifying upon information and belief. If called as a witness, I could and would be competent to testify to these facts. I submit this Declaration in support of Stanley Jaksick's Verified Memorandum of Costs.

2. I am an attorney licensed to practice law in the State of Nevada and am a partner in the law firm of McDonald Carano LLP and counsel of record in this action for Stanley Jaksick.

3. To the best of my knowledge and belief the costs claimed in this Verified Memorandum of Costs are correct. These costs were reasonable and necessarily incurred in this action as more fully described below.

4. Stanley Jaksick incurred \$299.50 in clerk's filing fees in this matter. A true and correct copy of supporting documentation is attached hereto as **Exhibit 1**.

5. Stanley Jaksick incurred \$22,341.44 in reporters' fees for depositions. *See* Ex. 1. The reporters' fees were reasonable and necessary because of the number of depositions that were noticed by all parties in this matter.

6. Stanley Jaksick incurred \$4,034.76 in Official Reporter Fees. *See* Ex. 1. The Official Report Fees were reasonable and necessary in order to prepare during trial and for post-trial practice.

7. Stanley Jaksick incurred \$12,500 in expert witness fees. *See* Ex. 1. The expert witness fees were reasonable and necessary in order to evaluate disputed evidence in this matter. These fees are justified though they are in excess of the statutory fees, which would not have been sufficient to obtain the required expert opinions.

9. Stanley Jaksick incurred \$1,312.00 in costs for photocopies. *See* Ex. 1. The photocopy fees were reasonable and necessary because of the volume of documents in this case and the necessity of preparing witness and exhibit binders for use at trial and during depositions.

10. Stanley Jaksick incurred \$10.98 in cost for postage. *See* Ex. 1. The postage fees were reasonable and necessary as a result of discovery mailings.



**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD CARANO and that on March 17, 2020, I served the within **VERIFIED MEMORANDUM OF COSTS** on the parties in said case by electronically filing via the Court's e-filing system. The participants in this case are registered e-filing users and that service will be accomplished by e-filing to the following e-filing participants:

Donald Lattin, Esq.  
Robert LeGoy, Esq.  
Brian C. McQuaid, Esq.  
Carolyn Renner, Esq.  
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Philip L. Kreitlein, Esq.  
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Reno, NV 89502

R. Kevin Spencer, Esq.  
Zachary E. Johnson, Esq.  
Brendan P. Harvell, Esq.  
Spencer Law, P.C.  
500 N. Akard St., Suite 2150  
Dallas, TX 75201

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

Dated: March 17, 2020

/s/ Jill Nelson  
Jill Nelson

**INDEX OF EXHIBITS**

EXHIBIT #	DESCRIPTION	NUMBER OF PAGES
1	Cost Reports for McDonald Carano LLP and Kreitlein Leeder Moss, Ltd.	9

4820-6892-6637, v. 1

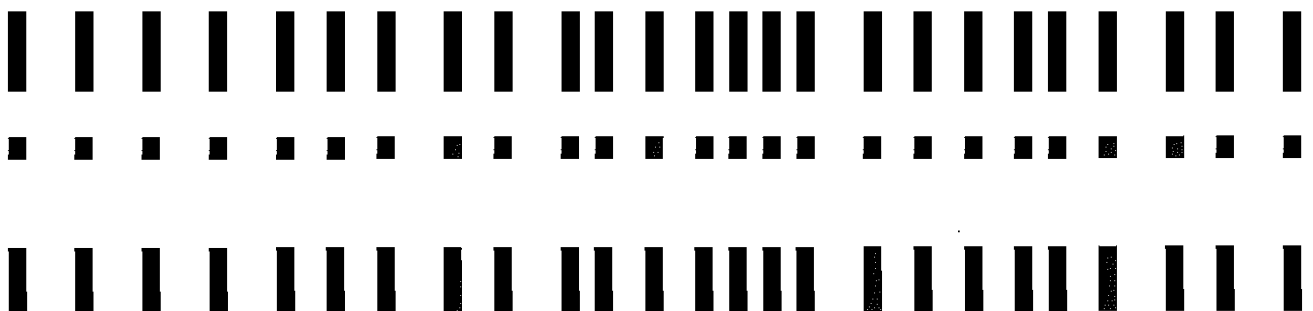
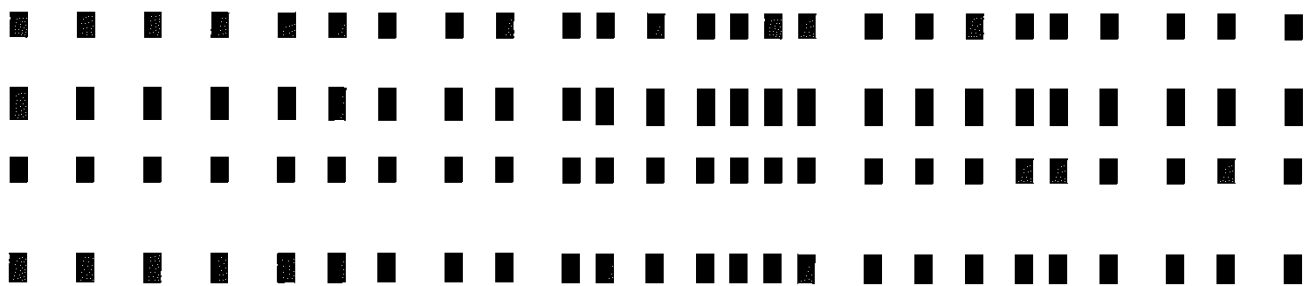
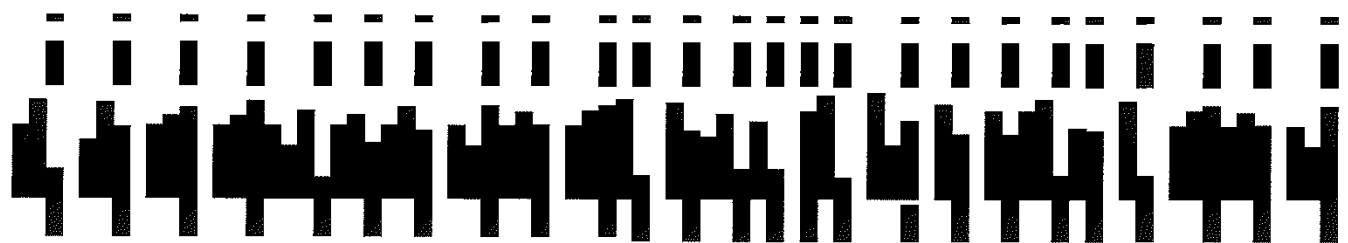
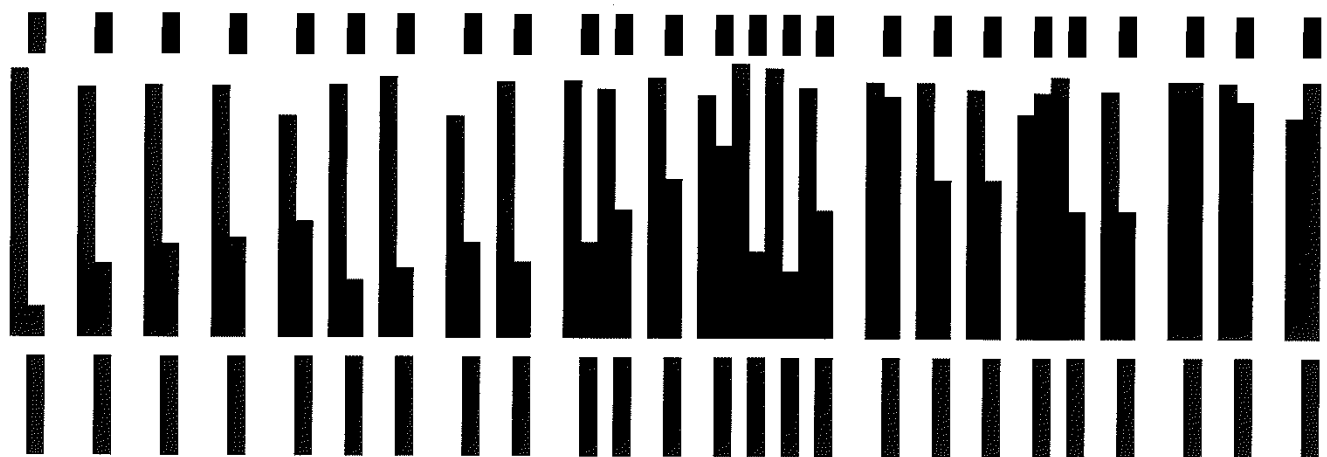
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2020-03-17 05:32:52 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7797309

# Exhibit 1

# Exhibit 1



## Filled and Unfilled



TJA 002157

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01/24/2019	264	Deposition Transcripts	0249	0.00	1,489.75	0.00	1,489.75	Veritext Corp	248385	107614	02/27/2019	Cleared	12382662	Billed	Deposition Transcripts, Veritext Corp	2/2019
01/24/2019	250	Mileage	0249	0.00	5.80	0.00	5.80	Erka Poserink	247881	107340	01/25/2019	Cleared	12396558	Billed	Mileage, Erka Poserink	10/2019
01/28/2019	264	Deposition Transcripts	0249	0.00	442.95	0.00	442.95	Veritext Corp	248386	107614	02/27/2019	Cleared	12382662	Billed	Deposition Transcripts, Veritext Corp	2/2019
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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3/5/2019  
3/5/2019  
3/5/2019  
2/26/2019

Billed and Unbilled  
03/17/2020Page 1

KREITLEIN LEEDER MOSS, LTD.  
1575 Delucchi Lane, Suite 101

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Reno, NV 89502  
Phone: (775) 786-2222  
Fax: (775) 786-2478

Invoice submitted to:  
Jaksick, Stan S.  
20 Sharps Circle  
Reno, NV 89519-8009

March 11, 2019

In Reference To: Account: 1433.02  
Probate

Additional Charges :

	<u>Amount</u>
10/10/2017 SECOND JUDICIAL DISTRICT COURT - FILING FEE.	213.00
10/31/2017 Photocopy Charges	86.25
Photocopy Charges	12.25
12/13/2017 Photocopy Charges	6.50
1/31/2018 Photocopy Charges	8.75
2/28/2018 Photocopy Charges	8.50
4/30/2018 Photocopy Charges	4.00
6/29/2018 Photocopy Charges	15.25
Postage Charges	5.03
7/31/2018 Photocopy Charges	21.00
8/31/2018 Photocopy Charges	69.50
Postage Charges	4.45
9/30/2018 Photocopy Charges	44.75
Advanced Fees	28.35
Advanced Fees	52.80

	<u>Amount</u>
10/31/2018 Photocopy Charges	121.75
11/30/2018 Photocopy Charges	76.50
12/31/2018 Photocopy Charges	61.75
Expert Retainer Fee - Tahoe Appraisal Services	5,000.00
Expert Witness Retainer - Beth Chrisman, CFDE - Handwriting Expert	5,000.00
1/31/2019 Tahoe Appraisal Service - Final Appraisal	2,500.00
Photocopy Charges	142.50
Postage Charges	1.50
2/28/2019 Photocopy Charges	60.00
Law Office of Robert F. Enzenberger - Mediation Services	354.17
Total additional charges	<u>\$13,898.55</u>



**Jayne Ferretto**

---

**From:** eflex@washoecourts.us  
**Sent:** Tuesday, March 17, 2020 5:34 PM  
**To:** Kent Robison  
**Cc:** Jayne Ferretto  
**Subject:** NEF: CONS: TRUST: SSJ'S ISSUE TRUST: Memorandum of Costs: PR17-00445

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
PROOF OF SERVICE OF ELECTRONIC FILING

---

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

**Judge:** HONORABLE DAVID A. HARDY

**Official File Stamp:** 03-17-2020:17:32:52  
**Clerk Accepted:** 03-17-2020:17:33:31  
**Court:** Second Judicial District Court - State of Nevada  
Civil  
**Case Title:** CONS: TRUST: SSJ'S ISSUE TRUST  
**Document(s) Submitted:** Memorandum of Costs  
- \*\*Continuation  
**Filed By:** Adam Hosmer-Henner

You may review this filing by clicking on the following link to take you to your [cases](#).

This notice was automatically generated by the courts auto-notification system.

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If service is not required for this document (e.g., Minutes), please disregard the below language.

**The following people were served electronically:**

STEPHEN C. MOSS, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST  
CAROLYN K. RENNER, ESQ. for KEVIN RILEY, TODD B. JAKSICK, MICHAEL S. KIMMEL  
DONALD ALBERT LATTIN, ESQ. for KEVIN RILEY, TODD B. JAKSICK, MICHAEL S. KIMMEL  
PHILIP L. KREITLEIN, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST  
KENT RICHARD ROBISON, ESQ. for DUCK LAKE RANCH LLC, SAMMY SUPERCUB, LLC, SERIES A, TODD B. JAKSICK, INCLINE TSS, LTD.  
SARAH FERGUSON, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST, SSJ'S ISSUE TRUST  
MARK J. CONNOT, ESQ. for WENDY A. JAKSICK  
THERESE M. SHANKS, ESQ. for DUCK LAKE RANCH LLC, SAMMY SUPERCUB, LLC, SERIES A, TODD B. JAKSICK, INCLINE TSS, LTD.

ADAM HOSMER-HENNER, ESQ. for STANLEY JAKSICK

**The following people have not been served electronically and must be served by traditional means** (see Nevada Electronic Filing Rules.):

R. KEVIN SPENCER, ESQ. for WENDY A. JAKSICK

ZACHARY JOHNSON, ESQ. for WENDY A. JAKSICK

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

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

18 **SECOND JUDICIAL DISTRICT COURT**

19 **WASHOE COUNTY, NEVADA**

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

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

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

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

24 WENDY JAKSICK,  
25 Respondent and Counter-Petitioner,

26 v.

27 TODD B. JAKSICK, INDIVIDUALLY, AS CO-  
28 TRUSTEE OF THE SAMUEL S. JAKSICK, JR.  
FAMILY TRUST, AND AS TRUSTEE OF THE  
SSI'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.

**VERIFIED MEMORANDUM OF  
COSTS**

//

//

Wendy A. Jaksick ("Wendy"), by and through her undersigned counsel, respectfully submits the following Verified Memorandum of Costs:

1.	NRS 18.005(1). Clerk's Fees. Filing Fees.	
2.	NRS 18.005(2). Reporters' Fees for depositions, including reporters' fee for one copy of each deposition.	\$49,621.00
3.	NRS 18.005(3). Jurors' Fees and expenses, together with reasonable compensation of an officer appointed to act in accordance with NRS 16.120.	\$4,480.00
4.	NRS 18.005(4). Fees for witnesses at trial, pretrial hearings and deposing witnesses, unless the court finds that the witness was called at the instance of the prevailing party without reason or necessity.	\$1,025.00
5.	NRS 18.005(5). Reasonable fees of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert's testimony were of such necessity as to require the larger fee.	\$122,177.19
6.	NRS 18.005(6). Reasonable fees of necessary interpreters.	\$0.00
7.	NRS 18.005(7). The fee of any sheriff or licensed process server for the delivery or service of any summons or subpoena used in the action, unless the court determines that the service was not necessary.	\$3,688.69
8.	NRS 18.005(8). The fees of the official reporter or reporter pro tempore. <sup>1</sup>	\$16,925.27
9.	NRS 18.005(9). Reasonable costs for any bond or undertaking required as part of the action.	\$0.00
10.	NRS 18.005(10). Fees of a court bailiff who was required to work overtime.	\$0.00
11.	NRS 18.005(11). Reasonable costs for facsimiles and telecopies.	\$0.00
12.	NRS 18.005(12). Reasonable costs for photocopies.	\$10,725.41
13.	NRS 18.005(13). Reasonable cost for long distance telephone calls.	\$0.00
14.	NRS 18.005(14). Reasonable costs for postage and overnight delivery service.	\$351.24
15.	NRS 18.005(15). Reasonable costs for travel and lodging incurred taking depositions and conducting discovery. <sup>2</sup>	\$60,541.09
16.	NRS 18.005(16). Fees charges pursuant to NRS 19.0335.	\$0.00
17.	NRS 18.005(17). Any other reasonable and necessary expense incurred in connection with the action, including reasonable and necessary expenses for computerized services for legal research. A. Fees and Costs For Admission <i>Pro Hac Vice</i> - \$3,250.00 B. Legal Research Fees – Westlaw - \$1,531.16 C. Arbitration/Mediation Fees - \$2,975.00 D. Courtroom Presentation - \$59,007.89 E. Deposition by Video Services - \$225.00	\$66,989.05

<sup>1</sup> This number includes the cost of the transcript.

<sup>2</sup> This number includes reasonable costs for travel and lodging incurrent for the trial.

	<b>TOTAL NRS 18.005 STATUTORY COSTS</b>	<b>\$336,523.94</b>
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Cost Reports from Fox Rothschild, LLP are attached hereto as Exhibit "1," and Cost Reports from Spencer & Johnson, PLLC are attached hereto as Exhibit "2".

**AFFIRMATION STATEMENT**

Pursuant to NRS 239B.030

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

DATED this 23<sup>rd</sup> day of March, 2020.

**FOX ROTHSCHILD LLP**

/s/ Mark J. Connot

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

**SPENCER & JOHNSON, PLLC**

/s/ R. Kevin Spencer

R. Kevin Spencer (*Admitted PHV*)  
Texas Bar Card No. 00786254  
Zachary E. Johnson (*Admitted PHV*)  
Texas Bar Card No. 24063978  
500 N. Akard Street, Suite 2150  
Dallas, Texas 75201  
kevin@dallasprobate.com  
zach@dallasprobate.com  
*Attorneys for Respondent/Counter-Petitioner*  
*Wendy A. Jaksick*

**DECLARATION OF MARK J. CONNOT**

I, Mark J. Connot, declare as follows:

1. I am over the age of eighteen (18) years. I make this declaration based upon my own personal knowledge, except where otherwise indicated, thereupon testifying upon information and belief. If called as a witness, I could and would be competent to testify to these facts. I submit this Declaration in support of Wendy Jaksick's Verified Memorandum of Costs.

2. I am an attorney licensed to practice law in the State of Nevada. I am a partner in the law firm Fox Rothschild LLP and co-counsel in this action for Wendy Jaksick.

3. To the best of my knowledge and belief the costs claimed in the Verified Memorandum of Costs are correct. These costs were reasonable and necessarily incurred in this action as more fully described below.

4. Wendy Jaksick incurred \$49,621.00 in reporters' fees for depositions and deposition transcripts in this matter invoiced and paid through Fox Rothschild LLP. A true and correct copy of supporting documentation is attached hereto as Exhibit "1". The reporters' fees and deposition transcripts were reasonable and necessary because of the number of depositions that were noticed by all parties in this matter.

5. Wendy Jaksick incurred \$19,396.50 in expert witness fees in this matter invoiced and paid through Fox Rothschild LLP. *See* Exhibit "1". The expert witness fees were reasonable and necessary to evaluate disputed evidence, develop Wendy Jaksick's claims for trial and present Wendy Jaksick's case. These fees are justified though they are in excess of the statutory fees, which would not have been sufficient to obtain the required expert opinions.

6. Wendy Jaksick incurred \$3,688.69 in fees for licensed process services for the delivery or service of summons or subpoenas in this action invoiced and paid through Fox

1 Rothschild LLP. *See* Exhibit “1”. The licensed process server fees were reasonable and  
2 necessary to obtain evidence, conduct discovery and secure witnesses attendance at trial.

3 7. Wendy Jaksick incurred \$2,566.41 in costs for photocopies in this matter invoiced  
4 and paid through Fox Rothschild LLP. *See* Exhibit “1”. The photocopy fees were reasonable and  
5 necessary because of the volume of documents in this case and the necessity of preparing witness  
6 and exhibit binders for use at trial and during depositions.

7 8. Wendy Jaksick incurred \$275.23 in costs for postage and overnight delivery  
8 services in this matter paid by Fox Rothschild LLP. *See* Exhibit “1”. The postage fees were  
9 reasonable and necessary as a result of discovery and other mailings.

10 9. Wendy Jaksick incurred \$20,387.47 in costs for travel and lodging incurred  
11 taking depositions, conducting discovery and attending trial in this matter invoiced and paid  
12 through Fox Rothschild LLP. *See* Exhibit “1”. The travel and lodging costs were reasonable and  
13 necessary to conduct and participate in discovery and attend and participate in trial.

14 10. Wendy Jaksick incurred \$1,531.16 in costs for online research fees via Westlaw  
15 in this matter invoiced and paid through Fox Rothschild LLP. *See* Exhibit “1”. Online legal  
16 research costs were reasonable and necessary because Wendy Jaksick’s attorneys necessarily  
17 performed legal research in support of her case.

18 Executed on this 23<sup>rd</sup> day of March, 2020.

19 /s/ R. Kevin Spencer  
20 R. Kevin Spencer  
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**DECLARATION OF R. KEVIN SPENCER**

I, R. Kevin Spencer, declare as follows:

1. I am over the age of eighteen (18) years. I make this declaration based upon my own personal knowledge, except where otherwise indicated, thereupon testifying upon information and belief. If called as a witness, I could and would be competent to testify to these facts. I submit this Declaration in support of Wendy Jaksick's Verified Memorandum of Costs.

2. I am an attorney licensed to practice law in the State of Texas, and I am currently admitted to practice in this action *pro hac vice*. I am a partner in the law firm SPENCER & JOHNSON, PLLC and co-counsel in this action for Wendy Jaksick.

3. To the best of my knowledge and belief the costs claimed in the Verified Memorandum of Costs are correct. These costs were reasonable and necessarily incurred in this action as more fully described below.

4. Wendy Jaksick incurred \$4,480.00 in Juror's fees and expenses paid through Spencer & Johnson, PLLC. A true and correct copy of supporting documentation is attached hereto as Exhibit "2". The fees and expenses were reasonable and necessary to conduct the jury phase of the trial.

5. Wendy Jaksick incurred \$1,025.00 in witness fees for the deposition a witness invoiced and paid through Spencer & Johnson, PLLC. See Exhibit "2". The fees and expenses were reasonable and necessary reasonable and necessary for Wendy Jaksick to prepare for and to try her case.

6. Wendy Jaksick incurred \$122,177.19 in expert witness fees in this matter invoiced and paid through Spencer & Johnson, PLLC. See Exhibit "2". The expert witness fees were reasonable and necessary to evaluate disputed evidence, develop Wendy Jaksick's claims



1 for trial and present Wendy Jaksick's case. These fees are justified though they are in excess of  
2 the statutory fees, which would not have been sufficient to obtain the required expert opinions.

3 7. Wendy Jaksick incurred \$16,925.27 in Official Reporter fees and the transcript  
4 in this matter invoiced and paid through Spencer & Johnson, PLLC. A true and correct copy of  
5 supporting documentation is attached hereto as Exhibit "2". The Official Reporter's fees and  
6 the cost of the transcript were reasonable and necessary in order to prepare during trial, for the  
7 extensive briefing during the equitable claims phase of the trial and for post-trial practice.

8 8. Wendy Jaksick incurred \$8,159.00 in costs for photocopies in this matter invoiced  
9 and paid through Spencer & Johnson, PLLC. See Exhibit "2". The photocopy fees were  
10 reasonable and necessary because of the volume of documents in this case and the necessity of  
11 preparing witness and exhibit binders for use at trial and during depositions. These photocopy  
12 fees only include the costs of outside vendors, they do not include any fees for copies made by  
13 Spencer & Johnson, PLLC.

14 9. Wendy Jaksick incurred \$76.01 in costs for postage and overnight delivery  
15 services in this matter paid by Spencer & Johnson, PLLC. See Exhibit "2". The postage fees  
16 were reasonable and necessary as a result of discovery and other mailings.

17 10. Wendy Jaksick incurred \$40,153.62 in costs for travel and lodging incurred  
18 taking depositions and conducting discovery and attending trial in this matter paid for by Spencer  
19 & Johnson, PLLC. See Exhibit "2". The travel and lodging costs were reasonable and necessary  
20 to conduct and participate in discovery and attend and participate in trial.

21 11. Wendy Jaksick incurred \$3,250.00 in fees and costs for her Texas counsel to  
22 obtain and maintain admission *pro hac vice* in Nevada for this matter, which was paid by Spencer  
23 & Johnson, PLLC. See Exhibit "2". These fees and costs were reasonable and necessary so that  
24 Wendy Jaksick's Texas counsel could appear and represent her in this matter.

13. Wendy Jaksick incurred \$59,007.89 in fees and costs for trial presentation services in this matter invoiced and paid through Spencer & Johnson, PLLC. *See* Exhibit “2”. The fees and costs were reasonable and necessary to aid Wendy Jaksick, her counsel, the jury and the Court because of the multitude of exhibits and the complex nature of the case and claims involved.

14. Wendy Jaksick incurred \$225.00 in fees so the Parties could conduct the deposition by video of James Green, an expert witness for Plaintiffs, which was invoiced and paid through Spencer and Johnson, PLLC. *See* Exhibit “2”. The fees were reasonable and necessary to conduct the deposition of James Green and allowed all the Parties to avoid the costs of travel out of state for the deposition.

16 Executed on this 23<sup>rd</sup> day of March, 2020.

R. Kevin Spencer

**CERTIFICATE OF SERVICE**

Pursuant to NRCp 5(b), I certify that I am an employee of FOX ROTHSCHILD LLP and that on this 23<sup>rd</sup> day of March, 2020, I served a true and correct copy of the foregoing **VERIFIED MEMORANDUM OF COSTS** by the Court's electronic file and serve system addressed to the following:

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

Donald A. Lattin, Esq.  
Carolyn K. Renner, Esq.  
Maupin, Cox & LeGoy  
4785 Caughlin Parkway  
Reno, NV 89519  
*Attorneys for Todd Jaksick and Michael  
Kimmel, as Co-Trustees of the SSJ's Issue  
Trust and SSJ, Jr. Family Trust*

Phil Kreitlein, Esq.  
Kreitlein Law Group  
1575 Delucchi Lane, Ste. 101  
Reno, NV 89502  
*Attorneys for Stanley S. Jaksick, Co-Trustee  
Samuel S. Jaksick, Jr. Family Trust*

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

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

DATED this 23<sup>rd</sup> day of March, 2020.

/s/ Doreen Loffredo  
An Employee of Fox Rothschild LLP

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

**INDEX OF EXHIBITS**

<b>Exhibit</b>	<b>Description</b>	<b>Pages</b>
1	Cost Reports for Fox Rothschild, LLP	8
2	Cost Reports for Spencer & Johnson, PLLC	3

FILED  
Electronically  
PR17-00445  
2020-03-23 03:35:12 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7805227

# EXHIBIT 1

# EXHIBIT 1

## FOX ROTHSCHILD LLP COST DETAIL - JAKSICK TRUST LITIGATION (180963.00001)

EXHIBIT 1

Client Name	Matter Description	Cost Date	Bill Date	Cost Code	Cost Code Description	Cost Amount	Cost Bill Amount	Narrative	Index
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/16/2018		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	531.96	531.96	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attendance at Depo of M Kimmel	10107998
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/16/2018		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	531.96	531.96	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attendance at Depo of W. Jaksick, Reno, NV	10107994
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/16/2018		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	531.96	531.96	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attendance at Depo of W. Jaksick, Reno, NV	10107996
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/30/2018		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	521.96	521.96	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend T. Jaksick deposition	10120714
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/20/2018		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	531.96	531.96	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions	10133779
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/17/2018		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	531.96	531.96	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions of K Riley and T Jaksick	10181284
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/17/2018		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	531.96	531.96	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Document review (P. Hascheff)	10181283
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/18/2018		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	678.90	678.90	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: KEVIN SUTHELL Attendance at hearing 11/15 - 11/16/18	10185832
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	531.96	531.96	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depo of P Hascheff 11/17/18	10190789
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	75.00	75.00	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions in Reno - excessive baggage fee 10/28 - 10/31/18	10190781
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/3/2019		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	541.98	541.98	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend mediation and deposition of K Riley 1/1 - 1/5/19	10236867
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/24/2019		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	541.96	541.96	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Travel to Reno for Depositions 1/13 - 1/15/19	10254260
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/21/2019		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	270.98	270.98	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 1/31/19 Attendance at depositions	10276753
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/21/2019		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	270.98	270.98	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 2/11/19 Preparation for trial	10276754
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/21/2019		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	270.98	270.98	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 2/7/19 Preparation for trial	10276755
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/28/2019		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	1,625.88	1,625.88	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 2/15 - 3/5/19 Attendance at trial in Reno, NV	10314346
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	5/16/2019		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	541.96	541.96	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 5/12 - 5/18/19 Trial, Phase II	10359888
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/5/2019		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	275.98	275.98	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 5/17/19 Settlement discussions	10389382
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/5/2019		941	AIR - OUT-OF-TOWN TRAVEL EXPENSE	588.00	588.00	AIR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 6/12 - 6/13/19 Attendance at mediation	10389380
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	7/24/2018		465	COURT REPORT FEES	1,730.08	1,730.08	COURT REPORT FEES -- PAY TO: CAPTIONS UNLIMITED OF NEVADA, INC.	10084422
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	7/25/2018		465	COURT REPORT FEES	445.00	445.00	COURT REPORT FEES -- PAY TO: VERITEXT CORP	10085426
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/1/2018		465	COURT REPORT FEES	394.80	394.80	COURT REPORT FEES -- PAY TO: CAPTIONS UNLIMITED OF NEVADA, INC.	10098211
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/24/2018		465	COURT REPORT FEES	1,754.99	1,754.99	COURT REPORT FEES -- PAY TO: A CORRAO VIDEO SERVICE CO., LLC	10113806
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/31/2018		465	COURT REPORT FEES	547.10	547.10	COURT REPORT FEES -- PAY TO: BONANZA REPORTING & VIDEOCONFERENCE CENTER	10121874
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/31/2018		465	COURT REPORT FEES	1,808.10	1,808.10	COURT REPORT FEES -- PAY TO: CAPTIONS UNLIMITED OF NEVADA, INC.	10121880

JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/5/2018		465	COURT REPORT FEES	508.35	COURT REPORT FEES -- PAY TO: BONANZA REPORTING & VIDEOCONFERENCE CENTER	10123092
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/26/2018		465	COURT REPORT FEES	1,096.55	COURT REPORT FEES -- PAY TO: CAPTIONS UNLIMITED OF NEVADA, INC.	10139833
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/1/2018		465	COURT REPORT FEES	1,885.70	COURT REPORT FEES -- PAY TO: VERITEXT CORP	10142649
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/1/2018		465	COURT REPORT FEES	1,483.80	COURT REPORT FEES -- PAY TO: VERITEXT CORP	10142850
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/5/2018		465	COURT REPORT FEES	333.50	COURT REPORT FEES -- PAY TO: CAPTIONS UNLIMITED OF NEVADA, INC.	10149187
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/5/2018		465	COURT REPORT FEES	249.70	COURT REPORT FEES -- PAY TO: CAPTIONS UNLIMITED OF NEVADA, INC.	10149188
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/23/2018		465	COURT REPORT FEES	373.60	COURT REPORT FEES -- PAY TO: CAPTIONS UNLIMITED OF NEVADA, INC.	10162154
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/27/2018		465	COURT REPORT FEES	1,672.76	COURT REPORT FEES -- PAY TO: A CORRAO VIDEO SERVICE CO., LLC	10200840
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/3/2018		465	COURT REPORT FEES	398.05	COURT REPORT FEES -- PAY TO: BONANZA REPORTING & VIDEOCONFERENCE CENTER	10211126
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/3/2018		465	COURT REPORT FEES	658.95	COURT REPORT FEES -- PAY TO: BONANZA REPORTING & VIDEOCONFERENCE CENTER	10211127
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/3/2018		465	COURT REPORT FEES	1,768.50	COURT REPORT FEES -- PAY TO: CAPTIONS UNLIMITED OF NEVADA, INC.	10211129
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/28/2018		465	COURT REPORT FEES	330.60	COURT REPORT FEES -- PAY TO: SUNSHINE REPORTING & LITIGATION SERVICES, LLC	10234815
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/30/2019		465	COURT REPORT FEES	2,795.45	COURT REPORT FEES -- PAY TO: VERITEXT CORP	10260934
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/30/2019		465	COURT REPORT FEES	3,089.10	COURT REPORT FEES -- PAY TO: VERITEXT CORP	10260935
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/30/2019		465	COURT REPORT FEES	1,355.40	COURT REPORT FEES -- PAY TO: VERITEXT CORP	10260936
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/1/2019		465	COURT REPORT FEES	400.00	COURT REPORT FEES -- PAY TO: SUNSHINE REPORTING & LITIGATION SERVICES, LLC	10263400
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/5/2019		465	COURT REPORT FEES	495.00	COURT REPORT FEES -- PAY TO: VERITEXT CORP	10291416
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/15/2019		465	COURT REPORT FEES	70.50	COURT REPORT FEES -- PAY TO: LASR, LLC DIBA FIRST RECORDS RETRIEVAL	10300929
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/20/2019		27	DEPOSITION/TRANSCRIPT	151.30	DEPOSITION/TRANSCRIPT -- PAY TO: BONANZA REPORTING & VIDEOCONFERENCE CENTER	10276165
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/26/2019		27	DEPOSITION/TRANSCRIPT	2,317.17	DEPOSITION/TRANSCRIPT -- PAY TO: CAPTIONS UNLIMITED OF NEVADA, INC.	10282047
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/5/2019		27	DEPOSITION/TRANSCRIPT	4,673.55	DEPOSITION/TRANSCRIPT -- PAY TO: VERITEXT CORP	10291417
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/5/2019		27	DEPOSITION/TRANSCRIPT	3,401.95	DEPOSITION/TRANSCRIPT -- PAY TO: VERITEXT CORP	10291418
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/5/2019		27	DEPOSITION/TRANSCRIPT	3,602.95	DEPOSITION/TRANSCRIPT -- PAY TO: VERITEXT CORP	10291419
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/5/2019		27	DEPOSITION/TRANSCRIPT	1,348.45	DEPOSITION/TRANSCRIPT -- PAY TO: VERITEXT CORP	10291421
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/5/2019		27	DEPOSITION/TRANSCRIPT	3,451.95	DEPOSITION/TRANSCRIPT -- PAY TO: VERITEXT CORP	10291422
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/5/2019		27	DEPOSITION/TRANSCRIPT	1,716.90	DEPOSITION/TRANSCRIPT -- PAY TO: VERITEXT CORP	10291438
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/15/2019		27	DEPOSITION/TRANSCRIPT	440.00	DEPOSITION/TRANSCRIPT -- PAY TO: SUNSHINE REPORTING & LITIGATION SERVICES, LLC	10300847
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/15/2019		27	DEPOSITION/TRANSCRIPT	2,871.20	DEPOSITION/TRANSCRIPT -- PAY TO: VERITEXT CORP	10300934
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/28/2019		41	EXPERT FEES	13,766.50	EXPERT FEES -- PAY TO: CAMPAGNA & COMPANY, CPAS, APC	10282044
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	5/21/2019		41	EXPERT FEES	5,630.00	EXPERT FEES -- PAY TO: CAMPAGNA & COMPANY, CPAS, APC	10362470
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/16/2018		948	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE	142.31	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attendance at Depo of W Jaksick, Reno, NV	10107982

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JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/30/2018		948	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE	423.40	423.40	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend T. Jaksick deposition	10120713
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/20/2018		948	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE	126.89	126.89	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions	10133778
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018		948	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE	300.69	300.69	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions in Reno 10/28 - 10/31/18	10190782
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/21/2018		948	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE	31.38	31.38	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: KEVIN SUTHEHALL Attend hearing 11/15 - 11/16/18	10198116
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/24/2019		948	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE	588.19	588.19	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Travel to Reno for Mediation and Deposition 1/1 - 1/4/19	10254261
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/31/2019		948	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE	788.90	788.90	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT M. Connot travel to attend depositions	10262254
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	5/5/2019		948	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE	402.68	402.68	HOTEL - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 5/13 - 5/14/19 Attendance at trial	10389377
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/16/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	67.92	67.92	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attendance at Depo of M. Kimmel	10108000
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/16/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	136.10	136.10	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attendance at Depo of W. Jaksick, Reno, NV	10107995
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/30/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	259.83	259.83	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend T. Jaksick deposition	10120710
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/20/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	80.65	80.65	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions	10133777
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/1/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	47.64	47.64	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Document review (P. Hascheff)	10181282
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	65.20	65.20	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions in Reno 10/29/18	10190784
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	38.12	38.12	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions in Reno 10/29/18	10190785
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	78.04	78.04	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions in Reno 10/30/18	10190786
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	13.35	13.35	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions in Reno 10/31/18	10190787
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	27.42	27.42	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions in Reno 10/31/18	10190788
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/21/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	19.68	19.68	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: KEVIN SUTHEHALL Attend hearing 11/15 - 11/16/18	10198115
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/21/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	12.00	12.00	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: KEVIN SUTHEHALL Attend hearing 11/15 - 11/16/18	10198117
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/21/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	16.41	16.41	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: KEVIN SUTHEHALL Attend hearing 11/15 - 11/16/18	10198118
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/29/2018		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	85.58	85.58	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depo of P. Hascheff 11/17/18	10203929
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/24/2019		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	233.89	233.89	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Travel to Reno for Mediation and Deposition 1/1 - 1/5/19	10254258
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/31/2019		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	323.71	323.71	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT M. Connot travel to attend depositions	10262255

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JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/21/2019		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	691.50	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 2/1 - 2/6/19 Pretrial prep and attendance at trial	10276761
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/28/2019		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	1,828.36	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 2/12 - 3/5/19 Attendance at trial in Reno, NV	10314344
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/5/2019		949	MEALS - OUT-OF-TOWN TRAVEL EXPENSE	66.82	MEALS - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 5/13/19 Attendance at trial	10388378
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/28/2018		38	MEDICAL/HOSPITAL RECORDS	191.00	MEDICAL/HOSPITAL RECORDS -- PAY TO: RONALD L. SMITH	10141944
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/16/2019		77	MESSENGER SERVICE/DELIVERY	150.00	MESSENGER SERVICE/DELIVERY -- PAY TO: NATIONWIDE LEGAL NEVADA LLC	10248200
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/16/2019		77	MESSENGER SERVICE/DELIVERY	135.00	MESSENGER SERVICE/DELIVERY -- PAY TO: NATIONWIDE LEGAL NEVADA LLC	10248206
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/25/2019		77	MESSENGER SERVICE/DELIVERY	135.00	MESSENGER SERVICE/DELIVERY -- PAY TO: NATIONWIDE LEGAL NEVADA LLC	10281795
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/25/2019		77	MESSENGER SERVICE/DELIVERY	135.00	MESSENGER SERVICE/DELIVERY -- PAY TO: NATIONWIDE LEGAL NEVADA LLC	10281796
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/26/2019		77	MESSENGER SERVICE/DELIVERY	65.00	MESSENGER SERVICE/DELIVERY -- PAY TO: RENO CARSON MESSENGER SERVICE	10281810
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/27/2019		77	MESSENGER SERVICE/DELIVERY	211.50	MESSENGER SERVICE/DELIVERY -- PAY TO: NATIONWIDE LEGAL NEVADA LLC Washoe County District Court	10312801
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/1/2019		82	MESSENGER SERVICE/FEDERAL EXPRESS	24.48	MESSENGER SERVICE/FEDERAL EXPRESS Invoice No: 644814314 Paid to: Fedex per 5228 Ship To: Keith Cartwright Ship Dt: 01/25/19 Airbill: 785145717398	10264393
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/22/2019		82	MESSENGER SERVICE/FEDERAL EXPRESS	59.07	MESSENGER SERVICE/FEDERAL EXPRESS Invoice No: 646983203 Paid to: Fedex per 5228 Ship To: Mark Connot Ship Dt: 02/13/19 Airbill: 785484852160	10283302
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/22/2019		82	MESSENGER SERVICE/FEDERAL EXPRESS	63.45	MESSENGER SERVICE/FEDERAL EXPRESS Invoice No: 646983203 Paid to: Fedex per 5228 Ship To: Mark Connot Ship Dt: 02/13/19 Airbill: 785484852479	10283303
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/22/2019		82	MESSENGER SERVICE/FEDERAL EXPRESS	52.51	MESSENGER SERVICE/FEDERAL EXPRESS Invoice No: 646983203 Paid to: Fedex per 5228 Ship To: Mark Connot Ship Dt: 02/13/19 Airbill: 785484852928	10283304
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/22/2019		82	MESSENGER SERVICE/FEDERAL EXPRESS	61.27	MESSENGER SERVICE/FEDERAL EXPRESS Invoice No: 646983203 Paid to: Fedex per 5228 Ship To: Mark Connot Ship Dt: 02/13/19 Airbill: 785484853784	10283305
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/24/2019		467	MISCELLANEOUS OUTSIDE SERVICES	30.00	MISCELLANEOUS OUTSIDE SERVICES -- PAY TO: LYNNE M. REYES Court documents 1/16/19	10254250
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/24/2019		467	MISCELLANEOUS OUTSIDE SERVICES	30.00	MISCELLANEOUS OUTSIDE SERVICES -- PAY TO: MARK J. CONNOT Miscellaneous 1/15/19	10254259
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/20/2018		950	OTHER - OUT-OF-TOWN TRAVEL EXPENSE	10.79	OTHER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend T. Jaksick deposition	10120711
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018		950	OTHER - OUT-OF-TOWN TRAVEL EXPENSE	12.00	OTHER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions in Reno - miscellaneous tips 10/28 - 10/31/18	10190780
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/21/2019		950	OTHER - OUT-OF-TOWN TRAVEL EXPENSE	322.51	OTHER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 1/31 - 2/3/19 Groceries for Harbour Cove Court	10276760
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/21/2019		950	OTHER - OUT-OF-TOWN TRAVEL EXPENSE	64.36	OTHER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 2/3 - 2/6/19 Gas	10276759

JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/28/2019		950	OTHER - OUT-OF-TOWN TRAVEL EXPENSE	16.90	16.90	OTHER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 2/15 - 3/5/19 Attendance at trial in Reno, NV	10314345
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/5/2019		950	OTHER - OUT-OF-TOWN TRAVEL EXPENSE	18.42	18.42	OTHER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 5/13/19 Attendance at trial (gas expense)	10389379
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/31/2018		76	OUTSIDE VENDOR COPIES	132.28	132.28	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY	10121813
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/31/2018		76	OUTSIDE VENDOR COPIES	613.89	613.89	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY	10121815
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/14/2018		76	OUTSIDE VENDOR COPIES	185.03	185.03	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY	10189898
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/16/2018		76	OUTSIDE VENDOR COPIES	28.42	28.42	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY	10192013
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/16/2018		76	OUTSIDE VENDOR COPIES	38.97	38.97	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY	10192014
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/3/2019		76	OUTSIDE VENDOR COPIES	42.19	42.19	OUTSIDE VENDOR COPIES -- PAY TO: BANK OF AMERICA N.A.	10237785
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/8/2019		76	OUTSIDE VENDOR COPIES	65.82	65.82	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY	10289416
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/26/2019		76	OUTSIDE VENDOR COPIES	51.47	51.47	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY	10281784
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/26/2019		76	OUTSIDE VENDOR COPIES	15.16	15.16	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY	10281786
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	4/2/2019		76	OUTSIDE VENDOR COPIES	250.24	250.24	OUTSIDE VENDOR COPIES -- PAY TO: LASR, LLC DBA FIRST RECORDS RETRIEVAL Copies of court documents	10317657
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	4/2/2019		76	OUTSIDE VENDOR COPIES	189.29	189.29	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY Print documents and GBC bind	10317665
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	4/19/2019		76	OUTSIDE VENDOR COPIES	31.86	31.86	OUTSIDE VENDOR COPIES -- PAY TO: LASR, LLC DBA FIRST RECORDS RETRIEVAL Basic Fee	10333535
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	4/19/2019		76	OUTSIDE VENDOR COPIES	22.00	22.00	OUTSIDE VENDOR COPIES -- PAY TO: LASR, LLC DBA FIRST RECORDS RETRIEVAL Basic Fee	10333536
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	5/6/2019		76	OUTSIDE VENDOR COPIES	263.97	263.97	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY Print and bind documents	10350694
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	5/6/2019		76	OUTSIDE VENDOR COPIES	172.57	172.57	OUTSIDE VENDOR COPIES -- PAY TO: SENECA HOLDINGS LLC DBA HOLO DISCOVERY Print documents and mail to 146 addresses	10350693
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/16/2018		947	PARKING - OUT-OF-TOWN TRAVEL EXPENSE	23.00	23.00	PARKING - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attendance at Depo of M. Kimmel	10107999
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/1/2018		947	PARKING - OUT-OF-TOWN TRAVEL EXPENSE	22.00	22.00	PARKING - OUT-OF-TOWN TRAVEL Document review (P. Hascheff)	10181281
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/21/2018		947	PARKING - OUT-OF-TOWN TRAVEL EXPENSE	23.50	23.50	PARKING - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: KEVIN SUTHEHALL Attend hearing 11/15 - 11/16/18	10198113
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/29/2018		947	PARKING - OUT-OF-TOWN TRAVEL EXPENSE	25.00	25.00	PARKING - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depo of P. Hascheff 11/17/18	10203928
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/31/2019		947	PARKING - OUT-OF-TOWN TRAVEL EXPENSE	4.50	4.50	PARKING - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT M. Connot travel to attend depositions	10262256
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/5/2019		947	PARKING - OUT-OF-TOWN TRAVEL EXPENSE	16.50	16.50	PARKING - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 5/18/19 Settlement discussions	10389381
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/7/2018		84	PHOTOCOPYING	394.40	394.40	PHOTOCOPYING Time: 13:48 Duration: 0:00	10102993

JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/25/2018	84	PHOTOCOPYING	0.40	PHOTOCOPYING Time: 11:16 Duration: 0.00	10139412
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/5/2018	84	PHOTOCOPYING	52.20	PHOTOCOPYING Time: 13:54 Duration: 0.00	10214852
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/6/2018	84	PHOTOCOPYING	0.40	PHOTOCOPYING Time: 16:30 Duration: 0.00	10215981
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/6/2018	84	PHOTOCOPYING	0.20	PHOTOCOPYING Time: 16:33 Duration: 0.00	10215982
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/20/2018	84	PHOTOCOPYING	1.20	PHOTOCOPYING Time: 15:11 Duration: 0.00	10228490
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/5/2018	87	POSTAGE CHARGES	14.45	POSTAGE CHARGES Time: 16:53 Duration: 0.00	10214853
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/16/2019	49	PROFESSIONAL SERVICES	2,975.00	PROFESSIONAL SERVICES -- PAY TO: LAW OFFICES OF ROBERT F. ENZENBERGER	10248214
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/16/2019	49	PROFESSIONAL SERVICES	-2,975.00	Reversal from Void Check Number: 600078 Bank ID: 12 Voucher ID: 851037 Vendor: LAW OFFICES OF ROBERT F. ENZENBERGER PROFESSIONAL SERVICES -- PAY TO: LAW OFFICES OF ROBERT F. ENZENBERGER	10251892
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/16/2019	72	PUBLICATION/RESEARCH	15.20	PUBLICATION/RESEARCH -- PAY TO: LEXISNEXIS RISK DATA MANAGEMENT INC DBA LEXISNEXIS RISK SOLU	10247858
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/16/2018	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	35.38	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attendance at Depo of M Kimmel	10107997
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/16/2018	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	182.04	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attendance at Depo of W Jaksick, Reno, NV	10107993
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/30/2018	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	222.91	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend T. Jaksick deposition	10120712
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/20/2018	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	80.74	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions	10133776
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/1/2018	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	31.31	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Document review (P Hascheff)	10181280
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	78.48	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend deposition in Reno 10/28 - 10/31/18	10190783
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/21/2018	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	10.57	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: KEVIN SUTHEHALL Attend hearing 11/15 - 11/16/18	10198114
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/24/2019	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	161.13	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Travel to Reno for Mediation and Deposition 1/1 - 1/5/19	10254256
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/31/2019	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	301.89	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT M. Connot travel to attend depositions	10262263
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/21/2019	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	247.90	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 1/31 - 2/7/19 Travel to Reno for attendance at depositions	10276758
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/29/2019	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	991.97	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 1/31 - 3/5/19 Attendance at trial in Reno, NV	10314342
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/29/2019	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	499.95	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 2/18 - 2/22/19 Attendance at trial in Reno, NV	10314347
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/5/2019	944	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE	80.31	RENTAL CAR - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 5/12 - 5/13/19 Attendance at trial	10389376
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/9/2018	86	SECRETARIAL OVERTIME	111.00	SECRETARIAL OVERTIME	10235772
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/27/2018	86	SECRETARIAL OVERTIME	18.00	SECRETARIAL OVERTIME	10235901
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/3/2019	86	SECRETARIAL OVERTIME	21.63	SECRETARIAL OVERTIME	10263522
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/19/2018	25	SUBPOENA SERVICE	150.00	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL, LLC	1013098

JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/19/2018		25	SUBPOENA SERVICE	150.00	150.00	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL, LLC	10133099
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/19/2018		25	SUBPOENA SERVICE	65.00	65.00	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL, LLC	10133100
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/19/2018		25	SUBPOENA SERVICE	175.00	175.00	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL, LLC	10133108
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/3/2019		25	SUBPOENA SERVICE	124.46	124.46	SUBPOENA SERVICE -- PAY TO: FIRST LEGAL NETWORK, LLC	10237038
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/3/2019		25	SUBPOENA SERVICE	124.46	124.46	SUBPOENA SERVICE -- PAY TO: FIRST LEGAL NETWORK, LLC	10237039
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/3/2019		25	SUBPOENA SERVICE	62.00	62.00	SUBPOENA SERVICE -- PAY TO: FIRST LEGAL NETWORK, LLC	10237040
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/16/2019		25	SUBPOENA SERVICE	65.00	65.00	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL NEVADA LLC	10248196
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/16/2019		25	SUBPOENA SERVICE	550.00	550.00	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL NEVADA LLC	10248199
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/16/2019		25	SUBPOENA SERVICE	175.00	175.00	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL NEVADA LLC	10248203
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/16/2019		25	SUBPOENA SERVICE	175.00	175.00	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL NEVADA LLC	10248205
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/6/2019		25	SUBPOENA SERVICE	136.42	136.42	SUBPOENA SERVICE -- PAY TO: LASR, LLC D/B/A FIRST RECORDS RETRIEVAL	10267154
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/27/2019		25	SUBPOENA SERVICE	200.00	200.00	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL NEVADA LLC Attempted service on Jessica Clayton on Nicholas Planter	10312803
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/27/2019		25	SUBPOENA SERVICE	227.05	227.05	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL NEVADA LLC Service	10312802
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/27/2019		25	SUBPOENA SERVICE	157.02	157.02	SUBPOENA SERVICE -- PAY TO: NATIONWIDE LEGAL NEVADA LLC Service on Pierre Hascheff do Todd R. Alexander Lemons Grundy & Eisenberg	10312824
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/20/2018		943	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE	27.21	27.21	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT Attend depositions	10133760
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/24/2019		943	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE	30.91	30.91	TAXI/UBER - OUT-OF-TOWN TRAVEL Travel to Reno for Mediation and Deposition 1/1 - 1/5/19	10254257
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/24/2019		943	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE	27.27	27.27	TAXI/UBER - OUT-OF-TOWN TRAVEL Travel to Reno for Mediation and Deposition 1/1 - 1/5/19	10254262
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/31/2019		943	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE	54.58	54.58	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT M. Connot transportation to airport to travel to attend depositions	10262252
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/21/2019		943	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE	26.31	26.31	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 1/31/19 Travel to Reno for attendance at deposition	10276756
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/21/2019		943	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE	22.81	22.81	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 2/7/19 Travel to Reno for attendance at depositions	10276757
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/28/2019		943	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE	170.37	170.37	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 2/11 - 3/5/19 Attendance at trial in Reno, NV	10314943
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/5/2019		943	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE	23.51	23.51	TAXI/UBER - OUT-OF-TOWN TRAVEL EXPENSE -- PAY TO: MARK J. CONNOT 5/12/19 Attendance at trial	10380375
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/15/2018		101	WESTLAW, RESEARCH	13.69	13.69	WESTLAW, RESEARCH 205	10144802
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	8/15/2018		101	WESTLAW, RESEARCH	4.51	4.51	WESTLAW, RESEARCH 205	10144801
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/24/2018		101	WESTLAW, RESEARCH	20.41	20.41	WESTLAW, RESEARCH 205	10179348
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/25/2018		101	WESTLAW, RESEARCH	46.29	46.29	WESTLAW, RESEARCH 205	10179349
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	9/27/2018		101	WESTLAW, RESEARCH	173.76	173.76	WESTLAW, RESEARCH 205	10179350
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/9/2018		101	WESTLAW, RESEARCH	63.48	63.48	WESTLAW, RESEARCH 205	10204945
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/11/2018		101	WESTLAW, RESEARCH	4.83	4.83	WESTLAW, RESEARCH 205	10204946
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/23/2018		101	WESTLAW, RESEARCH	-113.79	-113.79	Reversal from Cancelled Voucher 841247	10207918
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/23/2018		101	WESTLAW, RESEARCH	113.79	113.79	WESTLAW, RESEARCH 205	10206645
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/23/2018		101	WESTLAW, RESEARCH	37.93	37.93	WESTLAW, RESEARCH 205	10206229

JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/26/2018	101	WESTLAW, RESEARCH	-6.93	10207917
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/26/2018	101	WESTLAW, RESEARCH	6.93	10206644
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/26/2018	101	WESTLAW, RESEARCH	2.31	10209228
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/29/2018	101	WESTLAW, RESEARCH	-25.14	10207920
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/29/2018	101	WESTLAW, RESEARCH	25.14	10206647
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/29/2018	101	WESTLAW, RESEARCH	8.38	10209231
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/31/2018	101	WESTLAW, RESEARCH	-71.22	10207919
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/31/2018	101	WESTLAW, RESEARCH	71.22	10206646
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	10/31/2018	101	WESTLAW, RESEARCH	23.74	10209230
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/8/2018	101	WESTLAW, RESEARCH	77.18	10228639
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/12/2018	101	WESTLAW, RESEARCH	68.58	10229538
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/14/2018	101	WESTLAW, RESEARCH	57.22	10229541
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	11/15/2018	101	WESTLAW, RESEARCH	36.58	10229540
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/10/2018	101	WESTLAW, RESEARCH	48.05	10258965
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/14/2018	101	WESTLAW, RESEARCH	12.32	10258966
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/16/2018	101	WESTLAW, RESEARCH	52.55	10258985
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/17/2018	101	WESTLAW, RESEARCH	15.31	10258986
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/23/2018	101	WESTLAW, RESEARCH	13.82	10258987
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/24/2018	101	WESTLAW, RESEARCH	21.13	10258988
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/27/2018	101	WESTLAW, RESEARCH	82.22	10258989
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	12/30/2018	101	WESTLAW, RESEARCH	10.19	10258990
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/3/2019	101	WESTLAW, RESEARCH	3.60	10284656
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/9/2019	101	WESTLAW, RESEARCH	27.17	10284657
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/10/2019	101	WESTLAW, RESEARCH	1.89	10284659
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/10/2019	101	WESTLAW, RESEARCH	17.72	10284658
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/11/2019	101	WESTLAW, RESEARCH	5.67	10284661
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/14/2019	101	WESTLAW, RESEARCH	34.32	10284662
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/15/2019	101	WESTLAW, RESEARCH	3.78	10284663
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/18/2019	101	WESTLAW, RESEARCH	15.33	10285931
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/20/2019	101	WESTLAW, RESEARCH	12.72	10285918
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/20/2019	101	WESTLAW, RESEARCH	7.02	10285929
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/20/2019	101	WESTLAW, RESEARCH	2.41	10285924
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/20/2019	101	WESTLAW, RESEARCH	30.56	10285927
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/21/2019	101	WESTLAW, RESEARCH	12.70	10285928
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/22/2019	101	WESTLAW, RESEARCH	6.96	10285925
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/24/2019	101	WESTLAW, RESEARCH	9.31	10285926
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/24/2019	101	WESTLAW, RESEARCH	28.17	10285923
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/25/2019	101	WESTLAW, RESEARCH	19.40	10285919
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/26/2019	101	WESTLAW, RESEARCH	23.71	10285922
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/29/2019	101	WESTLAW, RESEARCH	15.07	10285917
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/30/2019	101	WESTLAW, RESEARCH	50.96	10285920
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/30/2019	101	WESTLAW, RESEARCH	6.97	10285921
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/31/2019	101	WESTLAW, RESEARCH	18.32	10310129
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	1/31/2019	101	WESTLAW, RESEARCH	24.70	10310130
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/1/2019	101	WESTLAW, RESEARCH	7.22	10310131
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/1/2019	101	WESTLAW, RESEARCH	2.53	10310132
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/14/2019	101	WESTLAW, RESEARCH	16.09	10311163
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/19/2019	101	WESTLAW, RESEARCH	24.46	10311164
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/22/2019	101	WESTLAW, RESEARCH	13.54	10311165
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/25/2019	101	WESTLAW, RESEARCH	16.64	10311162
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	2/28/2019	101	WESTLAW, RESEARCH	48.86	10342640
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/1/2019	101	WESTLAW, RESEARCH	11.24	10342641
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/2/2019	101	WESTLAW, RESEARCH	11.73	10342642
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/12/2019	101	WESTLAW, RESEARCH	27.29	10342643
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/13/2019	101	WESTLAW, RESEARCH	27.54	10341242
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	3/24/2019	101	WESTLAW, RESEARCH	23.04	10343552
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/19/2019	101	WESTLAW, RESEARCH	2.74	10436253
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/19/2019	101	WESTLAW, RESEARCH	9.49	10436254
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/28/2019	101	WESTLAW, RESEARCH	5.46	10436255
JAKSICK, WENDY	ADV. TODD B. JAKSICK AND MICHAEL S. KIMMEL	6/28/2019	101	WESTLAW, RESEARCH	8.86	
Sum:					97,662.56	

FILED  
Electronically  
PR17-00445  
2020-03-23 03:35:12 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7805227

# EXHIBIT 2

# EXHIBIT 2

# SPENCER & JOHNSON, PLLC

Ross Tower  
500 N. Akard St., Ste 2150  
Dallas, TX 75201-3302  
(214) 965-9999  
(214) 965-9500 Fax

Wendy Jaksick  
6501 Meyers Way, Apt. 705  
McKinney, TX 75070

Statement Date: March 18, 2020  
Statement No. 4964  
Account No. 2645.00  
Page: 1

Estate of Samuel S. Jaksick, Jr.

DRAFT

## EXPENSES

11/09/2017	Litigation Support - State Bar of Texas for Letter in Good Standing for Kevin & Zach (SLPC ck#1895)	150.00
11/09/2017	Litigation Support - Applications of Association (SLPC Ck # 1896 & 1897)	1,100.00
05/02/2018	Outside photocopy charges - Pinnacle Reprographics - documents for Discover (Inv#D-13119)	2,373.62
05/25/2018	Travel expense - RKS & ZEJ flights to Reno for Wendy depositions (American Airlines \$726 Kevin and \$778.40 ZEJ and bag fees o AA \$100)	1,604.80
05/31/2018	Travel expense - Hotel in Reno for Wendy's Depo (6/3/18-6/7/18)	781.51
06/04/2018	Outside photocopy charges - Fedex in Reno for Depo of Wendy	54.16
06/06/2018	Travel expense - ZEJ - American flight	480.00
06/11/2018	Travel expense - ZEJ flight on AMERICAN	520.20
07/06/2018	Travel expense - SWA to Reno For RKS & ZEJ for Aug 12-18	1,548.76
07/18/2018	Travel expense - Kevin's & Zach flight to Reno for Aug 5-9th	837.56
07/18/2018	Travel expense - SWA to Reno RKS & ZEJ on Aug 28-Sept 1	1,006.20
08/01/2018	Postage - CMRRR - Notary Demand	13.16
08/06/2018	Travel expense - Peppermill Hotel for the week (Stan's Depo)	1,237.90
08/10/2018	Travel expense - ZEJ additional days for Wendy's Depo - Flight/Hotel and Ubers	1,052.00
08/13/2018	Travel expense - SWA flight for this week depositions - ZEJ	397.96
08/13/2018	Travel expense - Hotel for week of depo of Todd - Peppermill	1,271.97
08/14/2018	Travel expense - Zach SWA flight/bags and Ubers	864.40
08/17/2018	Travel expense - 2 American Airlines tickets back early from Todds depositions	1,148.40
10/22/2018	Travel expense - trip for Depositions - Reno SWA RKS - Oct 29-Nov 1	804.16
10/23/2018	Travel expense - SWA Flight for Depo on Sat Nov 17	386.60
10/31/2018	Outside photocopy charges - Fedex office - copy charges - Depositions in Reno	185.00
11/13/2018	Travel expense - SWA flight to Reno on Thursday Nov 15th for Hearing on Friday	248.00
11/13/2018	Travel expense - Hotel for Nov 15 - 18th hearing and Sat Depo at Peppermill Hotel	1,000.00
11/18/2018	Travel expense - American Airlines flight back from Reno	574.20
12/05/2018	Litigation Support - Attorney Annual Renewal for Association of Counsel (RKS, ZEJ) (S&J ck# 1365)	1,000.00
12/13/2018	Postage - LSO to Linda James - HW Expert (Airbill #: z5065971)	26.53
01/01/2019	Travel expense - Hotel rooms for RKS & ZEJ	450.00
01/06/2019	Travel expense - Hertz Rental Car for the week of mediation and depositions	900.00
01/17/2019	Travel expense Flights for RKS & ZEJ for depositions in Reno- 1/21/19-1/25/19	1,600.00
01/21/2019	Travel expense - VRBO in Reno for week 1-20-19	1,800.00

TJA 002185

Wendy Jaksick  
Account No. 2645.00

Statement Date: 03/18/2020  
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01/21/2019	Travel expense - [REDACTED]	
01/24/2019	Outside photocopy charges - Fedex in Reno	57.42
01/28/2019	Travel expense - VRBO for a month during trial	11,000.00
01/30/2019	Veritext Legal Solutions for Video Conferencing (Invoice #CA3636048 on 1-28-19	225.00
01/30/2019	Travel expense -SWA for RKS & ZEJ to Reno for trial on 1-31-19	600.00
02/01/2019	Travel expense - [REDACTED]	
02/01/2019	Postage - UPS to ZEJ - Wendy's Original Transcripts (1zy4760v0290235934)	36.32
02/04/2019	Outside photocopy charges - Sierra Document Management for Exhibits Binders (\$352.68 & \$745.08) Inv# 004 and 005) pd by cc	1,097.76
02/06/2019	Travel expense - American lights home for 2/7/19 for a week	1,200.00
02/12/2019	Travel expense - SWA flights for RKS & ZEJ and Uber to airports	750.00
02/12/2019	Outside photocopy charges - Sierra Document Mgmt for trial binders \$937.55 on 2/11 and \$755.06 on 2/12	1,692.61
02/15/2019	Outside photocopy charges - Sierra Documents trial - copies of additional exhibits	2,698.43
02/25/2019	Travel expense - return flights on SWA from Reno after trial	1,200.00
03/19/2019	Clerk of the Court, Reno NV for Jury 10 days at \$40.00 each (S&J ck # 1437)	4,480.00
03/19/2019	Jury meal for 3-4-19 Pub N Sub \$176.44 ck#1439 & Jimmy Johns \$184.87 ck#1438	361.31
03/27/2019	[REDACTED]	
05/06/2019	Travel expense - SWA for RKS & BOS to Reno for trial 5/13-5/17	1,449.00
05/13/2019	Travel expense - Hotel or Trial	450.00
11/22/2019	State Bar of Nevada for RKS & ZEJ renewal for 2020 (S&J ck#1608)	1,000.00
	Total Expenses	56,929.94

#### ADVANCES

12/10/2018	Transcription fees - Bonanza Reporting -Pierre Hascheff on 11/17/18 (Inv#83468)	759.36
12/13/2018	Outside professional fee - Linda James, BCDE - HW Expert (S&J ck#1367 - \$900 - 2nd retainer #1368 - \$1500)	2,400.00
12/18/2018	Attorney Gary Stolbach - expert retainer - \$10 k wire from S&J Ops & 2nd ACH sent 12-27-18 \$10,700	20,700.00
01/02/2019	Law Office of Robert Enzenberger - mediator S&J ck#1404	2,975.00
01/07/2019	Expert Fee - R. Bruce Wallace PLLC ck#1405	14,850.00
01/10/2019	Attorney Gary Stolbach - \$5k retainer for depo prep on 1-10-19 and \$5k on 1-15-19= \$10,000.00 for Depo Preparation	10,000.00
01/11/2019	Transcription fees to Sunshine Reporting & Litigation Srv (ck#1410)	60.00
01/23/2019	Courtroom Concepts Cartwright for trial (ck #1420)	10,000.00
01/30/2019	Expert - Gary Stolbach Invoice dated 1-18-19 (less the \$10k retainer paid on 1-15-19) ACH	20,327.00
02/15/2019	Expert Fee - Bruce Wallace - (Inv#18068-2nd)	14,850.00
02/25/2019	Courtroom Concepts - Trial presentation (Invoice #2386 - ck#1432)	23,817.32
02/25/2019	Transcription fees - Sunshine Reporting for trial (Invoice #1291710)- 8 hr Todd 2/19/19 (ck#1063)	160.00
03/06/2019	Courtroom concepts for last week of Trial (Invoice of #2391) Ck # 1436	21,705.57
03/11/2019	Sunshine Reporting for 2/4/19 - Invoice # 1294223 (S&J ck # 1071)	80.00
03/11/2019	Captions Unlimited of Nevada - 1/23/19 Depo of Bruce Wallace - Expert Invoice # 17699	917.48
03/25/2019	Complete Trial Graphics (Investigation of #1004- works with Keith Cartwright - Courtroom Concepts - on Slide show presentation)	3,485.00
03/25/2019	Transcription fees -Sunshine Reporting - for trial invoices 2/14/19-3/4/19 (ck#1080)	5,134.56
04/08/2019	Transcription fees to Sunshine Reporting - Jury Trial - Rough Draft on 2/22/19 - Invoice dated 2/25/19 # 1292599 (S&J ck#1468)	457.00
05/07/2019	Expert Fee - 3&4th Invoice - Bruce Wallace \$36,553.30 and \$1,471.89	38,025.19
05/14/2019	Sunshine Litigation -Day 3 Jury Trial (Inv#1309245)	957.60



Wendy Jaksick  
Account No. 2645.00

Statement Date: 03/18/2020  
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05/14/2019	Sunshine Litigation - Partial Transcript of Todd Jaksick (Inv#1308862)	769.28
05/14/2019	Sunshine Litigation - Todd Jaksick (Invoice #1308865)	84.14
05/14/2019	Sunshine Litigation - Testimony of Bruce Wallace - Final (Invoice #1309344)	885.40
05/20/2019	Sunshine Litigation - transcript for Jury trial day 9 - Invoice #1310124	1,663.27
05/20/2019	Sunshine Litigation - transcript - Jury Trial Day 6 - Invoice #1310024	1,374.00
05/20/2019	Sunshine Litigation - Trial testimony - Todd Jaksick - final - Invoice #1311020	1,051.00
05/28/2019	LIT Sunshine - Trial - Day 1 (Invoice # 1311721)	400.75
05/28/2019	LIT Sunshine Litigation - Jury Trial Day 4 2/20/19 (Invoice #1310110)	1,691.68
05/28/2019	LIT Sunshine Litigation - Jury Trial 3/4/19 - Afternoon Session (Invoice #1309156)	479.75
09/18/2019	Hardung-Ivey & Associates for expert depo time (S&J ck#1564)	1,025.00
	Total Advances	201,085.35
	Total Current Work	258,015.29
	BALANCE DUE	<u>\$258,015.29</u>

THERESE M. SHANKS, ESQ. for DUCK LAKE RANCH LLC, SAMMY SUPERCUB, LLC,  
SERIES A, TODD B. JAKSICK, INCLINE TSS, LTD.  
ADAM HOSMER-HENNER, ESQ. for STANLEY JAKSICK

**The following people have not been served electronically and must be served by traditional means (see Nevada Electronic Filing Rules.):**

R. KEVIN SPENCER, ESQ. for WENDY A. JAKSICK  
ZACHARY JOHNSON, ESQ. for WENDY A. JAKSICK

**Jayne Ferretto**

---

**From:** eflex@washoecourts.us  
**Sent:** Monday, March 23, 2020 3:39 PM  
**To:** Kent Robison  
**Cc:** Jayne Ferretto  
**Subject:** NEF: CONS: TRUST: SSJ'S ISSUE TRUST: Memorandum of Costs: PR17-00445

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
PROOF OF SERVICE OF ELECTRONIC FILING

---

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

**Judge:** HONORABLE DAVID A. HARDY

**Official File Stamp:** 03-23-2020:15:35:12  
**Clerk Accepted:** 03-23-2020:15:36:21  
**Court:** Second Judicial District Court - State of Nevada  
Civil  
**Case Title:** CONS: TRUST: SSJ'S ISSUE TRUST  
**Document(s) Submitted:** Memorandum of Costs  
- \*\*Continuation  
- \*\*Continuation  
**Filed By:** Mark Connot

You may review this filing by clicking on the following link to take you to your [cases](#).

This notice was automatically generated by the courts auto-notification system.

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If service is not required for this document (e.g., Minutes), please disregard the below language.

**The following people were served electronically:**

STEPHEN C. MOSS, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST  
CAROLYN K. RENNER, ESQ. for KEVIN RILEY, TODD B. JAKSICK, MICHAEL S. KIMMEL  
DONALD ALBERT LATTIN, ESQ. for KEVIN RILEY, TODD B. JAKSICK, MICHAEL S. KIMMEL  
PHILIP L. KREITLEIN, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST  
KENT RICHARD ROBISON, ESQ. for DUCK LAKE RANCH LLC, SAMMY SUPERCUB, LLC, SERIES A, TODD B. JAKSICK, INCLINE TSS, LTD.  
SARAH FERGUSON, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST, SSJ'S ISSUE TRUST  
MARK J. CONNOT, ESQ. for WENDY A. JAKSICK

1 **2475**  
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4 **THERESE M. SHANKS, ESQ. – NSB #12890**  
5 tshanks@rssblaw.com  
6 **Robison, Sharp, Sullivan & Brust**  
7 A Professional Corporation  
8 71 Washington Street  
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10 Telephone: 775-329-3151  
11 Facsimile: 775-329-7169  
12 *Attorneys for Todd B. Jaksick, Individually,*  
13 *Incline TSS, Ltd., and Duck Lake Ranch, LLC*

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

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

16 In the Matter of the:

**CASE NO.: PR17-00445**

17 SSJ's ISSUE TRUST.

**DEPT. NO.: 15**

18 In the Matter of the:

**CASE NO.: PR17-00446**

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

**DEPT. NO.: 15**

21 WENDY JAKSICK,  
22 Respondent and Counter-Petitioner,  
23 v.  
24 TODD B. JAKSICK, Individually, as Co-  
25 Trustee of the Samuel S. Jaksick Jr. Family  
26 Trust, and as Trustee of the SSJ's Issue Trust;  
27 MICHAEL S. KIMMEL, Individually and as  
28 Co-Trustee of the Samuel S. Jaksick Jr. Family  
Trust; STANLEY S. JAKSICK, Individually  
and as Co-Trustee of the Samuel S. Jaksick Jr.  
Family Trust; KEVIN RILEY, Individually, as  
Former Trustee of the Samuel S. Jaksick Jr.  
Family Trust, and as Trustee of the Wendy A.  
Jaksick 2012 BHC Family Trust, INCLINE  
TSS, LTD.; and DUCK LAKE RANCH, LLC;  
  
Petitioners and Counter-Respondents.

**TODD JAKSICK'S MOTION TO STRIKE  
WENDY JAKSICK'S VERIFIED  
MEMORANDUM OF COSTS OR, IN THE  
ALTERNATIVE, MOTION TO RETAX  
COSTS**

1           Todd B. Jaksick, individually, (“Todd”) respectfully asks this Court to strike the Verified  
2 Memorandum of Costs filed in this matter by Counter-Petitioner Wendy Jaksick (“Wendy”).

3           **A.     WENDY’S VERIFIED MEMORANDUM OF COSTS IS PREMATURE.**

4           Wendy purports to have filed her Verified Memorandum of Costs pursuant to NRS 18.110.  
5 NRS 18.110(1) requires that “a party in whose favor **judgment** is rendered, and who claims costs,  
6 must file with the clerk, and serve a copy upon the adverse party, within five days after the entry  
7 of the **judgment**, or such further time as the Court or judge may grant.” (Emphasis added.)

8           There is no judgment entered in this case. Indeed, in the Court’s March 12, 2020 *Order*  
9 *After Equitable Trial*, this Honorable Court directed “Todd and the Trustees may submit a  
10 proposed judgment consistent with the jury’s verdict and on this order on equitable claims.” The  
11 proposed judgment is being prepared and will be submitted to this Honorable Court and all  
12 counsel of record on or before March 27, 2020.

13           For the reasons stated, Wendy’s Verified Memorandum of Costs is premature and should  
14 not be cognizable. Filing a memorandum of costs before entry of judgment creates unrealistic and  
15 inappropriate filing deadlines as otherwise prescribed by NRS 18.110. For the reasons stated,  
16 Wendy’s Verified Memorandum of Costs should be stricken as a fugitive, inappropriate filing.

17           **B.     WENDY’S VERIFIED MEMORANDUM OF COSTS IS INAPPROPRIATE**  
18 **AS TO TODD INDIVIDUALLY.**

19           As an individual Counter-Respondent, Todd prevailed against Wendy on all claims Wendy  
20 filed against Todd as an individual. As to Todd individually, Wendy is not entitled to recover any  
21 costs whatsoever. Moreover, Todd, as an individual, served Offers of Judgment on Wendy. The  
22 Court has recognized the validity and effect of Todd’s Offers of Judgment. Because Wendy did  
23 not recover any money or prevail on any claims against Todd individually, the effect of Todd’s  
24 NRCP 68 Offer of Judgment is to preclude any award of costs in favor of Wendy against Todd  
25 individually.

26           To the extent Wendy has not given this Court the benefit of a precise allocation of what  
27 costs she incurred for having sued Todd as an individual as opposed to those specific costs she  
28 incurred in prosecuting Todd as a Co-Trustee or Trustee, her Verified Memorandum of Costs


1 should be stricken as incomplete, unfair and prejudicial to Todd in his capacity as an individual  
2 Respondent.

3 **AFFIRMATION**  
4 **Pursuant to NRS 239B.030**

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

7 Respectfully submitted this 25<sup>th</sup> day of March, 2020.

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

11   
12 KENT R. ROBISON  
THERESE M. SHANKS  
13 *Attorneys for Todd B. Jaksick, Individually,*  
14 *Incline TSS, Ltd., and Duck Lake Ranch, LLC*

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the **TODD JAKSICK'S MOTION TO STRIKE WENDY JAKSICK'S VERIFIED MEMORANDUM OF COSTS OR, IN THE ALTERNATIVE, MOTION TO RETAX COSTS** on all parties to this action by the method(s) indicated below:

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

X  
by using the Court's CM/ECF electronic service system courtesy copy addressed to:

**Donald A. Lattin, Esq.**

**Carolyn K. Renner, Esq.**

**Kristen D. Matteoni, Esq.**

Maupin, Cox & LeGoy

4785 Caughlin Parkway

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*Attorneys for Petitioners/Co-Trustees*

*Todd B. Jaksick and Michael S. Kimmel of the*

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

**Phil Kreitlein, Esq. / Stephen C. Moss, Esq.**

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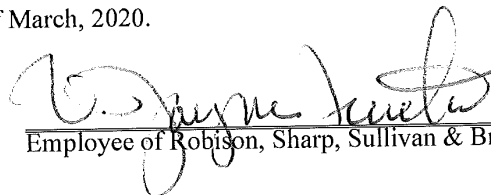
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*Attorneys for Respondent Wendy A. Jaksick*

- 1 \_\_\_\_\_ by electronic email addressed to the above and to the following:  
2 \_\_\_\_\_ by personal delivery/hand delivery addressed to:  
3 \_\_\_\_\_ by facsimile (fax) addressed to:  
4 \_\_\_\_\_ by Federal Express/UPS or other overnight delivery addressed to:

5 DATED: This 25<sup>th</sup> day of March, 2020.

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13 *Attorneys for Petitioners/Co-Trustees*

9 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
10  
11 IN AND FOR THE COUNTY OF WASHOE

12 In the Matter of the: Case No.: PR17-0445  
13 SSJ's ISSUE TRUST. Dept. No.: 15  
14 \_\_\_\_\_/ Consolidated

15 In the Matter of the Administration of Case No.: PR17-0446  
16 THE SAMUEL S. JAKSICK, JR., FAMILY TRUST. Dept. No.: 15  
17 \_\_\_\_\_/

18 **MOTION TO STRIKE VERIFIED MEMORANDUM OF COSTS**

19  
20 TODD JAKSICK, as sole Trustee of the SSJ's Issue Trust and as Co-Trustee of the Samuel  
21 S. Jaksick, Jr. Family Trust (the "Family Trust"), MICHAEL S. KIMMEL, individually and as  
22 Co-Trustee of the Family Trust and KEVIN RILEY, individually, as former Trustee of the Family  
23 Trust, and Trustee of the Wendy A. Jaksick 2012 BHC Family Trust (hereafter "Petitioners",  
24 "Trustees", or "Co-Trustees"), hereby move to strike the costs claimed by WENDY JAKSICK in  
25 this action.  
26

1 This Motion is made and based on the attached Memorandum of Points and Authorities  
2 and all pertinent pleadings and papers on file herein.

3 Dated this 26<sup>th</sup> day of March, 2020.

4 MAUPIN, COX & LEGOY

5  
6 By: 

7 Donald A. Lattin, NSB # 693

8 Carolyn K. Renner, Esq., NSB #9164

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11 Reno, NV 89519

12 *Attorneys for the Co-Trustees*

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## MEMORANDUM OF POINTS AND AUTHORITIES

### I.

#### INTRODUCTION

On March 23, 2020, Wendy filed her Verified Memorandum of Costs (“Memo of Costs”). As set forth more fully below, Wendy’s Memo of Costs is premature as judgment has not yet been entered on either the jury trial or the bench trial. Additionally, Wendy has failed to provide the documentation required in order to determine if her costs were reasonable and necessary as required under Nevada law. Further, Wendy did not prevail on all of her many claims against multiple defendants and thus is not the only prevailing party. Any allowance of cost to Wendy as prevailing party must be analyzed in conjunction with the costs of the other multiple defendants who prevailed on every other claim. Accordingly, CO-TRUSTEES submits this Motion to Strike.

### II.

#### LAW AND ARGUMENT

##### A. Wendy’s Memo of Costs is premature.

The statute upon which Wendy bases her Memo of Costs clearly states that a verified memorandum of costs is to be filed “within 5 days after entry of *judgment*.” NRS 18.110(1) (emphasis added). Here, this Court entered its *Order* After Equitable Trial on March 12, 2020, in which it expressly required that “Todd and the Trustees may submit a proposed *judgment* consistent with the jury’s verdict and on this order on equitable claims.” Clearly, there has not yet been a judgment entered in this case upon which to file a memo of costs pursuant to NRS 18.110.

1 Nevada law is clear that a party cannot be a prevailing party where the action has not proceeded  
2 to judgment. *See Dimick v. Dimick*, 112 Nev. 402, 404, 915 P.2d 254, 256 (1996). As such,  
3 Wendy's Memo of Costs is premature and should be stricken from the record.

4 **B. Wendy did not prevail on all claims and should not be considered the sole**  
5 **prevailing party.**

6 At trial, Wendy litigated multiple claims against multiple defendants. To be clear,  
7 Wendy's claims included the following:  
8

9 **Breach of Fiduciary Duty against:**

- 10 1. Kevin Riley, as Co-Trustee of the Family Trust;
- 11 2. Stan Jaksick, as Co-Trustee of the Family Trust;
- 12 3. Todd Jaksick, as Co-Trustee of the Family Trust;
- 13 4. Michael Kimmel, as Co-Trustee of the Family Trust;
- 14 5. Kevin Riley, as Trustee of the BHC Trust; and
- 15 6. Todd Jaksick, as Trustee of the Issue Trust.

16 **Civil Conspiracy and Aiding and Abetting against:**

- 17 1. Kevin Riley, as Co-Trustee of the Family Trust;
- 18 2. Kevin Riley, individually;
- 19 3. Kevin Riley, as Trustee of the BHC Trust;
- 20 4. Stan Jaksick, as Co-Trustee of the Family Trust;
- 21 5. Todd Jaksick, as Co-Trustee of the Family Trust;
- 22 6. Todd Jaksick, individually;
- 23 7. Todd Jaksick, as Trustee of the Issue Trust;
- 24
- 25
- 26

1 8. Michael Kimmel, as Co-Trustee of the Family Trust; and

2 9. Michael Kimmel, individually.

3 Aiding and Abetting Breach of Fiduciary Duty Claim against:

4 1. Kevin Riley, as Co-Trustee of the Family Trust;

5 2. Kevin Riley, individually;

6 3. Kevin Riley, as Trustee of the BHC Trust;

7 4. Stan Jaksick, as Co-Trustee of the Family Trust;

8 5. Todd Jaksick, as Co-Trustee of the Family Trust;

9 6. Todd Jaksick, individually;

10 7. Todd Jaksick, as Trustee of the Issue Trust;

11 8. Michael Kimmel, as Co-Trustee of the Family Trust; and

12 9. Michael Kimmel, Individually.

13 Fraud against:

14 1. Todd Jaksick, as Co-Trustee of the Family Trust;

15 2. Todd Jaksick, individually; and

16 3. Todd Jaksick, as Trustee of the Issue Trust.

17 *See* Verdict Form attached hereto as Exhibit "1."

18 That is a total of twenty-seven (27) claims for which Wendy claimed damages in the  
19 amount of Eighty Million Dollars (\$80,000,000). Additionally, Wendy sought, but was denied,  
20 punitive damages. In the end, the jury found that Wendy had proven her claim for breach of  
21 fiduciary duty as against Todd Jaksick as Co-Trustee of the Family Trust, and as Trustee of the  
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1 Issue Trust – just two (2) of her twenty-seven (27) claims. For that, the jury awarded her a total  
2 of only Fifteen Thousand Dollars (\$15,000).

3 A party prevails “if it succeeds on any significant issue in litigation which achieves some  
4 of the benefit it sought in bringing suit.” *LVMPD v. Blackjack Bonding*, 131 Nev. 80, 90, 343 P.3d  
5 608, 615 (2015) (citing *Valley Elec. Ass’n v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200  
6 (2005) (internal quotations omitted)). There is no specific guidance under Nevada law as to what  
7 is a “significant issue” or how to quantify whether it “achieves some of the benefit it sought.” In  
8 this case, however, common sense must prevail and one cannot be considered the prevailing party  
9 having prevailed on only two (2) of twenty-seven (27) claims with the award being only \$15,000  
10 on an \$80,000,000 claim. Notably, the cases in which a district court has determined that a party  
11 has prevailed, shows that a prevailing party is a party which succeeds on the majority of the claims  
12 brought. *See, e.g., LVMPD*, 131 Nev. at 90, 343 P.3d at 615 (wherein the district court ordered  
13 LVMPD to produce *nearly all of the information* that Blackjack sought in its petition for a writ  
14 of mandamus).  
15  
16

17 More importantly, Wendy was not the prevailing party on the following claims against  
18 Todd as Co-Trustee of the Family Trust and as Trustee of the Issue Trust: (1) civil conspiracy and  
19 aiding and abetting; (2) aiding and abetting breach of fiduciary duty claim; (3) fraud; and (4) she  
20 failed on her pursuit of punitive damages. Accordingly, Todd as Co-Trustee of the Family Trust  
21 and as Trustee of the Issue Trust was the prevailing party on three (3) of the four (4) claims she  
22 asserted against him. Todd in his trustee capacities is no less a prevailing party on these three (3)  
23 issues as Wendy is on her one (1) issue. *See Valley Elec. Ass’n v. Overfield*, 121 Nev. 7, 10, 106  
24  
25  
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1 P.3d 1198, 1200 (2005) (“[T]he term ‘prevailing party’ is broadly construed so as to encompass  
2 plaintiffs, counterclaimants, and defendants.”).

3 Likewise, Wendy’s claims failed against the following defendants:

- 4 1. Kevin Riley, as Co-Trustee of the Family Trust;
- 5 2. Kevin Riley, individually;
- 6 3. Kevin Riley, as Trustee of the BHC Trust;
- 7 4. Stan Jaksick, as Co-Trustee of the Family Trust;
- 8 5. Todd Jaksick, individually;
- 9 6. Michael Kimmel, as Co-Trustee of the Family Trust; and
- 10 7. Michael Kimmel, Individually.

12 Kevin Riley, Stan Jaksick, and Michael Kimmel in all of their capacities listed above, as  
13 well as Todd Jaksick, individually, are the prevailing parties as against Wendy for all of her  
14 asserted claims against them. As noted above, Nevada law recognizes that a defendant is a  
15 prevailing party even if the defendant did not assert the claim. Thus, for the clear majority of  
16 claims asserted by Wendy, she is NOT the prevailing party and would not be entitled to costs.

18 There is Nevada case law on the issue of multiple prevailing parties, as in the case of  
19 Todd as Co-Trustee of the Family Trust and as Trustee of the Issue Trust as against Wendy. The  
20 Court has the authority to either claim that neither party is the prevailing party and thus deny  
21 costs to both parties (*see New Shy Clown Casino, Inc. v. Baldwin*, 103 Nev. 269, 271, 737 P.2d  
22 524, 525-26 (1987); or the Court may find that more than one party is the prevailing party and  
23 award costs to more than one party resulting in an offset (*see Friedman v. Friedman*, 128 Nev.  
24 897, 381 P.3d 613 (2012)). The situation with costs as between Wendy and Todd as Co-Trustee  
25  
26

1 of the Family Trust and as Trustee of the Issue Trust requires a finding that either no party  
2 prevailed and no costs are allowed or both parties prevailed and an offset of costs is warranted.

3 With respect to the situation as between Wendy and the remaining defendants in all their  
4 different listed capacities, Wendy is NOT the prevailing party and is NOT entitled to her costs.  
5 Wendy failed to succeed any even one of her claims against these remaining defendants in their  
6 various capacities and she received none of the benefit she sought in bringing suit against them.  
7 Her costs as related to these defendants must be denied.  
8

9 Wendy has filed her Memo of Costs in the total sum of Three Hundred, Thirty-Six  
10 Thousand, Five Hundred and Twenty-Three Dollars and Ninety-Four cents (\$336,523.94), which  
11 clearly encompass the entirety of the costs required to litigate all of her claims against all of the  
12 multiple defendants. She makes absolutely no effort to parse out that portion of her costs  
13 attributable to the case as against Todd Jaksick, as Co-Trustee of the Family Trust, and as Trustee  
14 of the Issue Trust. She is not entitled to an award of costs for the remaining twenty-five (25)  
15 claims against multiple defendants, as she did not prevail on those claims. Additionally, her costs  
16 for claims against Todd as Co-Trustee of the Family Trust, or as Trustee of the Issue Trust must  
17 be offset with Todd's costs for his prevailing position on three (3) of the four (4) claims asserted  
18 against him. Alternatively, none of these three parties should be awarded costs, as none were the  
19 prevailing party. For these reasons, Wendy's request for costs should be denied.  
20

21 **C. Wendy has failed to provide the required documentation to justify her costs.**  
22

23 The Co-Trustees have the right to move this Court to retax and settle the costs; however,  
24 Wendy has failed to comply with Nevada law and has not included evidence that her costs were  
25  
26



1 reasonable, necessary and actually incurred. Without such information, a district court may not  
2 award costs. *See Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. 114, 345 P.3d 1049 (2015).

3 The law is well-settled in Nevada that the district court may not award costs unless  
4 authorized to do so by a statute, rule, or contract. *See U.S. Design & Constr. v. I.B.E.W. Local*  
5 *357*, 118 Nev. 458, 462, 50 P.3d 170, 173 (2002). The statute is clear with respect to a definition  
6 of costs (*see* NRS 18.005).

7  
8 NRS 18.005 sets forth sixteen categories of permissible costs which a prevailing party may  
9 seek to have the non-prevailing party pay. The determination of allowable costs is within the  
10 sound discretion of the trial court; however, statutes permitting recovery of costs are in derogation  
11 of the common law, and therefore must be strictly construed. *Gibellini v. Klindt*, 110 Nev. 1201,  
12 1205, 885 P.2d 540 (1994). Judicial discretion should be sparingly exercised when considering  
13 whether or not to allow expenses not specifically allowed by statute or precedent. *Bergmann v.*  
14 *Boyce*, 109 Nev. 670, 679, 856 P.2d 560 (1993).

15  
16 Throughout NRS 18.005, several categories permit only “reasonable costs.” A strict  
17 construction of the statute requires that the phrase “reasonable costs” be interpreted to mean actual  
18 costs that are also reasonable, rather than a reasonable estimate or calculation of such costs based  
19 upon administrative convenience. *See Gibellini, supra*, at 1206. Not only must a party moving  
20 for costs provide sufficient justifying documentation for claimed costs, that party must also provide  
21 specific itemization with respect to its requests for costs. *See Bobby Berosini, Ltd. v. PETA*, 114  
22 Nev. 1348, 1353, 971 P.2d 383, 386 (1999).

23  
24 In *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. 114, 345 P.3d 1049 (2015), the Court  
25 found as follows:  
26

1 In *Bobby Berosini, Ltd.*, we explained that a party must  
2 “demonstrate how such [claimed costs] were necessary to and  
3 incurred in the present action.” Although cost memoranda were  
4 filed in that case, we were unsatisfied with the itemized  
5 memorandum and demanded further justifying documentation. It is  
6 clear, then, that “justifying documentation” must mean something  
7 more than a memorandum of costs. In order to retax and settle costs  
upon motion of the parties pursuant to NRS 18.110, a district court  
must have before it evidence that the costs were reasonable,  
necessary and actually incurred. Without evidence to determine  
whether a cost was reasonable and necessary, a district court may  
not award costs.

8 *Cadle Co.*, 131 Nev. at 120-21, 345 P.3d at 1054 (internal citations omitted).

9 Here, WENDY has submitted seventeen categories of costs, which CO-TRUSTEES have  
10 the right to retax, however, Wendy provided no actual invoices for any of the costs submitted. On  
11 that basis alone, the district court cannot award costs. Without actual invoices to back up the  
12 charges claimed by Wendy, there is no basis to determine whether the costs were actual and  
13 reasonable, and as such, there is no basis to award costs. See *Cadle Co. v. Woods & Erickson,*  
14 *LLP*, 131 Nev. 114, 345 P.3d 1049 (2015).  
15

### 16 III.

### 17 CONCLUSION

18 Based on the foregoing objections, CO-TRUSTEES respectfully requests that this Court  
19 strike Wendy’s Memo of Costs, and deny her request for costs based on her failure to provide  
20 documentation and justification for the costs as required under Nevada law.  
21

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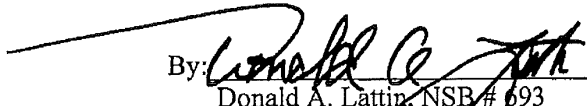
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**NRS 239B.030 Affirmation**

Pursuant to NRS 239B.030, the undersigned hereby affirms that this document does not contain the Social Security Number of any person.

Dated this 28<sup>th</sup> day of March, 2020.

MAUPIN, COX & LEGOY

By:   
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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of MAUPIN, COX & LeGOY, Attorneys at Law,  
and in such capacity and on the date indicated below I served the foregoing document(s) as follows:

Via E-Flex Electronic filing System:

<p>Philip L. Kreitlein, Esq. Stephen C. Moss, Esq. Kreitlein Leeder Moss, Ltd. 1575 Delucchi Lane, Suite 101 Reno, Nevada 89502 <a href="mailto:philip@klmlawfirm.com">philip@klmlawfirm.com</a> <i>Attorneys for Stan Jaksick as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust</i></p> <p>Mark Connot, Esq. Fox Rothschild LLP 1980 Festival Plaza Drive, #700 Las Vegas, NV 89135 <a href="mailto:MConnot@foxrothschild.com">MConnot@foxrothschild.com</a></p> <p><i>And</i></p> <p>R. Kevin Spencer, Esq. (Pro Hac Vice) Zachary E. Johnson, Esq. (Pro Hac Vice) Spencer &amp; Johnson PLLC 500 N. Akard Street, Suite 2150 Dallas, TX 75201 <a href="mailto:kevin@dallasprobate.com">kevin@dallasprobate.com</a> <a href="mailto:zach@dallasprobate.com">zach@dallasprobate.com</a> <i>Attorneys for Wendy A. Jaksick</i></p>	<p>Kent R. Robison, Esq. Therese M. Shanks, Esq. Robison, Sharpe, Sullivan &amp; Brust 71 Washington Street Reno, Nevada 89503 <a href="mailto:krobison@rssblaw.com">krobison@rssblaw.com</a> <a href="mailto:tshanks@rssblaw.com">tshanks@rssblaw.com</a> <i>Attorneys for Todd B. Jaksick, Individually, and as beneficiary, SSJ's Issue Trust and Samuel S. Jaksick, Jr., Family Trust</i></p> <p>Adam Hosmer-Henner, Esq. Sarah A. Ferguson, Esq. McDonald Carano Wilson LLP 100 W. Liberty Street, 10th Floor Reno, NV 89501 <a href="mailto:ahosmerhenner@mcdonaldcarano.com">ahosmerhenner@mcdonaldcarano.com</a> <a href="mailto:sferguson@mcdonaldcarano.com">sferguson@mcdonaldcarano.com</a> <i>Attorneys for Stan Jaksick, individually, and as beneficiary of the Samuel S. Jaksick, Jr. Family Trust and SSJ's Issue Trust</i></p>
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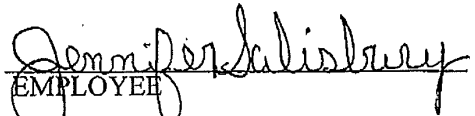
Via placing an original or true copy thereof in a sealed envelope with sufficient postage  
affixed thereto, in the United States mail at Reno Nevada, addressed to:

<p>Alexi Smrt 3713 Wrexham St. Frisco, TX 75034</p>	<p>Luke Jaksick Northern Arizona University 324 E. Pine Knoll Drive #12319 Flagstaff, AZ 86011</p>
---	--

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5 Reno, Nevada 89511

Regan Jaksick  
Sydney Jaksick  
Sawyer Jaksick  
c/o Lisa Jaksick  
5235 Bellazza Ct.  
Reno, Nevada 89519

6 Dated this 26<sup>th</sup> day of March, 2020.

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9 EMPLOYEE

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INDEX OF EXHIBITS

<u>NO.</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
1.	Verdict Entered on March 4, 2019	4

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# EXHIBIT 1

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# EXHIBIT 1

ORIGINAL

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

WENDY JAKSICK,

Petitioner,

CASE NO.: PR17-00445

v.

DEPT. NO.: 15

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

CASE NO.: PR17-00446

DEPT. NO.: 15

**VERDICT**

Respondents.

/ / /

/ / /

/ / /

/ / /



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

4 (Please circle only one for each line item)

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

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

15 (Please circle only one for each line item)

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

25 / / /

26 / / /

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

5 (Please circle only one for each line item)

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

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

18 (Please circle only one for each line item)

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

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

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1. We, the jury, duly impaneled in the above-entitled action, having found in favor of Petitioner, Wendy Jaksick, on one or more of her claims against one or more of the Respondents, find that she has proven by a preponderance of evidence the amount of her damages, assess her damages to be \$ 15,000.<sup>00</sup>

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

(Please circle only one for each line item)

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

DATED this 4 day of March, 2019.

Quem Sedler  
FOREPERSON

**Jayne Ferretto**

---

**From:** eflex@washocourts.us  
**Sent:** Thursday, March 26, 2020 5:03 PM  
**To:** Therese Shanks  
**Cc:** Jayne Ferretto  
**Subject:** NEF: CONS: TRUST: SSJ'S ISSUE TRUST: Mtn to Strike: PR17-00445

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

**PROOF OF SERVICE OF ELECTRONIC FILING**

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

**Judge:** HONORABLE DAVID A. HARDY

**Official File Stamp:** 03-26-2020:16:46:23  
**Clerk Accepted:** 03-26-2020:17:02:36  
**Court:** Second Judicial District Court - State of Nevada  
Civil  
**Case Title:** CONS: TRUST: SSJ'S ISSUE TRUST  
**Document(s) Submitted:** Mtn to Strike  
- \*\*Continuation  
**Filed By:** Carolyn K. Renner, Esq

You may review this filing by clicking on the following link to take you to your [cases](#).

This notice was automatically generated by the courts auto-notification system.

---

If service is not required for this document (e.g., Minutes), please disregard the below language.

**The following people were served electronically:**

STEPHEN C. MOSS, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST  
CAROLYN K. RENNER, ESQ. for KEVIN RILEY, TODD B. JAKSICK, MICHAEL S. KIMMEL  
DONALD ALBERT LATTIN, ESQ. for KEVIN RILEY, TODD B. JAKSICK, MICHAEL S. KIMMEL  
PHILIP L. KREITLEIN, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST  
KENT RICHARD ROBISON, ESQ. for DUCK LAKE RANCH LLC, SAMMY SUPERCUB, LLC, SERIES A, TODD B. JAKSICK, INCLINE TSS, LTD.  
SARAH FERGUSON, ESQ. for STANLEY JAKSICK, SAMUEL S. JAKSICK, JR. FAMILY TRUST, SSJ'S ISSUE TRUST  
MARK J. CONNOT, ESQ. for WENDY A. JAKSICK  
THERESE M. SHANKS, ESQ. for DUCK LAKE RANCH LLC, SAMMY SUPERCUB, LLC, SERIES A, TODD B. JAKSICK, INCLINE TSS, LTD.

ADAM HOSMER-HENNER, ESQ. for STANLEY JAKSICK

**The following people have not been served electronically and must be served by traditional means (see Nevada Electronic Filing Rules.):**

R. KEVIN SPENCER, ESQ. for WENDY A. JAKSICK

ZACHARY JOHNSON, ESQ. for WENDY A. JAKSICK

**CODE: 2430**

Adam Hosmer-Henner, Esq. (NSBN 12779)  
McDONALD CARANO  
100 West Liberty Street, 10th Floor  
Reno, Nevada 89501  
Telephone: (775) 788-2000  
[ahosmerhenner@mcdonaldcarano.com](mailto:ahosmerhenner@mcdonaldcarano.com)  
*Attorneys for Stanley Jaksick,*  
*Co-Trustee of the Family Trust*

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

**IN AND FOR THE COUNTY OF WASHOE**

\* \* \* \* \*

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

**CASE NO.: PR17-00445**

**DEPT. NO.: 15**

**CASE NO.: PR17-00446**

**DEPT. NO.: 15**

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

WENDY JAKSICK,

Respondent and Counter Petitioner,

v.

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

Petitioners and Counter-Respondents.

STANLEY JAKSICK,  
Respondent and Counter-Petitioner,

v.

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

1                   **MOTION TO RETAX COSTS AND JOINDER TO MOTIONS TO STRIKE**

2                   Stanley Jaksick (“Stan” or “Stanley Jaksick”) as co-Trustee of the Samuel S. Jaksick, Jr.  
3                   Family Trust (“Family Trust”), by and through undersigned counsel, hereby provisionally moves  
4                   to retax the Verified Memorandum of Costs filed by Wendy Jaksick on March 23, 2020. Stanley  
5                   Jaksick additionally joins in the Motions to Strike filed by Todd Jaksick and by Petitioners on  
6                   March 26, 2020. This Motion is based upon the following Memorandum of Points and  
7                   Authorities and supporting exhibits attached thereto, the pleadings and papers on file in this  
8                   action, and any argument of counsel at a hearing on these matters.

9                   **MEMORANDUM OF POINTS AND AUTHORITIES**

10                  Stanley Jaksick prevailed on all claims and defenses against Wendy Jaksick, thus  
11                  preventing Wendy Jaksick from having even an arguable basis to assess costs against Stanley  
12                  Jaksick. Nevertheless, because Wendy Jaksick’s Verified Memorandum of Costs was filed  
13                  without reference to which party may be held responsible for these costs or in which  
14                  apportionment, Stanley Jaksick provisionally moves to retax the Verified Memorandum of Costs.  
15                  None of these costs should be assessed against Stanley Jaksick or against his beneficial interest  
16                  in any entity or trust. While Stanley Jaksick reserves all right to respond to the Verified  
17                  Memorandum of Costs when and if necessary, the following three points can be made at the  
18                  present.

19                  First, Wendy Jaksick lacks a statutory basis to recover costs from Stanley Jaksick or from  
20                  his beneficial interest in any of his entities or trusts as she failed to prevail on a single claim  
21                  against him in any capacity.

22                  Second, any costs that Wendy Jaksick may be entitled to from the Samuel S. Jaksick, Jr.  
23                  Family Trust, should be offset by the total costs incurred by the prevailing parties related to the  
24                  Family Trust that she sued. Furthermore, these total costs are not disaggregated in any way such  
25                  that can be fairly evaluated in relation to any claim that she may have prevailed upon.

26                  Third, the Verified Memorandum of Costs fails to provide the required documentation  
27                  under *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. 114 (2015). Without adequate  
28

1 documentation on each cost, this Court cannot evaluate or award these costs under the clear  
2 precedent of the Nevada Supreme Court.

3 **Affirmation**

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

6 DATED: March 26, 2020

7 McDONALD CARANO

8  
9 By /s/ Adam Hosmer-Henner  
10 Adam Hosmer-Henner, Esq.  
11 100 West. Liberty Street, 10th Floor  
12 Reno, Nevada 89501  
13 *Attorneys for Stanley Jaksick,*  
14 *Co-Trustee of the Family Trust*  
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3 **CERTIFICATE OF SERVICE**

4 Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD  
5 CARANO and that on March 26, 2020, I served the foregoing on the parties in said case by  
6 electronically filing via the Court's e-filing system. The participants in this case are registered e-  
7 filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF  
8 system, and parties may access this filing through the Court's CM/ECF system.

9 Donald Lattin, Esq.  
10 Robert LeGoy, Esq.  
11 Brian C. McQuaid, Esq.  
12 Carolyn Renner, Esq.  
13 Maupin Cox & LeGoy  
14 4785 Caughlin Parkway  
15 Reno, NV 89520

Kent Robison, Esq.  
Therese M. Shanks, Esq.  
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71 Washington Street  
Reno, NV 89503

13 Mark J. Connot, Esq.  
14 Fox Rothschild, LLP  
15 1980 Festival Plaza Drive, # 700  
16 Las Vegas, NV 89135

Philip L. Kreitlein, Esq.  
Kreitlein Law Group, Ltd.  
1575 Delucci Lane, Ste. 101  
Reno, NV 89502

16 R. Kevin Spencer, Esq.  
17 Zachary E. Johnson, Esq.  
18 Brendan P. Harvell, Esq.  
19 Spencer Law, P.C.  
500 N. Akard St., Suite 2150  
Dallas, TX 75201

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

21 DATED: March 26, 2020.

22 By /s/ Adam Hosmer-Henner  
23 An Employee of McDonald Carano  
24  
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1845

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY  
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,  
v.

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

Petitioners and Counter-Respondents.

JUDGMENT ON JURY VERDICT AND  
COURT ORDER ON EQUITABLE  
CLAIMS

A. JUDGMENT ON JURY VERDICT

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

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

11 Accordingly, judgment is entered as follows:

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

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

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

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

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

11 **B. JUDGMENT ON EQUITABLE CLAIMS**

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

20 Judgment is hereby entered as follows:

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

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

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

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

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

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

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

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

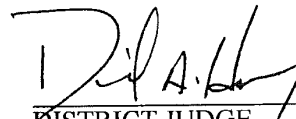
8           9.       In favor of Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust  
9 and as Trustee of the SSJ's Issue Trust, and against Counter-Petitioner Wendy Jaksick confirming  
10 Todd Jaksick, as Trustee of the SSJ's Issue Trust and Co-Trustee of the Samuel S. Jaksick,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

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

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

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

DATED this 1<sup>st</sup> day of April, 2020.

  
DISTRICT JUDGE

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Jacqueline Bryant  
Clerk of the Court  
Transaction # 7818567

FILED  
Electronically  
PR17-00445  
2020-03-12 11:02:40 AM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7789265

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

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

\_\_\_\_\_/

CONSOLIDATED

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

\_\_\_\_\_/

**ORDER AFTER EQUITABLE TRIAL**

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

<sup>1</sup> Family Trust co-trustee Stan Jaksick did not join in the petitions.



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

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

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

#### 22 General Findings

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

26  
27 <sup>2</sup> On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury  
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary  
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable  
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this  
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

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

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

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

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

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

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his  
26

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 9 General Legal References

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

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

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

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

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



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

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

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

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

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

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

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

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

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

#### 19 Equitable Issues

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

##### 21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust  
23 accountings without further examination, to include approval of trustees' fees, attorneys'  
24

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

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

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

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

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

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

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

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

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

26 Having considered all arguments, this Court concludes it will neither affirm nor  
27

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

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

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

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

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

26       4.       *Unjust enrichment and constructive trust*

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

1 consideration to end litigation.

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

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

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

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

28  

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

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

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

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

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

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

23       For these reasons, this Court orders as follows:

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

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

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

27 **Other Issues**

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

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

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

20 2. *The Lake Tahoe property*

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

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27  
28 <sup>11</sup> Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

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

3       3.     *Future distributions*

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

14       4.     *Costs.*

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

18                               **Conclusions**

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

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

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

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

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

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

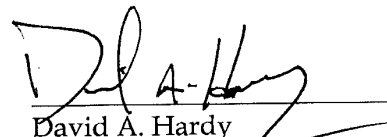
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject  
10 to the fees award provisions.

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

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

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

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21 David A. Hardy  
22 District Court Judge  
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FILED  
Electronically  
PR17-00445  
2020-04-01 03:33:19 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7818567

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PR17-00445  
2019-03-04 11:08:45 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7147281

ORIGINAL

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

WENDY JAKSICK,

Petitioner,

CASE NO.: PR17-00445

v.

DEPT. NO.: 15

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

CASE NO.: PR17-00446

DEPT. NO.: 15

**VERDICT**

Respondents.

/ / /

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

4 (Please circle only one for each line item)

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

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

15 (Please circle only one for each line item)

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

25 / / /

26 / / /

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

5 (Please circle only one for each line item)

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

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

18 (Please circle only one for each line item)

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

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

27 / / /

28 / / /

/ / /

1           1. We, the jury, duly impaneled in the above-entitled  
2 action, having found in favor of Petitioner, Wendy Jaksick, on  
3 one or more of her claims against one or more of the  
4 Respondents, find that she has proven by a preponderance of  
5 evidence the amount of her damages, assess her damages to be  
6 \$ 15,000.<sup>00</sup>  
7

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

(Please circle only one for each line item)

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

15 DATED this 4 day of March, 2019.  
16

17 Quen Sedler  
18 FOREPERSON  
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**CODE: 2535**

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

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

**IN AND FOR THE COUNTY OF WASHOE**

\* \* \* \* \*

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

**CASE NO.: PR17-00445**

**DEPT. NO.: 15**

**CASE NO.: PR17-00446**

**DEPT. NO.: 15**

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

WENDY JAKSICK,

Respondent and Counter Petitioner,

v.

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

Petitioners and Counter-Respondents.

STANLEY JAKSICK,  
Respondent and Counter-Petitioner,

v.

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

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**NOTICE OF ENTRY OF JUDGMENT**

PLEASE TAKE NOTICE that on April 1, 2020, the above-entitled Court entered its Judgment on Jury Verdict and Court Order on Equitable Claims. A true and correct copy of the Judgment is attached hereto.

**Affirmation**

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

DATED: April 1, 2020

McDONALD CARANO

By /s/ Adam Hosmer-Henner  
Adam Hosmer-Henner, Esq. (NSBN 12779)  
100 West. Liberty Street, 10th Floor  
Reno, Nevada 89501  
*Attorneys for Stanley Jaksick,  
Co-Trustee of the Family Trust*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD  
3 CARANO and that on April 1, 2020, I served the foregoing on the parties in said case by  
4 electronically filing via the Court's e-filing system. The participants in this case are registered e-  
5 filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF  
6 system, and parties may access this filing through the Court's CM/ECF system.

7 Donald Lattin, Esq.  
8 Robert LeGoy, Esq.  
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19 Dallas, TX 75201

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

21 DATED: April 1, 2020.

22 By /s/ Jill Nelson  
23 An Employee of McDonald Carano  
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1845

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

**IN AND FOR THE COUNTY OF WASHOE**

In the Matter of the:

SSJ's ISSUE TRUST.

**CASE NO.: PR17-00445**

**DEPT. NO.: 15**

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY  
TRUST.

**CASE NO.: PR17-00446**

**DEPT. NO.: 15**

WENDY JAKSICK,

Respondent and Counter-Petitioner,

v.

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

Petitioners and Counter-Respondents.

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

**A. JUDGMENT ON JURY VERDICT**

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



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

11 Accordingly, judgment is entered as follows:

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

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

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

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

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

11 **B. JUDGMENT ON EQUITABLE CLAIMS**

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

20 Judgment is hereby entered as follows:

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

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

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

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

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

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

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

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

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

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

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

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

DATED this 1<sup>st</sup> day of April, 2020.

  
DISTRICT JUDGE

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

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

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CONSOLIDATED

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

**ORDER AFTER EQUITABLE TRIAL**

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

<sup>1</sup> Family Trust co-trustee Stan Jaksick did not join in the petitions.

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

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

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

### 22 **General Findings**

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

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26  
27 <sup>2</sup> On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury  
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary  
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable  
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this  
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

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

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

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

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

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

25       6.       Sam had three children: Stan, Wendy, and Todd. Sam loved each of his  
26

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 9 General Legal References

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

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

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

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

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

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

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

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

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

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

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



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

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

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

#### 19 Equitable Issues

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

##### 21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust  
23 accountings without further examination, to include approval of trustees' fees, attorneys'  
24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26       4.       *Unjust enrichment and constructive trust*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 consideration to end litigation.

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

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

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

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

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



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

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

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

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

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

23       For these reasons, this Court orders as follows:

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

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

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

27 **Other Issues**

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

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

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

20 2. *The Lake Tahoe property*

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

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

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

3 3. *Future distributions*

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

14 4. *Costs.*

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

18 **Conclusions**

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

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

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

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

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

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

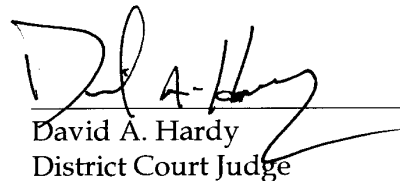
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject  
10 to the fees award provisions.

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

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

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

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

ORIGINAL

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

WENDY JAKSICK,

Petitioner,

CASE NO.: PR17-00445

v.

DEPT. NO.: 15

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

CASE NO.: PR17-00446

DEPT. NO.: 15

**VERDICT**

Respondents.

/ / /

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

4 (Please circle only one for each line item)

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

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

15 (Please circle only one for each line item)

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

25 / / /

26 / / /



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

5 (Please circle only one for each line item)

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

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

18 (Please circle only one for each line item)

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

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

27 / / /

28 / / /

/ / /

1           1. We, the jury, duly impaneled in the above-entitled  
2 action, having found in favor of Petitioner, Wendy Jaksick, on  
3 one or more of her claims against one or more of the  
4 Respondents, find that she has proven by a preponderance of  
5 evidence the amount of her damages, assess her damages to be  
6 \$ 15,000.<sup>00</sup>  
7

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

11           (Please circle only one for each line item)

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

16 DATED this 4 day of March, 2019.

17 Quen Sedler  
18 FOREPERSON  
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