

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

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

TODD B. JAKSICK, INDIVIDUALLY AND 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 AND AS A 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.

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Case No.: 81470

Appeal from the Second
Judicial District Court,
the Honorable David
Hardy Presiding

**RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S
APPENDIX, VOLUME 16**

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Agreement and Consent to Proposed Action – Stanley Jaksick Buy in to Lake Tahoe Property - Trial Exhibit 23	11/13/2015	1	WJ 0014 - 0018
Objection to Approval of Accountings and Other Trust Administration Matters Case No. PR17-00446	11/13/2015	1	WJ 0019 - 0021
Objection to Approval of Accountings and Other Trust Administration Matters Case No. PR17-00445	10/10/2017	1	WJ 0022 - 0024
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Dated this 14th day of June, 2021.

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SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

HONORABLE DAVID A. HARDY, DISTRICT JUDGE

In the Matter of the
Administration of the:

Case No. PR17-00445

SSJ's ISSUE TRUST.
_____ /

Department No. 15

In the Matter of the
Administration of the:

Case No. PR17-00446

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

Department No. 15

AND OTHER RELATED MATTERS.

TRANSCRIPT OF PROCEEDINGS

CIVIL JURY TRIAL

MARCH 1, 2019

DAY 11

Reno, Nevada

REPORTED BY: DEBORA L. CECERE, NV CCR #324, RPR

JOB # 530649

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1 MARCH 1, 2019, FRIDAY, 8:15 A.M., RENO, NEVADA

2 -oOo-

3
4 (The following proceedings were had outside
5 the presence of the jury.)

6 THE COURT: Good morning. Be seated, please.
7 Continuing with arguments.

8 MR. ROBISON: Am I up?

9 THE COURT: Yes, sir.

10 MR. ROBISON: Thank you, sir. I'm here
11 defending Todd Jaksick as an individual. And I listened
12 carefully to the arguments made by the petitioner to defeat
13 the 50A motion.

14 I think there's some real confusion over the
15 implications of constructive knowledge with regard to
16 recordation. It's not for people who are just looking for
17 something to, at a title company. It is constructive
18 notice to all third parties to what the contents of that
19 recorded document are.

20 That's a statute of limitation, and we have
21 briefed it in our motion for summary judgment, and I
22 respectfully incorporate in this argument the arguments we
23 made in our motion for summary judgment.

24 It's about inquiry knowledge, and inquiry notice

1 and knowledge occurs when something happens that should put
2 a reasonable person on notice that they have a claim.

3 A recordation of that deed, the ACPAs in 2013,
4 the interaction between Todd, Stan, and Wendy with respect
5 to what was going on at the Lake Tahoe house, Wendy's
6 emails that she wants to buy in to the Lake Tahoe house,
7 are more than three years prior to the time she filed the
8 petition. She knew about that. She knew about the
9 composition. And she was signing ACPAs the entire time,
10 your Honor.

11 So I would ask the Court to really seriously
12 consider the implications of the statute of limitation,
13 which is three years statute of limitation on fraud, and
14 from date of inquiry notice, conspiracy in aiding and
15 abetting.

16 With regard to the proof that's been presented
17 in this case on the elements, on the aiding and abetting
18 charge -- and I believe that there really is two aiding and
19 abetting cases. The petitioners pled it, curiously, under
20 Malcomb vs. Dow Chemical. They combined the conspiracy
21 claim with an aiding and abetting claim. Dow Chemical
22 separates those as separate causes of action, but I don't
23 think that's germane necessarily to the 50A motion.

24 Aiding and abetting is a claim in which the

1 petitioner must prove before this matter goes to the jury,
2 that somebody did something wrong, other than Todd as an
3 individual. And that Todd as an individual -- not as a
4 co-trustee; not as a trustee -- aided and abetted in that
5 wrongdoing.

6 And you go through the record, and the 572
7 exhibits and wonder where it is as an individual that Todd
8 has been proven, or there is evidence of Todd aiding and
9 abetting.

10 He aided and abetted Stan arguably as a
11 co-trustee at their Monday meetings. We still don't know
12 what was wrong about those Monday meetings.

13 We know that Stan has testified that everything
14 that he knew about what was going on was imparted to Wendy,
15 so what did Todd as an individual aid and abet somebody
16 else doing something wrong?

17 He's accused of aiding and abetting Kevin Riley
18 doing something wrong, as an individual. There's no proof
19 of that, your Honor.

20 He's accused of aiding and abetting Mike Kimmel
21 for doing something wrong. They say well, it must be the,
22 the acknowledgment on the filing to bring this matter
23 before the Court that constitutes aiding and abetting Mike
24 Kimmel in wrong-doing.

1 That is like punishing a person for seeking
2 access to justice. And that is -- there's no proof that,
3 that there was wrongdoing in which Todd Jaksick as an
4 individual aided and abetted anyone.

5 The conspiracy claim, your Honor, there has to
6 be evidence of a combination. Again, the petitioners
7 argued a combination is the trustees getting together and
8 talking and doing deals and making disclosures and filing
9 compiled financial statements. That is in a different area
10 than what Todd is being accused of as an individual.

11 And I watched petitioners argue to the Court
12 yesterday, and they said basically this, your Honor. They
13 opened their pleading, and they said we pled it, therefore
14 it is.

15 We pled it in the counterpetition against Todd,
16 and therefore, because we pled fiduciary duty breach, it
17 therefore caused damage. Because we pled it, therefore
18 something happened.

19 Your Honor, the element of, the most primary
20 element of a conspiracy claim is the mens rea, the state of
21 claims, the intent.

22 And there has to be shown in this case in the
23 conspiracy claim that there was an intent by Todd
24 individually to combine his efforts with someone else to do

1 something improper as an individual that harmed Wendy
2 financially.

3 Then that takes us to the damage claim, which is
4 common to all three. And I say three claims for relief,
5 and I know that there are four that are set forth in the
6 Court's order.

7 They are breach of fiduciary duty, they are
8 aiding and abetting fiduciary duty, conspiracy, and fraud.

9 The fraud has an elevated burden of proof, as
10 I've argued before. But when every one of these claims for
11 relief that Wendy has put forth in her petition requires
12 two things to be presented to the jury, or at least fact
13 from which a reasonable inference can be drawn by the jury,
14 that there were damages caused by the alleged wrong in the
15 claim for relief, and that requires some degree of
16 specificity. Rudimentary law is that the jury cannot
17 speculate as to damages.

18 They have not presented any evidence that Todd
19 caused damage to Wendy in his individual capacity.

20 What they did yesterday, your Honor, they read
21 from their 16.1 computation of damages.

22 We had that almost a year ago. And it said
23 well, Wendy computes her damages at 6-some million dollars,
24 which is her interest in the Lake Tahoe house.

1 That can't be a, on a verdict form. That can't
2 go to the jury, because before this Court are claims for
3 declaratory relief which essentially tried to establish who
4 is entitled to the ownership of the Lake Tahoe house, a
5 question that's been presented to the Court in claims and
6 equity.

7 This jury cannot return a verdict that says we
8 set aside the transfer. That's a claim in equity, that's a
9 rescission, that's reformation, that has no business in the
10 jury box, your Honor.

11 So that \$6 million claim they say, We get \$6
12 million because TSS owns the house. Well, let's, let's
13 look into that a bit.

14 Who would have a claim to that? Not Wendy. Her
15 trust is the real property in interest. And her trust, her
16 sub trust has not brought a claim in this case. There is
17 no claim before this jury to set aside a transfer.

18 They just say we don't like the transfer, and
19 therefore we get \$6 million without an appraisal, without
20 any evidence that Todd as an individual did that. And as
21 this Court pointed out, there is a very bright line of
22 demarcation, and that is April 21st, 2013, because before
23 that date, going back to 2003, 2004, 2006, that is Sam
24 Jaksick; that is Sam doing deals; that is Sam doing

1 documents, and there are no fiduciary duties by Todd as an
2 individual in this case. There is no claim for fraud by
3 Todd prior to Sam's death.

4 That house was transferred on Sam's watch in
5 accordance with Sam's directives, instructions, desire, and
6 intent.

7 And nobody has refuted that except for
8 Mr. Wallace who says that was a bad deal. That was a bad
9 deal.

10 But whether it was a bad deal, or whether it was
11 a point of consideration, or whether or not there's
12 rescission in that, is before the Court.

13 But, again, reel that back in, your Honor, to
14 what Todd did or did not do as an individual. What Todd
15 did as an individual is consent to his father's desire that
16 he be the manager of Incline TSS in 2010, that he consented
17 to his father's desire that his trust be the sole members
18 of Incline TSS while Stan's divorce was going on, and that
19 Sam asked that house be transferred out off his estate into
20 Incline TSS, something that preceded Sam's death.

21 What did Todd do as an individual that could
22 possibly create a \$6 million damage claim because Incline
23 TSS owns, is record title owner of the Incline house. As
24 an individual. What he did as an individual, he did as a

1 son.

2 But only the time period after April 21st is
3 there any fiduciary duties with respect to the trustee, and
4 that's on Mr. Lattin's watch, and I'll let him argue that.

5 But with respect to the individual claims, even
6 after the April 21st period of time when Sam passed away,
7 look at what Todd did according to the evidence as an
8 individual.

9 Did he make a false representation to Wendy as
10 an individual?

11 Did he say anything as an individual on which
12 Wendy could possibly have relied?

13 She knew he was a co-trustee of the Issue
14 Trust -- excuse me -- of the Family Trust. She knew he was
15 a trustee of the Issue Trust. What in this record shows
16 that he did something separate and appear from his trustee
17 position that was wrongful to Wendy as an individual?

18 All the trustees were meeting with lawyers and
19 accountants to do these ACPAs, to do these various deals,
20 to work the debt down. Where is the aiding and abetting as
21 an individual after Sam died? The conspiracy after Sam
22 died? The false representations as an individual after Sam
23 died?

24 The other claim for damages, according to the

1 16.1 computation is approximately \$800,000 from Bronco
2 Billy's. There cannot be any inference from the evidence
3 that's before this jury that Bronco Billy's was
4 orchestrated in the individual capacity, that what Todd did
5 with respect to the advice by the Colorado gaming lawyer,
6 the advice by Maupin Cox, he did, not as an individual, and
7 he's got that money, as far as everything he received,
8 except for the 6 percent, which he's entitled to, in the
9 family trust.

10 How could he possibly have violated or caused
11 damages as an individual by doing what the attorneys have
12 suggested that he does?

13 The only other claim, your Honor, is some
14 \$200,000 thrown up against the wall with regard to cattle.
15 No evidence of value of cattle. Not one word on what that
16 whole cattle transaction was about.

17 But there's an ACPA in here.

18 And, your Honor, finally, I want to go to the
19 Court. What is very difficult for a trial lawyer to do is
20 to confront witnesses to say I signed it, but I didn't read
21 it.

22 I, I don't remember signing it. We have 10
23 ACPAs signed by Wendy as a primary beneficiary. And in
24 each and every one of those ACPAs she says I release Todd

1 from any liability with respect to this transaction. And
2 that has not been refuted.

3 Your Honor, I think our damage claim is a solid
4 argument, that there is absolutely no evidence in this case
5 from which the jury could infer that Todd caused any
6 damages as an individual, and all claims should be
7 dismissed under Rule 50A, your Honor.

8 THE COURT: Thank you. Mr. Lattin?

9 MR. LATTIN: Thank you, your Honor.

10 I would adopt Mr. Robison's arguments with
11 regard to damages. But I want to talk about the two
12 individuals who should not be in this case.

13 First of all, let's talk about Kevin Riley.
14 Kevin Riley was a trustee for two months, June and July
15 2013. Since July 31st of 2013, he has not had any
16 fiduciary responsibility to Wendy or any of the other
17 beneficiaries.

18 He has been the accountant for the family trust
19 and the other Jaksick entities. There has been absolutely
20 no mention of any wrongdoing. He has only been mentioned
21 in the capacity of doing financials, preparing the
22 financial information and, and the numbers. The numbers
23 that are provided to him by the Jaksick family entities.

24 He should not be in this case. There has been

1 nothing by way of testimony that he conspired with
2 anything, that he aided and abetted in anything. He is
3 nothing more than a professional who was doing his job as a
4 CPA. There are no claims of negligence. There are no
5 claims against him in that regard.

6 Also, he is named individually. A professional
7 who is named individually. Absolutely nothing to indicate
8 that he did anything to anybody outside of his
9 responsibilities as a professional.

10 He should not be in this case, and I would
11 request that a directed verdict be entered in his favor and
12 he be dismissed from this case.

13 Even further down the chain, is Mr. Kimmel.
14 Mr. Kimmel, again, became a trustee in January of 2017
15 after all of the decisions on the Tahoe house were made,
16 all of the decisions on Bronco Billy's, all of the
17 decisions relative to the ACPAs.

18 He is not, was not involved in any of those
19 decisions. The best evidence that I have that he should
20 not be in the case is the fact that they read from a
21 document to keep him in that is not evidence in this case.

22 There is a ruling that petitions are not
23 evidence. Mr. Connot stood up here yesterday and said he
24 should be in based upon what the petition says. And he

1 reads from the petition.

2 That's not evidence. You don't read from a
3 petition and keep a person in a case, just because you read
4 a petition, that is not evidence in a case. There has to
5 be evidence that Mr. Kimmel did something. There is no
6 evidence that he did anything in this case.

7 They tried to hook him in by saying he signed a
8 petition. And, again, I would adopt Mr. Robison's
9 argument. But all Mr. Kimmel was doing is saying, Okay,
10 there's questions over this stuff. Let's exercise our
11 rights and put it before the Court. And now they want to
12 penalize him and hold him in a case and have him be
13 personally and individually responsible for actions because
14 he signed a petition.

15 He, too, should not be in this case. And I
16 would request that you direct a verdict in his favor and
17 remove him both for any liability as a trustee and any
18 liability as an individual. Thank you.

19 THE COURT: Thank you.

20 I have always known that this dispute would
21 travel past the jury's involvement and that some day I
22 would be called upon to also make decisions.

23 Given the volume of trial evidence and the
24 pacing of trial, I am unable to make a thoughtful,

1 analytical, sustainable judgment in the next short while.
2 But I will.

3 And according to law, I can do it even after
4 verdict. I should say generally that I am intrigued by
5 some of what I've heard in the last two hours.

6 But I must be thoughtful, analytical, showing my
7 work, for sustainability.

8 And so, Ms. Reporter, I'll have a copy of this
9 transcript. No heroic rush to it, just from the beginning
10 at 8:15 until now.

11 We will return to our jury in 10 minutes.

12 We'll stand until then.

13 (Whereupon a recess was taken.)

14 (The following proceedings were had outside
15 the presence of the jury.)

16 MR. ROBISON: I've been asked to give the
17 deposition of Mr. Campagna to the clerk.

18 THE COURT: Thank you. All right.

19 Deputy?

20 (The following proceedings were had in
21 the presence of the jury.)

22 THE COURT: Good morning. If you'll be seated,
23 please. To respondents, you may call your next witness.

24 MR. ROBISON: I'd like to call Todd Jaksick back

1 to the stand, your Honor.

2 THE COURT: Mr. Jaksick, if you'll return,
3 please, you remain under oath.

4 Have a seat.

5 TODD JAKSICK,

6
7 called as a witness in said case,
8 having been previously duly sworn, was
9 examined and testified as follows:

10

11 DIRECT EXAMINATION

12 (Resumed)

13

14 BY MR. ROBISON:

15 Q Good morning.

16 A Good morning.

17 Q I want to clear up a few things, sir.

18 A Okay.

19 Q There's been testimony in this case, presented
20 by your sister, about your mother being an alcoholic and
21 other things.

22 Tell us about your mother.

23 A Yes. I thought that was an unfair
24 characterization.

1 Q Just tell us about your mother, please.

2 A My mom was a wonderful lady. She was an outdoor
3 person and took care of all of us kids. And I remember
4 even she watched Wendy's kids when they were young. She
5 watched Lexi. She watched Luke. Helped take care of the
6 kids.

7 And we had a wonderful time with my mom. We
8 traveled with her. She's incredibly smart and wonderful,
9 she taught us about relationships. She became a jet pilot
10 and was able to fly. Just an amazing lady. And I wanted
11 that to come across.

12 Q How did her estate get distributed, sir?

13 A One thing I'd like to mention about mom is she
14 did have a 25-year battle with cancer as well. That was
15 very tough on her.

16 And what was your question, sir?

17 Q The question was how was the estate distributed.

18 A When mom passed away she had an estate, and her
19 estate was not distributed outright.

20 As Wendy had mentioned, she actually put Wendy's
21 portion of her share in trust until Wendy reached the age
22 of about 45.

23 Q All right. And then was it distributed in a
24 lump sum as Wendy represented?

1 A No, we were funding Wendy from the time mom
2 passed away up until about the time she was 45. And when
3 she became 45 the remaining balance that was there we
4 actually transferred to Scott Freeman as part of the
5 judgment that he had.

6 Q In the later years of your father's life do you
7 recall whether or not Wendy was threatening to sue Sam?

8 A I do.

9 Q Tell us about that, please.

10 A Because dad and Stan were the executors of the,
11 Thelma's estate, which was dad's mom's estate.

12 Q That's your grandmother?

13 A Correct.

14 Q Go ahead, please.

15 A Wendy was not pleased with the funds that she
16 had received over a period of time from my grandmother
17 passing away until just before my dad passed away.

18 And Wendy would continually keep threatening dad
19 about the fact that she wasn't getting funds that she was
20 supposed to be getting. And she was saying that she was
21 going to get an attorney to look into everything that
22 happened on the Thelma Jaksick Estate. So dad was always
23 getting her documents and things like that. That was a
24 contentious discussion for sure.

1 Q There was testimony about a document or
2 documents being signed perhaps the day after your father
3 passed.

4 Do you recall that testimony?

5 A Yes. Several times now.

6 Q First thing I want to talk about is ACPA
7 Exhibit 14. If you could put that on the screen, please?

8 A Okay.

9 Q Exhibit 14, would it be fair to say is that the
10 first ACPA that was discussed among the trustees and
11 beneficiaries?

12 A I guess it was.

13 Q That is the handwritten date of June 5th, 2013?

14 A That is correct.

15 Q Who prepared the document?

16 A Maupin, Cox & LeGoy's law firm prepared that
17 document on June 4th of 2013.

18 Q How do you know that?

19 A Because I know from the discussions we had -- I
20 had never heard of the word ACPA before, and that was a
21 document that their law firm came up with, and saying that
22 this signature page was prepared and signed the day after
23 dad passed away is just completely inaccurate.

24 Q Let's walk through the chronology.

1 Your father died on what day of the week?

2 A Sunday, April 21st.

3 Q Not Saturday as Wendy indicated?

4 A No, it was not a Saturday.

5 Q What happened that day -- where were you when
6 you heard about your father's death?

7 A I was at the Golden Eagle Sports Complex
8 coaching a baseball game.

9 Q Little League?

10 A Yes.

11 Q And so did you and your sister and brother get
12 together soon after you heard that your father had passed?

13 A Yes, I left the game, got in touch with Stan,
14 was talking to Janene. Jenene called me.

15 Q Who is Janene?

16 A Janene is dad's wife, my stepmom. And she
17 called and contacted me at the field. And --

18 Q I'm going to move on.

19 A Okay.

20 Q Do you recall that Wendy also accused Janene of
21 killing your father?

22 A Yes, I do. She did accuse Janene of killing
23 dad. And it went on for about six to nine months that she
24 accused Janene. It was very hurtful to Janene.

1 Q Let me get back to the time within a couple of
2 days after your father passed.

3 Was there a need to get the insurance policy on,
4 on your father's life pretty much squared away?

5 A I remembered that we had received a letter that
6 the policy had lapsed.

7 Q What did you do to revive the policy?

8 A Well, I contacted our friend that dad had that
9 was working with dad and I, on the life insurance
10 previously, and then Geoff Grenert, was also not only an
11 insurance agent, but he helped with some of our estate
12 planning.

13 And he -- well, he saw dad on Saturday at the
14 baseball game. And so he was a gentleman that I would talk
15 to frequently. So I called and contacted him. I let him
16 know that dad had passed away, and that the policy -- we
17 had a letter from Pacific Life that said that the policy
18 had lapsed.

19 Q Do you know what Crummey letters are?

20 A I do.

21 Q What are Crummey letters?

22 A Crummey letters are a document that every time a
23 payment was made on life insurance, that we would give to
24 the beneficiaries to sign to say that they weren't going to

1 withdraw the proceeds of the payment towards the life
2 insurance, and that they were approving allowing the life
3 insurance payments to be allowed to go to Pacific Life and
4 not be withdrawn.

5 Q Did you and your brother and sister have to sign
6 the Crummey letters?

7 A We did sign the Crummey letters over a lengthy
8 period of time. But usually early on the payments were
9 made every six months or annually, and then we got to the
10 point that the payments were being paid monthly. So we
11 were behind on the Crummey letters.

12 Q And were they signed after your father died?

13 A They were, they were signed sometime in that
14 week after dad passed away.

15 Q By all three of you?

16 A Correct.

17 Q There's testimony that you insisted that Wendy
18 pay her share of the \$10,000 for the gaming application,
19 and that you insisted she pay that, is that true?

20 A That is not the case. I did provide her the
21 binder, and I did provide her the application, and I did
22 provide her the tabs for her to put all of her
23 documentation and information in.

24 And we had told her, as you've seen in some of

1 the exhibits that you've pulled up previously, that Wendy
2 had nothing to lose by giving it a shot, and you might as
3 well just put it in and let the gaming attorneys analyze
4 it, see if you can get licensed and go for it.

5 But there was an email that Wendy had sent back
6 to Mr. Riley that said that she did not think that she was
7 going to be able to get licensed, and she never filled out
8 the application.

9 Q There's testimony that you tried to cut Wendy
10 off from funds.

11 Did you do your best to get funds to her even
12 though you were not receiving funds?

13 A I did. Absolutely. I did receive -- I did work
14 with Wendy early on and, and continually through Stan and
15 I --

16 Q Do you recall me showing yourself and the jury
17 Exhibit 145, a response from Wendy to your generosity?

18 A I don't think that was the right number.

19 Q Oh, 495. I'm sorry.

20 A Okay.

21 Q Could you put 495 up, please.

22 What is this, sir?

23 A This is a letter from Wendy to the trustees --
24 Todd, Sam and Kevin Riley, even though Kevin Riley wasn't

1 still a trustee at the time. She had written it to the
2 three trustees.

3 Q And she is saying what about money received by
4 her?

5 A I think it's in that second to the last
6 paragraph.

7 Q Blow that up, please.

8 A Since dad's death Todd has used this note as, as
9 a way to pay me monthly as well as pay my rent, the office,
10 utilities, and insurance.

11 I am waiting on an exact accounting,
12 but roughly \$8,000 in medical
13 insurance, 8100 in rent for the
14 office, 2500 in utilities, various
15 distributions of approximately
16 \$10,000 and \$30,000 payout in monthly
17 payments of 3,000.

18 Q Let me switch topics.

19 A Okay.

20 Q There was testimony that you moved hay from the
21 family ranch to your ranch.

22 Do you recall that testimony?

23 A I do.

24 Q Is there any truth to that statement?

1 A No, it was the opposite.

2 Q Tell us about that.

3 A I was taking cattle feed from Duck Lake Ranch,
4 which is an area that I own, and I was taking it to the
5 Eagleville Ranch for cattle. It was the opposite of what
6 Wendy had said.

7 Q Finally, Wendy has told this jury under oath
8 that she did not receive the Second Amendment until like
9 2015, 2016. Is that true?

10 A I recall that. I think she said the first time
11 she saw it was around 2015, or maybe when Dana Dwiggins got
12 it in July or so of 2016. That is not true, no.

13 Q There's testimony that you gave her a binder in
14 June of 2013, correct?

15 A Yes. I gave Wendy a binder with the trust docs
16 on June 5th of 2013, which is the same day that we signed
17 the insurance ACPA at the office.

18 Q Well, let's take a look at Exhibit 13B.

19 A Okay.

20 Q If you'll put that up, please.

21 What is this -- it's very small right now. I'm
22 going to blow it up in a moment, but can you tell us what
23 it is, Todd.

24 A I think that this lengthy --

1 MR. SPENCER: Your Honor, I don't think this has
2 been admitted yet. I just want to verify that.

3 THE COURT: This has not yet been admitted.

4 BY MR. ROBISON:

5 Q Are you familiar with this email?

6 A Yes.

7 Q Did you receive this email in your capacity as,
8 as a co-trustee of Sam's family trust?

9 A It's actually a text from Wendy.

10 Q Did you receive that text with respect to her
11 talking about trust documents?

12 A Yes.

13 MR. ROBISON: I'd offer 13B.

14 THE COURT: Any objection?

15 MR. CONNOT: What was the number again?

16 MR. ROBISON: 13B.

17 MR. CONNOT: Got it.

18 MR. SPENCER: Your Honor, I object to this
19 document on the basis that I do not believe it to be
20 complete. It is a --

21 THE COURT: Can I see it, please.

22 MR. SPENCER: Yes.

23 THE COURT: Just want to follow along.

24 ///

1 BY MR. ROBISON:

2 Q Mr. Jaksick, did you exchange --

3 MR. ROBISON: May I have a little deeper
4 foundation?

5 THE COURT: Sure.

6 BY MR. ROBISON:

7 Q Did you exchange texts with your sister about
8 the ongoing matters concerning the administration of your
9 father's family trust?

10 A Yes.

11 Q And did you inform her frequently by text what
12 was going on?

13 A Yes.

14 Q And would she respond with respect to some of
15 the comments you made about the administration of the
16 trust?

17 A Yes.

18 Q And did she also talk to you about her belief
19 that Janene killed your father?

20 A Yes.

21 Q And did she also admit in these texts that she
22 had received the Second Amendment?

23 A Yes.

24 MR. ROBISON: Offer it.

1 MR. SPENCER: I'll just raise my objection as to
2 authenticity, your Honor. It appears that there are some
3 responses, but the majority of this is just Wendy, and it
4 looks like she's just talking to herself, which doesn't
5 make a whole lot of sense.

6 I object on authenticity.

7 THE COURT: Thank you. 13B is admitted.

8 (Exhibit Number 13B was
9 admitted into evidence.)

10 BY MR. ROBISON:

11 Q Would you please pull up the first full
12 paragraph on the second page.

13 This text is June 5th, 2013, sir?

14 A This text is June 6, 2013, which is the day
15 after I gave Wendy the binder.

16 Q All right. And can you read that provision
17 that's in 13B that I just displayed to the jury? Read it
18 into the record, please.

19 A This is a text from Wendy. She's talking about
20 a dream that she had last night. That was the previous
21 pages.

22 It says:

23 This was at the same time dad died,
24 approximately 4:40, just in the a.m.

1 I swear it was so real, that I am
2 starting to believe part of it. I
3 never dreamt like that. Ever. Also,
4 I read dad's will stuff. The reason
5 he took out the 1.5 out and then back
6 in was to do my house. The log one.
7 He decided if I wanted to keep it,
8 which I did, that he would deduct it
9 from his will. Since it was told to
10 help him, he put it back in his will.
11 That's what that was.

12 Q Focusing your attention, Todd, on the statement
13 about your father took out the \$1.5 million --

14 A Correct.

15 Q -- is there any document other than the Second
16 Amendment that takes out the \$1.5 million deduction?

17 A The 2006 document takes it out.

18 Q Puts it in?

19 A The 2006 document takes it out and then the --

20 Q Let's get on the same page.

21 Takes what out?

22 A The 2006 document is where dad removes, deducts
23 1.5 million.

24 Q And what does the Second Amendment do?

1 A The Second Amendment puts the 1.5 million back
2 in.

3 Q A benefit to Wendy?

4 A A benefit to Wendy. So the only way that you
5 would know that was by her reading all dad's will stuff and
6 talking about the 1.5, because that's the only place that
7 it's been mentioned that it's put back in.

8 Q You're confident that she saw the second
9 amendment as early as June of 2013?

10 A Right. Yes, absolutely.

11 Q And you kept her informed about what you were
12 doing with the second amendment throughout?

13 A Yes.

14 Q Do you know who Mr. Bob LeGoy is?

15 A Yes, sir. I do.

16 Q What's his role?

17 A He is the lead trust accountant for the family
18 trust.

19 Q Have you developed a good professional
20 relationship with Mr. LeGoy?

21 A Yes, we all have. Yes.

22 Q And has he assisted you in the navigating
23 through the elimination of the debt, the transfer of the
24 house, the interest to Issue Trust?

1 A Yes.

2 Q And have you followed his advice in that
3 respect, sir?

4 A Yes, sir, I have.

5 MR. ROBISON: Thank you.

6 Your Honor, I pass the witness.

7 MR. HOSMER-HENNER: No questions, your Honor.

8 MR. LATTIN: No questions, your Honor.

9 THE COURT: Counsel.

10

11 CROSS-EXAMINATION

12

13 BY MR. SPENCER:

14 Q Mr. Jaksick, where is the binder?

15 A Which binder are you talking about?

16 Q The binder that you keep bringing up, where is
17 it?

18 A I believe that Wendy said that it was in her law
19 firm, her past attorney's law firm, and that she wasn't
20 able to get it out because she had a retainer.

21 Q No, sir. I'm talking about a copy of the binder
22 that you would have maintained.

23 Where is it?

24 A We made three binders that day, and like I told

1 you before, we produced everything that was in the binder.

2 Q All mixed in with all these various pages, not
3 designated as a binder, right?

4 A I gave the binder to counsel, and my
5 understanding was they produced everything that was in the
6 binder.

7 Q Can you answer my question, please.

8 The stuff that you're saying was in the binder
9 was all mixed in with all the other thousands of pages
10 produced, right?

11 A I don't know exactly how they were produced, but
12 I gave the binder to counsel.

13 Q And you never produced a, a document that says
14 this is the binder that I produced in June of 2013, have
15 you?

16 A We had actually asked that you guys produce the
17 binder that Wendy had.

18 Q We have to produce the binder that you as
19 trustee are supposed to keep, the beneficiary does?

20 A I gave our binder to our counsel. But we were
21 asking you guys to produce the binder that we actually gave
22 to Wendy.

23 Q Uh-huh. And where is the copy of the binder
24 that you're supposed to keep as trustee so you can prove

1 what it was that you provided?

2 A At the law firm office.

3 Q Okay. Never produced that to Wendy, did you, in
4 this lawsuit?

5 A My binder?

6 Q Yeah.

7 A No, she had her own binder.

8 Q Okay. Can you answer my question? That's a no,
9 you never produced it, did you?

10 A I produced -- I gave the binder to our attorney
11 to produce, and they produced everything that was in the
12 binder.

13 Q Sir, I'm asking about the binder itself. You
14 never produced anything that was designated this is the
15 binder that I produced in June of 2013, did you?

16 A I did. I gave it to our counsel.

17 Q Where is it?

18 A Counsel would have that binder.

19 Q So you don't know whether it was all mixed in,
20 or whether it was a produced as a binder, do you?

21 MR. LATTIN: Objection, there is a discovery
22 limiting order on this.

23 THE COURT: Overruled.

24 THE WITNESS: I don't know exactly how it was

1 produced.

2 BY MR. SPENCER:

3 Q You understand that you're the trustee, and it's
4 your obligation to prove what you gave to the
5 beneficiaries, correct?

6 A We did. Sure. I guess, yeah.

7 Q Yeah, you're the one that's supposed to disclose
8 to the beneficiaries, right?

9 A We did. And that's why we had conversations on
10 that day, and I prepared the binder. And we also had other
11 emails in here that we prepared the binders, gave one to
12 Stan and Wendy and myself, and we were wondering what to do
13 with Lexi.

14 Q Answer my question, please.

15 You're the one that is supposed to disclose to
16 the beneficiaries, correct?

17 A I believe that's what we were doing when I
18 provided the binder.

19 Q Can you say yes or no, please?

20 A Sure.

21 Q You're the trustee. You're the one that's
22 supposed to provide the disclosure to the beneficiaries,
23 right?

24 A Yes.

1 Q You're the one that's supposed to come forward
2 with a binder that says this is what I paid Wendy in June
3 of 2013, right?

4 A And that's what I believe I did.

5 Q Okay. In the form of a binder, here's the
6 binder, I gave this, a copy of this to Wendy, you think you
7 did that, right?

8 A Yes, because it had all of the trust documents
9 in it.

10 Q And so far all we've heard is that this was in
11 there, and that was in there, and I believe some other
12 stuff was in there. You don't even know what was in the
13 binder, do you?

14 A I do recall what was in the binder, and then I,
15 what Wendy and I were doing, was Wendy would bring her
16 binder to the additional meetings that we had, and then we
17 would continue to put stuff in her binder after our
18 additional meetings. I don't recall all of those, what was
19 put into it later on.

20 And then there was a point in time where Wendy
21 had lost her binder, and we were trying to duplicate that
22 for her.

23 Q Well, if you had kept your own binder, and you'd
24 had copies of everything that was in the binder, it would

1 have been easy to duplicate, right?

2 A And it was. We actually did make copies of
3 Stan's binder that he had, and we got her another set of
4 copies of everything.

5 Q So when you intermixed everything that was in
6 the binder, and all of these thousands of pages of
7 production that was produced, did you expect us to try and
8 figure out what it was rather than you disclose it?

9 A I'm sorry, sir. I thought that you guys were
10 going to get a copy of her binder back from her counsel --

11 Q Did -- I'm sorry. Go ahead.

12 A I thought that you guys were going to get a copy
13 of her binder back from her counsel because we had asked
14 you guys to do that.

15 Q And we had asked you to produce it, too, right?

16 A Yes, I did. I gave it to our attorney.

17 Q And that's, that was designed to intermix all of
18 those documents into his other, this other production, that
19 was designed so that you could come in here and be
20 deceptive about that, correct?

21 A No, sir.

22 Q You can't say what was in that binder
23 completely, can you?

24 A I know that all the trust documents were in that

1 binder.

2 Q Okay. We've seen the 2006 restated version,
3 we've seen five different amendments, plus an additional
4 second amendment.

5 Which one of those was in the binder?

6 A The only trust documents that were in the binder
7 were the 2006 document and the December 10th, 2012,
8 document.

9 Q You said the trust docs were in there, you
10 weren't specific about it, and now you're saying oh, it was
11 just these two, correct?

12 A Because those were the only controlling
13 documents, as we had heard from Pierre Hascheff and Bob
14 LeGoy's office.

15 Q The only controlling documents as you decided
16 would be the controlling documents, right?

17 A That's what my dad told me, that's what dad told
18 me the controlling documents were. I verified that with
19 Mr. Hascheff and Mr. LeGoy, and we provided the documents
20 that they represented were the rule book, so to speak, that
21 we were using.

22 Q Where's the Second Amendment that was signed on
23 April 27th of 2013; where is that Second Amendment?

24 A It was in the trust binders that we produced to

1 your office --

2 Q No.

3 A -- to you.

4 Q I'm not talking about the December 10th, 2012,
5 second amendment. I'm talking about the one that was
6 signed on April 27th of 2012.

7 A Yes, I would just say that whole binder that had
8 all of dad's trust documents, including the drafts,
9 everything was provided as production to you guys.

10 Q Including the drafts? Is that what you said?

11 A That's my understanding, everything that was in
12 the file.

13 Q Focus on my question, because you haven't
14 answered it yet.

15 A All right.

16 Q The second amendment that was signed on April
17 27th of 2012 --

18 A Okay.

19 Q -- are you with me?

20 A Yes.

21 Q Where is it?

22 A I'm not sure.

23 Q All right. So you said the second amendment was
24 in the binder, didn't you?

1 A If we had it, it would have been in the binder.

2 Q There's two versions apparently, because we've
3 seen two signature pages to it.

4 Which version was in the binder?

5 A There was a version, I think Pierre has covered
6 that quite well, that he was working on a second amendment
7 earlier in the year with dad. And there was some confusion
8 with Pierre, some of the documents that he had at that
9 time, but by the time that the second amendment came around
10 in December of 2012, Pierre had all of the documents.

11 And him and dad did the second amendment in
12 December 10th of 2012, and that was what I was told by dad,
13 as well as Pierre, what the controlling document was. And
14 everything else that they had done previously was
15 irrelevant.

16 Q Thanks for all that. But that didn't answer my
17 question.

18 I asked you which of the second amendments was
19 in the binder, was it the April 27th of 2012 second
20 amendment, or was it the December 10th of 2012 second
21 amendment?

22 A What was in the binder that I gave Wendy on June
23 the 5th was the Second Amendment that was completed on the
24 December 10th of 2012.

1 Q And how do we know that?

2 A Because --

3 Q Because you said so?

4 THE COURT: Hold on. Hold on. Because?

5 THE WITNESS: Because it has the 1.5 million
6 provision in it, giving Wendy back the \$1.5 million
7 provision.

8 BY MR. SPENCER:

9 Q That doesn't tell us anything about whether the
10 April version of the second amendment was in the binder or
11 the December version was in the binder.

12 So how do we know that? Is it because you said
13 so?

14 A That's the only document I had to put in there.
15 I, I didn't have the April document, April 2012 document.
16 I didn't have a copy of that document to be able to put in
17 there. So that would be impossible for me to do that.

18 Q And none of us, none of us have that either, do
19 we?

20 A I don't know.

21 Q But we do know that Jessica Clayton, your
22 secretary, was sending a signature page to the April
23 version to Mr. Hascheff, right?

24 MR. ROBISON: Please note my objection that

1 Ms. Jessica Clayton has never been Todd's personal
2 secretary. That misstates the evidence.

3 THE COURT: It is noted.

4 You may answer the question.

5 BY MR. SPENCER:

6 Q Does Jessica Clayton work for you, sir?

7 A She works for all our companies, yes.

8 Q For you, sir?

9 A She works for our companies.

10 Q Who signs her paychecks?

11 A Through the companies, through the entities I
12 pay Jessica's paycheck.

13 Q And she works for you, doesn't she?

14 A She works for us as well as other entities and
15 other partners that we have.

16 Q Yeah. And those other entities are controlled
17 by you, right, most of them?

18 A Not necessarily, no.

19 Q So if, so less than a majority of them are
20 controlled by you, is that what you're saying?

21 A I believe that to be the case, yes.

22 Q She works in your office, you sign her
23 paychecks, and you're saying that she doesn't work for you,
24 is that what you're saying?

1 A No, I'm saying that she does work for us,
2 myself, she also works for some of the family companies and
3 other companies that we have with the partners. Everything
4 that she gets paid is through entities.

5 Q And she's never done a single thing for you that
6 was a personal business, is that correct? Never?

7 A I can't, I'm sure there is. She's been with us
8 for 16 years.

9 Q Of course. 16 years. She's done work for you
10 personally, hasn't she?

11 A I don't know if I paid her for personal things
12 but she's ran errands for me personally. I don't know what
13 your definition is.

14 Q Your lawyer just said she's not your personal
15 secretary.

16 She's done personal work for you, correct?

17 A I don't know necessarily if she's done personal
18 work for me. She always gets paid through all of the
19 entities.

20 Q If you don't write her a check out of your
21 personal account then she's not working for you personally;
22 is that the technicality?

23 A I'm just telling you where she gets paid from.
24 She gets paid from different companies.

1 Q She's been in court the last three days
2 supporting you, hasn't she?

3 A Yes, she's been here, of course.

4 Q And so she sent signature pages to a second
5 amendment signed April 27th of 2012, the same day the fifth
6 amendment was apparently signed and, to Mr. Hascheff.

7 Do you recall that?

8 A I do recall seeing that, yes.

9 Q And no one has seen that Second Amendment from
10 April, correct?

11 A I'm not sure.

12 Q Okay. And you don't like Wendy, do you?

13 A Yes, I, I mean, Wendy, we have to treat
14 everything like a business transaction because Wendy has
15 said a lot of nasty things, obviously, but she's done that
16 to all of our family at times over the years. And you have
17 to treat everything as a business transaction. You can't
18 put any emotion into it.

19 Q Answer my --

20 THE COURT: Would --

21 MR. SPENCER: Sorry, Judge.

22 THE COURT: Would you read the last question
23 back, please, Ms. Reporter.

24 ///

1 (The record was read back by the
2 court reporter.)

3 THE COURT: Does the witness have an answer?

4 THE WITNESS: I do not discuss things with Wendy
5 on a regular basis lately. But I care for Wendy. She's
6 family, but she does say a lot of upsetting things. And
7 like I said, I have to treat this stuff as business
8 transactions.

9 BY MR. SPENCER:

10 Q You'd be upset, too, if you were not getting
11 information from your trustee, wouldn't you?

12 A Sir, I believe we have given Wendy all the
13 information that was necessary to provide her so she knew
14 where she stands.

15 Q Where on earth, where are the water rights
16 mentioned in the accountings that you say are such great
17 disclosure?

18 A The water rights are on each individual piece of
19 property as part of each individual property. Water rights
20 are not separated from the land. The water rights are all
21 represented in the appraisals of the properties that Wendy
22 was provided.

23 Q I asked you a question about where the water
24 rights are represented in the accountings.

1 And the answer is they're not, correct?

2 A Because you don't segregate the water rights.
3 The value, if you look at the value of, let's just say
4 Buckhorn Land & Livestock, which is in the accountings, and
5 it has the value of Buckhorn Land & Livestock. That value
6 on the, on the more current -- once I got the debt paid
7 down, and we start showing the value that was in excess of
8 the debt, the value shows the land and the water rights.

9 Q You're saying that the accountings show the
10 value of Buckhorn?

11 A The earlier ones did because the debt exceeded
12 the value of the land. In the more current Buckhorn Land &
13 Livestock, after we have got the debts paid down, I'd say
14 the 2017 accountings, the 2018 accountings, the values are,
15 shows Buckhorn, and that value includes the land and the
16 water.

17 Q And where's the \$30 million that you claim was
18 owed in debt in the accountings?

19 Where is that?

20 A The \$30 million in debt, it is -- Kevin Riley,
21 from my understanding, has two different ways of accounting
22 for the debt.

23 He has direct debt obligations, which are direct
24 debts of dad's family trust, and then he carries the other

1 debt obligations as contingent obligation, and a lot of
2 that value of the debt that you're talking about are
3 contingent obligations.

4 For example, the loan that he just talked about
5 that we were talking about at Buckhorn, Buckhorn Land &
6 Livestock, is a personal guarantee that dad had of \$4
7 million, and it isn't shown as a direct debt, it shows as a
8 contingent obligation through the entity.

9 Q So you don't bother to tell the beneficiaries
10 about the contingent obligations, is that right?

11 A No, we did tell the beneficiaries about the
12 contingent obligations.

13 Q Pull up Exhibit 17, please.

14 Do you know how much debt is reported in that
15 accounting? This is April 21st, 2013, through March 31st
16 of 2014.

17 Do you know how much debt is accounted for in
18 that?

19 A I don't recall off the top of my head, no.

20 Q The testimony you've given that you claim
21 there's \$30 million of debt outstanding around the time of
22 your father's death, you report seven and a half million
23 dollars of debt in the accounting.

24 Do you know that?

1 A That is the direct debt obligations. The
2 contingent obligations fall outside.

3 Q Answer my question then.

4 You don't bother to tell the beneficiaries about
5 the contingent debt, do you?

6 A We did have discussions about all of the
7 contingent obligations.

8 Q Convenient that they're just discussions, right?
9 You don't have anything memorializing you sending something
10 to the beneficiaries about those discussions, do you?

11 A I don't recall.

12 Q Right. So it's just you saying oh, we had
13 discussions about it, and I can tell you that it happened,
14 but nothing that memorializes it, right?

15 A I'd have to look at the entire accountings.
16 And, Kevin Riley, I'm not sure exactly where he puts the
17 contingent obligations, but it was well known that those
18 obligations were out there.

19 Q That's my point, sir.

20 You keep saying it's well known, we discussed
21 it, we had meetings about it, not a single thing
22 memorializing what was said in any of those meetings, is
23 there?

24 A I'm not sure.

1 Q You know there's not, sir? You know there's
2 not, right?

3 A All I can tell you is that we had a lot of
4 meetings with Wendy, Kevin Riley would come into town, and
5 he'd go through the financial statements line by line, and
6 the contingent obligations that aren't shown there, for
7 example, Buckhorn Land & Livestock, Buckhorn Land &
8 Livestock, Wendy knew exactly what we were doing with the
9 conservation easement to try to get that debt obligation
10 paid down.

11 Jackrabbit Properties, 7.8 million dollar note,
12 is shown as the fact that it's a contingent obligation, to
13 pay down that debt.

14 So all of those discussions relating to those
15 entities, which were very detailed, explained to Wendy what
16 those obligations were.

17 And I also mentioned that before dad passed
18 away, in February and March, there was meetings with dad
19 and Wendy and Stan and I to directly go over those debt
20 obligations.

21 Q Back to my question.

22 You don't have a single thing that memorializes
23 what was said in any of those discussions, do you?

24 A I can't recall anything right now.

1 Q Because if you had had something that did you
2 would have produced it, correct?

3 A I would think so.

4 Q Let me --

5 MR. SPENCER: May I approach, your Honor?

6 THE COURT: Yes.

7 MR. SPENCER: Exhibit 72, please.

8 THE WITNESS: Thank you. Which exhibit?

9 MR. SPENCER: 72, sir. I'm sorry.

10 THE WITNESS: Okay.

11 BY MR. SPENCER:

12 Q Okay. This is your accounting of the period
13 April 21st, 2013, through March 31st of 2014.

14 In that accounting, Exhibit 72, where do you
15 tell the beneficiaries there's \$30 million, around \$30
16 million worth of debt outstanding?

17 A It's about a 30-to-40-page thick document. I
18 don't know exactly where that would be in Kevin's
19 accounting.

20 Do you want me to look for it?

21 Q It's not there, is it?

22 A I'm not sure.

23 Q Is this your accounting, or is it Kevin's
24 accounting?

1 A This is the accounting that was done by Kevin
2 Riley, the accountant that was handling the family trust.

3 Q You like to point the finger, don't you?

4 A What do you mean by that?

5 Q You don't take any responsibility for your
6 fiduciary duties as a trustee, do you?

7 A Yes, we talked, we talked about what the, what
8 was required under state law to be able to prepare the
9 accountings with the accountant as well as the law firm.
10 And it was our understanding that these, these met the
11 state law standards that were required in the State of
12 Nevada, and I just don't know exactly where Kevin accounted
13 for the contingent loan obligations.

14 Q You don't want to answer that question, do you?

15 A You can ask it again, please.

16 Q You like to point the finger at other people
17 rather than take responsibility for your duties as a
18 fiduciary, correct?

19 A Sir, I --

20 Q Yes or no?

21 A I'm happy to take responsibility, but I'm not an
22 accountant. We have relied on our accountants and rely on
23 all of those attorneys in order to be able to help us do
24 all this stuff. Stan and I are not capable of preparing a

1 financial statement like this.

2 Q You have come into this court, and you have
3 asked this Court to approve that accounting, and you're not
4 taking responsibility for it.

5 How is that possible?

6 A Because we rely on the professionals to be able
7 to keep track of the accounting and do the accountings.

8 Q Kevin Riley has given a disclaimer at the front
9 of that accounting that says all I'm doing is compiling
10 numbers. I'm not vouching for the information, I haven't
11 done an audit, I'm just compiling a bunch of numbers.

12 And you're saying that it's Kevin Riley's job
13 and his fault if something is not disclosed, correct?

14 A Kevin Riley is aware of every single transaction
15 and every single thing we do in this trust. We meet
16 Mondays weekly, and a lot of the time we were meeting with
17 Kevin daily, let alone weekly, to go through all of this
18 stuff.

19 Q Is this your accounting, or is this Kevin
20 Riley's?

21 A This is prepared by Kevin Riley for the Samuel
22 S. Jaksick, Jr. Family Trust.

23 Q And you've sworn that it's accurate and asked
24 this court to approve it?

1 A I swore that Kevin Riley prepared it and that we
2 had the clerk, one of the clerks to review these
3 accountings, that's correct.

4 Q And the trustee specifically did not request the
5 disclosures, correct?

6 A What do you mean by disclosures?

7 Q Let me pull up JSK 1118, Exhibit 72. Second
8 paragraph. I'm sorry. Last paragraph. I'm sorry.

9 First, let me look at the second paragraph. It
10 says:

11 The trustees of the family trust are
12 responsible for the preparation and
13 fair presentation of the financial
14 statements.

15 Do you see that?

16 A I do, yes.

17 Q Your responsibility, not Kevin Riley's, right?

18 A That's what Kevin has on the front page of his
19 report, how he -- his disclaimer, this is Kevin Riley's
20 disclaimer, that is correct.

21 Q He also says in the paragraph above:

22 We have not audited or reviewed the
23 accompanying financial statements.

24 Do you see that?

1 A I do.

2 Q Down at the bottom, the last paragraph:

3 The trustees have elected to omit
4 substantially all of the disclosures
5 required by accounting principles
6 generally accepted in the United
7 States of America.

8 Do you see that?

9 A I do.

10 Q (Reading.)

11 If the omitted disclosures were
12 included in the financial statements,
13 they might influence the user's
14 conclusions about the trust's
15 financial position, result of trust
16 activities, and cash flows.
17 Accordingly, the financial statements
18 are not designed for those who are
19 not informed about such matters.

20 Do you see that?

21 A I do.

22 Q Okay. And so that means that those that are not
23 informed about trust matters, this is insufficient, this
24 financial statement is insufficient to fully disclose them,

1 doesn't it?

2 A I don't believe that to be the case because what
3 would happen is Kevin Riley would prepare the financials,
4 send it up to the law firm, and Stan and I would review
5 them with counsel, and Kevin would talk to counsel. And
6 they would make sure that everything was up to speed with
7 state law.

8 Q I know you want to say that, but that wasn't my
9 question.

10 My question was that this disclaimer that's on
11 every one of the financial statements that Mr. Riley
12 prepared, says that this is not, not designed for those who
13 are not informed about such matters.

14 You fully, you understand that, right?

15 A I see where it says it right there. I think
16 when you take the, this document, which is consistent with
17 state law, and then you meet with the beneficiaries,
18 that -- and go through it line by line, that that is a very
19 good way to go through and give them all of the detail.

20 It was my understanding from Kevin Riley to Stan
21 and I that the magnitude of stuff that would have to be put
22 in here additionally was incredible. That's why we had the
23 in-person meetings.

24 Q It's in fact the opposite, sir, the trustees,

1 you, have elected to omit substantially all of the
2 disclosures. So you're saying all of the information is
3 there.

4 There's a disclaimer here that says you've
5 decided to omit it, right?

6 A Based off of what our accountant and the family
7 trust attorney had stated we followed exactly what they
8 recommended, that we didn't specifically go and say let's
9 go ahead and omit that.

10 We said let's follow exactly what Kevin Riley
11 said is the proper way to account, he's an accountant, and
12 we respected his ability to do that, as well as the Maupin,
13 Cox & LeGoy law firm, to be able to make sure that we were
14 handling the accounting properly.

15 Q Where does the buck stop, sir?

16 A All I can tell you is that, you know, Stan and I
17 are not accountants. We're not attorneys. And we rely on
18 their help to be able to help us provide all this
19 information.

20 Q The buck stops with you, doesn't it? You're the
21 trustees, you and Stan?

22 A Stan and I are the trustees.

23 Q The buck stops with you, sir, doesn't it?

24 A If you say so, but our understanding is that

1 what we were doing was the right thing in preparing the
2 financials the way that we did through Kevin Riley as well
3 as having our attorneys and accountants prepare these
4 documents and make sure that they were consistent with
5 state law.

6 Q And you're not a lawyer, you don't know if
7 they're consistent with state law, right?

8 A I've heard they're consistent with state law by
9 Kevin Riley, by the Maupin, Cox & LeGoy firm, by our
10 counsel, and as well as your expert that you guys have.

11 Q You're not a lawyer, sir, are you?

12 A No, I'm not a lawyer.

13 Q Okay. And so the trustees have potentially
14 decided to omit all of the disclosures. Let's look at page
15 4 JSK 1121, Exhibit 72, and here we have a list of entities
16 that the trust owns, right?

17 This is as of April 21st, 2013, your dad's date
18 of death.

19 A Yes.

20 Q Yeah. And then, the list below. Just under
21 half of the list, almost half the list, no information
22 whatsoever about what those entities own, how much they're
23 worth, how much debt there is or anything, is there?

24 A That is, I do see just the hyphen under both

1 columns for those assets.

2 Q Intentionally elected to omit substantially all
3 of the disclosures, correct?

4 A This was Kevin Riley's way of depicting the fact
5 that those properties or each one of those that are entered
6 there, the debt exceeded the value of the property, so he
7 put a hyphen as there was no value.

8 Q You said that a hundred times. That wasn't my
9 question.

10 My question was that you intentionally omitted
11 the disclosures regarding those entities, regarding what
12 they own, what debt they have outstanding, and how much
13 value they're worth, correct?

14 A No, I believe it says what they own, right
15 there. Buckhorn Land & Livestock, the 25 percent interest.
16 For example, Wendy is obviously familiar with Buckhorn Land
17 & Livestock. That's the owner of the ranch. But Kevin --
18 but Kevin represented it that way because it, it had no
19 value.

20 Q 25 percent is a statement about what the family
21 trust owns in Buckhorn?

22 A Yes, the family trust owned 25 percent of
23 Buckhorn.

24 Q It doesn't say what Buckhorn owns, does it?

1 A It doesn't, but we went over all that with
2 Wendy, and she's familiar with Buckhorn Land & Livestock.

3 Q And we can just assume that there's no written
4 confirmation of any of those discussions, because you
5 haven't shown them, right?

6 A I don't know if there's anything. All I can
7 tell you is that we had the meetings.

8 Q If this is designed to fully disclose all
9 information that materially affects the beneficiaries'
10 interests, and Buckhorn is listed there with a hyphen, then
11 the beneficiary is supposed to figure out what it owns,
12 what debt it has, and how much it's worth, how?

13 A I believe that that could be represented in
14 these additional pages in here.

15 Q Not could be. What do you know? You're the
16 trustee. What does it say?

17 A I don't recall exactly what else is in the
18 accounting right here. There's an additional 50 pages or
19 so, but I believe there's more detail that talks about each
20 entity as I recall.

21 Q Find that for me because I haven't seen that
22 anywhere. I want to be educated about that.

23 A Okay. It talks a little bit about Buckhorn on
24 page 12 about what some of the acquisition values are.

1 Q Page 12 of Exhibit 72.

2 You're saying that that list there that,
3 Buckhorn shows the values, is that what you're saying?

4 A No, I was basically saying, we were looking for
5 things for additional Buckhorn Land & Livestock.

6 Q This is as of March 31st, 2014, just a
7 duplication of the hyphen information that was provided so
8 fully to the beneficiaries, right?

9 A I was on page 13. I think you're still on 12.

10 Q I thought you said 12.

11 A I may have. I'm sorry. This starts talking
12 about Buckhorn Land & Livestock there. Got a lot of
13 detail.

14 Q Let's look at 13. There's a \$49,000 loan. It
15 says:

16 Funds transferred to Buckhorn from
17 the estate of Sam for the benefit of
18 the Sam Jaksick Trust. The amount
19 will need to be repaid to the estate.

20 A Okay. Some more detail about Buckhorn on page
21 27.

22 Q Page 27, please. Receipts of incomes, \$23,000.

23 A Yeah. It looks like he was tracking that there.
24 There's more information about Buckhorn on page 34.

1 Q That's total salary reimbursements.

2 What does that mean?

3 A I'm not, I'm not sure what that one is.

4 Q If you don't know, how does the beneficiary
5 know?

6 A I'm trying to think whose salary that might have
7 been. Like I said, sir, it would never be enough to
8 truthfully be able to get enough detail in here. That's
9 why we had the in-person meetings to go over each one of
10 these individually.

11 Q All right. So you admit that these accountings
12 do not fully disclose the administration of the trust,
13 correct?

14 A What I believe is that Stan and I hired the
15 qualified professionals that we relied on, Kevin Riley, as
16 well as Bob LeGoy and Brian McQuaid. Said that this is how
17 you account for an estate, a trust like this, and this is
18 the way that you do it. And so this is what we did.

19 Q You admit that these accountings do not fully
20 disclose information about the property and the
21 administration of the trust, don't you?

22 A I don't think you could ever put all that
23 information in a particular document, just an accounting,
24 and I don't think that's what these documents were intended

1 to do.

2 Q That's a yes, right?

3 A Yes, I would say that you could never put all of
4 these disclosures in this.

5 Q So these accountings do not contain full
6 disclosure, do they?

7 A They are consistent with what state law is. And
8 this is what we were required to disclose per the state
9 law. Because these entities are so complicated and so much
10 detail going on with each one that's why we had in-person
11 meetings to go over these line by line.

12 Q And where are the meetings documented?

13 Do you have a calendar that shows all the
14 meetings that you had?

15 A There's emails, yeah.

16 Q No, I said do you have a calendar that shows
17 where all the meetings were had?

18 A When they were at?

19 Q When they occurred.

20 A The first one that I recall --

21 Q No, I don't need that.

22 I'm asking do you have a calendar that contains
23 something that documents that meetings occurred?

24 A Very likely. Probably still on my calendar

1 those dates. But I have emails to the effect of when those
2 meetings were.

3 Q Where are the conservation easements that are in
4 that accounting. Where are those?

5 \$19,000,000 worth of conservation easements that
6 the beneficiaries were not told about, right?

7 A No, the beneficiaries were told about the
8 conservation easements in detail. We would sit down with
9 Wendy and show her the maps of where the conservation
10 easements were going.

11 Some of those were talked about, like I said,
12 before dad passed away. And some of them we did a lot
13 after the fact.

14 You can't show all of that information in here.
15 I don't know exactly -- I guess what I'm saying is that we
16 just wouldn't put that type of information on where a
17 conservation is on a specific piece of property.

18 Q They're not in the accountings, are they, sir,
19 the conservation easements?

20 A Kevin Riley --

21 Q No, sir. I'm asking you.

22 A I'm going to tell you that Kevin Riley, on the
23 conservation easements, when a conservation easement comes
24 in, and Kevin has a debt in there with a hyphen on Buckhorn

1 Land & Livestock, that it is below the value, the debt
2 exceeds the value of the property, when the conservation
3 easement comes in, and pays down the debt of Buckhorn Land
4 & Livestock, which then in turn creates the value of the
5 property. Then, you see, as those debts get paid down
6 Buckhorn Land & Livestock start showing up without a hyphen
7 and showing that it has value.

8 Q Do you believe the conservation easements have
9 value?

10 A Absolutely.

11 Q Then why didn't you put them in the accountings?

12 A I'd have to defer on that question.

13 Q Do you have any idea what's gone on with this
14 trust?

15 A Absolutely, sir.

16 Q Okay.

17 A I've been working on this thing nonstop since
18 dad passed away.

19 Q Well, then why can't you answer these questions?

20 A Because when we have questions like this, we
21 have our weekly meetings. If we have accounting questions,
22 or things like that, we are having discussions with the
23 people who are helping us do this.

24 So we're relying on them. If we have a

1 question, we ask Kevin Riley to us or ask Bob LeGoy to
2 explain it to us and help us, Stan and I and Mike, to make
3 sure we're doing this stuff right.

4 Q When you have a value that a trust owns that's
5 not listed in that accounting and you swear that the
6 accountings are true and correct, you're misrepresenting
7 that to everybody in this courtroom, aren't you?

8 A I don't believe that to be the case because
9 there are professionals who prepared the accountings and
10 have told us what needs to be filed, they're the ones that
11 have provided and prepared all of the documentations for
12 the court filings, and we rely on them to prepare those
13 properly.

14 Q And you know for a fact that these accountings
15 do not contain all the information regarding the
16 administration.

17 You've already said that, correct?

18 A Not every discussion that we've had on Monday,
19 and every decision that we've ever made with respect to the
20 trust, is not in here.

21 Q Doesn't contain all the debts, doesn't contain
22 all the information regarding the businesses, doesn't
23 contain the value of the conservation easements, does it?

24 A I'd have to defer to Kevin Riley.

1 Q Yet you've represented that that's an accurate
2 depiction of the trust administration, correct?

3 A I believe this is an accurate depiction of the
4 accounting that was prepared for the trust.

5 Q I'll take that. That's a representation of the
6 accounting you prepared.

7 I'm talking about full disclosure of the
8 administration of the trust.

9 You've never done that, have you?

10 A We did what we were told to do, which was
11 provide this document per state law, and the only way that
12 we decided to be able to do anything in addition was to
13 have meetings to go over it.

14 Q You have talked about the Crummey letters
15 earlier, and you said this was an agreement from the
16 beneficiaries to allow the insurance premiums to be paid.

17 Do you remember that?

18 A It was -- yes, I do recall the Crummey letters,
19 yes, I do.

20 Q Crummey letters are designed as a, a tax
21 transfer planning vehicle to allow the donations to be made
22 into a trust, the beneficiaries the opportunity to withdraw
23 that money, but then deny that opportunity so that an
24 annual exclusion gift can be paid.

1 Do you know that?

2 A Don't know all that terminology about that.

3 Q It didn't have anything to do with the insurance
4 premium, per se, it had to do with an estate gift tax
5 planning mechanism, didn't it?

6 A Yes, the Crummey letters weren't something that
7 we were sending like life insurance companies, is that what
8 you're saying?

9 Q Once they get into the trust then you can go pay
10 the life insurance or whatever you need to pay, but the
11 opportunity to withdraw the money is required in order to
12 claim it as a gift for gift tax purposes?

13 A Yes. It was more -- it is, it's associated as a
14 gift tax. The Crummey letters aren't something that go to
15 the life insurance company, my understanding. But it was
16 something that could be required to be seen by either the
17 insurance company possibly, and/or, or internal of
18 accountants, attorneys, etc.

19 Q And you --

20 THE COURT: Wait. Ladies and gentlemen, if
21 you'll stand and stretch for a moment. It's been an hour.

22 Counsel, you may continue.

23 MR. SPENCER: Thank you.

24 BY MR. SPENCER:

1 Q As an aside, it's a funny -- the Crummey letters
2 are called that because of a case with a person named
3 Crummey, C-R-U-M-M-E-Y?

4 Do you know that?

5 A I'm not sure.

6 Q Okay. I have just wanted to put that out there.
7 Anyway, the Crummey withdrawal power is required
8 to be able to claim that gift, and do you know the
9 mechanisms or the mechanics of doing that?

10 A I don't.

11 Q Did you know that the Crummey letters must be
12 signed within 30 days of the date that the gift of the
13 trust was made?

14 A I do recall that.

15 Q That's actually in the letters themselves.

16 MR. LATTIN: No objection.

17 MR. SPENCER: May I approach, your Honor?

18 THE COURT: Yes.

19 MR. SPENCER: Madam Clerk, may I mark this
20 exhibit.

21 THE CLERK: Exhibit 554 for identification.

22 (Exhibit Number 554 was marked for
23 identification.)

24 THE COURT: Without objection it is admitted.

1 (Exhibit Number 554 was
2 admitted into evidence.)

3 BY MR. SPENCER:

4 Q You testified earlier today the Crummey letters
5 were signed a week after your father died, right?

6 A Not all of them. But there were some of them
7 that I was behind on.

8 Q And so these date back to 2009, 2010, 2011, do
9 you see all that?

10 A I do.

11 Q At the top, 2009, April 2009 and it says:

12 You have the right to withdraw said
13 amount at any time within 60 days of
14 receipt of this notice. And payment
15 will be made to you in cash or in
16 kind, or both, within 30 days of
17 receipt of your written request for
18 withdrawal.

19 A I do see that.

20 Q And then, the procedure typically is the
21 beneficiary can take their money; typically the procedure
22 is to decline to take the gift into the trust, which is
23 what y'all did?

24 A Yes, every time it was always a decline because

1 we wanted to get, dad want to keep the payments current on
2 the insurance.

3 Q So not within the 30 days of the gift being made
4 to the trust, but the week after your father's death the
5 Crummey letters were caught up, right?

6 A Yes.

7 Q Okay. And so that would be the fact that you,
8 you state in here that you decline -- let's look at page
9 TJ 0250, Exhibit 554, right there at the top, you tell the
10 other beneficiaries they needed to sign these Crummey
11 letters also the week after your dad died?

12 A We, I did, yes. We were trying to get them all
13 caught up in case Kevin, the insurance company, whoever
14 would need them, we had them ready.

15 Q And these purport or at least show that they
16 were signed back in 2009, 2010, '11 and '12, even though
17 they were actually signed the week after your dad died?

18 A There's -- some of them had been signed earlier
19 on, but then we were catching up on some of them, which
20 were more like -- because they started being more monthly
21 payments, so there was -- I would say from maybe December
22 range, December through April, that they were catching up
23 on.

24 Q And you told your beneficiaries of the trust

1 that it was okay to sign these Crummey letters the week
2 after your dad died?

3 A Yeah, we were following up on housekeeping
4 issues and getting them done.

5 Q You've also testified that the family trust was
6 not insolvent, correct?

7 A I believe so.

8 Q Okay. And that was around the time of your
9 father's death, right?

10 A Could very well be, yes.

11 Q Okay. And the debt that was paid off, whatever
12 it was, was paid off with either the property selling and
13 the lien being discharged or the conservation easement
14 money, is that right?

15 A That's part of it.

16 Q So \$6 million that was outstanding, the Pioneer
17 Group was paid off when that sold, right?

18 A Yes.

19 Q And the -- we've heard about the Lake Tahoe
20 transaction, and that's \$6.3 million owed to Bank of
21 America was paid off when the SSJ Issue Trust put the money
22 into Incline, right?

23 A Yes. SSJ put money into Incline. Incline paid
24 off SSJ, LLC, and then yes, it flowed to the family trust

1 and then eventually paid down the debt, that's correct.

2 Q That's a little shy of \$11 million that was paid
3 down, is that correct?

4 A Yes.

5 Q Just because of the nature of those
6 transactions, right?

7 A Yes.

8 Q And there were debts related to the Fly Geyser
9 sale that were paid off at the time of sale?

10 A Yes, we did pay down debt at the time of the
11 sale, correct.

12 Q How much debt was paid down at that time?

13 A I'd say close to, close to about a million
14 dollars.

15 Q Okay. So that would be about a little shy of 12
16 million dollars paid down, right?

17 A Yes.

18 Q And then you mentioned the improvements that are
19 part of the conservation easement, but then \$15 million in
20 cash came in from the conservation easements.

21 A I don't think it was quite that high. It was a
22 little less than that but total was even higher than that
23 with the improvements.

24 Q With the improvements it was 19 million, but you

1 said some of that was attributed to the improvements that
2 have been or are going to be made?

3 A That is correct.

4 Q So cash-wise it was around 15 million, wasn't
5 it?

6 A I think it was less than 12 or 13 million range,
7 14 range.

8 Q Well, that was -- okay, well, we'll check that,
9 but the -- are you saying now that there's \$6 million in
10 improvements from the conservation easements?

11 A Yeah. For example, Smoke Creek loan has in
12 excess of \$4 million.

13 Q All right. So 12 or \$13 million in cash used to
14 pay down debt?

15 A Yes. It doesn't really come into the family
16 trust, and then it goes back out to pay the debt.

17 For example, it happens right at the entity
18 level, Buckhorn does an easement, Buckhorn gets cash,
19 Buckhorn, who pays down its debt, and the family trust
20 doesn't see the proceeds, but the, the obligations on those
21 exterior entities in the contingent obligations get, start
22 getting paid down.

23 Q Okay. And so that would, that would add up to,
24 if you add that, that would be in the 24-to-25

1 million-dollar range of debt paydown?

2 A It's very difficult to do the math that way just
3 because on each one of these sales there's taxes that are
4 due on the sale of the property or the sale of the
5 easements. There's interest carrying, there's expenses, so
6 not all of the income that was generated from some of these
7 sales paid off all the debt. But, yes, it's -- for the
8 most part.

9 Q Using trust property to pay down trust debt,
10 right?

11 A Right. It's there, for example, in Buckhorn,
12 the trust had a 25 percent ownership. So the trust has a
13 25 percent ownership, but it's not a full 100 percent
14 ownership. So we have to get other partners to agree
15 within these entities to be able to agree to be able to put
16 a conservation easement on the properties as well so we can
17 receive the income to pay down debt.

18 Q And let's -- let's shift over now to, you were
19 asked questions about the Exhibit 14, the ACPA there, do
20 you recall that one?

21 A Yes, I see it.

22 Q And you said that there were discussions outside
23 of what's written in this ACPA?

24 A Yes.

1 Q Where is the documentation that those
2 discussions occurred?

3 A Didn't document the discussions, there's
4 probably texts showing when we were reading and things like
5 that.

6 Q And at the time this occurred, you were in a big
7 hurry to get it done, right, and I'm talking about the
8 Exhibit 14 ACPA?

9 A We wanted to get it done to get a decision
10 finalized so we knew what we were doing. If it was going
11 to be approved by Stan and Wendy, then we were going to go
12 one route, and if it wasn't approved, then we would go a
13 different route.

14 Q And we saw earlier that last week the effort
15 that was made to get the insurance proceeds immediately the
16 day after your father died, right?

17 A We did we talked about that, and I mentioned the
18 fact that I contacted Geoff Grenert, to let him know that
19 dad passed away. And then we talked about the fact that we
20 had the letter that insurance, insurance had lapsed.

21 Q Um-hum. And big hurry to get this done, June
22 5th, 2013, within six weeks of your father's death, right?

23 A We needed to make this decision so we knew what
24 path that the family trust and the Issue Trust was going to

1 take, that is correct.

2 Q Um-hum. Didn't bother to use the funds, though,
3 until March of 2014, did you?

4 A Could you say that -- that is confusing. I'm
5 sorry.

6 Q You paid off the B of A mortgage in March of
7 2014, right?

8 A That was when we did the refinance. But are you
9 asking when we started to utilize the \$6 million?

10 Q \$4.9 million paid to B of A, March of 2014,
11 correct?

12 A No.

13 Q Okay.

14 A What I recall was less than that. The reason
15 why this was important was because the family, the family
16 trust at this time had no money. No cash. As well as the
17 income from Bronco Billy's that normally was coming in,
18 wasn't able to come back to the family trust anymore. The
19 casino operation was holding those funds, so we didn't have
20 any income coming into the family trust, and it didn't have
21 any funds.

22 So what we started doing with the \$6 million is
23 once we agreed that we could use some or all of it for a
24 purchase into Incline TSS based off the appraised value, we

1 started flowing money in probably about July. And I think
2 that you said that it was March of 2014. But it was really
3 probably July or August of 2013.

4 So money started flowing in from SSJ Issue
5 Trust, to Incline TSS, to SSJ, LLC, and then to the family
6 trust, and those proceeds that were coming in, was what
7 funded the family trust through that March time frame.

8 Q You were spending Issue Trust money through
9 Incline TSS back to the family trust, is that right?

10 A Yes, it would make, it would come from SSJ Issue
11 into Incline TSS, to SSJ, LLC, as I recall, and then it got
12 back into the family trust because there was a differential
13 between what the debt was owed on the property, which was
14 \$6.3 million due to Bank of America, and the differential
15 between the \$6.3 million and the \$7.2 million purchase
16 price, which was approximately a hundred thousand dollars.
17 And those funds needed to go back into the family trust.

18 Q Where is that disclosed in the ACPA. It's not,
19 is it?

20 A I don't see that. We didn't have that game plan
21 in there, in the ACPA. It was just that we could use some
22 or all of the funds to acquire interest in Incline TSS.

23 Q You know as a, a trustee, you're supposed to
24 update the beneficiaries regarding when and how those funds

1 were supposed to be used, right?

2 A I did.

3 Q Where?

4 A Because it was the only place that money was
5 coming from, and everybody knew the game plan where, how
6 the funds were coming in to keep the family trust alive
7 from about that July time frame through March of 2014.

8 I mean, it was really apparent and obvious where
9 and how Kevin Riley had structured where the funds were
10 going to flow through since the money was able to be
11 generated in the family trust.

12 Q There's no written disclosure anywhere, or at
13 least around this ACPA, regarding a notice of proposed
14 action or an ACPA relating to pulling the money from the
15 Issue Trust into Incline, back to SSJ, LLC, back to the
16 family trust, how all that is going to be documented in the
17 way of notes or distributions.

18 There's nothing like that, is there?

19 A That document you just had on the screen says
20 that, that we're going to use some or all of the funds to
21 buy into Incline TSS.

22 And that's what was happening, is when they were
23 transferring funds into Incline TSS, that was moving them
24 towards their purchase of the property.

1 Q My question was is there is a notice of proposed
2 action or an agreement and consent to proposed action
3 regarding those issues?

4 A Bob LeGoy and Brian McQuaid said we didn't need
5 to do an additional ACPA to address that.

6 Q And you signed that ACPA in your individual
7 capacity, didn't you?

8 A It's possible.

9 Q Well, look at page 3 of Exhibit 14.

10 A Okay.

11 Q Right there. Primary beneficiaries.

12 A Yes, I do see that.

13 Q In fact, you have signed all the ACPAs in your
14 individual capacity, didn't you?

15 A I'm not sure. Brian McQuaid prepared these so
16 I'm not sure how he did each one. I'm not sure.

17 Q Just we won't go through them all, but just turn
18 to Exhibit 15, please, the signature page.

19 Todd individually, right?

20 A I think we were the primary -- Stan, Wendy, and
21 I were the primary beneficiaries. And I see where it says
22 Todd B. Jaksick.

23 Q And one more exhibit. Exhibit 16, signature
24 page.

1 You signed that in your individually capacity,
2 didn't you?

3 A I see that, primary beneficiaries again, yes.

4 Q And you never in your individual capacity
5 stopped and said, hey, wait a minute, this is wrong or
6 Wendy, you might not want to sign this because you don't
7 know everything, or we're going to do something else, you
8 never did any of that, did you?

9 A That was the whole purpose of having an ACPA,
10 was Wendy, this, this is what we're thinking we're doing,
11 take a look at this, do you like the concept, if you do,
12 great, let's sign it, that's why they're called agreements
13 of consent. And if she didn't like it then we wouldn't go
14 forward with the transaction.

15 Q Answer my question, please.

16 In your individual capacity when you were
17 signing these documents, you never stopped and said hey,
18 Wendy, you know, you may not want to sign this because, or
19 didn't tell her to think about this, that, or the other,
20 did you?

21 A I didn't think of things that way.

22 Q All right. And so you acquiesced in the signing
23 of that document in your individual capacity, too, didn't
24 you?

1 A If that's, that's a technical term. I guess
2 it's possible. I see my name as Todd B. Jaksick.

3 Q And were you making representations in relation
4 to those ACPAs as trustee, in your individual capacity,
5 both or what?

6 A Everything that we did on those ACPAs was all
7 based off of trust decisions.

8 Q And you, the trust decisions based upon the team
9 meetings, right?

10 A Yes.

11 Q Um-hum.

12 A Um-hum.

13 Q And you participated in those, didn't you?

14 A I did.

15 Q And it's true, isn't it, that you signed your
16 name, your dad's name to documents?

17 A I did. When I had his power of attorney.

18 Q And you signed some documents before you had his
19 power of attorney, right?

20 A No, the date was inaccurate on those, on those
21 water deeds that we had showed Pierre Hascheff's office.

22 Q So you backdated that, right?

23 A No, I did not backdate those. The date was
24 improper when I signed them on December the 28th.

1 Q And you were the intermediary between your
2 father and Pierre, weren't you?

3 A I wouldn't say I necessarily was intermediary.
4 It depends on what transaction or things you're talking
5 about.

6 With Pierre we had a whole host of different
7 transactions we were working on with various entities. And
8 dad and I would go to meetings with Pierre. Sometimes I
9 would just go to meetings with Pierre.

10 You have to be more specific as to what you're
11 talking about. Because there was a lot of time spent with
12 Pierre on dozens and dozens and dozens of transactions.

13 Q You contacted Pierre on behalf of your dad,
14 didn't you?

15 A Sometimes, depending on, for example, a
16 Jackrabbit transaction that we were working on. Dad and I
17 would go down and talk to Pierre about the transaction and
18 then there was times where I was working on the Jackrabbit
19 transactions myself, and when we got down towards the end
20 of transactions, my dad would always be involved in making
21 the decision.

22 Q I know you want to say that. That wasn't my
23 question.

24 My question was you contacted Pierre on behalf

1 of your dad, didn't you?

2 A And I'm saying on behalf of entities, yes, I
3 did.

4 Q On behalf of your dad?

5 A On behalf of my dad? I never looked at it that
6 way. I just was working with Pierre to get some of our
7 deals done.

8 Q And Pierre worked on documents of your dad's
9 with you, didn't he?

10 A For entities that we were working on
11 transactions.

12 Q Of your dad?

13 A Of the entities.

14 MR. SPENCER: I'll show you this, and then I'll
15 be finished.

16 I'll need, Madam Clerk, Volume I of
17 Mr. Jaksick's deposition.

18 THE CLERK: Yes.

19 Deposition opened and published.

20 MR. SPENCER: May I approach?

21 THE COURT: Yes.

22 THE WITNESS: Okay.

23 BY MR. SPENCER:

24 Q Let me ask you this.

1 There were times that you went to Pierre and
2 your dad was not there, correct?

3 A Yes.

4 Q All right. let me have you look at page 24 of
5 your -- Volume I of your deposition taken on August 13th of
6 2018.

7 A Okay. I'm there.

8 Q And I'm referring you to page 24, line 2, and
9 you said about -- you talked to Pierre on behalf of your
10 dad about entities.

11 My question was, or the question was:

12 So you did contact Pierre on behalf
13 of your dad, though?

14 A Okay.

15 Q And your answer was what?

16 A "Yes."

17 Q (Reading.)

18 So not just the entities, on behalf
19 of your dad, right?

20 A (Reading.)

21 Yeah, dad would have me call Pierre
22 to do, help to do some of the work on
23 the transactions that we were working
24 on.

1 Q Would you go ahead and read the rest of your
2 answer.

3 A (Reading.)

4 Yes, I would say that over the times,
5 there was definitely times that I
6 would be asked to go and work on
7 something.

8 Q And then the question was:

9 And then Pierre would work with you
10 on that document?

11 A Read it again.

12 Q I'm sorry. Line 7.

13 A I know. Do you have want me to read it again?

14 Q (Reading.)

15 And then Pierre would work with you
16 on that document?

17 And then you answered?

18 A (Reading.)

19 Yes. Pierre and I would work on
20 certain things. And then dad would
21 come in and be involved, or there is
22 times obviously that dad goes down,
23 and I'm not there. But, you know, I
24 mean, it was just of a working,

1 following basically dad's directions
2 to get some of the things done and
3 completed.

4 Q (Reading.)

5 There were times that you went to
6 Pierre, though, that your dad wasn't
7 there?

8 And your answer was what?

9 A (Reading.)

10 Yes.

11 MR. SPENCER: Your Honor, I pass the witness.

12 THE COURT: Ladies and gentlemen, during this
13 recess. Please do not discuss this case amongst
14 yourselves.

15 Please do not form or express any opinion about
16 this matter until it is submitted to you.

17 We'll be in recess until 10:30.

18 (Whereupon a recess was taken.)

19 (Whereupon the following proceedings were
20 had outside the presence of the jury.)

21 THE COURT: We're in the courtroom -- be seated,
22 if you'd like -- out of the jury's presence.

23 Deputy Koss is present. I learned 30 seconds
24 ago from Deputy Koss that one of our jurors yesterday

1 claims to have fallen in the courthouse, and may be
2 ascribing some liability to the court, and is claiming some
3 form of injury.

4 And so when that was reported to Deputy Koss
5 this morning -- you acquired paperwork to complete an
6 incident report or something of that nature?

7 That's the extent of my knowledge, Counsel.

8 THE BAILIFF: Yes.

9 THE COURT: All right. I just don't ever want
10 to know anything that counsel does not know.

11 MR. ROBISON: Can I give him my card?

12 THE COURT: So I don't know that there's
13 anything else to do or say, but I just want you to know.
14 And I'll keep you informed along the way.

15 MR. LATTIN: The injury that they're saying
16 occurred doesn't impact any ability to sit or anything like
17 that?

18 THE COURT: All I know is there were injuries.

19 Do you know what part of, his body part that
20 he's making claim to?

21 THE BAILIFF: He's claiming soreness in his
22 right wrist area and his right torso. Upper right leg
23 area.

24 THE COURT: Okay. Bring in the jury, please.

1 (Whereupon the following proceedings were
2 had in the presence of the jury.)

3 THE COURT: If you'll all be seated, please.
4 Counsel, you may commence your redirect
5 examination.

6

7 REDIRECT EXAMINATION

8
9 BY MR. ROBISON:

10 Q I have one question for you so we can get this
11 case to the jury.

12	Do you mind if I don't ask you any questions?
----	---

13 THE WITNESS: Yes, that's fine by me, sir.

14 MR. ROBISON: No questions.

15 MR. SPENCER: No further questions, your Honor.

16 THE COURT: You may step down.

17 MR. ROBISON: But you still have to be here.

18	I call Bob LeGoy as our next witness.
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19 (Whereupon the witness was sworn.)

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1 BOB LEGOY,
2 called as a witness in said case,
3 having been first duly sworn, was
4 examined and testified as follows:

5
6 DIRECT EXAMINATION

7
8 BY MR. ROBISON:

9 Q Good morning.

10 A Good morning.

11 Q Please state your full name.

12 A Bob LeGoy, L-E-G-O-Y.

13 Q What's your business or occupation, sir?

14 A I'm an attorney.

15 Q How long have you been an attorney?

16 A 42 and a half years.

17 Q Would you please give the jury a description of
18 your educational background?

19 A Yeah, I graduated from the University of Nevada
20 in accounting in 1973. And that was such a long time ago
21 that Nevada didn't have a law school. So I went to the
22 University of Notre Dame Law School in northwestern
23 Indiana.

24 Q And when did you graduate from law school?

1 A 1976.

2 Q With your accounting degree have you pursued CPA
3 credentials?

4 A I have not.

5 Q And so the accounting degree and the law degree,
6 what field of law have you found your practice in?

7 A I call myself a tax lawyer.

8 Q With what firm are you affiliated?

9 A I'm with the law firm of Maupin, Cox & LeGoy law
10 firm, and I've been with that same firm ever since I
11 started practicing in 1976.

12 Q Is one of the major areas of practice
13 concentration at your firm estate planning?

14 A It is.

15 Q How many lawyers in your firm engage in that
16 kind of practice?

17 A We have 10.

18 Q That do estate planning?

19 A Estate planning and help trustees administer
20 trust and help executors administer estates.

21 Q Does that include drafting trust documents, sir?

22 A Yes.

23 Q And does it include drafting wills and other
24 estate testamentary-type documents?

1 A Yes.

2 Q While you've been at the firm, can you give us a
3 rough estimate of how many trusts your firm may have
4 prepared for local residents?

5 A I have no idea. But I'm, I've done hundreds
6 myself.

7 Q All right. Are you also licensed in California?

8 A I am licensed in California.

9 Q How long have you been licensed to practice law
10 in the State of California?

11 A Since 1977.

12 Q And do you hold any special, what are those
13 called, special --

14 A Yeah, I'm certified as a tax law specialist in
15 the State of California. I had to practice more than 50
16 percent of the time for five years, and I had to pass a
17 special bar exam to get that certification.

18 Q That's above and beyond the bar exam that the
19 rest of us take to be a lawyer?

20 A That's correct.

21 Q You've been nominated for how many years in the
22 Super Lawyers in the Western United States?

23 A I don't know when I was first nominated.

24 Q Been several years that you've received that

1 designation?

2 A Yes.

3 Q And you also then have been designated by your
4 peers to be among the best lawyers in America with respect
5 to your practice, correct?

6 A Yes.

7 Q Did you know Sam Jaksick?

8 A Sam?

9 Q Yes, sir.

10 A Yes, sir. I was hired to represent him for a
11 period of time.

12 Q Do you know the period of time that you
13 represented Mr. Jaksick?

14 A Yeah, I represented him from 2006 to probably,
15 sometime in 2010.

16 Q Would you describe for the jury what kind of
17 individual he was from a business standpoint?

18 A He, I call him the Great Sam Jaksick because he
19 was an extraordinary businessman. He is the most
20 successful residential real estate developer in the history
21 of Reno. He developed Lakeridge, Caughlin Ranch, Montreux.
22 An extraordinary businessman and an extraordinary person.

23 Q Did you get to know his propensities with
24 respect to how he did things and documenting his estate?

1 A Yes.

2 Q Are you the author of the 2006 Restated Trust
3 Agreement, sir?

4 A Yes.

5 Q Are also the author of the SSJ Issue Trust?

6 A Yes.

7 Q Tell us about the complexity from your
8 perspective of the SSJ Issue Trust?

9 A The SSJ Issue Trust is unique in the sense that
10 nothing is ever to be distributed from that trust to its
11 beneficiaries. A trustee manages it, and it's to hold
12 properties that can then be used by family members.

13 Mr. Sam Jaksick wanted some particular special
14 ranch properties that he had up in northwestern Nevada. He
15 wanted to preserve them, he hoped forever, for his family,
16 and so that's why that trust is designed that way.

17 Q Now that trust enumerates 28 separate paragraphs
18 that describe the powers given to the trustee.

19 Describe what the powers clauses are generally
20 for us, please.

21 A The, Nevada is unique in that Nevada is one of
22 the, is either the first or the best state in the United
23 States for a person to set up their trust because Nevada
24 has statutes that our legislature has enacted, statutes,

1 actually black-and-white laws, and the Governor has signed
2 them, to allow people to design their trusts about any way
3 that they want and have a great deal of freedom.

4 So those 28 powers, when we draft them, they're
5 very broad.

6 They give the trustee in charge very broad
7 powers as to how to manage and dispose of the properties
8 that are in the trust.

9 Q Now that instance Sam designated whom to be the
10 sole and exclusive trustee?

11 A He did.

12 Q He designated who?

13 A I'm sorry. I don't hear that well, and I didn't
14 bring my hearing aids. I apologize. He designated his son
15 Todd Jaksick to be the sole trustee of the SSJ Issue Trust.

16 Q Do you know why?

17 A Well, I think Sam had worked closely with all
18 three of his kids -- Wendy, Stan and Todd.

19 And I think on the ranching properties and on a
20 lot of other business and investments he worked very
21 closely with Todd. And he, he felt like Todd would do the
22 best job of any person, not just among his family members,
23 but of any person or any entity to manage the assets that
24 were in that trust.

1 And, and we even talked to him about the fact
2 that hey, Todd is going to have a conflict of interest
3 because he's going to be a trustee, and he's going to be a
4 beneficiary. And, and Sam said that's fine. He'll do a
5 great job.

6 Q In most trusts that you're familiar with,
7 Mr. LeGoy, is it common that the successor trustee is also
8 a beneficiary?

9 A In our practice in the State of Nevada it's very
10 common that a family member serve as a trustee and that
11 that family member is also a beneficiary of the trust.
12 It's very common.

13 Q All right. And so in that instance, if one
14 becomes a successor trustee like Todd did in the family
15 trust, he has to look out for the interests of his
16 beneficiaries of that trust, and he himself might be a
17 beneficiary, yet he's a trustee for other beneficiaries.

18 How does that work out in terms of conflict of
19 interest?

20 A Well, it's a conflict of interest, but his first
21 priority has to be to the beneficiaries. And, and so he,
22 he's, he operates the trust with the beneficiaries in mind.
23 And, and, and but of course he's a beneficiary, so he can
24 conduct business with the trust on his own, but it has to

1 be fair to the beneficiaries.

2 Q We have in evidence, and the jury will be able
3 to see Exhibit 10, which is the SSJ Issue Trust, why does
4 Sam give Todd all of the powers enumerated in those 28
5 paragraphs?

6 A Because as the term trust means, you turn it
7 over to somebody that you trust. Trustee is somebody you
8 trust. So obviously he had complete trust in Todd to
9 operate that trust.

10 Q Now as we fast forward in time, are you aware
11 that Sam's death was approximately April 21st, 2013?

12 A Yes.

13 Q All right. And then did your firm become
14 involved in providing legal assistance and consultation for
15 the co-trustees of the family trust?

16 A Yes.

17 Q And did you also provide legal services and
18 advice with respect to Todd's administration of the SSJ
19 Issue Trust?

20 A Yes.

21 Q Are you aware of a decision that was made to
22 take life insurance proceeds of which the Issue Trust was
23 beneficiary and put those into the entity that owned the
24 Lake Tahoe house?

1 A Yes.

2 Q Tell us about that, please.

3 A Yeah, so when people -- when wealthy people buy
4 life insurance, if they just own the life insurance, then
5 when they die, it's taxed in their estate, at an estate tax
6 rate of 40 percent. The Federal government takes 40
7 percent of that life insurance.

8 So what we tax lawyers do is we'll set up an
9 irrevocable trust, very carefully designed and drafted
10 trust to own that life insurance. And we name an
11 independent person as the trustee. We don't want the
12 insured to be the trustee.

13 So Sam set up the SSJ Issue Trust, naming Todd
14 as the trustee. And then Todd as the trustee went and
15 applied for a \$6 million life insurance policy on Sam's
16 life.

17 Then when Sam passed away, that \$6 million came
18 into the SSJ Issue Trust free of estate taxes. We saved
19 \$2.4 million in taxes for the family by very carefully
20 structuring the SSJ Issue Trust.

21 So in a life insurance trust, when you do one of
22 these life insurance trusts, most of these wealthy people
23 have purchased the life insurance so that it will pay their
24 estate taxes, or it will pay other creditors of the estate.

1 And you have to get the money out of the trust
2 back to the family trust or back to the will, so that it
3 can pay those, those expenses. You don't pay the creditors
4 or the tax directly out of the SSJ Issue Trust.

5 So what a lot of these trusts will do, they'll
6 buy assets from the family trust or from the estate so that
7 the cash ends up where it's needed, to pay the creditors.

8 So what Todd did was with the consent, the
9 written consent of Stan and Wendy, he bought what had been
10 his father's house at Lake Tahoe. He bought 54 percent of
11 it.

12 Now that house at Lake Tahoe had a huge --

13 Q The Issue Trust bought the 54 percent?

14 A Yes. The SSJ Issue Trust.

15 Q With the insurance proceeds?

16 A With the insurance proceeds. Bought the house
17 from -- bought the house, and paid down the debt on that
18 house.

19 Mr. Sam Jaksick had over 6 million in debt on
20 that house. And so the, the life insurance proceeds, 5
21 million of the life insurance proceeds were used to pay
22 down that debt.

23 And that brought that Lake Tahoe house back into
24 the family, brought it into the SSJ Issue Trust where it

1 could be retained for 365 years for the use and benefit of
2 Sam's family.

3 And, and they understand that, how it was owned.
4 I mean --

5 Q How it was zoned?

6 A How it was owned. You can't hear any better
7 than I can.

8 Q Okay. We're not going to do that again.

9 A I'm sorry. I'm sorry.

10 Q Were you particularly supportive of the Issue
11 Trust using the insurance proceeds to buy into the entity
12 that owned the Lake Tahoe house?

13 A Absolutely. For the type of work I do SSJ Issue
14 Trust has been a home run. Saved the family about \$3
15 million in taxes, and it's preserved -- Sam's favorite
16 ranching properties and 54 percent of his Lake Tahoe house
17 forever -- for 365 years.

18 Q So the Issue Trust has an asset, \$6 million in
19 life insurance proceeds.

20 So it got 54 percent of an asset with that \$5
21 million, correct?

22 A Yes.

23 Q And now there's been testimony the house is
24 worth anywhere from \$16 to 18 million, which means that 54

1 percent interest appreciated by some \$4 million.

2 Does that make sense?

3 A That's a beautiful thing.

4 Q That's good thing for the Issue Trust, right?

5 A No, that, that trust will never again, what's in
6 that trust will not, for 365 years, be subject to death
7 taxes again as it rolls through the generations.

8 So that appreciation is going to stay in that
9 family without ever being subjected to death taxes.

10 Q Now with respect to the family trust, you
11 mentioned that you were involved in drafting the 2006
12 restated trust for Sam Jaksick?

13 A Yes.

14 Q And did that necessitate several meetings
15 between you and he and an analysis of his estate?

16 A Yes.

17 Q And what's the purpose of that family trust,
18 sir?

19 A Well, the family trust, it's a revocable and
20 amendable trust while the person is alive. And it's, it's
21 your basic estate planning document.

22 It directs how all of your assets that you will
23 own, that you don't put in a trust like this SSJ Issue
24 Trust or give to your kids, all the assets you own, how

1 they're going to be distributed upon your death.

2 Who are the beneficiaries going to be? How long
3 are they going to stay in trust? How long are the assets
4 going to stay in trust? Or are they going to be
5 distributed right away? And who is the trustee going to be
6 to manage the, the assets that are in that trust?

7 Q So once you draft and get the signatures on the
8 2006 restated trust agreement, fast forward.

9 Were you involved in any efforts to amend it by
10 and through the Second Amendment?

11 A No.

12 Q Do you recall that Sam asked you there at the
13 end of 2012 for assistance with respect to amending his
14 estate plan?

15 A And, I'm sorry, I didn't hear the question.

16 Q I'm sorry. Do you recall Sam attempted to
17 utilize your services to amend the 2006 restated trust
18 agreement?

19 A Yeah. I vaguely remember that.

20 You're asking me if I was asked --

21 Q Yes, sir.

22 A -- about -- I vaguely remember that I was. And
23 I was not able to do that is my vague recollection.

24 Q Do you recall that he had a sense of urgency

1 about the need to amend that trust?

2 A The Great Sam Jaksick always had a sense of
3 urgency about everything.

4 And I understand that he was going in for an
5 operation, some sort of medical procedure. And I found
6 that out at a later time. And I don't think I knew that at
7 the time. Because if I had known that he had a medical
8 issue, then I think I probably would have dropped
9 everything to try to help him out.

10 Q All right. Now after Sam's passing in April of
11 2013, did your firm help Todd administer the SSJ Issue
12 Trust?

13 A Yes, we did.

14 Q And did your firm help Todd and his brother
15 Stan, together with Kevin Riley as co-trustees, administer
16 the family trust?

17 A We did.

18 Q And looking back during your involvement, sir,
19 would you describe for the jury how Todd performed as the
20 co-trustee of the family trust?

21 MR. SPENCER: That's vague and broad.

22 THE COURT: Overruled.

23 THE WITNESS: I think that, that Todd Jaksick
24 and with, you know, help from his brother Stan and also

1 from their accountant Kevin Riley, have done an astounding
2 job on administering Sam Jaksick's family trust. And the
3 reason I say that is because I think, unbeknownst to
4 everybody, and unbeknownst to us, Sam died with about 30
5 million or more in liabilities.

6 When we first looked at his estate, we thought
7 it was probably insolvent. We didn't, we couldn't see
8 really how they would be able to pay off all the
9 liabilities and have anything left at the end. As a matter
10 of fact, somebody in our firm said look, I think they
11 should just sell everything and pay as many creditors as
12 they can and be done with it.

13 And so Todd and Stan and Kevin have worked
14 extraordinarily hard to, to pay down these liabilities, to
15 manage and pay down these liabilities. And they've done an
16 astounding job.

17 There's going to be an estate left at the end of
18 the day. And I think they satisfied a large number of
19 creditors who are, are -- probably feel good that they have
20 got their money.

21 Q Throughout the administration of family trusts,
22 sir, has your firm always been ready, willing, and able to
23 discuss all aspects of that trust and its administration
24 with Wendy Jaksick?

1 A Stan and Todd instructed us early on that if she
2 had any questions of us to take her phone calls and talk to
3 her.

4 Q And how has Kevin Riley done as the accounting
5 person for that family trust?

6 A I think Kevin Riley is a genius. He has done an
7 incredible job, and I don't think that Stan and Todd could
8 have accomplished what they accomplished in managing and
9 paying down these liabilities without his help.

10 He seemed like he, he knew every answer about
11 every asset and every debt any time you wanted to ask him a
12 question.

13 Q Are you aware of any prohibition, restriction or
14 limitation on Wendy Jaksick's ability to call Kevin Riley
15 and ask questions?

16 A None. I think he had the same green light that
17 we had to take her phone calls and speak with her any time
18 that she wanted.

19 Q Thank you, sir.

20 MR. ROBISON: No further questions.

21 THE COURT: Hold on a moment.

22 Any questions, Mr. Lattin?

23 MR. LATTIN: No questions.

24 THE COURT: Mr. Hosmer-Henner?

1 MR. HOSMER-HENNER: No questions, your Honor.

2 THE COURT: Thank you very much.

3 Mr. Spencer, you may cross.

4

5 CROSS-EXAMINATION

6

7 BY MR. SPENCER:

8 Q Mr. LeGoy, how are you this morning?

9 A I'm fine. Thanks. How are you?

10 Q Good. Do you have any idea why -- you mentioned
11 that you represented Sam from '06 to 2010, right?

12 A Right. Right.

13 Q Do you have any idea why he stopped going to you
14 for his estate planning work in 2010?

15 A I do not.

16 Q Okay. And you're aware of Mr. Hascheff, aren't
17 you?

18 A Yes.

19 Q Pierre Hascheff?

20 A Yes.

21 Q And you never had any conversations with Pierre
22 Hascheff prior to Sam's death regarding Sam's estate
23 planning, did you?

24 A No.

1 Q Pierre Hascheff never contacted you about any of
2 Sam's estate planning work that you had done for him prior
3 to him taking over, did he?

4 A No.

5 Q And you were not aware of the estate planning
6 work that Mr. Hascheff had done for Sam prior to Sam's
7 death, were you?

8 A No.

9 Q You were aware, though, that some work was done
10 to change what you had prepared for Sam, right; you became
11 aware of that?

12 A Not until after he passed away, I wasn't.

13 Q I'm sorry. I wasn't clear.

14 At some point you became aware of that, it was
15 after Sam's death?

16 A Yes.

17 Q Okay. And when you mentioned earlier that you
18 represented Todd as trustee of the Issue Trust and then the
19 co-trustees of the family trust, did you learn about the
20 other amendments to the 2006 restated version of the family
21 trust?

22 A And, I'm sorry, I didn't follow the question. I
23 apologize.

24 Q You mentioned you were representing the trustees

1 after Sam's death?

2 A Yeah.

3 Q Did you become aware of the various amendments
4 to the 2006 restated trust that you did?

5 A I became aware of one amendment.

6 Q The second amendment?

7 A Yes.

8 Q So you did you not know about the amendments in
9 between, did you?

10 A No.

11 Q And you were told that the second amendment was
12 the applicable amendment, is that right?

13 A Yes.

14 Q And so you operated, when you were representing
15 the co-trustees of the family trust, you operated under the
16 assumption that that was the operative -- the trust you did
17 in that second member of the operative documents?

18 A That's right.

19 Q You mentioned that you really liked Sam as a
20 person?

21 A Yes.

22 Q And you came to learn that he loved each of his
23 kids, right?

24 A Yes.

1 Q And he never wanted to disinherit Wendy in any
2 way, did he?

3 A He, in the 2006 family trust that I drafted he
4 gave her a reduced amount.

5 Q My question was do you know of any reason why
6 Sam would want to disinherit Wendy?

7 A No.

8 Q And there was a reduction, you mentioned the
9 reduction, but as far as excluding her or treating her
10 differently than Todd and Stan, you wouldn't know of any
11 reason for that, would you?

12 A The only way that he treated her differently is
13 she was not named as a co-trustee, and she had the
14 reduction in the amount that she was to receive from his
15 estate.

16 Q Okay. When you were representing the trustees
17 of the family trust, the co-trustees, it was up to Todd and
18 Stan to disclose information to the beneficiaries of the
19 family trust, regarding the administrative matters, wasn't
20 it?

21 A Nevada statute requires that the trustees give
22 the beneficiaries an accounting once a year.

23 Q That wasn't my question, sir.

24 A Well, that's the disclosure requirement.

1 Q The typical procedure for informing the
2 beneficiaries of the Jaksick Family Trust about
3 administrative matters coming out of team meetings was on
4 Todd and Stan, wasn't it?

5 A And I'm sorry, would you please repeat the
6 question. I apologize.

7 Q Yes. The typical procedure for informing the
8 beneficiaries of the Jaksick Family Trust about
9 administrative matters coming out of those team meetings
10 was left to Todd and Stan, wasn't it?

11 A And I'd say and Kevin.

12 Q Well, but it wasn't you, it wasn't your
13 obligation, or you didn't take on the role of providing
14 information, did you?

15 A No.

16 Q Okay. And possibly Kevin would be the, involved
17 with that disclosure, would you say that?

18 A You're saying when -- if somebody was going to
19 communicate with Wendy about trust activities, you want to
20 know who it is that would do that, is that the question?
21 I'm unsure of the question.

22 Q That's fine. You got it.
23 Who was assigned that role?

24 A Yeah, it would have been -- any of us could have

1 answered any questions. But the people who would have
2 reached out to her would have been Todd or Stan or Kevin,
3 the co-trustees.

4 Q Do you recall me asking that question and the
5 typical procedure for informing beneficiaries of the
6 Jaksick Family Trust about administrative matters coming
7 out of team meetings, that was left to Todd and Stan?

8 A Okay. I, yeah, I didn't -- you're saying that
9 that was my testimony in my deposition?

10 Q Yes, sir.

11 A Yeah. All right.

12 Q You don't dispute that?

13 A No.

14 Q Okay. And in your role as attorneys for those
15 trustees, you believe that you fully informed Todd of his
16 fiduciary duties and his roles as trustee, right?

17 A Yes.

18 Q And you fully informed Stan of his, and that
19 would be -- let me back up.

20 Todd's role as trustee of the Issue Trust and
21 the co-trustee of the family trust, you informed him of his
22 duties?

23 A Yes.

24 Q And you fully informed Stan of his duties as a

1 co-trustee of the family trust?

2 A Stan?

3 Q Yes.

4 A Yes.

5 Q You have fully informed Kevin Riley during his
6 tenure of his fiduciary duties as co-trustee of the family
7 trust?

8 A Yes.

9 Q And you fully informed Michael Kimmel of his
10 fiduciary obligations as co-trustee of the family trust?

11 A Yes.

12 Q So they knew, they all knew their obligations as
13 fiduciaries, correct?

14 A Yes.

15 Q And do you recall the indemnification agreement?

16 A Yes.

17 Q And do you recall that you were asked at one
18 point to determine the scope of that indemnification
19 agreement and how it would apply in the administration of
20 the family trust?

21 A Yes.

22 Q And you refused to do that, didn't you?

23 A Yes.

24 Q You refused to do that because it created

1 conflict between your clients which would have been Todd
2 and Stan as co-trustees.

3 A They -- ask the question again, please. I'm
4 sorry.

5 Q That's okay. Yeah, you refused to try and
6 decipher or determine the scope of the indemnification
7 agreement and how it applied in the administration of the
8 family trust because it was a point of contention and
9 created a conflict between Todd and Stan each as
10 co-trustees?

11 A That's right. When they, when they got into a
12 dispute over the indemnification agreement, you know, we
13 told them we would not give them any opinions with respect
14 to that agreement.

15 Q And that, that conflict created or creates a
16 situation where you could not determine or opine about the
17 application of the indemnity agreement?

18 A That was the conclusion we reached.

19 Q And one or both -- you asked one or both of Todd
20 and Stan to find independent counsel or separate counsel,
21 right?

22 A Yes.

23 Q And you do not understand or know the scope of
24 that indemnification agreement even today, do you, Todd's

1 indemnification agreement and what it covers?

2 A No.

3 Q In relation to, you know the, you know of the
4 ACPAs, right?

5 A Yes.

6 Q And in relation to the Exhibit 14 ACPA, do you
7 not know what disclosures or what information was conveyed
8 to the beneficiaries in relation to signing that one, which
9 is the life insurance proceeds transaction?

10 A The life insurance proceeds to purchase the
11 Tahoe house?

12 Q Yes.

13 A Yeah. I don't know exactly what conversations
14 surrounded that, the execution of that document.

15 Q Okay. And would that be true of all the ACPAs,
16 you do not know what the disclosures or information is that
17 was conveyed to the beneficiaries?

18 A That would be true.

19 Q I want to ask you about Exhibit 16 in
20 particular. Exhibit 14 -- let me back up.

21 Exhibit 14 was prepared by your office?

22 A I don't have the exhibits in front of me.

23 Q I'll pull it up. Sorry.

24 This Exhibit 14 was prepared by your office.

1 This is the Lake Tahoe life insurance proceeds.

2 Let me --

3 A I can't hear. I can't see, and I can't think
4 very far.

5 Q I'm going to get you a hard copy.

6 A That's what 42 years of practicing law will do
7 for you. Sorry.

8 MR. SPENCER: May I approach, your Honor?

9 Let me give you a hard copy.

10 THE WITNESS: That would be easier for me.

11 Thank you.

12 BY MR. SPENCER:

13 Q Exhibit 14.

14 A Okay.

15 Q That was one that I believe your office
16 prepared.

17 A I believe that's correct, yes.

18 Q And then Exhibit 15, I believe that was one that
19 your office prepared?

20 A Yes.

21 Q Exhibit -- Exhibit 16, you believe that Todd
22 Jaksick prepared that one, right?

23 A No, I think I prepared 16.

24 Q And you believe that, because on the second page

1 it says Maupin, Cox & LeGoy in the paragraph there, the
2 paragraph --

3 A That's correct.

4 Q And so because of that you believe you prepared
5 it, or I'm sorry, your office prepared it?

6 A Yes.

7 MR. SPENCER: One moment, your Honor.

8 THE COURT: Yes.

9 BY MR. SPENCER:

10 Q While we're getting your deposition, let me ask
11 you just a few questions.

12 MR. SPENCER: Open and publish, your Honor?

13 THE COURT: Yes.

14 THE CLERK: Deposition opened and published.

15 BY MR. SPENCER:

16 Q In the original of your deposition, taken
17 January 21st of 2019, do you see that, do you have that?

18 A Yes.

19 Q And I refer you to page 64.

20 A Okay.

21 Q Line 10 of page 64.

22 And I asked you in your deposition, flipping
23 over to Exhibit 16:

24 Do you know who prepared the, that

1 ACPA?

2 And you said what?

3 A I said:

4 I don't know who prepared it.

5 Q (Reading.)

6 Someone at your law firm; would that

7 be right?

8 And what did you say?

9 A I said:

10 Well, that's what it says in the last

11 paragraph, but I don't remember. I

12 don't have any recollection of this.

13 Q All right. And line 17.

14 Okay. I take from that --

15 And read very slowly line 18 as your answer.

16 A (Reading.)

17 I actually thought Todd prepared it.

18 Q Keep going.

19 A It says:

20 But it says our firm prepared it, so

21 maybe someone in our firm prepared

22 it.

23 Q (Reading.)

24 But you did not prepare it?

1 A (Reading.)

2 Not that I remember.

3 Q All right. And then flipping over to page 66.

4 Line 20.

5 Do you have any personal knowledge
6 regarding how Exhibit 16 came to be
7 prepared?

8 And your answer was?

9 A (Reading.)

10 I don't. Like I say, it's my
11 recollection that Todd prepared it.

12 Q And I said: "Okay" and you said?

13 A (Reading.)

14 But I can't remember why I think
15 that.

16 Q All right. And, and you don't know how the
17 signatures on that document were obtained, do you?

18 A No.

19 Q This signature page -- so let me ask you this.
20 In January at your deposition, you thought that
21 Exhibit 16 was prepared by Todd, right?

22 Do you see that now?

23 A Yes, I see that. But it was a vague
24 recollection.

1 Q Sure. And you had received, you had received a
2 an email from Jessica Clayton, correct?

3 A Yes.

4 Q Prior to this.

5 Exhibit 205, please. It's admitted.

6 Do you recall this?

7 A Where is that?

8 Q I'll get you a hard copy.

9 A Sorry to delay, everybody.

10 Q That's perfectly fine.

11 A I can see okay.

12 Q Let me give it to you.

13 A Okay. Thank you. 205?

14 Q Yes, sir. And you can see this is an email from
15 Jessica Clayton to, it looks like Kevin and you?

16 A Yeah.

17 Q Do you kind of recall this email?

18 A Well --

19 Q It says:

20 Todd and I --

21 A Well, it was six years ago, so I can't say that
22 I recall receiving the thing.

23 Q It says:

24 Todd and I scurried last night to try

1 and write-up a similar Agreement and
2 Consent to Proposed Action with
3 regard to the trust making the loan
4 payments. Bob, sorry for copying
5 your form, but we weren't sure what
6 to do, and we already sent the checks
7 out yesterday.

8 And then you see attached to that is a two-page
9 document that is, appears to be an Agreement and Consent to
10 Proposed Action, and then the second page has some
11 signatures on it.

12 Do you see that?

13 A Yes.

14 Q The date was July 24th of 2013.

15 A Yes.

16 Q And then after that you prepared or you sent an
17 email with some forms, is that correct?

18 Exhibit 44. I'll get it for you real quick.

19 A I think I have that one in the first book you
20 gave me. 44, you say?

21 Q It's in this one.

22 A This isn't 44 here? Okay. I won't question
23 you.

24 Q And so you sent this email, attaching a form of

1 an ACPA agreement on August 8th of 2013 with Jessica
2 Clayton, Todd Jaksick, it looks like Stan and Kevin?

3 Do you see that?

4 A Yes.

5 Q Okay.

6 Todd asked me to revise the attached
7 proposed action agreement as I deemed
8 appropriate and to prepare a form
9 agreement and consent you can use
10 before you take any actions.

11 And you attached both.

12 Do you see that?

13 A Yes.

14 Q The next page shows that:

15 We scurried last night. Email.

16 Do you see that?

17 A Yes.

18 Q So that was in response to that. And you
19 provided -- you provided a form and then -- that contains
20 your firm's disclaimer.

21 Do you see that on page 2, which is TJ 2503?

22 A Yes.

23 Q And then there's another form that would be,
24 contain a disclaimer where Maupin, Cox, LeGoy was not

1 involved with the preparation, right?

2 A Yes.

3 Q And then if you look at the form that you sent,
4 TJ 2502, that's the form that ended up being Exhibit 16,
5 isn't it?

6 A Without doing a side-by-side comparison it
7 appears that's correct.

8 Q But, in fact, the pagination on your form is
9 different from Exhibit 16, right?

10 A I don't know that.

11 Q Well, if you look at the big all caps paragraph,
12 there's full lines in your form that are not in the
13 Exhibit 16 form?

14 A Yeah, I see what you're saying. Okay.

15 Q Okay. So the form you sent was changed after,
16 presumably it was changed after it was received, right?

17 A Well, it looks different.

18 Q Yeah. But it contains that -- at the bottom of
19 Exhibit 16, it contains that July 24th, 2013, date, doesn't
20 it?

21 A Yes.

22 Q Okay. And so you don't have any information or
23 personal knowledge about how the signatures were obtained
24 on this ACPA, do you?

1 A No.

2 Q Or how the pagination was changed, do you?

3 A No.

4 Q And could not have had -- or your form in
5 relation to Exhibit 16 was sent on August 8th of 2013, yet
6 the document was dated July 24th, 2013, right?

7 A Yes.

8 Q All right. And so that's clearly a backdated
9 document, isn't it?

10 A Appears to be.

11 Q And looking at Exhibit 17, signature page.

12 Well, let me ask you before we go there.

13 Exhibit 16 represents to the beneficiaries in
14 that paragraph we saw that Maupin, Cox & LeGoy prepared
15 that ACPA. You would not have authorized Todd and Jessica
16 to make representations that you prepared it if you didn't,
17 would you?

18 A No.

19 Q Okay. And so if that happened, that would be
20 improper in your mind, wouldn't it?

21 A Yeah. It would be improper --

22 Q Okay.

23 A -- for them to say we prepared it when we
24 didn't.

1 Q And Exhibit 17, we'll turn to the last signature
2 page.

3 A Which one are you talking about? I'm sorry.
4 You have it up here. Okay.

5 Q There's two page 2s with signatures, but I'm
6 looking at the last one.

7 A Okay.

8 Q This one is signed by the primary beneficiaries
9 in their individual capacities.
10 Do you see that?

11 A Yes.

12 Q At the bottom of it there's a footer, correct?

13 A Yes.

14 Q That's a footer from your firm, isn't it?

15 A Yes.

16 Q And this is one of the ACPAs that your firm did
17 not prepare by the -- on the face of the document, right?

18 Looking at page 2.

19 A That's correct.

20 Q So the signature page contains a footer from one
21 of your documents put on a document that was prepared by
22 someone other than your firm, right?

23 A I think this is the form that we sent them for
24 them to use for that very purpose, because if you look at

1 the end of the footer, it says Form.

2 Q Sure. Right.

3 I'm just saying that that's the form, that
4 footer is from -- your, your firm's footer is what I'm
5 saying.

6 A Yes.

7 Q And looking at Exhibit 18, the signature page
8 again, identical orphan signature page with your footer on
9 it, right?

10 A Yes.

11 Q And then let me switch now to Exhibit 523. I'm
12 sorry. I'm sorry. Hold on.

13 MR. SPENCER: Your Honor, I offer Exhibit 523.
14 It's not been admitted, yet.

15 MR. LATTIN: No objection.

16 THE COURT: 523 is admitted, Ms. Clerk.

17 THE CLERK: Thank you.

18 (Exhibit Number 523 was
19 admitted into evidence.)

20 BY MR. SPENCER:

21 Q And let me, can you see -- let me get you --

22 A I think I can see.

23 Q Can you?

24 A Yeah. Thank you.

1 Q And this, do you recall this letter August 3rd,
2 of 2018?

3 A Yes.

4 Q And this is a letter that you sent for what
5 purpose?

6 A Well, with, we had, as you said before, we had
7 gotten Stan his own independent counsel in his position as
8 co-trustee, and he already had Adam as his attorney for, in
9 his position as a beneficiary, and then we realized that we
10 had represented various members of the family over the
11 course of time, so we wanted to, you know, we wanted to
12 make sure we had disclosed that to everyone, and we wanted
13 to get -- make sure that all the, you know, Stan and Todd
14 were, were okay with all the different representations that
15 we had. And so we were very fortunate that we, they all
16 had lawyers at that time.

17 So we sent the letter to their lawyers, which,
18 you know, makes -- we lawyers are much more comfortable
19 when we can deal with a lawyer rather than dealing with an
20 individual. That sounds funny, but it's the way we are.

21 Q So you were outlining all the various conflicts
22 that existed over the years?

23 A Well, we don't call them conflicts. We were
24 outlining the various positions that we held there.

1 Q So at the top of this, second line:

2 Jaksick litigations appear to
3 becoming more difficult and
4 complicated. Our firm's role is the
5 most complicated of the attorneys
6 involved in the case.

7 And then down each paragraph, starting with
8 paragraph 1 through 5, since '06 you represented Sam
9 Jaksick and Todd Jaksick regarding their estate plans?

10 A Yes.

11 Q Two. You represented Todd and Stan as
12 co-trustees of the family trust?

13 A Yes.

14 Q Additionally representing Michael Kimmel as the
15 new co-trustee of the family trust --

16 A Yes.

17 Q -- after his appointment in December of 2016,
18 right?

19 A Yes.

20 Q (Reading.)

21 Following Stan's filing of the
22 counterpetitions against Todd on
23 March 23rd, 2018, our firm has
24 represented only Michael Kimmel and

1 Todd Jaksick as two of the three
2 co-trustees as well as Todd as
3 trustee of the Issue Trust.

4 Is that right?

5 A Yes.

6 Q And then in 4, paragraph 4, you continue to
7 represent Todd with respect to his personal estate planning
8 matters, correct?

9 A Yes.

10 Q And on behalf of certain entities of which Todd
11 has an interest that are also related to Sam's trust
12 administration, right? That's in the middle.

13 A Yes.

14 Q And then 5, and then 5:

15 Previously, your firm previously
16 represented Stan with regard to his
17 personal estate planning matters --
18 and this is Stan -- and previously
19 represented Toiyabe Golf Club, LLC.

20 A Right.

21 Q You then state:

22 We do not believe we have any
23 nonwaivable conflicts in the roles
24 that we are playing, so I understand

1 that you had at least informally
2 waived all conflicts and consented to
3 our representation in these matters.

4 A We had the informed consent of four lawyers.
5 So, yeah.

6 Q And then:
7 We request that you review this
8 letter with each of your clients and
9 ask each of you to have your clients
10 execute the consents and waivers that
11 are attached to this letter before we
12 proceed further with these
13 litigations.

14 A Right.

15 Q You're asking for a conflict waiver, right?

16 A Asking for what's called an informed consent.
17 We had it from the lawyers. We wanted to make
18 sure that we had a, a full disclosure of all these
19 positions we had.

20 MR. SPENCER: Your Honor, I offer Exhibit 524,
21 stipulated.

22 THE COURT: 524 is admitted, Ms. Clerk.

23 (Exhibit Number 524 was admitted
24 into evidence.)

1 BY MR. SPENCER:

2 Q And this, your letter was August 3rd, 2018.
3 This is an email, we're looking at the bottom, page 2.

4 This is a letter from you to Mr. Hosmer-Henner
5 and Mr. Lattin attaching the letter and consent and waiver.

6 Do you see that on the next page? Consent and
7 waiver form?

8 A Yes.

9 Q That was August 3rd. And then in response to
10 the email, above that, starting on page 1 at the bottom,
11 the response from Adam Hosmer-Henner on August 7th of 2018:

12 Bob and Don.

13 And it goes on to the next page. Second
14 paragraph.

15 I understand and appreciate your
16 complicated and difficult situation.
17 Any conflicts here arose as a result
18 of your firm's decision to
19 participate in the litigation and
20 represent two of the co-trustees in
21 an adverse litigation posture to Stan
22 and Wendy after previously serving as
23 trust counsel.

24 Did Stan's attorney inform you that they would

1 not waive conflicts?

2 A Yeah. I don't think he ever told us he wasn't
3 going to waive the conflict. This was part of the
4 continuing negotiations that went on for some time before
5 finally we did get exactly what we requested from -- his
6 client eventually signed the waiver we're talking about.
7 And even before this we had an informed consent signed by
8 his two lawyers.

9 We were just trying to, we were just trying to
10 tighten things up a little bit and make sure that everybody
11 understood all the roles we were playing.

12 Q Right. You're a partner with Maupin, Cox &
13 LeGoy law firm?

14 A Yes.

15 Q And you said you got the waiver signed at some
16 point. When was that?

17 A I think just in the last few weeks.

18 Q After Stan and Todd resolved their disputes?

19 A Yes.

20 Q All right. And Mr. Lattin is also a partner at
21 your law firm at Maupin, Cox & LeGoy?

22 A I'm honored to say that Mr. Lattin is one of my
23 partners.

24 Q How much has your law firm been paid over the

1 years in relation to the estate planning and the trustee
2 representation, do you know?

3 A I have no idea.

4 Q You haven't tallied all the fees that have been
5 earned?

6 A No.

7 Q More than a hundred thousand, do you think?

8 A Probably.

9 Q More than 500,000?

10 A I doubt it.

11 Q Including this litigation?

12 A I, I don't know.

13 Q You don't know.

14 MR. SPENCER: I'm going to pass the witness.

15 THE COURT: Thank you. Mr. Robison?

16

17 REDIRECT EXAMINATION

18

19 BY MR. ROBISON:

20 Q You don't expect Mr. Lattin to work for free
21 because Wendy sued Stan and Todd, do you?

22 A I'm so sorry. But I didn't hear that. I think
23 I, I want to hear what you said.

24 Q You don't expect Mr. Lattin to work for free

1 because Wendy sued Stan and Todd, do you?

2 A None of us in this law firm wanted to work for
3 free in this case.

4 Q You've got bills to pay?

5 A Pardon me?

6 Q You've got some bills to pay?

7 A We've got some overhead and some bills to pay.

8 MR. ROBISON: Thank you, sir. Nothing.

9 THE COURT: You're free to step down.

10 Oh, excuse me.

11 MR. SPENCER: Nothing further.

12 THE COURT: All right. Thank you.

13 You're free to step down.

14 THE WITNESS: Thank you very much, everyone.

15 Do I leave this here?

16 THE COURT: Yes, thank you.

17 (Whereupon the witness was excused.)

18 MR. ROBISON: Your Honor, subject to a visit
19 with some exhibits, we will rest on behalf of Todd Jaksick
20 individually.

21 MR. LATTIN: Your Honor, we would rest on the
22 behalf of the trustees, Stan Jaksick, Todd Jaksick and Mike
23 Kimmel.

24 MR. HOSMER-HENNER: I join in that, your Honor.

1 THE COURT: Anything else? Any rebuttal?

2 MR. SPENCER: No, your Honor.

3 THE COURT: Ladies and gentlemen, during this
4 weekend recess you are admonished not to converse amongst
5 yourselves or with anyone else on any subject connected
6 with this trial. You will not read, watch, or listen to
7 any report of, or commentary on the trial, by any person
8 connected with this case or by any medium of information,
9 including, without limitation, newspaper, television,
10 internet or radio. That includes any form of social media
11 or electronic research investigations.

12 You're further admonished not to form or express
13 any opinions on any subject connected with this trial until
14 the case is finally submitted to you.

15 All evidence in this case has now been
16 presented. The Court and counsel are going to work at
17 various times through the weekend to settle the
18 instructions of law that will be provided to you.

19 That way when you arrive Monday morning, I will
20 read the instructions of law, we will have closing
21 arguments, and then you will be able to deliberate.

22 It is customary for the Court not to give any
23 guidance about the length of deliberations, and at no time
24 will the Court or counsel inquire or provide guidance as to

1 the details of deliberations.

2 Except the Court's written instructions.

3 What that means is that this jury may choose to
4 go past normal working hours, in which case we will provide
5 food at our expense. So be prepared to eat on your own for
6 lunch, and understand that if you stay past closing hours
7 on Monday we'll provide that food.

8 Now that food is, it's typically bar food.
9 Pizza and wings and sometimes sandwiches. So if you have
10 any dietary issues, you may just want to attend to your own
11 food.

12 We will stand for our jury. Please be in the
13 jury deliberation room for entry into the courtroom at 9:00
14 a.m. Monday morning.

15 (Whereupon the jury was excused and the
16 following proceedings were had outside the
17 presence of the jury.)

18 THE COURT: Be seated, please, for just a
19 moment.

20 Yesterday at the close of business I indicated
21 that I was familiar with Rule 50 motions, and that at one
22 time in my career I granted one.

23 I believe I told you that I revisited the jury's
24 verdict. I learned this morning that my decision was

1 affirmed by the district court yesterday. And so I'm
2 reading it to familiarize myself with what I once did in
3 Rule 50.

4 And upon request of the clerk, you can have a
5 copy of what I did and how the Supreme Court analyzed what
6 I did. And I'm just saying that because it came onto my
7 desk 30 minutes ago.

8 All right. You look like you want to speak,
9 Mr. Hosmer-Henner.

10 MR. HOSMER-HENNER: Mr. Hardy -- Judge Hardy,
11 Your Honor, I had a panic about Pierre Hascheff all of a
12 sudden. My apologies.

13 For the record, I think I was here at 8:15 on
14 the dot, but the proceedings had already started.

15 And the reason I was a little bit late was
16 exactly I was on the phone with a friend of mine, a
17 colleague, Doug Brown, who was informing me of that NRCP 50
18 decision.

19 THE COURT: You were late in court, by the way,
20 by one minute.

21 MR. HOSMER-HENNER: So that's the decision that
22 I did want to bring to your attention --

23 THE COURT: That you did?

24 MR. HOSMER-HENNER: That I did, because we were

1 looking for authority to further analyze NRCP 50. And
2 that's exactly what popped up. And I had called him this
3 morning to discuss that.

4 So I just wanted to ask this Court to take that
5 into consideration when considering the motions for
6 directed verdicts.

7 THE COURT: I am very proud, Counsel, that you
8 have completed your case today. Thank you. Been a long
9 time.

10 I will be in the courthouse at noon on Sunday
11 hoping to have in my inbox an email with your arguments
12 regarding jury instructions.

13 And when you arrive Monday morning we'll have
14 the jury instructions completed.

15 MR. CONNOT: And we have had discussions.

16 We are going to do our absolute best to keep
17 whatever argument that we have about the respective
18 instructions as brief as possible. Even some just a few
19 sentences.

20 Just to give the Court an indication, we're
21 striving our best to not put any more burden on you than
22 necessary.

23 THE COURT: Thank you.

24 MR. CONNOT: And I don't think we need a lot of

1 explanation. We'll lay out what we need to.

2 THE COURT: I truly don't mind. Thank you for
3 saying that. I don't mind.

4 As long as the jury is not waiting, and we don't
5 have issues with the staff and the sheriff, I don't mind at
6 all.

7 So we'll be ready to go Monday morning.

8 THE CLERK: What time did you want them to come
9 in in the morning?

10 THE COURT: I'm listening to my inner voice as
11 to whether I should ever attempt levity.

12 Mr. Robison has attempted levity in this
13 courtroom.

14 MR. ROBISON: Yeah, attempt is the right word.

15 THE COURT: For everyone except
16 Mr. Hosmer-Henner, 8:15. For Mr. Hosmer-Henner 8:13.

17 I learned in the Army many, many decades ago if
18 you're early, you're on time. If you're not on time,
19 you're late.

20 MR. SPENCER: Any thoughts on length of closings
21 just to gauge what we need to do.

22 THE COURT: I would like to hear from you before
23 I answer that question. We finished, can we -- do we have
24 to report this? And I'm happy to if you'd like.

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MR. SPENCER: No.

MR. CONNOT: No.

THE COURT: Let's go off.

(Whereupon the proceedings were
concluded.)

-oOo-

1 STATE OF NEVADA)
) ss.
2 WASHOE COUNTY)

3
4 I, DEBORA L. CECERE, an Official Reporter of
5 the State of Nevada, in and for Washoe County, DO HEREBY
6 CERTIFY:

7 That I was present at the times, dates, and
8 places herein set forth, and that I reported in shorthand
9 notes the proceedings had upon the matter captioned within,
10 and thereafter transcribed them into typewriting as herein
11 appears;

12 That the foregoing transcript, consisting of
13 pages 1 through 141, is a full, true and correct
14 transcription of my stenotype notes of said proceedings.

15 DATED: At Reno, Nevada, this 12th day of
16 February, 2021.

17
18
19 /s/ Debora Cecere

20 _____
 DEBORA L. CECERE, CCR #324
21
22
23
24

Jury Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.
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 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	Todd Jaksick	12/11/17 Email and Agreements Between Stan and Wendy (WJ011480-WJ011482)	2/4/19		EXCLUDE? PER TODD'S 2/7/19 NOTICE
2	Todd Jaksick	1/29/18 (1:26 p.m.) Email From Wendy to Stan (WJ011546-WJ011549)	2/4/19		EXCLUDE? PER TODD'S 2/7/19 NOTICE
3	Todd Jaksick	2/8/17 Petition for Confirmation of Trustee (445 Issue Trust)	2/4/19	OBJECTION SUSTAINED	---
4	Todd Jaksick	2/8/17 Petition for Confirmation of Trustee (446 Family Trust)	2/4/19	OBJECTION SUSTAINED	---
5	Todd Jaksick	2/23/17 First Amended Counter-Petition to Surcharge Trustees	2/4/19	STIPULATED	
6	Todd Jaksick	4/9/18 Todd B. Jaksick's Answer and Objections to First Amended Counter-Petition	2/4/19		
7	Todd Jaksick	3/23/18 Amended Objection and Counter Petition (Issue Trust)	2/4/19	STIPULATED	
8	Todd Jaksick	3/23/18 Amended Objection and Counter Petition (Family Trust)	2/4/19	STIPULATED	

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Exhibit No.	Party	Description	Marked	Offered	Admitted
9	Todd Jaksick	6/29/06 Samuel Jaksick, Jr. Family Trust (TJ0007-TJ0059)	2/4/19	STIPULATED	2/19/19
9A	Todd Jaksick	Samuel S. Jaksick Jr Family Trust Agreement (MCL000511-MCL000566)	2/4/19	STIPULATED	
10	Todd Jaksick	2/2/07 SSJ's Issue Trust Agreement (TJ0870-TJ0906)	2/4/19	STIPULATED	2/19/19
10A	Todd Jaksick	2/21/07 SSJ's Issue Trust Agreement (MCL000429-MCL00466)	2/4/19	STIPULATED	
11	Todd Jaksick	1/1/08 Indemnification Agreement (Todd) (TJ0860-TJ0869)	2/4/19	STIPULATED	2/20/19
11A	Todd Jaksick	Indemnification Agreement (Todd) (TJ1670-TJ1679)	2/4/19	STIPULATED	2/20/19
11B	Todd Jaksick	6/2/10 (12:13 p.m.) Email From Hascheff to Clayton (TJ1696-TJ1706)	2/4/19	STIPULATED	2/20/19
12	Todd Jaksick	1/1/08 Indemnification Agreement (Stan) (TJ1690-TJ1695)	2/4/19	STIPULATED	2/20/19
13	Todd Jaksick	12/10/12 Second Amendment to the Samuel Stan Jr Family Trust Agreement (TJ0001-TJ0006)	2/4/19	NO OBJECTION	2/19/19
13A	Todd Jaksick	6/4/13 Texts Between Stan and Wendy (TJ1885-TJ1886)	2/4/19		

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Exhibit No.	Party	Description	Marked	Offered	Admitted
13B	Todd Jaksick	6/6/13 (10:55 am) Texts Between Wendy and Todd (TJ1887-TJ1891)	2/4/19	OBJECTION OVERRULED	3/1/19
13C	Todd Jaksick	6/6/13 (10:31 am) Todd Email to Riley, Stan (TJ1892)	2/4/19	STIPULATED	2/26/19
13D	Todd Jaksick	6/12/13 Wendy Text (TJ1893)	2/4/19		
13E	Todd Jaksick	7/15/13 (9:35 p.m.) Todd Email to Wendy (TJ1894)	2/4/19	STIPULATED	3/4/19
13F	Todd Jaksick	2/4/14 Wendy, Todd Email String (TJ1900)	2/4/19	STIPULATED	3/4/19
13G	Todd Jaksick	6/5/14 (9:32 a.m.) Wendy Email to Todd (TJ1901)	2/4/19	STIPULATED	3/4/19
13H	Todd Jaksick	7/30/14-7/31/14 Todd, Alexi, Wendy, Stan Email String (TJ1903)	2/4/19	STIPULATED	3/4/19
13I	Todd Jaksick	7/31/14 Texts Between Wendy and Todd (TJ1904)	2/4/19		
13J	Todd Jaksick	11/11/14 Todd, Wendy Email String (TJ1905)	2/4/19	STIPULATED	3/4/19
13K	Todd Jaksick	11/10/14 Todd Wendy, Stan, Clayton Email String (TJ1906-TJ1908)	2/4/19	STIPULATED	3/4/19
13L	Todd Jaksick	11/14/14 (3:59 p.m.) Clayton Email to Wendy, Stan, Todd (TJ1909)	2/4/19	STIPULATED	3/4/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
13M	Todd Jaksick	11/18/14 (8:31 a.m.) Wendy Email to Todd, Stan, Lexi, Riley (TJ1911)	2/4/19	STIPULATED	3/4/19
13N	Todd Jaksick	12/8/14 (4:19 p.m.) Clayton Email to Wendy (TJ1912)	2/4/19	STIPULATED	3/4/19
13O	Todd Jaksick	12/15/14 Texts Between Wendy and Todd (TJ1915)	2/4/19		
13P	Todd Jaksick	12/16/14 Texts Between Wendy and Todd (TJ1916)	2/4/19	NO OBJECTION	2/26/19
14	Todd Jaksick	6/5/13 Agreement and Consent to Proposed Action Todd, Stan, Wendy (TJ0074-0076)	2/4/19	STIPULATED	2/19/19
15	Todd Jaksick	7/16/13 Agreement and Consent to Proposed Action Co-Trustees of Samuel S. Jaksick Jr. Family Trust (TJ0077-TJ0081)	2/4/19	STIPULATED	2/21/19
15A	Todd Jaksick	7/1/13 Texts Between Todd, Wendy, and Stan (TJ1825)	2/4/19	STIPULATED	2/25/19
15B	Todd Jaksick	7/24/13 (2:23 p.m.) Todd Email to Wendy, Stan (TJ1831)	2/4/19	STIPULATED	2/25/19
15C	Todd Jaksick	8/26/13 Affidavit of Wendy (TJ1832-TJ1833)	2/4/19	STIPULATED	2/25/19
15D	Todd Jaksick	3/11/14 Wendy, Todd Email String (TJ1834-TJ1835)	2/4/19	STIPULATED	2/25/19

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
15E	Todd Jaksick	3/24/14 (1:30 p.m.) Todd Email to Wendy, Stan (TJ1838)	2/4/19	STIPULATED	2/25/19
15F	Todd Jaksick	3/19/14 Texts Between Wendy and Todd (TJ1839)	2/4/19	STIPULATED	2/25/19
15G	Todd Jaksick	5/28/14 (2:13 a.m.) Wendy Email to Riley, Stan, Todd, Lexi (TJ1840-TJ1842)	2/4/19	STIPULATED	2/25/19
16	Todd Jaksick	7/24/13 Agreement and Consent to Proposed Action by Co-Trustees (TJ0082-TJ0085)	2/4/19	STIPULATED	2/20/19
17	Todd Jaksick	8/14/13 Agreement and Consent to Proposed Action by Co-Trustees (TJ0086-TJ0089)	2/4/19	STIPULATED	2/21/19
18	Todd Jaksick	8/26/13 Agreement and Consent to Proposed Action by Co-Trustees (TJ0094-TJ0096)	2/4/19	STIPULATED	2/21/19
18A	Todd Jaksick	1/14/14 Todd, Wendy Email String (TJ1631)	2/4/19		
18B	Todd Jaksick	8/22/13 (1:50 p.m.) Wendy Email to Todd (TJ1615-TJ1616)	2/4/19		

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Exhibit No.	Party	Description	Marked	Offered	Admitted
19	Todd Jaksick	1/31/14 Agreement and Consent to Proposed Action by Co-Trustees (TJ0097-TJ0099)	2/4/19	STIPULATED	2/21/19
19A	Todd Jaksick	2/6/14 Wendy, McQuaid Email String (TJ1799-TJ1801)	2/4/19	STIPULATED	
19B	Todd Jaksick	6/13/12 Note Payable Between Duck Lake Ranch and Sam (TJ2522)	2/4/19	STIPULATED	
19C	Todd Jaksick	8/19/13 Aircraft Appraisal Report (TJ1815-TJ1824)	2/4/19		
19D	Todd Jaksick	1/11/14 Todd, Stan Email String (TJ1794-TJ1795)	2/4/19	STIPULATED	
19E	Todd Jaksick	4/14/14 Wendy Email to McQuaid, Stan, Todd (TJ1806-TJ1807)	2/4/19	STIPULATED	
20	Todd Jaksick	4/15/14 Agreement and Consent to Proposed Action by Co-Trustees (TJ0100-TJ0102)	2/4/19	STIPULATED	2/21/19
21	Todd Jaksick	8/28/14 Agreement and Consent to Proposed Action by Co-Trustees (TJ0103-TJ0105)	2/4/19	STIPULATED	2/21/19
22	Todd Jaksick	9/25/14 Agreement and Consent to Proposed Action by Co-Trustees (TJ0113-TJ0115)	2/4/19	STIPULATED	2/21/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23	Todd Jaksick	11/13/15 Agreement and Consent to Proposed Action by Co-Trustees (TJ0125-TJ0129)	2/4/19	NO OBJECTION	2/19/19
23.1	Todd Jaksick	2/26/07 Grant, Bargain and Sale Deed (TJ0994-TJ0997)	2/4/19	STIPULATED	
23.2	Todd Jaksick	5/29/08 Grant, Bargain and Sale Deed (TJ1005-TJ1007)	2/4/19	STIPULATED	
23.3	Todd Jaksick	3/2/10 Appraisal for 1011 Lakeshore Blvd. (TJ1008-TJ1034)	2/4/19	STIPULATED	
23.4	Todd Jaksick	5/10/10 Letter From Hascheff to Sam (TJ2572)	2/4/19	NO OBJECTION	2/19/19
23.5	Todd Jaksick	11/10/10 Real Estate Option Agreement (TJ1053-TJ1057)	2/4/19	NO OBJECTION	2/19/19
23.6	Todd Jaksick	2/15/11 Memorandum of Agreement and Option (#3974236) (TJ1058-TJ1061)	2/4/19	STIPULATED	2/19/19
23.7	Todd Jaksick	2/17/11 Payment of \$50,000 Option (TJ1062)	2/4/19	STIPULATED	2/19/19
23.8	Todd Jaksick	12/5/11 Grant, Bargain and Sale Deed (TJ1063-TJ1066)	2/4/19	NO OBJECTION	2/19/19
23.9	Todd Jaksick	1/13/12 Extension of Payment for Option Agreement (TJ1067)	2/4/19	STIPULATED	2/19/19
23.10	Todd Jaksick	1/15/12 Rental Management Agreement (TJ1068-TJ1073)	2/4/19		

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23.11	Todd Jaksick	3/2/12 Payment of \$50,000 Option Payment (TJ1078)	2/4/19	STIPULATED	3/4/19
23.12	Todd Jaksick	3/29/12 Email From Dietz to Stan (TJ1081-TJ1082)	2/4/19	STIPULATED	2/20/19
23.13	Todd Jaksick	4/25/12 Exclusive Authorization to Sale to Dietz Tahoe Luxury Properties (TJ1083-TJ1087)	2/4/19	STIPULATED	2/20/19
23.14	Todd Jaksick	9/11/12 (3:48 p.m.) Email From Dietz to Stan (TJ1093-TJ1095)	2/4/19		
23.15	Todd Jaksick	12/06/12 (10:00 a.m.) Email From Hascheff to Todd (TJ2575-TJ2578)	2/4/19	STIPULATED	2/19/19
23.16	Todd Jaksick	12/17/12 Residential Lease (TJ1104-1110)	2/4/19	STIPULATED	2/19/19
23.17	Todd Jaksick	12/7/12 General Durable Power of Attorney; Durable Power of Attorney for Health Care Decisions (TJ1111-TJ1122)	2/4/19	NO OBJECTION	2/19/19
23.18	Todd Jaksick	12/21//12 Notice of Exercise of Option (TJ1123-TJ1125)	2/4/19	STIPULATED	2/19/19
23.19	Todd Jaksick	12/27/12 Letter From Bank of America to Sam (TJ1126-TJ1128)	2/4/19	STIPULATED	2/21/19
23.20	Todd Jaksick	12/28/12 Unsecured Promissory Note (TJ1130-TJ1133)	2/4/19	NO OBJECTION	2/19/19

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 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
23.21	Todd Jaksick	12/28/12 Grant, Bargain and Sale Deed (TJ1155-TJ1157)	2/4/19	STIPULATED	2/19/19
23.22	Todd Jaksick	1/31/13 Email From Clayton to Todd (TJ1160)	2/4/19	STIPULATED	3/4/19
23.23	Todd Jaksick	2/15/13 Rental Management Agreement (TJ1161-TJ1164)	2/4/19	STIPULATED	2/27/19
23.24	Todd Jaksick	6/4/13 Todd, Wendy Text Messages (TJ1173-TJ1174) C/O: NO REDACTION	2/4/19	STIPULATED	2/25/19
23.25	Todd Jaksick	10/10/13 Stan, Todd Text Message (TJ1266)	2/4/19	STIPULATED	3/4/19
23.26	Todd Jaksick	12/26/13 (12:53 p.m.) Email From Stan to Todd (TJ1267)	2/4/19	STIPULATED	
23.27	Todd Jaksick	1/27/14 (6:05 p.m.) Email From Stan to Todd (TJ1274)	2/4/19	STIPULATED	
23.28	Todd Jaksick	3/6/14-3/7/14 Email String Between Todd, Stan (TJ1291-TJ1292)	2/4/19	STIPULATED	
23.29	Todd Jaksick	5/23/08 Consent and Release Form (TJ1293-TJ1294)	2/4/19	STIPULATED	3/4/19
23.30	Todd Jaksick	3/3/14 (4:48 p.m.) Email From Todd to Stan, Wendy, Lexi (TJ1297)	2/4/19	STIPULATED	3/4/19
23.31	Todd Jaksick	3/13/14-3/17/14 Email String between Todd, Wendy, Stan, Lexi (TJ1299-TJ1300)	2/4/19	STIPULATED	3/4/19
23.32	Todd Jaksick	5/5/14 (10:17 a.m.) Email From Stan to Riley (TJ1309)	2/4/19	STIPULATED	3/4/19

Jury Trial Exhibits

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23.33	Todd Jaksick	7/14/14 Text Between Stan, Lexi, Wendy (TJ1330-TJ1331)	2/4/19	NO OBJECTION	2/25/19
23.34	Todd Jaksick	10/28/14 (2:52 p.m.) Email From Riley to Todd, Stan (TJ1336-TJ1338)	2/4/19	STIPULATED	3/4/19
23.35	Todd Jaksick	6/28/15 Email String Between Wendy, Todd (TJ1382-TJ1384)	2/4/19	STIPULATED	3/4/19
23.36	Todd Jaksick	11/13/15 (3:38 p.m.) Email From Todd to Stan, Lexi, Wendy, Riley (TJ1428-TJ1430)	2/4/19		
23.37	Todd Jaksick	1/11/16 (1:42 p.m.) Email From Wendy to Todd, Stan (TJ1438)	2/4/19	STIPULATED	2/20/19
23.38	Todd Jaksick	1/20/16 (8:52 p.m.) Email From Todd to Wendy (TJ1444-TJ1445)	2/4/19	STIPULATED	3/4/19
23.39	Todd Jaksick	4/7/16 Wendy Texts to Todd (TJ1457-TJ1458)	2/4/19		
23.40	Todd Jaksick	3/22/17 (7:14 p.m.) Email From Todd to Wendy, Stan, Lexi (TJ1547-TJ1549)	2/4/19	STIPULATED	
23.41	Todd Jaksick	5/31/14 Stan, Wendy Texts (TJ2295)	2/4/19	OBJECTION OVERRULED	2/25/19
23.42	Todd Jaksick	Handwritten Note From Sam (TJ1079)	2/4/19	STIPULATED	2/25/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23.43	Todd Jaksick	1/6/14 Wendy, Todd Texts (TJ1268)	2/4/19		
23.44	Todd Jaksick	1/18/14 Todd, Wendy Texts (no date) (TJ1270)	2/4/19		
23.45	Todd Jaksick	12/1/17 (7:39 a.m.) Email From Wendy to Todd, Lexi, Stan (TJ2252-TJ2253)	2/4/19	STIPULATED	2/25/19
23.46	Todd Jaksick	1/5/16 Wendy, Lexi, Stan Texts (TJ1436)	2/4/19	OBJECTION OVERRULED	2/25/19
24	Todd Jaksick	11/18/15 Consent to Incline TSS Amended and Restated Operating Agreement (TJ0625)	2/4/19	STIPULATED	3/4/19
25	Todd Jaksick	5/25/18 Respondent Wendy A. Jaksick's Objections for First Set of Interrogatories	2/4/19		
26	Todd Jaksick	4/24/18 Respondent Wendy A. Jaksick's First Supplemental Disclosure of Witnesses and Documents	2/4/19		
27		INTENTIONALLY BLANK			
27A	Todd Jaksick	6/26/97 Letter From William Sanford (TJ2416-TJ2419)	2/4/19		NOT ADMITTED; COUNSEL SHALL SEEK LEAVE

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Exhibit No.	Party	Description	Marked	Offered	Admitted
27B	Todd Jaksick	Documents Docket for Wendy Case No 427-F99 (TJ2420-TJ2421)	2/4/19		NOT ADMITTED; COUNSEL SHALL SEEK LEAVE
27C	Todd Jaksick	4/19/00 Judgment by Default for Lee Bros. Leasing (TJ1585-TJ1587)	2/4/19		NOT ADMITTED; COUNSEL SHALL SEEK LEAVE
27D	Todd Jaksick	9/29/00 Abstract of Judgment for National Business Factors (TJ1588-1589)	2/4/19		NOT ADMITTED; COUNSEL SHALL SEEK LEAVE
27E	Todd Jaksick	3/13/01 Judgment for Poncia and Martinelli (TJ1592-TJ1596)	2/4/19		WILL BE ADMITTED; IF PROPERLY PRESENTED
27F	Todd Jaksick	12/6/00 Order/Judgment for Dorostkar (TJ1590-TJ1591)	2/4/19	WENDY WITHDREW PRETRIAL MIL	
27G	Todd Jaksick	6/10/04 Default Judgment for Unifund CCR(TJ1602)	2/4/19		NOT ADMITTED PRETRIAL
27H	Todd Jaksick	6/23/04 Shasta County Court Docket People v. Wendy (TJ2422)	2/4/19		NOT ADMITTED; COUNSEL SHALL SEEK LEAVE

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
27I	Todd Jaksick	9/22/03 Reno Police Department Crime and Incident Report From Gwen Jaksick (TJ2450-TJ2461)	2/4/19		NOT ADMITTED; COUNSEL SHALL SEEK LEAVE
27J	Todd Jaksick	9/19/05 Letter of Understanding From Sam to Wendy (TJ2423-TJ2424)	2/4/19	STIPULATED	2/25/19
27K	Todd Jaksick	7/29/04 Letter From Scott Freeman to Todd (TJ2425-TJ2428)	2/4/19		
27L	Todd Jaksick	9/27/05 Default Judgment for Scott Freeman (TJ1609-TJ1611)	2/4/19		NOT ADMITTED PRETRIAL
27M	Todd Jaksick	1/20/06 Abstract of Judgment for Margaret Henderson (TJ1603-TJ1604)	2/4/19		
27N	Todd Jaksick	4/4/07 Letter From John Fowler (TJ2438-TJ2443)	2/4/19		
27O	Todd Jaksick	4/10/07 UCC Filing Acknowledgment (TJ2429-2432)	2/4/19		
27P	Todd Jaksick	8/4/07 Washoe County Jail Inmate Release Information Form (TJ2433-TJ2437)	2/4/19		NOT ADMITTED; COUNSEL SHALL SEEK LEAVE
27Q	Todd Jaksick	5/22/12 Judgment by Default for Debbie Miller (TJ1605-TJ1607)	2/4/19		

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27R	Todd Jaksick	11/4/14 Clayton Text (TJ2444)	2/4/19		
27S	Todd Jaksick	9/22/16 Docket Printout From Collin County, TX for Divorce (TJ2445-TJ2446)	2/4/19		
28	Todd Jaksick	6/30/16 Dwiggin's Email to Wendy (WJ010788-WJ010799)	2/4/19	STIPULATED	
29	Todd Jaksick	7/7/16 Wendy Promissory Note to Stan (WJ010818)	2/4/19	STIPULATED	
30	Todd Jaksick	6/20/17 (8:08 a.m.) Stan Email to LeGoy, McQuaid, Lattin, Todd, Kimmel (TJ2237-TJ2241)	2/4/19	STIPULATED	3/4/19
31	Todd Jaksick	6/30/17 Todd, Stan, Kimmel, Riley Email String (TJ2242-TJ2245)	2/4/19	STIPULATED	
32	Todd Jaksick	7/28/17 (4:19 p.m.) Stan Email to McQuaid, Kimmel, Todd, Riley, Lattin, LeGoy (TJ1779)	2/4/19	STIPULATED	2/21/19
33	Todd Jaksick	7/29/17 (10:39 a.m.) LeGoy Email to Stan (TJ2645)	2/4/19	STIPULATED	3/4/19
34	Todd Jaksick	8/1/17 (2:27 p.m.) LeGoy Email to Stan, Todd, Kimmel, Riley, McQuaid, Lattin (TJ2643-TJ2644)	2/4/19	STIPULATED	

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35	Todd Jaksick	8/2/17-8/14/17 Email String Between Stan, LeGoy, Kimmel, Riley, McQuaid, Lattin (TJ2646-TJ2648)	2/4/19	STIPULATED	
36	Todd Jaksick	11/2/17 (4:37 p.m.) Stan Email to Riley, Todd, Kimmel (TJ2516)	2/4/19	STIPULATED	3/4/19
37	Todd Jaksick	11/29/17 Email String Between Todd, Kimmel, Stan, Riley (TJ1666-TJ1668)	2/4/19	STIPULATED	
38	Todd Jaksick	12/14/17 Email String Between Kimmel, Stan, LeGoy, Todd, McQuaid, Lattin, Riley (TJ1782-TJ1787)	2/4/19	STIPULATED	2/20/19
39	Todd Jaksick	8/11/16 Email String Between Wendy and Dwiggin's (WJ010856-WJ010857)	2/4/19	STIPULATED	
40	Todd Jaksick	9/20/16 Email String Between Wendy and Dwiggin (WJ010854-WJ010855)	2/4/19	STIPULATED	
41	Todd Jaksick	7/4/16 (6:06 p.m.) Dwiggin's Email to Wendy (WJ010814-WJ010816)	2/4/19	STIPULATED	

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Exhibit No.	Party	Description	Marked	Offered	Admitted
42	Todd Jaksick	9/19/17 Email From Whelan to Wendy and Stan (WJ011421)	2/4/19		EXCLUDE? PER TODD'S 2/7/19 NOTICE
43	Todd Jaksick	10/22/13 Email From Clayton to McQuaid, LeGoy, Riley, Stan, Todd (TJ1734-TJ1766)	2/4/19	STIPULATED	
44	Todd Jaksick	8/8/13 Email From LeGoy to Clayton, Todd, Stan, Riley (TJ2500-TJ2508)	2/4/19	STIPULATED	2/21/19
45	Todd Jaksick	(List To Be Provided By Stan)	2/4/19		EXCLUDE? PER TODD'S 2/7/19 NOTICE
46	Todd Jaksick	2/27/07 Grant, Bargain, and Sale Deed (TJ0998-TJ1001)	2/4/19		EXCLUDE? PER TODD'S 2/7/19 NOTICE Except – TJ 1045 + TJ 1051
47	Todd Jaksick	5/29/08 Grant, Bargain and Sale Deed (TJ1002-TJ1004)	2/4/19	STIPULATED	
48	Todd Jaksick	Stan, Lisa TPO Docket Sheet (TJ1035-TJ1037)	2/4/19		EXCLUDE? PER TODD'S 2/7/19 NOTICE

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49	Todd Jaksick	Stan, Lisa Divorce Docket Sheet (TJ1038-TJ1052)	2/4/19	STIPULATED	
50	Todd Jaksick	2/23/12 Notice of Assignment of Option to Purchase Concerning Real Property (TJ1074-TJ1077)	2/4/19	STIPULATED	3/4/19
51	Todd Jaksick	6/7/12 Amended Notice of Assignment of Option to Purchase (TJ1089-TJ1092)	2/4/19	NO OBJECTION	2/19/19
52	Todd Jaksick	6/1/12 Memo From Hascheff to Todd, Riley (TJ2573-TJ2574)	2/4/19	STIPULATED	2/25/19
53	Todd Jaksick	3/3/14 Email String Between Todd and Stan (TJ1278-TJ1290)	2/4/19	STIPULATED	
54	Todd Jaksick	3/3/14 Consent and Release to Bank of America (TJ1295-TJ1296)	2/4/19	STIPULATED	3/4/19
55	Todd Jaksick	7/24/14 Text From Stan (TJ1329)	2/4/19	STIPULATED	3/4/19
56	Todd Jaksick	6/5/14 Email From Wendy to Todd (TJ1327-TJ1328)	2/4/19	STIPULATED	3/4/19
57	Todd Jaksick	5/28/14 Email String Between Riley, Wendy, Stan, Todd, Lexi (TJ1317-TJ1326)	2/4/19	STIPULATED	3/4/19
58	Todd Jaksick	4/6/15 Summary Appraisal (TJ1353-TJ1354)	2/4/19		

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59	Todd Jaksick	11/13/15 Consent to Incline TSS Operating Agreement (TJ1404)	2/4/19	STIPULATED	3/4/19
60	Todd Jaksick	10/28/14-11/03/14 Email String Between Riley, Todd, Stan (TJ1339-TJ1341)	2/4/19	STIPULATED	3/4/19
61	Todd Jaksick	11/13/15 Secured Promissory Note (TJ1405-TJ1410)	2/4/19	NO OBJECTION	2/20/19
62	Todd Jaksick	11/13/15 Pledge and Security Agreement (TJ1411-TJ1420)	2/4/19	STIPULATED	3/4/19
63	Todd Jaksick	2/25/16 Email String Between Todd, Stan (TJ1453-TJ1454)	2/4/19	STIPULATED	3/4/19
64	Todd Jaksick	11/13/15 Contribution and Issuance Agreement (TJ1421-TJ1427)	2/4/19	NO OBJECTION	2/20/19
65	Todd Jaksick	2/14/17 (12:43 p.m.) Email From Todd to Stan (TJ1521-TJ1531)	2/4/19	STIPULATED	3/4/19
66	Todd Jaksick	8/28/16 (8:54 p.m.) Email From Todd to Riley, Stan (TJ1467)	2/4/19	STIPULATED	3/4/19
67	Todd Jaksick	2/28/17 (6:48 p.m.) Email From Todd to Stan (TJ1532)	2/4/19	STIPULATED	2/20/19
68	Todd Jaksick	3/3/17 Email String Between Kreitlein, Stan, Todd (TJ1534-TJ1535)	2/4/19	STIPULATED	

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69	Todd Jaksick	5/19/17 Letter From Kreitlin to Palmer (TJ1561-TJ1562)	2/4/19	STIPULATED	
70	Todd Jaksick	8/31/17-9/6/17 Email String Between Stan, Todd (TJ1582)	2/4/19	STIPULATED	
71	Todd Jaksick	Schedule A Property (WJ00055)	2/4/19	STIPULATED	3/4/19
72	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/21/13-3/31/14 (JSK001116-JSK001166)	2/4/19	STIPULATED	2/20/19
73	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/1/14-3/31/15 (JSK001167-JSK001226)	2/4/19	STIPULATED	2/20/19
74	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/1/15-3/31/16 (JSK001227-JSK001282)	2/4/19	STIPULATED	2/20/19
75	Todd Jaksick	4/12/16 Email String Between Wendy, Riley, Lexi (WJ000297-WJ000299)	2/4/19	STIPULATED	2/20/19
76	Todd Jaksick	1/25/17 (12:17 p.m.) Email From Riley to McQuaid (JSK000276-000283)	2/4/19	STIPULATED	2/21/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
77	Todd Jaksick	8/11/16 Order Waiving Supplemental Inventory and Accounting for Final Distribution of the Estate (TJ3125-3132)	2/4/19	STIPULATED	
78	Todd Jaksick	9/19/05 Montreux Letter of Understanding (TJ2423-TJ2424)	2/4/19	STIPULATED	
79	Todd Jaksick	7/6/16 (6:58 p.m.) Email From Wendy to Stan (WJ0101817-WJ010818)	2/4/19	STIPULATED	2/26/19
80	Todd Jaksick	1/11/16 (12:59 p.m.) Email From Wendy to Stan (WJ010656)	2/4/19	STIPULATED	2/26/19
81	Todd Jaksick	2/16/18-2/21/18 Email String Between Kimmel, Stan, Todd (SJ000525-SJ000528)	2/4/19	STIPULATED	2/21/19
82	Todd Jaksick	1/27/17 Letter From Lattin to Dwiggin (WJ000444-WJ000449)	2/4/19	STIPULATED	
83	Todd Jaksick	7/24/17 (12:07 p.m.) Email From Wendy to Stan (WJ011212-WJ011215)	2/4/19	STIPULATED	
84	Todd Jaksick	7/26/17 (1:07 p.m.) Email From Wendy to Stan (WJ011250-011253)	2/4/19	STIPULATED	
85	Todd Jaksick	1/8/16 Email From Wendy to Riley, Lexi, Stan (WJ010626-WJ010627)	2/4/19	STIPULATED	

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86	Todd Jaksick	7/20/17 (4:20 p.m.) Email From Wendy to Riley (WJ011190)	2/4/19	STIPULATED	
87	Todd Jaksick	12/20/14 (12:36 a.m.) Email From Wendy to Todd, Stan, Lexi (WJ010613-WJ010614)	2/4/19		
88	Todd Jaksick	12/26/12 Various Emails Between Hascheff, Riley (TJ2579-TJ2584)	2/4/19	STIPULATED	
89	Todd Jaksick	Incline TSS/SSJ Cash Flow Data and Amortization Schedule (TJ0456-TJ0457)	2/4/19	NO OBJECTION	2/19/19
90	Todd Jaksick	Jaksick Entities Chart (SJ1060-SJ1067)	2/4/19	STIPULATED	2/21/19
91	Todd Jaksick	5/28/14 (12:03 p.m.) Riley Email to Wendy, Stan, Todd, Lexi (TJ1644-TJ1646)	2/4/19	STIPULATED	
92	Todd Jaksick	5/28/14 (2:12 a.m.) Wendy Email to Todd (TJ1651-TJ1656)	2/4/19	STIPULATED	
93	Todd Jaksick	7/25/16 (5:48 p.m.) Riley Email to Todd (TJ00495)	2/4/19	STIPULATED	
94	Todd Jaksick	6/27/18 Todd's Response to Wendy's First Request for Production of Documents	2/4/19		

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
95	Todd Jaksick	Financial Statements for Wendy Jaksick 4/21/13-12/31/16 (SK1283-SK1293)	2/4/19	NO OBJECTION	2/21/19
96	Todd Jaksick	11/15/11 SSJ, LLC Articles of Organization and Operating Agreement (JSK798-JSK812)	2/4/19	NO OBJECTION	2/19/19
97	Todd Jaksick	6/4/18 Todd's Amended Notice of Taking Depositions of Jaksick Family LLC	2/4/19		
97A	Todd Jaksick	7/31/18 Todd's Second Amended Notice of Taking Depositions of Jaksick Family, LLC	2/4/19		
98	Todd Jaksick	8/30/18 Todd's Subpoena Duces Tecum Jaksick Family, LLC	2/4/19		
99	Todd Jaksick	8/23/18 Jaksick Family, LLC Objections to Subpoena Duces Tecum	2/4/19		
100	Todd Jaksick	Montreux Golf Club Ltd.'s Entity Chart (TJ3133)	2/4/19	STIPULATED	
101	Todd Jaksick	7/31/18 Todd's Second Amended Notice of Taking Deposition of Toiyabe Investment	2/4/19		

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102	Todd Jaksick	8/30/18 Todd's Subpoena Duces Tecum Toiyabe Investment Co.	2/4/19		
103	Todd Jaksick	8/23/18 Toiyabe Objection to Subpoena Duces Tecum	2/4/19		
104	Todd Jaksick	Toiyabe Working Trial Balance (TJ3134)	2/4/19	STIPULATED	
105	Todd Jaksick	Montreux Development Group, LLC Entity Chart (TJ3136)	2/4/19	STIPULATED	
106	Todd Jaksick	6/25/90 Articles of Incorporation of Toiyabe Investment Co.	2/4/19	STIPULATED	
107	Todd Jaksick	6/90 By-Laws of Toiyabe Investment Co. (TTJ00250-TTJ00270)	2/4/19	STIPULATED	
108	Todd Jaksick	Excerpts From Videotaped Deposition of Wendy Jaksick (Vol 1)	2/4/19		
109	Todd Jaksick	Excerpts From Videotaped Deposition of Wendy Jaksick (Vol III)	2/4/19		
110	Todd Jaksick	Letter From David Jamieson to "Whom It May Concern" (no date) (TJ2267)	2/4/19		
111	Todd Jaksick	2/28/18 Email String Between Stan and Wendy (WJ011975-WJ011976)	2/4/19	STIPULATED	2/21/19

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112	Todd Jaksick	4/21/16 Option and Purchase Agreement – Sky-Out and Bright Holland (TJ3137-3159)	2/4/19		
113	Todd Jaksick	3/13/09 Quit Claim Deed (#3738685) (TJ3160-3164)	2/4/19	STIPULATED	
114	Todd Jaksick	5/11/07 Letter to Clayton From Hascheff (TJ3165)	2/4/19	STIPULATED	2/20/19
115	Todd Jaksick	9/16/10 Operating Agreement of Incline TSS, Ltd. (TJ3012-TJ3042)	2/4/19	NO OBJECTION	2/28/19
116	Todd Jaksick	9/14/12 Memorandum to the File From Hascheff (TJ3096)	2/4/19		
117	Todd Jaksick	9/9/12 Letter to U.S. Bank Trust From Hascheff (TJ3097)	2/4/19		
118	Todd Jaksick	12/4/12 Water Rights Deed – Lake Ridge and Jaksick Family, LLC. (TJ3166-TJ3167)	2/4/19	STIPULATED	2/28/19
119	Todd Jaksick	12/28/12 Water Rights Deed – Lakeridge Golf Course and Jaksick Family LLC (TJ3168-3171)	2/4/19	STIPULATED	2/21/19
120	Todd Jaksick	12/28/12 Water Rights Deed – Lakeridge, Inc. and Jaksick Family LLC (TJ3172-TJ3175)	2/4/19	STIPULATED	2/21/19

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121	Todd Jaksick	12/28/12 Water Rights Deed – Sam, Thelma Estate and Jaksick Family LLC (TJ3176-TJ3179)	2/4/19	STIPULATED	2/21/19
122	Todd Jaksick	12/28/12 Water Rights Deed – Samuel Stan, Jr. and Thelma Jaksick (TJ3180-TJ3183)	2/4/19	STIPULATED	2/28/19
123	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224431) (TJ3184-TJ3187)	2/4/19	STIPULATED	2/21/19
124	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224433) (TJ3188-TJ3191)	2/4/19	STIPULATED	2/21/19
125	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224432) (TJ3192-TJ3194)	2/4/19	STIPULATED	2/21/19
126	Todd Jaksick	Samuel Jaksick Jr. Family Trust Financial Statements 4/1/16-12/31/17 (TJ3195-TJ3258)	2/4/19	STIPULATED	2/20/19
127	Todd Jaksick	7/30/12 Indemnification Agreement (Riley0036-Riley0042)	2/4/19	STIPULATED	
128	Todd Jaksick	3/20/12 Grant, Bargain and Sale Deed (Riley 0001-Riley 0035)	2/4/19	STIPULATED	2/28/19
129	Todd Jaksick	SSJ's Issue Trust Financial Statement 4/21/13-12/31/13 (TJ3259-TJ3273)	2/4/19	NO OBJECTION	2/21/19

Jury Trial Exhibits

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130	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/14-12/31/14 (TJ3274-TJ3284)	2/4/19	NO OBJECTION	2/21/19
131	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/15-12/31/15 (TJ3285-TJ3296)	2/4/19	NO OBJECTION	2/21/19
132	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/16-12/31/16 (TJ3297-TJ3309)	2/4/19	NO OBJECTION	2/21/19
133	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/17-12/31/17 (TJ3310-TJ3337)	2/4/19	STIPULATED	2/28/19
134	Todd Jaksick	1/27/17 (11:27 a.m.) Email From Riley to Stan, Todd, Kimmel, LeGoy, McQuaid (SJ000582-SJ000583)	2/4/19	STIPULATED	
135	Todd Jaksick	Sam Jaksick Estate Tax Return – 2012 (WJ02045-WJ02130) [CONTAINS SSN]	2/4/19	STIPULATED	
136	Todd Jaksick	Incline TSS Balance Sheets 2014-2016 (TJ3338-TJ3346)	2/4/19	STIPULATED	
137	Todd Jaksick	Incline TSS Working Trial Balance 2013-2016 (TJ3347-TJ3354)	2/4/19	STIPULATED	
138	Todd Jaksick	Sam Jaksick Gift Tax Return 2012 (WJ02514-WJ02523) [CONTAINS SSN]	2/4/19	STIPULATED	

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139	Todd Jaksick	3/13/14 (4:48 p.m.) Email From Todd to Stan, Wendy, Lexi (TJ1297)	2/4/19	STIPULATED	
140	Todd Jaksick	12/9/16 Closing Disclosure for Lake House (TJ1484-TJ1488)	2/4/19	STIPULATED	
141	Todd Jaksick	12/8/16 Ticor Final Settlement Statement for Lake House (TJ1483)	2/4/19	STIPULATED	
142	Todd Jaksick	Declaration of Gift 2011 46% (TJ2669)	2/4/19	STIPULATED	
143	Todd Jaksick	Declaration of Gift 2011 3% (TJ2670)	2/4/19	STIPULATED	
144	Todd Jaksick	12/15/11 Duck Lake Ranch Appraisal-46% Interest (TJ2671-TJ2704)	2/4/19	STIPULATED	
145	Todd Jaksick	8/1/11 Duck Lake Ranch Appraisal-3% Interest (TJ2705-TJ2738)	2/4/19	STIPULATED	
146	Todd Jaksick	Incline TSS 2018 Budget Forecast (TJ2993)	2/4/19	STIPULATED	
147	Todd Jaksick	5/3/12 Grand, Bargain and Sale Deed (TJ3355-TJ3364)	2/4/19	STIPULATED	
148	Todd Jaksick	10/31/18 Washoe County Real Property Assessment Data (TJ3365-TJ3372)	2/4/19	STIPULATED	

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149	Todd Jaksick	49 Mountain Trust Agreement (JSK1916-JSK1929)	2/4/19	STIPULATED	
150	Todd Jaksick	10/12/18 Todd's Petition for Reconveyance of Trust Assets	2/4/19	OBJECTION SUSTAINED	---
151	Todd Jaksick	7/27/17 Letter From Lattin to Wendy (WJ00264)	2/4/19	STIPULATED	2/21/19
152	Todd Jaksick	3/15/17 Todd Letter to LeGoy, McQuaid (TJ2609-TJ2642)	2/4/19	STIPULATED	
153	Todd Jaksick	11/30/05 Third Amendment to and Complete Restatement of Samuel Stan Jr. Family Trust Agreement (JSK1866-JSK1880)	2/4/19	STIPULATED	
153A	Todd Jaksick	11/30/05 Third Amendment to and Complete Restatement of Samuel Stan Jr. Family Trust Agreement (MCL001109-001138)	2/4/19	STIPULATED	2/25/19
154	Todd Jaksick	3/14/11 Fourth Amendment to Samuel Stan, Jr. Family Trust Agreement (JSK1831-JSK1833)	2/4/19	NO OBJECTION	2/19/19
155	Todd Jaksick	4/27/12 Fifth Amendment to the Samuel Stan, Jr Family Trust Agreement (JSK1827-JSK1830)	2/4/19	NO OBJECTION	2/19/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
156	Todd Jaksick	9/24/18 Supplement to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court (Family Trust)	2/4/19	OBJECTION SUSTAINED	---
157	Todd Jaksick	9/20/18 Supplement to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court (Issue Trust)	2/4/19	OBJECTION SUSTAINED	---
158	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224430 (TJ3373-TJ3377)	2/4/19	STIPULATED	2/28/19
159	Todd Jaksick	4/9/13 Declaration of Value (TJ3378)	2/4/19	STIPULATED	2/21/19
160	Todd Jaksick	4/11/17 Notice of Document Filed in Error (TJ2739-TJ2747)	2/4/19	STIPULATED	2/28/19
160A	Todd Jaksick	4/11/17 Correction Water Rights Deed (#4694577) (TJ2748-TJ2762)	2/4/19	STIPULATED	2/28/19
160B	Todd Jaksick	4/11/17 Correction Grant, Bargain and Sale Deed (TJ2763-TJ2767)	2/4/19	STIPULATED	2/28/19
161	Todd Jaksick	11/18/09 Email From Clayton to Riley, Hascheff (PH495-PH497)	2/4/19	STIPULATED	2/28/19
162	Todd Jaksick	11/23/09 Email From Clayton to Hascheff (PH327)	2/4/19	STIPULATED	2/28/19

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163	Todd Jaksick	11/24/09 Certificate of LLC Membership Interest Sammy Super Cub LLC (PH337-PH338)	2/4/19	STIPULATED	
164	Todd Jaksick	2/19/13 Email From Hascheff to Clayton (WJ000271)	2/4/19	STIPULATED	2/21/19
165	Todd Jaksick	9/3/08 Certificate of Trust Existence and Authority (JSK001838-JSK001843)_	2/4/19	STIPULATED	2/28/19
166	Todd Jaksick	Term Sheet Eco2 Forest, Inc. (PH501-PH504)	2/4/19	STIPULATED	2/21/19
167	Todd Jaksick	2/17/10 Project Summary (PH540)	2/4/19	STIPULATED	2/21/19
168	Todd Jaksick	7/25/16 Wendy, Riley Email String (TJ1864-TJ1866)	2/4/19	STIPULATED	2/21/19
169	Todd Jaksick	7/25/16 Wendy, Riley Email String (TJ1867-TJ1870)	2/4/19	STIPULATED	2/21/19
170	Todd Jaksick	7/31/13 Riley Affidavit (Riley2012)	2/4/19	STIPULATED	2/28/19
171	Todd Jaksick	7/17/14 Riley Affidavit (Riley2013-Riley2014)	2/4/19	STIPULATED	2/28/19
172	Todd Jaksick	2014 Incline TSS Ltd Tax Return (JSK00126-JSK00150)	2/4/19	STIPULATED	
173	Todd Jaksick	1/1/08 Indemnification Agreement (Todd) Riley1745-Riley1754	2/4/19	STIPULATED	2/20/19

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174	Todd Jaksick	10/18/18 Todd B. Jaksick's Fifth Supplemental Disclosures	2/4/19	STIPULATED	
175	Todd Jaksick	12/17/18 Campagna Expert Report	2/4/19	STIPULATED	
176	Todd Jaksick	12/07 ALCPA Practice Guide for Fiduciary Accounting	2/4/19	STIPULATED	
177	Todd Jaksick	NRS 165.1207	2/4/19		
178	Todd Jaksick	NRS 165.1214	2/4/19		
179	Todd Jaksick	NRS 165.135	2/4/19		
180	Todd Jaksick	4/1/16-12/13/17 Samuel S. Jaksick Jr. Family Trust Financial Statements	2/4/19	STIPULATED	2/28/19
181	Todd Jaksick	Engagement Letter (to be provided)	2/4/19		
182	Todd Jaksick	AR-C Section 80	2/4/19	STIPULATED	
183	Todd Jaksick	12/17/18 Expert Report of Gary Stolbach, Attorney	2/4/19	STIPULATED	
184	Todd Jaksick	1/7/19 Wendy's Biography	2/4/19		
185	Todd Jaksick	9/3/14 Letter from LeGoy to Wendy (MCL000761-MCL000762)	2/4/19	STIPULATED	
186	Todd Jaksick	10/15/14 Letter from LeGoy to Brett Buckingham, Investigator, Gaming Division (MCL000670-MCL000671)	2/4/19	STIPULATED	

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187	Todd Jaksick	10/27/14 Letter from LeGoy to Stan (MCL001096-MCL001098)	2/4/19	STIPULATED	
188	Todd Jaksick	6/1/17 Letter from LeGoy to Wendy, Joshua Hood (MCL000566-MCL000568)	2/4/19	STIPULATED	
189	Todd Jaksick	8/23/06 Certification of the Samuel S. Jaksick Jr Family Trust (MCL000870-MCL000879)	2/4/19	STIPULATED	2/25/19
190	Todd Jaksick	9/3/08 Certificate of Trust Existence and Authority (JSK001838-001847)	2/4/19	STIPULATED	2/25/19
191	Todd Jaksick	10/11/13 Letter from Janene Jaksick to Estate of Samuel S. Jaksick Jr. (MCL000307-MCL000308)	2/4/19	STIPULATED	2/28/19
192	Todd Jaksick	6/4/13 Letter from Soraya Aguirre to LeGoy (MCL001059)	2/4/19	STIPULATED	
193	Todd Jaksick	Consent to Conveyance of Real Property in Compromise of Secured Claims and Waiver of Notice of Proposed Action (MCL000707-MCL000708)	2/4/19	STIPULATED	
194	Todd Jaksick	(8/29/14) Loan Termination Agreement (Draft) (MCL000709-MCL000724)	2/4/19	STIPULATED	

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195	Todd Jaksick	1/14/16 Assignment of Shares of Stock Separate from Certificate (MCL000131)	2/4/19	STIPULATED	2/28/19
196	Todd Jaksick	8/8/13 List of Creditors for Samuel S. Jaksick (MCL001050-MCL001052)	2/4/19	STIPULATED	
197	Todd Jaksick	7/20/18 Letter from Zachary Johnson to Clayton	2/4/19	STIPULATED	2/27/19
198	Todd Jaksick	3/15-5/16 Journal of Notarial Acts (JC0001-JC0005)	2/4/19	STIPULATED	2/27/19
199	Todd Jaksick	3/4/15 Email from Todd to Riley, McQuaid and Stan (MCL000211)	2/4/19	STIPULATED	
200	Todd Jaksick	12/17/12 Assignment and Declaration of Gift (MCL001003-MCL001004)	2/4/19	STIPULATED	2/27/19
201	Todd Jaksick	6/8/13 Grant, Bargain & Sale Deed (MCL000697-MCL000699)	2/4/19	STIPULATED	2/27/19
202	Todd Jaksick	12/18/12 Email from Clayton to Hascheff, Todd (TJ2567-TJ2571)	2/4/19	STIPULATED	2/21/19
203	Todd Jaksick	8/26/13 Affidavit of Wendy Ann Jaksick (JC0542-JC0543)	2/4/19	STIPULATED	2/21/19
204	Todd Jaksick	6/4/13 Email from Clayton to McQuaid, Todd (JC0208-JC0211)	2/4/19	STIPULATED	

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205	Todd Jaksick	7/25/13 Email from Clayton to Riley, LeGoy (JC0274-JC0276)	2/4/19	STIPULATED	2/21/19
206	Todd Jaksick	5/29/13 Email String between Clayton, Riley (JC0051-JC0053)	2/4/19	STIPULATED	
207	Todd Jaksick	10/14/13 Email from McQuaid to Clayton, Todd, Stan, Riley (JC0054-JC0055)	2/4/19	STIPULATED	2/20/19
208	Todd Jaksick	NRS 240.075, NRS 240.120 Notary Prohibited Acts	2/4/19	STIPULATED	
209	Todd Jaksick	Jessica Clayton's Signature of Sam Jaksick2	2/4/19		
210	Todd Jaksick	12/17/18 Letter from R. Bruce Wallace Jr. to Zachary E. Johnson	2/4/19	STIPULATED	
211	Todd Jaksick	10/15/13 Email from McQuaid to Clayton, Todd, Stan, Riley, LeGoy (JC0056-JC0089)	2/4/19	STIPULATED	
212	Todd Jaksick	3/15/17 (10:55 a.m.) email from Jessica to Todd (JC0104-JC0136)	2/4/19	STIPULATED	
213	Todd Jaksick	Samuel Jaksick Jr. Statement of Financial Condition 10/15/10 (RILEY3607-RILEY3623)	2/4/19	STIPULATED	2/21/19

Jury Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
214	Todd Jaksick	Samuel Jaksick Jr. Statement of Financial Condition (RILEY3624-RILEY3639)	2/4/19	STIPULATED	2/21/19
215	Todd Jaksick	Hydrographic Abstracts	2/4/19	STIPULATED	2/26/19
216	Todd Jaksick	Division of Water Resources-Mapping & Data re: Buckhorn	2/4/19	STIPULATED	2/26/19
217	Todd Jaksick	Division of Water Resources – Mapping & Data re: Jackrabbit	2/4/19	STIPULATED	2/26/19
218	Todd Jaksick	Division of Water Resources-Mapping & Data re: White Pine Lumber	2/4/19	STIPULATED	2/26/19
219	Todd Jaksick	Division of Water Resources – Mapping & Data re: Home Camp	2/4/19	STIPULATED	2/26/19
220	Todd Jaksick	James Green Report	2/4/19	STIPULATED	2/25/19
221	Todd Jaksick	James Green File	2/4/19	STIPULATED	2/25/19
222	Todd Jaksick	James Green Emails	2/4/19	STIPULATED	
223	Todd Jaksick	Division of Water Resources – Mapping & Data re: Nevada Pronghorn II	2/4/19	STIPULATED	2/21/19
224	Todd Jaksick	Division of Water Resources – Mapping & Data re: Bright Holland	2/4/19	STIPULATED	2/21/19
225	Todd Jaksick	Division of Water Resources – Mapping & Data re: Duck Lake Ranch	2/4/19	STIPULATED	2/21/19

Jury Trial Exhibits

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226	Todd Jaksick	Division of Water Resources – Mapping & Data re; Duck Lake Ranch	2/4/19	STIPULATED	2/21/19
227	Todd Jaksick	Division of Water Resources – Mapping & Data re: SSJ Issue Trust & TBJ Issue Trust & TBJ SC Trust	2/4/19	STIPULATED	2/21/19
228	Todd Jaksick	Division of Water Resources Mapping & Data re: Barker-Coleman; Sam & Thelma Jaksick	2/4/19	STIPULATED	2/21/19
229	Todd Jaksick	Division of Water Resources – Mapping & Data re: Spruce Monarch	2/4/19	STIPULATED	2/21/19
230	Todd Jaksick	6/2/13 Palmer Letter to Eshelman (RILEY2893-RILEY2897)	2/4/19	STIPULATED	2/21/19
231	Todd Jaksick	5/7/13-5/22/13 Palmer, West, Todd Email String (MCL1081-MCL1086)	2/4/19	STIPULATED	2/21/19
232		INTENTIONALLY BLANK			
233	Todd Jaksick	2/13/17 Letter from American Ag Credit to Sam, Todd (MCL001475-MCL001480)	2/4/19	STIPULATED	
234	Todd Jaksick	7/7/16 Letter from American Ag Credit to Bright Holland	2/4/19	STIPULATED	

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Exhibit No.	Party	Description	Marked	Offered	Admitted
235	Todd Jaksick	12/5/12 Agreement Between Duck Lake Ranch and White Pine Lumber (MCL0009)	2/4/19	STIPULATED	
236	Todd Jaksick	10/18/17 Seller's Settlement Statement	2/4/19	STIPULATED	
237	Todd Jaksick	2017 IRS Substitute Form; 1099-S 9/6/16 Stan Email to Riley (RILEY3217)	2/4/19	STIPULATED	
238	Todd Jaksick	9/6/16-9/7/16 Stan, Riley Email String (RILEY3216)	2/4/19	STIPULATED	
239	Todd Jaksick	Photograph of Car	2/4/19	STIPULATED	2/21/19
240	Todd Jaksick	3/1/17 Samuel Jaksick Jr. Family Trust Settlements of Family Trust Obligations (RILEY3667)	2/4/19	STIPULATED	
241	Todd Jaksick	8/23/16 Todd, Stan Email String (RILEY3215)	2/4/19	STIPULATED	
242	Stanley Jaksick	Email correspondence between Stan Jaksick, Todd Jaksick, Lexi Smrt and Wendy Jaksick re: Christmas and Tahoe dated 12/01/2017	2/4/19	STIPULATED	2/26/19
243	Stanley Jaksick	Email correspondence between Todd Jaksick, Stan Jaksick, Kevin Riley and Michael Kimmel re: Invoice from Sam Trust dated 09/22/17	2/4/19	STIPULATED	2/20/19

Jury Trial Exhibits

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244	Stanley Jaksick	Email correspondence between Stan Jaksick, Todd Jaksick, Michael Kimmel and Kevin Riley re: Meeting notes 11/29/17 dated 12/05/17	2/4/19	STIPULATED	2/26/19
245	Stanley Jaksick	Email correspondence between Kevin Riley and Stan Jaksick re: Question dated 09/06/16	2/4/19	STIPULATED	
246	Stanley Jaksick	Email correspondence between Stan Jaksick and Todd Jaksick re: Super Cub dated 01/11/14	2/4/19	STIPULATED	2/26/19
247		INTENTIONALLY BLANK			
248		INTENTIONALLY BLANK			
249		INTENTIONALLY BLANK			
250	Todd Jaksick	3/17/14 Closing Documents, Refinance 2014 (TICOR00261)	2/4/19	STIPULATED	
250A	Todd Jaksick	3/17/14 Balance Statement (TICOR0000273-TICOR0000274)	2/4/19		
250B	Todd Jaksick	3/13/14 Borrower's Loan Escrow Instructions (TICOR0000697-TICOR0000698)	2/4/19		

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
250C	Todd Jaksick	3/14/14 Settlement Statement (TICOR0000692-TICOR0000696)	2/4/19		
250D	Todd Jaksick	3/17/14 Deed of Trust (TICOR0000422-TICOR0000439)	2/4/19		
250E	Todd Jaksick	3/14/14 Adjustable Rate Note (TICOR0000704-TICOR0000708)	2/4/19		
250F	Todd Jaksick	3/14/14 Continuing and Unconditional Guaranty (TICOR0000709-TICOR0000722)	2/4/19		
250G	Todd Jaksick	3/14/14 Continuing and Unconditional Guaranty (TICOR0000723-TICOR0000737)	2/4/19		
251	Todd Jaksick	12/5/16 Closing Disclosure (TJ1484-TJ1488)	2/4/19		
251A	Todd Jaksick	12/9/16 Settlement Statement (Estimated) (TJ1489)	2/4/19		
251B	Todd Jaksick	12/16/16 Escrow Instruction (TJ1490-TJ1499)	2/4/19		
251C	Todd Jaksick	Updated Preliminary Title Report (TJ1500-TJ1520)	2/4/19		
252	Todd Jaksick	1/14/13 10:23 a.m. Email From Brenda Webb to Jennifer Tahoe Luxury Properties (TJ1159)	2/4/19		

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
253	Todd Jaksick	10/8/13 Stan and Lisa Jaksick Divorce Decree (TJ1166-TJ1169)	2/4/19		
254	Todd Jaksick	4/24/13 12:20 pm Email From Bill Dietz to Stan Jaksick (TJ1171-TJ1172)	2/4/19		
255	Todd Jaksick	5/30/13 Email String Between Clayton, Todd, LeGoy (TJ2462)	2/4/19		
256	Todd Jaksick	6/3/13 Email String Todd, LeGoy, Riley, Clayton (TJ2582-TJ2584)	2/4/19		
257	Todd Jaksick	11/17/16 William Kimmel Letter; Appraisal (TJ0490-TJ0516)	2/4/19		
258	Todd Jaksick	10/3/13 Bank of America Creditor's Claim (TJ1227-TJ1264)	2/4/19	STIPULATED	2/20/19
259	Todd Jaksick	10/3/14 Text From Wendy (TJ1265)	2/4/19		
260	Todd Jaksick	2/15/14 (1:12 p.m.) Email Riley to Todd (TJ1275-TJ1276)	2/4/19		
261	Todd Jaksick	2/27/14 (12:50 p.m.) Email From Todd to Stan (TJ1277)	2/4/19		
262	Todd Jaksick	7/5/13 (10:30 a.m.) Todd email to Riley (cc: Stan) (TJ1183)	2/4/19		

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Exhibit No.	Party	Description	Marked	Offered	Admitted
263	Todd Jaksick	4/18/18 Wendy, Stan Email String (WJ012080-WJ012086)	2/4/19		
264	Todd Jaksick	3/17/14 Amended Operating Agreement Incline TSS (TJ0750-TJ0779)	2/4/19	NO OBJECTION	2/28/19
265	Todd Jaksick	3/15/14 New Partnership Structure (TJ1298)	2/4/19		
266	Todd Jaksick	TSS/SSJ Note Payable Schedule (TJ1134-TJ1154)	2/4/19		
267	Todd Jaksick	11/10/14 Wendy Text & Emails (TJ1188-TJ1190)	2/4/19		
268	Todd Jaksick	11/14/15 Stan text to Todd (TJ1397)	2/4/19		
269	Todd Jaksick	4/17/14 (9:02 a.m.) Text From Wendy to Todd (TJ1308)	2/4/19		
270	Todd Jaksick	5/21/14 (8:17 a.m.) Email From Wendy to Todd & Stan (TJ1315-TJ1316)	2/4/19		
271	Todd Jaksick	9/2/14 (8:20 p.m.) Email From Todd to Stan (TJ1332)	2/4/19		
272	Todd Jaksick	10/13/14 (3:40 p.m.) Email between Todd & Stan (TJ1335)	2/4/19		
273	Todd Jaksick	1/14/15 (1:37 p.m.) Email From Stan to Todd (TJ1348-TJ1349)	2/4/19		

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
274	Todd Jaksick	1/22/15 (12:45 p.m.) Email From Stan to LeGoy (TJ2586)	2/4/19		
275	Todd Jaksick	1/30/15 Note Payable between Stan & Incline TSS (TJ1350-TJ1352)	2/4/19		
276	Todd Jaksick	7/7/15 (5:45 p.m.) Email From Wendy to Riley (TJ1385)	2/4/19		
277	Todd Jaksick	SSJ Trust Financial Statements 2014 (TJ1386-TJ1396)	2/4/19		
278	Todd Jaksick	11/13/15 Text From Todd to Stan (TJ1398)	2/4/19		
279	Todd Jaksick	Certificate of LLC Membership-Incline TSS Ltd (TJ1431)	2/4/19		
280	Todd Jaksick	1/12/16 (11:37 a.m.) Email From Wendy to Todd& Stan (TJ1441-TJ1443)	2/4/19		
281	Todd Jaksick	1/26/16 (6:06 p.m.) Email from Stan to Todd (TJ1449-TJ1451)	2/4/19		
282	Todd Jaksick	5/31/16 Email String Between Stan, Todd (TJ1464)	2/4/19		
283	Todd Jaksick	9/6/16 (8:41 a.m.) Email From Todd to Stan and Riley (TJ1468-TJ1469)	2/4/19		

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
284	Todd Jaksick	9/29/16 (6:06 p.m.) Email From Todd to Stan, Riley (TJ1470)	2/4/19		
285	Todd Jaksick	12/09/16 Guarantee (TJ0678-TJ0689)	2/4/19		
286	Todd Jaksick	4/15/18 11:09 p.m. Email from Danyarop LLC to Acumen Finance (cc: Wendy) (WJ012068-WJ012069)	2/4/19		
287	Todd Jaksick	2/28/17 (7:55 p.m.) Email From Stan to Todd (TJ1533)	2/4/19		
288	Todd Jaksick	3/13/17 (11:20 p.m.) Email From Todd to Stan (TJ1537)	2/4/19		
289	Todd Jaksick	3/15/17 (11:23 a.m.) Email From Stan to Todd (TJ1545-TJ1548)	2/4/19		
290	Todd Jaksick	3/23/17 (3:06 p.m.) Email From Todd to Stan (TJ1552)	2/4/19		
291	Todd Jaksick	3/24/17 (9:34 a.m.) Wendy Email to Stan and Todd (TJ1554-TJ1555)	2/4/19		
292	Todd Jaksick	3/25/17 (12:13 p.m.) Email From Wendy to Lexi, Todd, Stan (TJ1556-TJ1557)	2/4/19		
293	Todd Jaksick	4/7/17 (1:19 p.m.) Email From Todd to Wendy, Lexi & Stan (TJ1558)	2/4/19		

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Exhibit No.	Party	Description	Marked	Offered	Admitted
294	Todd Jaksick	7/11/17 (12:34 p.m.) Email From Stan to Todd (TJ1570-TJ1571)	2/4/19		
295	Todd Jaksick	9/27/17 (11:22 a.m.) Email From Stan to Todd (TJ1583)	2/4/19		
296	Todd Jaksick	8/15/13 Email from Clayton to Riley, Todd, Stan (TJ2509-TJ2515)	2/4/19		
297	Todd Jaksick	8/15/13 (1:28 p.m.) Email From Clayton to Riley (TJ1712-TJ1718)	2/4/19		
298	Todd Jaksick	10/21/13 Todd's Creditor Claim (TJ1719-TJ1733)	2/4/19	STIPULATED	2/20/19
299	Todd Jaksick	1/20/16 (8:52 p.m.) Email From Todd to Wendy (TJ1767-TJ1768)	2/4/19		
300	Todd Jaksick	6/2017 Capital Call Request (TJ1773-TJ1778)	2/4/19		
301	Todd Jaksick	12/18/12 (12:21 p.m.) Email from Clayton to Hascheff, Todd (TJ2567-TJ2571)	2/4/19		
302	Todd Jaksick	6/5/14 (9:32 a.m.) Wendy Email to Todd (TJ1185-1186)	2/4/19		
303	Todd Jaksick	6/6/13 Text from Wendy to Todd (TJ1887-TJ1891)	2/4/19		

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Exhibit No.	Party	Description	Marked	Offered	Admitted
304	Todd Jaksick	7/5/13 (10:31 a.m.) Email from Todd to Riley, Stan (TJ1892)	2/4/19		
305	Todd Jaksick	7/30/14 & 7/31/14 Todd emails to Wendy (TJ1187)	2/4/19		
306	Todd Jaksick	11/18/14 (8:13 a.m.) Wendy Email to Todd, Stan, Lexi, Riley (TJ1191)	2/4/19		
307	Todd Jaksick	Photo of Samuel S. Jaksick, Jr.	2/13/19		
308	Todd Jaksick	Sam's Intent diagram	2/13/19		
309	Todd Jaksick	Chart of Entities Owned by Trust in April of 2013/ACPAs	2/13/19	DEMO PURPOSE ONLY	DEMO PURPOSE ONLY
310	Todd Jaksick	Samuel S. Jaksick, Jr. Family Trust 4/21/13	2/13/19		
310A	Todd Jaksick	Samuel S. Jaksick, Jr. Family Trust 2/4/19	2/13/19		
311	Todd Jaksick	SUMMARY OF PERSONAL GUARANTEES	2/13/19		
312	Todd Jaksick	LIST OF ENTITIES IN WHICH TRUST HAS OWNERSHIP INTEREST PRESENTLY]	2/13/19		
313	Todd Jaksick	Tahoe Timeline	2/13/19		
313A	Todd Jaksick	Tahoe Timeline	2/13/19		
313B	Todd Jaksick	Lake Tahoe House	2/13/19		

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Exhibit No.	Party	Description	Marked	Offered	Admitted
314	Todd Jaksick	LIST OF AND CHRONOLOGY OF TRUSTEES	2/13/19		
315	Todd Jaksick	Wendy's Advances	2/13/19		
316	Todd Jaksick	Financial Risk; demonstrative exhibit	2/13/19	NO OBJECTION TO DEMO. PURPOSES ONLY	DEMO. PURPOSE ONLY
317	Todd Jaksick	Diagram	2/13/19		
317A	Todd Jaksick	Diagram	2/13/19		
317B	Todd Jaksick	Diagram	2/13/19		
317C	Todd Jaksick	Diagram	2/13/19		
317D	Todd Jaksick	Diagram	2/13/19		
317E	Todd Jaksick	Diagram	2/13/19		
317F	Todd Jaksick	Diagram	2/13/19		
317G	Todd Jaksick	Diagram	2/13/19		
317H	Todd Jaksick	Diagram	2/13/19		
317I	Todd Jaksick	Diagram	2/13/19		
317J	Todd Jaksick	Diagram	2/13/19		
317K	Todd Jaksick	Diagram	2/13/19		
317L	Todd Jaksick	Diagram	2/13/19		
317M	Todd Jaksick	Diagram	2/13/19		
317N	Todd Jaksick	Diagram	2/13/19		
317O	Todd Jaksick	Diagram	2/13/19		
317P	Todd Jaksick	Diagram	2/13/19		
318	Todd Jaksick	Photographs TJ3382	2/4/19		

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318A	Todd Jaksick	Photographs TJ3383	2/4/19		
318B	Todd Jaksick	Photographs TJ3384	2/4/19		
318C	Todd Jaksick	Photographs TJ3385	2/4/19		
318D	Todd Jaksick	Photographs TJ3386	2/4/19		
318E	Todd Jaksick	Photographs TJ3387	2/4/19		
318F	Todd Jaksick	Photographs TJ3388	2/4/19		
318G	Todd Jaksick	Photographs TJ3389	2/4/19		
318H	Todd Jaksick	Photographs TJ3390	2/4/19		
318I	Todd Jaksick	Photographs TJ3391	2/4/19		
318J	Todd Jaksick	Photographs TJ3392	2/4/19		
318K	Todd Jaksick	Photographs TJ3393	2/4/19		
318L	Todd Jaksick	Photographs TJ3394	2/4/19		
318M	Todd Jaksick	Photographs TJ3395	2/4/19		
318N	Todd Jaksick	Photographs TJ3396	2/4/19		
318O	Todd Jaksick	Photographs TJ3397	2/4/19		
318P	Todd Jaksick	Photographs TJ3398	2/4/19		
318Q	Todd Jaksick	Photographs TJ3399	2/4/19		
318R	Todd Jaksick	Photographs TJ3400	2/4/19		
318S	Todd Jaksick	Photographs TJ3401	2/4/19		
318T	Todd Jaksick	Photographs TJ3402	2/4/19		
318U	Todd Jaksick	Photographs TJ3403	2/4/19		
318V	Todd Jaksick	Photographs TJ3404	2/4/19		
318W	Todd Jaksick	Photographs TJ3405	2/4/19		
318X	Todd Jaksick	Photographs TJ3406	2/4/19		
318Y	Todd Jaksick	Photographs TJ3407	2/4/19		

Jury Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
318Z	Todd Jaksick	Photographs TJ3408	2/4/19		
318AA	Todd Jaksick	Photographs TJ3409	2/4/19		
318BB	Todd Jaksick	Photographs TJ3410	2/4/19		
318CC	Todd Jaksick	Photographs TJ3411	2/4/19		
318DD	Todd Jaksick	Photographs TJ3412	2/4/19		
318EE	Todd Jaksick	Photographs TJ3413	2/4/19		
318FF	Todd Jaksick	Photographs TJ3414	2/4/19	NO OBJECTION	2/22/19
318GG	Todd Jaksick	Photographs TJ3415	2/4/19	NO OBJECTION	2/22/19
318HH	Todd Jaksick	Photographs TJ3416	2/4/19		
318II	Todd Jaksick	Photographs TJ3417	2/4/19		
318JJ	Todd Jaksick	Photographs TJ3418	2/4/19		
318KK	Todd Jaksick	Photographs TJ3419	2/4/19		
318LL	Todd Jaksick	Photographs TJ3420	2/4/19		
318MM	Todd Jaksick	Photographs TJ3421	2/4/19		
318NN	Todd Jaksick	Photographs TJ3422	2/4/19		
318OO	Todd Jaksick	Photographs TJ3379	2/4/19		
318PP	Todd Jaksick	Photographs TJ3380	2/4/19		
318QQ	Todd Jaksick	Photographs TJ3381	2/4/19		
319	Todd Jaksick	12/8/14 (4:19 p.m.) Clayton email to Wendy (cc: Todd, Stan) (TJ1192)	2/4/19		
320	Todd Jaksick	12/11/14 (9:57 a.m.) Clayton email to Wendy (cc: Todd, Stan) (TJ1193)	2/4/19		

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321	Todd Jaksick	3/11/14 (9:45 a.m.) Email from Wendy to Todd (TJ1836-TJ1837)	2/4/19		
322	Todd Jaksick	12/15/14 (5:01 p.m.) Clayton email to Wendy (TJ1194)	2/4/19		
323	Todd Jaksick	5/28/14 (12:03 p.m.) Email from Riley to Wendy, Stan, Todd, Lexi (TJ1843-TJ1846)	2/4/19		
324	Todd Jaksick	7/7/15 (6:49 p.m.) Email from Riley to Todd, Stan (TJ1848-TJ1849)	2/4/19		
325	Todd Jaksick	7/25/16 (1:17 p.m.) Email from Riley to Wendy (TJ1864-TJ1866)	2/4/19		
326	Todd Jaksick	7/25/16 (5:27 p.m.) Email from Riley to Wendy, Lexi (TJ1867-TJ1870)	2/4/19		
327	Todd Jaksick	Demonstrative Chart – Professionals Providing Advice to Todd	2/13/19	NO OBJECTION TO DEMO. PURPOSES ONLY	DEMO. PURPOSE ONLY
328	Todd Jaksick	Indemnification agreement chart	2/14/19		
329	Todd Jaksick	Demonstrative Chart – All Payments to SSJ [NOT PROVIDED AT EXHIBIT MARKING]			

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
330	Todd Jaksick	Debts and Obligations Schedule re: Samuel S. Jaksick Jr Family Trust, Estate of Samuel L. Jaksick Jr.	2/4/19		
331	Todd Jaksick	Advances to Wendy	2/13/19	NO OBJECTION	2/27/19
332	Todd Jaksick	The TBJ's Issue Trust Agreement	2/20/19		
333	Todd Jaksick	The Samuel S. Jaksick, Jr. Family Trust Agreement	2/20/19		
334-399		INTENTIONALLY BLANK			
400	Wendy Jaksick	Sam Jaksick Entities List	2/4/19		
401	Wendy Jaksick	Sam's 2012 Income Tax Return	2/4/19		
402	Wendy Jaksick	Sam's 2013 Income Tax Return	2/4/19		
403	Wendy Jaksick	SSJ LLC Operating Agreement	2/4/19		
404	Wendy Jaksick	Home Camp Land and Livestock 2013 Tax Return	2/4/19		
405	Wendy Jaksick	Home Camp Land and Livestock 2014 Tax Return	2/4/19		
406	Wendy Jaksick	Security Agreement, Wendy Jaksick as Debtor, Family Trust as Secured Party	2/4/19		
407	Wendy Jaksick	Family Trust Balance Sheet, March 31, 2016	2/4/19		

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
408	Wendy Jaksick	Pioneer Group, Inc Estimated Taming and Amount of Cash Distributions	2/4/19		
409	Wendy Jaksick	Incline TSS New Partnership Structure #8 – Admission of Stan	2/4/19		
410	Wendy Jaksick	Note Payable Between TBJ Family Trust and SBJ Family Trust	2/4/19	NO OBJECTION	2/27/19
411	Wendy Jaksick	Capital Call Request – Jackrabbit Properties – June 27, 2017	2/4/19	STIPULATED	2/20/19
412	Wendy Jaksick	Capital Call - Jackrabbit Properties – September 27, 2017	2/4/19	STIPULATED	2/20/19
413	Wendy Jaksick	Correspondence Dated December 13, 2017 From Kent Robison to Various Parties, Re: Capital Call Jackrabbit Property, LLC	2/4/19		
414	Wendy Jaksick	Unsecured Promissory Note – Todd B. Jaksick Borrower, Samuel S. Jaksick Lender – Agreement to Extend	2/4/19	OBJECTION OVERRULED	2/27/19
415	Wendy Jaksick	Todd Jaksick's House	2/4/19		
416	Wendy Jaksick	Indemnification and Contribution Agreement – BHC Family Trust	2/4/19		

Jury Trial Exhibits

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417	Wendy Jaksick	Pacific Life Insurance Check in the Amount of \$6,032,876.71 and Statement of Claim Payment	2/4/19	NO OBJECTION	2/19/19
418	Wendy Jaksick	August 15, 2016, Solomon Dwiggins Freer	2/4/19	STIPULATED	2/26/19
419	Wendy Jaksick	Incline TSS LTD – Capital Call – March 13, 2017	2/4/19	STIPULATED	2/20/19
420	Wendy Jaksick	Livestock Bill of Sale	2/4/19	STIPULATED	2/21/19
421	Wendy Jaksick	DLR WPR NRCS Closing Funds Distribution – April 17, 2014	2/4/19		
422	Wendy Jaksick	Distribution Breakdown 2015 Todd Subtrust	2/4/19		
423	Wendy Jaksick	2013 Annual Account Statement – Issue Trust	2/4/19		
424	Wendy Jaksick	2015 Annual Account Statement – Issue Trust	2/4/19		
425	Wendy Jaksick	Pioneer Group Ownership and Control	2/4/19		
426	Wendy Jaksick	Closing Statement – Galena Canyon Trial – February 24, 2012	2/4/19		
427	Wendy Jaksick	Lease Agreement – Home Camp Land & Livestock Co., Dated December 12, 2013	2/4/19		

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
428	Wendy Jaksick	Correspondence from Zachary E. Johnson to Donald A. Lattin and Philip Kreitlein re: Subtrust Accountings	2/4/19		
429	Wendy Jaksick	Indemnification Payments Worksheet	2/4/19	STIPULATED	2/20/19
430	Wendy Jaksick	Email Dated May 14, 2013 From Jessica Clayton to Kevin Riley, Re: from Todd	2/4/19		
431	Wendy Jaksick	Email Dated May 28, 2013 From Jessica Clayton to Kevin Riley, Re: from Todd	2/4/19		
432	Wendy Jaksick	Email Dated January 11, 2014 From Stan Jaksick to Todd Jaksick, Re: Super Cub	2/4/19		
433	Wendy Jaksick	Email Dated January 13, 2014 From Jessica Clayton to Kevin Riley, Re: WPR to DLR including cattle	2/4/19		
434	Wendy Jaksick	Email Dated January 15, 2014 From Wendy Jaksick to Todd Jaksick, Re: Easement update	2/4/19		
435	Wendy Jaksick	Email Dated February 4, 2014 From Wendy Jaksick to Todd Jaksick	2/4/19		

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
436	Wendy Jaksick	Email Dated February 5, 2014 From Brian McQuaid to Wendy Jaksick, Re: Super Cub and Duck Lake Ranch Note	2/4/19		
437	Wendy Jaksick	Email Dated April 16, 2014 From Stan Jaksick to Todd Jaksick, Re: April 16, 2014	2/4/19	STIPULATED	2/21/19
438	Wendy Jaksick	Email Dated May 21, 2014 From Wendy Jaksick to Todd Jaksick, Re: Notes	2/4/19		
439	Wendy Jaksick	Text Message From Wendy to Todd Jaksick and Stan Jaksick	2/4/19		
440	Wendy Jaksick	Email Dated September 26, 2014 From Stan Jaksick to Todd Jaksick, Re: Yesterday's Meeting	2/4/19	NO OBJECTION	2/20/19
441	Wendy Jaksick	Email Dated October 28, 2014 From Kevin Riley to Todd and Stan Jaksick, Re: Tahoe/Incline TSS	2/4/19	NO OBJECTION	2/20/19
442	Wendy Jaksick	Email Dated November 7, 2014 From Jessica Clayton to Kevin Riley, Re: ACPA – Need Kev signature	2/4/19		

Jury Trial Exhibits

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Case No: **PR17-00445**

Dept. No: **15**

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Exhibit No.	Party	Description	Marked	Offered	Admitted
443	Wendy Jaksick	Email Dated February 11, 2015 From Jessica Clayton to Stan Jaksick and Kevin Riley, Re: Explanation of Funds to Court for Stan	2/4/19		
444	Wendy Jaksick	Email Dated January 12, 2016 From Wendy Jaksick to Todd Jaksick, Re: Gorman	2/4/19	NO OBJECTION	2/20/19
445	Wendy Jaksick	Email Dated January 12, 2016 From Wendy Jaksick to Todd Jaksick and Stan Jaksick, Re: Vegas company buying Bronco Billyas definite agreement	2/4/19		
446	Wendy Jaksick	Email Dated May 4, 2016 From Kevin Riley to Wendy Jaksick, Re: Question	2/4/19		
447	Wendy Jaksick	Email Dated July 20, 2016 From Kevin Riley to Todd Jaksick and Stan Jaksick, Re: first draft -estate distribution	2/4/19	STIPULATED	2/20/19
448	Wendy Jaksick	Email Dated August 19, 2016 From Kevin Riley to Stan Jaksick, Re: Todds Indemnification Worksheet [Need to Identify and Attach Attachment]	2/4/19		

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
449	Wendy Jaksick	Email Dated September 7, 2016 From Stan Jaksick to Todd Jaksick, Re: Wendy Misc	2/4/19	STIPULATED	2/20/19
450	Wendy Jaksick	Email Dated December 1, 2016 From Jessica Clayton to Kevin Riley, Re: Todd Sub Trust to Same Trust Balance Inco	2/4/19		
451	Wendy Jaksick	Email Dated December 12, 2016 From Kevin Riley to Todd Jaksick, Bob LeGoy, Don Lattin and Nik Palmer, Re: Fly Geyser & Granchildrens Trust	2/4/19		
452	Wendy Jaksick	Email Dated January 6, 2017 From Kevin Riley to Todd Jaksick, Stan Jaksick, Bob Legoy and Brian McQuaid, Re: draft financials for sj trust	2/4/19		
453	Wendy Jaksick	Email Dated January 27, 2017 From Kevin Riley to Todd Jaksick, Stan Jaksick, Bob Legoy and Brian McQuaid, Re: SJ trust distribution planning	2/4/19		

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
454	Wendy Jaksick	Email Dated February 14, 2017 From Todd Jaksick to Stan Jaksick, Re: Personal Guarantee	2/4/19	NO OBJECTION	2/20/19
455	Wendy Jaksick	Email Dated July 21, 2017 From Kevin Riley to Wendy Jaksick, Re: bhc Trust	2/4/19		
456	Wendy Jaksick	Email Dated December 05, 2017 From Stan Jaksick to Todd Jaksick, Re: Meeting notes 11/29/17	2/4/19		
457	Wendy Jaksick	Settlement Agreement Between Todd Jaksick and Stan Jaksick	2/19/19		---
458	Wendy Jaksick	Correspondence dated February 24, 2006 from Robert LeGoy and Gustave Rossi to Sam Jaksick and Todd Jaksick, Re: Proposed transfer of Home Camp Land and Livestock Co., Inc	2/14/19		
459	Wendy Jaksick	Email dated May 11, 2006 from Robert LeGoy to Jessica Clayton, Re: Clayton's direction to sign family trust	2/14/19		

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Exhibit No.	Party	Description	Marked	Offered	Admitted
460	Wendy Jaksick	Correspondence date June 29, 2006 from Robert LeGoy to Samuel Jaksick, Re: Estate planning of Samuel J. Jaksick, Jr.	2/14/19		
461	Wendy Jaksick	Correspondence dated December 6, 2006 from Robert LeGoy to Samuel Jaksick, Re: the SSJ's Issue Trust Agreement	2/14/19		
462	Wendy Jaksick	Correspondence dated December 27, 2006 from Robert LeGoy to Samuel Jaksick, Re: the SSJ's Issue Trust Agreement	2/14/19		
463	Wendy Jaksick	Correspondence dated April 12, 2007 from Robert LeGoy to Samuel Jaksick and Todd Jaksick, Re: Binders re: the SSJ's Issue Trust and TBJ's Issue Trust Agreement	2/14/19		
464	Wendy Jaksick	Email dated November 14, 2007 from Geoff Grenert to Robert LeGoy, Re: Jaksick	2/14/19		
465	Wendy Jaksick	Correspondence dated June 17, 2010 from Robert LeGoy to Samuel Jaksick and Todd Jaksick, Re: Evaluation of Real Estate Purchase Option for Sam's Incline Residence	2/14/19	NO OBJECTION	2/19/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
466	Wendy Jaksick	Email dated May 29, 2013 from Robert LeGoy to Brian McQuiad, Re: Questions on List of Creditors	2/14/19		
467	Wendy Jaksick	Email dated May 24, 2013 from Robert LeGoy to Jessica Clayton, Re: Notice to Creditors	2/14/19		
468	Wendy Jaksick	Email dated May 29, 2013 from Richard Thomas to Jessica Clayton, Re: Sam's Estate	2/14/19		
469	Wendy Jaksick	Email dated May 30, 2013 from Robert LeGoy to Jessica Clayton, Re: Declaration of Gift – Bank Account	2/14/19		
470	Wendy Jaksick	Email dated May 30, 2013 from Robert LeGoy to Jessica Clayton, Re: From Todd	2/14/19	NO OBJECTION	2/21/19
471	Wendy Jaksick	Email dated June 1, 2013 from Brian McQuaid to Jessica Clayton, Re: Incline TSS LTD, a Nevada Limited-Liability Company	2/14/19	STIPULATED	2/19/19
472	Wendy Jaksick	Email dated June 2, 2013 from Todd Jaksick to Brian McQuaid, Re: Tahoe House	2/14/19		

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Exhibit No.	Party	Description	Marked	Offered	Admitted
473	Wendy Jaksick	Email dated June 3, 2013 from Todd Jaksick to Brian McQuaid, Re: Tahoe House	2/14/19		
474	Wendy Jaksick	Email dated June 4, 2013 from Jessica Clayton to Brian McQuaid, Todd Jaksick, and Kevin Riley, Re: Incline TSS LTD, a Nevada Limited-Liability Company	2/14/19	NO OBJECTION	2/19/19
475	Wendy Jaksick	Email dated June 4, 2013 from Brian McQuaid to Robert LeGoy, Re: Incline TSS LTD, a Nevada Limited-Liability Company	2/14/19	NO OBJECTION	2/19/19
476	Wendy Jaksick	Email dated June 4, 2013 from Brian McQuaid to Todd Jaksick, Re: Draft Agreement re: Life Insurance	2/14/19	NO OBJECTION	2/19/19
477	Wendy Jaksick	Correspondence dated June 12, 2013 from Robert LeGoy and Brian McQuaid to Todd Jaksick, Stan Jaksick, and Kevin Riley, Re: Engagement Letter	2/14/19		
478	Wendy Jaksick	Email dated June 15, 2013 from Robert LeGoy to Jessica Clayton, Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19		

Jury Trial Exhibits

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Clerk: **A. Dick**

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479	Wendy Jaksick	Email dated June 15, 2013 from Robert LeGoy to Brian McQuaid and Doris Dotson, RE: List of Creditors	2/14/19		
480	Wendy Jaksick	Email dated June 18, 2013 from Robert LeGoy to Jessica Clayton, Re: Assignment of Gift – Bank Account	2/14/19		
481	Wendy Jaksick	Email dated June 19, 2013 from Robert LeGoy to Nik Palmer, Re: Roger Morris	2/14/19		
482	Wendy Jaksick	Email dated June 19, 2013 from Robert LeGoy to Brian McQuaid, Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19		
483	Wendy Jaksick	Email dated June 20, 2013 from Kevin Riley to Robert LeGoy and Jessica Clayton, Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19		
484	Wendy Jaksick	Email dated June 21, 2013 from Brian McQuaid to Matthew Gray, Re: Jaksick Trust Documents	2/14/19		

Jury Trial Exhibits

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485	Wendy Jaksick	Email dated July 5, 2013 from Brian McQuaid to Jessica Clayton, Re: Probate time frame for bank accounts	2/14/19		
486	Wendy Jaksick	Email dated July 5, 2013 from Todd Jaksick to Brian McQuaid, Re: Executors for Probate	2/14/19		
487	Wendy Jaksick	Email dated July 24, 2013 from Kevin Riley to Robert LeGoy, Re: Indemnification Agreement	2/14/19		
488	Wendy Jaksick	Creditor Claim dated October 11, 2013 submitted by Janene Jaksick to the Estate of Samuel S. Jaksick, Jr.	2/14/19		
489	Wendy Jaksick	Correspondence dated March 31, 2014 from the Samuel S. Jaksick Family Trust to Robert LeGoy, Re: Representation of the Samuel S. Jaksick, Jr. Family Trust and all sub trust, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick, Stanley S. Jaksick, and related Persons and Ententies	2/14/19		
490	Wendy Jaksick	Assignment of Note Payable dated June 4, 2014	2/14/19		

Jury Trial Exhibits

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 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
 TRUSTEES: Michael Kimmel + Kevin Riley ATTY: Donald Lattin, Esq.

Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
491	Wendy Jaksick	Email dated June 6, 2014 from Jessica Claton to Brian McQuaid and Robert LeGoy, Re: Sam's Family Trust	2/14/19		
492	Wendy Jaksick	Email dated June 11, 2014 from Brian McQuaid to Robert LeGoy, Re: Jaksick – Consent	2/14/19		
493	Wendy Jaksick	Correspondence dated June 11, 2014 from Shawn Pearson to Robert LeGoy, Re: Sam Jaksick, Jr.	2/14/19		
494	Wendy Jaksick	Email dated August 11, 2014 from Jessica Clayton to Brian McQuaid and Doris Dotson, Re: Monday conference call	2/14/19		
495	Wendy Jaksick	Correspondence dated August 16, 2014 from Wendy Jaksick to Todd Jaksick, Sam Jaksick, and Kevin Riley, Re: Wendy Jaksick 1995 Insurance Note	2/14/19	STIPULATED	2/22/19
496	Wendy Jaksick	Email dated August 18, 2014 from Jessica Clayton to Brian McQuaid, Re: Options for Loan to Trust	2/14/19		
497	Wendy Jaksick	Email dated August 19, 2014 from Brian McQuaid to Jessica Calyton, Re: Options for Loan to Trust	2/14/19		

Jury Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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 RESP: Stan Jaksick ATTYs: Adam Hosmer-Henner, Esq. + Philip Kreitlein, Esq.
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498	Wendy Jaksick	Correspondence dated September 3, 2014 from Robert LeGoy to Wendy Jaksick, Re: Your Letter dated August 16, 2014	2/14/19		
499	Wendy Jaksick	Correspondence dated October 15, 2014 from Robert LeGoy to Brett Buckingham, Investigator, Re: Stanley S. Jaksick and Todd B. Jaksick	2/14/19		
500	Wendy Jaksick	Email dated October 27, 2014 from Robert LeGoy to Jessica Clayton, Stan Jaksick, and Kevin Riley, Re: Montreux Development Group, LLC	2/14/19		
501	Wendy Jaksick	Correspondence dated October 27, 2014 from Robert LeGoy to Stan S. Jaksick, Re: Divorce Payment to Wife	2/14/19		
502	Wendy Jaksick	Email dated October 28, 2014 from Brian McQuaid to Stan Jaksick, and Todd Jaksick, Re: Stan's Promissory Notes	2/14/19		

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

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503	Wendy Jaksick	Email dated November 18, 2014 from Jessica Clayton to Brian McQuaid, Re: Draft Promissory Notes – Wendy	2/14/19		
504	Wendy Jaksick	Email dated January 20, 2015 from Kevin Riley to Robert LeGoy and Brian McQuaid, Re: Draft Financials	2/14/19		
505	Wendy Jaksick	Email dated January 21, 2015 from Brian McQuaid to Kevin Riley, Re: Revision to Sam's Family Trust Agreement to elect QSST status	2/14/19	STIPULATED	2/21/19
506	Wendy Jaksick	Email dated March 12, 2015 from Brian McQuaid to Jessica Clayton, Robert LeGoy, Kevin Riley, Todd Jaksick and Stan Jaksick, Re: FIB LOC Renewal Docs	2/14/19		
507	Wendy Jaksick	Email dated July 23, 2015 from Todd Jaksick to Brian McQuaid, Re: Janene Agreement	2/14/19		
508	Wendy Jaksick	Email dated November 3, 2015 from Kevin Riley to Robert LeGoy and Brian McQuaid, Re: Jackrabbit properties transfer	2/14/19		

Jury Trial Exhibits

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
509	Wendy Jaksick	Email dated November 6, 2015 from Jessica Clayton to Brian McQuaid, Re: Security for SSJ's Issue Trust Notes	2/14/19		
510	Wendy Jaksick	Email dated November 12, 2015 from Brian McQuaid to Todd Jaksick and Stan Jaksick, Re: Jackrabbit properties transfer	2/14/19		
511	Wendy Jaksick	Email dated November 12, 2015 from Brian McQuaid to Jessica Clayton, Re: Security for SSJ's Issue Trust Notes	2/14/19		
512	Wendy Jaksick	Email dated November 21, 2015 from Brian McQuaid to Jessica Clayton, Kevin Riley, and Stan Jaksick, Re: Security for SSJ's Issue Trust Notes	2/14/19		
513	Wendy Jaksick	Memo to File dated November 25, 2015, Re: Conference call with Todd Jaksick and Kevin Riley re: Jackrabbit	2/14/19	NO OBJECTION	2/21/19
514	Wendy Jaksick	Email dated December 17, 2015 from Kevin Riley to Brian McQuaid, Re: Jackrabbit properties LLC	2/14/19		

Jury Trial Exhibits

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Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
515	Wendy Jaksick	Email dated December 18, 2015 from Brian McQuaid to Kevin Riley, Todd Jaksick, Stan Jaksick, Jessica Clayton and Robert LeGoy, Re: Jackrabbit Properties LLC	2/14/19		
516	Wendy Jaksick	Assets of Trust Benefiting Benjamin and Amanda Jaksick dated December 23, 2013	2/14/19		
517	Wendy Jaksick	Email dated January 13, 2016 from Brian McQuaid to Kevin Riley, Todd Jaksick, Stan Jaksick, and Robert LeGoy, Re: White Pine Lumber Co	2/14/19		
518	Wendy Jaksick	Email dated January 21, 2016 from Robert Legoy to Todd Jaksick, Re: Land Owner	2/14/19		
519	Wendy Jaksick	Email dated April 28, 2016 from Brian McQuaid to Jessica Clayton and Robert LeGoy, Re: Pioneer Group – Sale Info – Docs – Timeline	2/14/19		
520	Wendy Jaksick	Email dated May 23, 2016 from Kevin Riley to Brian McQuaid and Bob LeGoy, Re: Debts	2/14/19		

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Case No: **PR17-00445** Dept. No: **15** Clerk: **A. Dick** Date: **3/1/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
521	Wendy Jaksick	Robert LeGoy's Notes dated July 24, 2017, Re: Stan's issues with Todd's Indemnification Agreement	2/14/19		
522	Wendy Jaksick	Email dated July 28, 2017 from Robert LeGoy to Pierre Hascheff, Re: Indemnification Agreements the Great Sam Jaksick gave Stan and Todd	2/14/19		
523	Wendy Jaksick	Correspondence dated August 3, 2018 from Robert LeGoy to Adam Hosmer-Henner, Phillip Kreitlein, Michael S. Kimmel, and Kent Robison, Re: Jaksick Litigations	2/14/19	NO OBJECTION	3/1/19
524	Wendy Jaksick	Email dated August 13, 2018 from Robert LeGoy to Mark Knobel, Re: Informed Consents to Representations and Waivers of Conflicts in Jaksick Litigations	2/14/19	STIPULATED	3/1/19
525	Wendy Jaksick	Family Trust Obligations Ledger, Re: LeGoy questioning Todd's IA Payment Claims	2/14/19	NO OBJECTION	2/27/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
526	Wendy Jaksick	Memo dated October 16, 2014 from Procter J. Hug IV to Brian McQuaid and Robert LeGoy, Re: Samuel S. Jaksick, Jr. Trust and Estates Administration	2/14/19		
527	Wendy Jaksick	NRS 165.141 – Demand for Accounting – Effective from October 1, 2015	2/14/19		
528	Wendy Jaksick	NRS 165.141 – Demand for Accounting – Effective through September 31, 2015	2/14/19		
529	Wendy Jaksick	NRS 165.1214 – Timing of Accounting	2/14/19		
530	Wendy Jaksick	Sam Jaksick Entities Chart	2/14/19		
531	Wendy Jaksick	Sam Jaksick List of Entites, Valuations and Notes, dated July 8, 2013	2/14/19		
532	Wendy Jaksick	Objection to Approval of Accountings and Other Trust Administration Matters, dated October 10, 2017 – Family Trust Accounting	2/14/19		
533	Wendy Jaksick	Objection to Approval of Accountings and Other Trust Administration Matters, dated October 10, 2017 – Issue Trust Accounting	2/14/19		

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
534	Wendy Jaksick	Amended Objection and Counter-Petition Re: Family Trust, dated March 23, 2018	2/14/19		
535	Wendy Jaksick	Amended Objection and Counter-Petition Re: Issue Trust, dated March 23, 2018	2/14/19		
537	Wendy Jaksick	The TBJ's Issue Trust Agreement	2/14/19	NO OBJECTION	2/19/19
538	Wendy Jaksick	Unsecured Promissory Note	2/19/19		
539	Wendy Jaksick	Amendment Unsecured Promissory Note	2/19/19		
540	Wendy Jaksick	Wendy Jaksick Trust Under the Samuel S. Jaksick Jr. Family Trust Agreement	2/19/19	STIPULATED	2/21/19
541	Wendy Jaksick	Declaration of the Samuel S. Jaksick, Jr. Wendy A. Jaksick 2012 BHC Family Trust	2/19/19	STIPULATED	2/21/19
542	Wendy Jaksick	Real Estate Option Agreement	2/19/19	NO OBJECTION	2/19/19
542A	Wendy Jaksick	Original Signature	2/25/19	STIPULATED	2/25/19
543	Wendy Jaksick	Uniform Residential Loan Application	2/19/19	STIPULATED	2/19/19
544	Wendy Jaksick	12/27/19 Email	2/19/19	NO OBJECTION	2/19/19
545	Wendy Jaksick	Kimmel Appraisal	2/20/19	STIPULATED	2/20/19
546	Wendy Jaksick	1011 Lakeshore Blvd Zillow	2/20/19	OBJECTION SUSTAINED	---

Jury Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
547	Wendy Jaksick	Amendment to Secured Promissory Note	2/20/19	STIPULATED	2/20/19
548	Wendy Jaksick	Original Indemnification Agreement	2/21/19	NO OBJECTION	2/21/19
549	Wendy Jaksick	Original Signature	2/21/19	NO OBJECTION	2/21/19
550	Todd Jaksick	Consent and Release	2/27/19	OBJECTION OVERRULED	2/27/19
551	Trustees	Second Amendment to the Operating Agreement	2/28/19	NO OBJECTION	2/28/19
552	Wendy Jaksick	Photos	2/28/19		---
553	Wendy Jaksick	Original of Exhibit 13	2/25/19	NO OBJECTION	2/25/19
554	Wendy Jaksick	Form of Notice to Holder of Crummey Withdrawal Power	3/1/19	NO OBJECTION	3/1/19
555	Court	Proposed Jury Instructions + Matrix	3/4/19		
556-559		INTENTIONALLY BLANK			
560	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
561	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
562	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
563	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
564	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	

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565	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
566	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
567	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
568	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
569	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
570	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
571	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
572	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
573	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
574	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
575-576		INTENTIONALLY BLANK			
577	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
580	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	
581	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	

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Exhibit No.	Party	Description	Marked	Offered	Admitted
582	Todd Jaksick	Original, unredacted Exhibit 23.41	3/4/19	---	---