

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.

Electronically Filed
Jun 14 2021 05:16 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No.: 81470

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

**RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S
APPENDIX, VOLUME 19**

Marquis Aurbach Coffing

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DOCUMENT	DATE	VOL. NO.	PAGE NO.
Indemnification and Contribution Agreement – Trial Exhibit 11	1/1/2008	1	WJ 0001 - 0010
Email - Kevin Riley to Todd Jaksick - Tahoe/Incline TSS -Trial Exhibit 441	10/28/2014	1	WJ 0011 - 0013
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
Minutes of Court Appearances - Hearing	1/8/2018	1	WJ 0025 - 0026
Minutes from Scheduling Conference	3/12/2018	1	WJ 0026 - 0029
Amended Objection and Counter-Petition Re: Family Trust	3/23/2018	1	WJ 0030 - 0048
Petitioners' Status Report	6/1/2018	1	WJ 0049 - 0057
Todd B. Jaksick's, As an Individual, Offer of Judgement to Wendy Jaksick	8/29/2018	1	WJ 0058 - 0062
Motion for Summary Judgement - Michael Kimmel	10/23/2018	1	WJ 0090 - 0107
Order After Hearing	11/26/2018	1	WJ 0108 - 0110
Notice of Errata Regarding Wendy A. Jaksick's first Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgement and other Relief	12/26/2018	1	WJ 0111 - 0115

DOCUMENT	DATE	VOL. NO.	PAGE NO.
L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Fourth Supplement to Their Objections and Responses to Subpoena Duces Tecum	12/26/2018	1	WJ 0115 - 0118
Order Granting in Part and Denying in Part Motion for Summary Judgment	1/15/2019	1	WJ 0119 - 0131
L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Fifth Supplement to Their Objections and Responses to Subpoena Duces Tecum- Priv Log	1/29/2019	1	WJ 0132 - 0138
Settlement Agreement and Release – Exhibit 584	1/31/2019	1	WJ 0194 - 0201
Wendy Jaksick's Emergency Motion to Extend Discovery Deadlines and Trial for Cause and Alternatively Motion to Continue Trial Pursuant to NRS 16.010	2/1/2019	2	WJ 0202 - 0281
Notice of Withdrawal of And Objections & Counter-Petitions Re: Family Trust and Issue Trust	2/1/2019	2	WJ 0282 - 0284
Todd B. Jaksick's Notice of Withdrawal of Petition for Reconveyance of Trust Assets - Todd	2/1/2019	2	WJ 0285 - 0288
Transcript of Proceedings - Motion to Continue Jury Trial	2/4/2019	2	WJ 0289 - 0393
Minutes from Hearing	2/5/2019	2	WJ 0394 - 0418
Minutes from Hearing-Appearances-Hearing Settlement Conference/Oral Arguments	2/4/2019	2	WJ 0419 - 0420
MCL Production - 1987-3510		3-9	WJ 0421 - 2031

DOCUMENT	DATE	VOL. NO.	PAGE NO.
L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Sixth Supplement to Their Objections and Responses to Subpoena Duces Tecum	2/8/2019	9	WJ 2032 - 2094
L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Seventh Supplement to Their Objections and Responses to Subpoena Duces Tecum	2/8/2019	9	WJ 2095 - 2102
Supp Declaration of Mark J. Connot in Support of Wendy Jaksick's Emergency Motion to Extend Discovery Deadlines and Trial for Cause and Alternatively Motion to Continue Trial Pursuant to NRS 16.010	2/8/2019	9	WJ 2103 - 2128
Hearing Transcript- In the Second Judicial District Court of the State of Nevada in and for the County of Washoe	2/13/2019	10	WJ 2129 - 2239
Minutes from Oral Argument	2/13/2019	10	WJ 2240 - 2246
Appearance-Hearing Settlement Conference/ Oral Arguments	2/19/2021	10	WJ 2247 - 2248
Trial Transcript	2/20/2019	10-11	WJ 2249 - 2440
Trial Transcript	2/22/2019	11-12	WJ 2441 - 2645
Trial Transcript	2/25/2019	12-13	WJ 2646 - 2999
Trial Transcript	2/26/2019	13-14	WJ 3000 - 3247
Trial Transcript	2/27/2019	14-15	WJ 3248 - 3572
Trial Transcript	3/1/2019	16	WJ 3573 - 3713
Exhibit List – Jury Trial	3/1/2019	16	WJ 3714 - 3786
Trial Transcript – AM	3/4/2019	17	WJ 3787 - 3873
Trial Transcript – PM	3/4/2019	17-18	WJ 3874 - 4058
Trial Minutes	3/12/2019	18	WJ 4059 - 4161

DOCUMENT	DATE	VOL. NO.	PAGE NO.
Todd B Jaksick, Individually, Incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/11/2019	18	WJ 4162 - 4178
Todd B Jaksick, Individually, incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/11/2019	18	WJ 4179 - 4188
Todd B Jaksick, Individually, incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/21/2019	18	WJ 4189 - 4196
Todd B Jaksick, Individually, Incline TSS, LTD., and Duck Lake Ranch, LLC's Notice of Withdrawal of Memos of Costs and Disbursements and Supplement	3/25/2019	18	WJ 4197 - 4200
Petitioner Wendy A. Jaksick's Opposition to Motion for Attorney's Fees	3/25/2019	18	WJ 4201 - 4216
Order Addressing Evidence at Equitable Trial	5/20/2019	19	WJ 4217 - 4288
Order Denying Wendy Jaksick's Costs	4/21/2020	19	WJ 4289 - 4290
Motion to Partially Enforce Settlement Agreement	8/13/2020	19	WJ 4291 - 4315
Order to Settlement	9/22/2020	19	WJ 4316 - 4324
Hearing Transcript	11/11/2020	19	WJ 4325 - 4414
Stipulation and Scheduling Order	2/1/2018	19	WJ 4415 - 4420

DOCUMENT	DATE	VOL. NO.	PAGE NO.
Email- Stan Jaksick to Bob Legoy – Trial Exhibit 38	5/18/2018	19	WJ 4421 - 4426
Wendy Jaksick’s Emergency Motion to Extend Discovery, Expert Designation Deadlines and Trial	9/21/2018	20-21	WJ 4427 - 4763
Trial Transcript	2/19/2019	21-22	WJ 4764 - 5015
Trial Transcript	2/21/2019	22-23	WJ 5016 - 5283
Trial Transcript	2/28/2019	23-24	WJ 5284 – 5673

Dated this 14th day of June, 2021.

MARQUIS AURBACH COFFING

By /s/ Chad F. Clement

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Appellant, Wendy Jaksick

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S APPENDIX, VOLUME 19** was filed electronically with the Nevada Supreme Court on the 14th day of June, 2021. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

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/s/ Leah Dell
Leah Dell, an employee of
Marquis Aurbach Coffing

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

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

Case No. PR17-00445

Dept. No. 15

CONSOLIDATED

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

Case No. PR17-00446

Dept. No. 15

ORDER ADDRESSING EVIDENCE AT EQUITABLE TRIAL

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

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

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

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

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

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

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

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

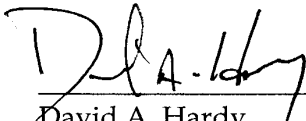
23 Exhibits 591- 597. Wendy offers correspondence exchanged between the parties'
24 counsel following the jury trial in this matter as Proposed Exhibits 591, 592, 593, 594, 595,
25 596, and 597. Todd, individually, objects on the basis of hearsay. Stan objects on the basis
26 of relevance. Petitioners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

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

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

5 **IT IS SO ORDERED.**

6 Dated: May 20, 2019.

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

EXHIBIT 1

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

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

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

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	Todd Jaksick	12/11/17 Email and agreements between Stan and Wendy	2/4/19	---	---
2	Todd Jaksick	1/29/18 (1:26 p.m.) Email from Wendy to Stan	2/4/19	---	---
3	Todd Jaksick	2/8/17 Petition for Confirmation of Trustee (445 Issue Trust)	2/4/19	OBJECTION SUSTAINED	---
4	Todd Jaksick	2/8/17 Petition for Confirmation of Trustee (446 Family Trust)	2/4/19	OBJECTION SUSTAINED	---
5	Todd Jaksick	2/23/17 First Amended Counter-Petition to Surcharge Trustees	2/4/19	STIPULATED	5/13/19
6	Todd Jaksick	4/9/18 Todd B. Jaksick's Answer and Objections to First Amended Counter-Petition	2/4/19	---	---
7	Todd Jaksick	3/23/18 Amended Objection and Counter Petition (Issue Trust)	2/4/19	STIPULATED	5/13/19
8	Todd Jaksick	3/23/18 Amended Objection and Counter Petition (Family Trust)	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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

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

Case No: **PR17-00445**

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Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
9	Todd Jaksick	6/29/06 Samuel Jaksick, Jr. Family Trust	2/4/19	STIPULATED	2/19/19
9A	Todd Jaksick	Samuel S. Jaksick Jr Family Trust Agreement	2/4/19	STIPULATED	5/13/19
10	Todd Jaksick	2/2/07 SSJ's Issue Trust Agreement	2/4/19	STIPULATED	2/19/19
10A	Todd Jaksick	2/21/07 SSJ's Issue Trust Agreement	2/4/19	STIPULATED	5/13/19
11	Todd Jaksick	1/1/08 Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
11A	Todd Jaksick	Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
11B	Todd Jaksick	6/2/10 (12:13 p.m.) Email from Hascheff to Clayton	2/4/19	STIPULATED	2/20/19
12	Todd Jaksick	1/1/08 Indemnification Agreement (Stan)	2/4/19	STIPULATED	2/20/19
13	Todd Jaksick	12/10/12 Second Amendment to the Samuel Stan Jr Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
13A	Todd Jaksick	6/4/13 Texts between Stan and Wendy	2/4/19	---	---
13B	Todd Jaksick	6/6/13 (10:55 am) Texts between Wendy and Todd	2/4/19	OBJECTION OVERRULED	3/1/19

JURY + NON-JURY Trial Exhibits

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

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

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
13C	Todd Jaksick	6/6/13 (10:31 am) Todd email to Riley, Stan	2/4/19	STIPULATED	2/26/19
13D	Todd Jaksick	6/12/13 Wendy text	2/4/19	---	---
13E	Todd Jaksick	7/15/13 (9:35 p.m.) Todd email to Wendy	2/4/19	STIPULATED	3/4/19
13F	Todd Jaksick	2/4/14 Wendy, Todd email string	2/4/19	STIPULATED	3/4/19
13G	Todd Jaksick	6/5/14 (9:32 a.m.) Wendy email to Todd	2/4/19	STIPULATED	3/4/19
13H	Todd Jaksick	7/30/14-7/31/14 Todd, Alexi, Wendy, Stan email string	2/4/19	STIPULATED	3/4/19
13I	Todd Jaksick	7/31/14 Texts between Wendy and Todd	2/4/19	---	---
13J	Todd Jaksick	11/11/14 Todd, Wendy email string	2/4/19	STIPULATED	3/4/19
13K	Todd Jaksick	11/10/14 Todd Wendy, Stan, Clayton email string	2/4/19	STIPULATED	3/4/19
13L	Todd Jaksick	11/14/14 (3:59 p.m.) Clayton email to Wendy, Stan, Todd (TJ1909)	2/4/19	STIPULATED	3/4/19
13M	Todd Jaksick	11/18/14 (8:31 a.m.) Wendy email to Todd, Stan, Lexi, Riley	2/4/19	STIPULATED	3/4/19
13N	Todd Jaksick	12/8/14 (4:19 p.m.) Clayton email to Wendy	2/4/19	STIPULATED	3/4/19
13O	Todd Jaksick	12/15/14 Texts between Wendy and Todd	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
13P	Todd Jaksick	12/16/14 Texts between Wendy and Todd	2/4/19	NO OBJECTION	2/26/19
14	Todd Jaksick	6/5/13 Agreement and Consent to Proposed Action Todd, Stan, Wendy	2/4/19	STIPULATED	2/19/19
15	Todd Jaksick	7/16/13 Agreement and Consent to Proposed Action Co-Trustees of Samuel S. Jaksick Jr. Family Trust	2/4/19	STIPULATED	2/21/19
15A	Todd Jaksick	7/1/13 Texts between Todd, Wendy, and Stan	2/4/19	STIPULATED	2/25/19
15B	Todd Jaksick	7/24/13 (2:23 p.m.) Todd email to Wendy, Stan	2/4/19	STIPULATED	2/25/19
15C	Todd Jaksick	8/26/13 Affidavit of Wendy	2/4/19	STIPULATED	2/25/19
15D	Todd Jaksick	3/11/14 Wendy, Todd email string	2/4/19	STIPULATED	2/25/19
15E	Todd Jaksick	3/24/14 (1:30 p.m.) Todd email to Wendy, Stan	2/4/19	STIPULATED	2/25/19
15F	Todd Jaksick	3/19/14 Texts between Wendy and Todd	2/4/19	STIPULATED	2/25/19
15G	Todd Jaksick	5/28/14 (2:13 a.m.) Wendy email to Riley, Stan, Todd, Lexi	2/4/19	STIPULATED	2/25/19
16	Todd Jaksick	7/24/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/20/19

JURY + NON-JURY Trial Exhibits

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Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
17	Todd Jaksick	8/14/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
18	Todd Jaksick	8/26/13 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/1/19
18A	Todd Jaksick	1/14/14 (3:04 p.m.) Todd, Wendy email String	2/4/19	---	---
18B	Todd Jaksick	8/22/13 (1:50 p.m.) Wendy email to Todd	2/4/19	---	---
19	Todd Jaksick	1/31/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
19A	Todd Jaksick	2/6/14 Wendy, McQuaid email string	2/4/19	STIPULATED	5/13/19
19B	Todd Jaksick	6/13/12 Note Payable between Duck Lake Ranch and Sam	2/4/19	STIPULATED	5/13/19
19C	Todd Jaksick	8/19/13 Aircraft Appraisal Report	2/4/19	---	---
19D	Todd Jaksick	1/11/14 Todd, Stan email string	2/4/19	STIPULATED	5/13/19
19E	Todd Jaksick	4/14/14 Wendy email to McQuaid, Stan, Todd	2/4/19	STIPULATED	5/13/19
20	Todd Jaksick	4/15/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
21	Todd Jaksick	8/28/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19
22	Todd Jaksick	9/25/14 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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Case No: **PR17-00445**

Dept. No: **15**

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23	Todd Jaksick	11/13/15 Agreement and Consent to Proposed Action by Co-Trustees	2/4/19	NO OBJECTION	2/19/19
23.1	Todd Jaksick	2/26/07 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19
23.2	Todd Jaksick	5/29/08 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19
23.3	Todd Jaksick	3/2/10 Appraisal for 1011 Lakeshore Blvd.	2/4/19	STIPULATED	5/13/19
23.4	Todd Jaksick	5/10/10 Letter from Hascheff to Sam	2/4/19	NO OBJECTION	2/19/19
23.5	Todd Jaksick	11/10/10 Real Estate Option Agreement	2/4/19	NO OBJECTION	2/19/19
23.6	Todd Jaksick	2/15/11 Memorandum of Agreement and Option (#3974236)	2/4/19	STIPULATED	2/19/19
23.7	Todd Jaksick	2/17/11 Payment of \$50,000 Option	2/4/19	STIPULATED	2/19/19
23.8	Todd Jaksick	12/5/11 Grant, Bargain and Sale Deed	2/4/19	NO OBJECTION	2/19/19
23.9	Todd Jaksick	1/13/12 Extension of Payment for Option Agreement	2/4/19	STIPULATED	2/19/19
23.10	Todd Jaksick	1/15/12 Rental Management Agreement	2/4/19	---	---
23.11	Todd Jaksick	3/2/12 Payment of \$50,000 Option Payment	2/4/19	STIPULATED	3/4/19
23.12	Todd Jaksick	3/29/12 Email from Dietz to Stan	2/4/19	STIPULATED	2/20/19

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

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

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

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
23.13	Todd Jaksick	4/25/12 Exclusive Authorization to Sale to Dietz Tahoe Luxury Properties	2/4/19	STIPULATED	2/20/19
23.14		9/11/12 (3:48 p.m.) Email from Dietz to Stan	2/4/19	---	---
23.15	Todd Jaksick	12/06/12 (10:00 a.m.) Email from Hascheff to Todd	2/4/19	STIPULATED	2/19/19
23.16	Todd Jaksick	12/17/12 Residential Lease	2/4/19	STIPULATED	2/19/19
23.17	Todd Jaksick	12/7/12 General Durable Power of Attorney; Durable Power of Attorney for Health Care Decisions	2/4/19	NO OBJECTION	2/19/19
23.18	Todd Jaksick	12/21/12 Notice of Exercise of Option	2/4/19	STIPULATED	2/19/19
23.19	Todd Jaksick	12/27/12 Letter from Bank of America to Sam	2/4/19	STIPULATED	2/21/19
23.20	Todd Jaksick	12/28/12 Unsecured Promissory Note	2/4/19	NO OBJECTION	2/19/19
23.21	Todd Jaksick	12/28/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/19/19
23.22	Todd Jaksick	1/31/13 Email from Clayton to Todd	2/4/19	STIPULATED	3/4/19
23.23	Todd Jaksick	2/15/13 Rental Management Agreement	2/4/19	STIPULATED	2/27/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23.24	Todd Jaksick	6/4/13 Todd, Wendy text messages C/O: NO REDACTION	2/4/19	STIPULATED	2/25/19
23.25	Todd Jaksick	10/10/13 Stan, Todd text messages	2/4/19	STIPULATED	3/4/19
23.26	Todd Jaksick	12/26/13 (12:53 p.m.) Email from Stan to Todd	2/4/19	STIPULATED	5/13/19
23.27	Todd Jaksick	1/27/14 (6:05 p.m.) Email from Stan to Todd	2/4/19	STIPULATED	5/13/19
23.28	Todd Jaksick	3/6/14-3/7/14 Email string between Todd, Stan	2/4/19	STIPULATED	5/13/19
23.29	Todd Jaksick	5/23/08 Consent and Release Form	2/4/19	STIPULATED	3/4/19
23.30	Todd Jaksick	3/3/14 (4:48 p.m.) Email from Todd to Stan, Wendy, Lexi	2/4/19	STIPULATED	3/4/19
23.31	Todd Jaksick	3/13/14-3/17/14 Email string between Todd, Wendy, Stan, Lexi	2/4/19	STIPULATED	3/4/19
23.32	Todd Jaksick	5/5/14 (10:17 a.m.) Email from Stan to Riley	2/4/19	STIPULATED	3/4/19
23.33	Todd Jaksick	7/14/14 Text between Stan, Lexi, Wendy	2/4/19	NO OBJECTION	2/25/19
23.34	Todd Jaksick	10/28/14 (2:52 p.m.) Email from Riley to Todd, Stan	2/4/19	STIPULATED	3/4/19
23.35	Todd Jaksick	6/28/15 Email string between Wendy, Todd	2/4/19	STIPULATED	3/4/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
23.36	Todd Jaksick	11/13/15 (3:38 p.m.) Email from Todd to Stan, Lexi, Wendy, Riley	2/4/19	---	---
23.37	Todd Jaksick	1/11/16 (1:42 p.m.) Email from Wendy to Todd, Stan	2/4/19	STIPULATED	2/20/19
23.38	Todd Jaksick	1/20/16 (8:52 p.m.) Email from Todd to Wendy	2/4/19	STIPULATED	3/4/19
23.39	Todd Jaksick	4/7/16 Wendy texts to Todd	2/4/19	---	---
23.40	Todd Jaksick	3/22/17 (7:14 p.m.) Email from Todd to Wendy, Stan, Lexi	2/4/19	STIPULATED	5/13/19
23.41	Todd Jaksick	5/31/14 Stan, Wendy texts [REDACTED VERSION]	2/4/19	OBJECTION OVERRULED	2/25/19
23.42	Todd Jaksick	Handwritten Note from Sam	2/4/19	STIPULATED	2/25/19
23.43	Todd Jaksick	1/6/14 Wendy, Todd texts	2/4/19	---	--
23.44	Todd Jaksick	1/18/14 Todd, Wendy texts	2/4/19	---	---
23.45	Todd Jaksick	12/1/17 (7:39 a.m.) Email from Wendy to Todd, Lexi, Stan	2/4/19	STIPULATED	2/25/19
23.46	Todd Jaksick	1/5/16 Wendy, Lexi, Stan texts	2/4/19	OBJECTION OVERRULED	2/25/19
24	Todd Jaksick	11/18/15 Consent to Incline TSS Amended and Restated Operating Agreement	2/4/19	STIPULATED	3/4/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
25	Todd Jaksick	5/25/18 Respondent Wendy A. Jaksick's Objections for First Set of Interrogatories	2/4/19	---	---
26	Todd Jaksick	4/24/18 Respondent Wendy A. Jaksick's First Supplemental Disclosure of Witnesses and Documents	2/4/19	---	---
27		INTENTIONALLY BLANK		---	---
27A	Todd Jaksick	6/26/97 Letter from William Sanford	2/4/19	---	---
27B	Todd Jaksick	Documents Docket for Wendy Case No 427-F99	2/4/19	---	---
27C	Todd Jaksick	4/19/00 Judgment by Default for Lee Bros. Leasing	2/4/19	---	---
27D	Todd Jaksick	9/29/00 Abstract of Judgment for National Business Factors	2/4/19	---	---
27E	Todd Jaksick	3/13/01 Judgment for Poncia and Martinelli	2/4/19	---	---
27F	Todd Jaksick	12/6/00 Order/Judgment for Dorostkar	2/4/19	WENDY WITHDREW PRETRIAL MIL	---
27G	Todd Jaksick	6/10/04 Default Judgment for Unifund CCR	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
27H	Todd Jaksick	6/23/04 Shasta County Court Docket People v. Wendy	2/4/19	---	---
27I	Todd Jaksick	9/22/03 Reno Police Department Crime and Incident Report from Gwen Jaksick	2/4/19	---	---
27J	Todd Jaksick	9/19/05 Letter of Understanding from Sam to Wendy	2/4/19	STIPULATED	2/25/19
27K	Todd Jaksick	7/29/04 Letter from Scott Freeman to Todd	2/4/19	---	---
27L	Todd Jaksick	9/27/05 Default Judgment for Scott Freeman	2/4/19	---	---
27M	Todd Jaksick	1/20/06 Abstract of Judgment for Margaret Henderson	2/4/19	---	---
27N	Todd Jaksick	4/4/07 Letter from John Fowler	2/4/19	---	---
27O	Todd Jaksick	4/10/07 UCC Filing Acknowledgment	2/4/19	---	---
27P	Todd Jaksick	8/4/07 Washoe County Jail Inmate Release Information Form	2/4/19	---	---
27Q	Todd Jaksick	5/22/12 Judgment by Default for Debbie Miller	2/4/19	---	---
27R	Todd Jaksick	11/4/14 Clayton text	2/4/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
27S	Todd Jaksick	9/22/16 Docket Printout from Collin County, TX for Divorce	2/4/19	---	---
28	Todd Jaksick	6/30/16 Dwiggin's email to Wendy	2/4/19	STIPULATED	5/13/19
29	Todd Jaksick	7/7/16 Wendy Promissory Note to Stan	2/4/19	STIPULATED	5/13/19
30	Todd Jaksick	6/20/17 (8:08 a.m.) Stan email to LeGoy, McQuaid, Lattin, Todd, Kimmel	2/4/19	STIPULATED	3/4/19
31	Todd Jaksick	6/30/17 Todd, Stan, Kimmel, Riley email string	2/4/19	STIPULATED	5/13/19
32	Todd Jaksick	7/28/17 (4:19 p.m.) Stan email to McQuaid, Kimmel, Todd, Riley, Lattin, LeGoy	2/4/19	STIPULATED	2/21/19
33	Todd Jaksick	7/29/17 (10:39 a.m.) LeGoy email to Stan	2/4/19	STIPULATED	3/4/19
34	Todd Jaksick	8/1/17 (2:27 p.m.) LeGoy email to Stan, Todd, Kimmel, Riley, McQuaid, Lattin	2/4/19	STIPULATED	5/13/19
35	Todd Jaksick	8/2/17-8/14/17 Email string between Stan, LeGoy, Kimmel, Riley, McQuaid, Lattin	2/4/19	STIPULATED	5/13/19
36	Todd Jaksick	11/2/17 (4:37 p.m.) Stan email to Riley, Todd, Kimmel	2/4/19	STIPULATED	3/4/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
37	Todd Jaksick	11/29/17 Email string between Todd, Kimmel, Stan, Riley	2/4/19	STIPULATED	5/13/19
38	Todd Jaksick	12/14/17 Email string between Kimmel, Stan, LeGoy, Todd, McQuaid, Lattin, Riley	2/4/19	STIPULATED	2/20/19
39	Todd Jaksick	8/11/16 Email string between Wendy and Dwiggin's	2/4/19	STIPULATED	5/13/19
40	Todd Jaksick	9/20/16 Email string between Wendy and Dwiggin	2/4/19	STIPULATED	5/13/19
41	Todd Jaksick	7/4/16 (6:06 p.m.) Dwiggin's email to Wendy	2/4/19	STIPULATED	5/13/19
42	Todd Jaksick	9/19/17 Email from Whelan to Wendy and Stan	2/4/19	---	---
43	Todd Jaksick	10/22/13 Email from Clayton to McQuaid, LeGoy, Riley, Stan, Todd	2/4/19	STIPULATED	5/13/19
44	Todd Jaksick	8/8/13 Email from LeGoy to Clayton, Todd, Stan, Riley	2/4/19	STIPULATED	2/21/19
45	Todd Jaksick	(List To Be Provided By Stan)	2/4/19	---	---
46	Todd Jaksick	2/27/07 Grant, Bargain, and Sale Deed	2/4/19	---	---
47	Todd Jaksick	5/29/08 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
48	Todd Jaksick	Stan, Lisa TPO Docket Sheet	2/4/19	---	---
49	Todd Jaksick	Stan, Lisa Divorce Docket Sheet	2/4/19	STIPULATED	5/13/19
50	Todd Jaksick	2/23/12 Notice of Assignment of Option to Purchase Concerning Real Property	2/4/19	STIPULATED	3/4/19
51	Todd Jaksick	6/7/12 Amended Notice of Assignment of Option to Purchase	2/4/19	NO OBJECTION	2/19/19
52	Todd Jaksick	6/1/12 Memo from Hascheff to Todd, Riley	2/4/19	STIPULATED	2/25/19
53	Todd Jaksick	3/3/14 Email string between Todd and Stan	2/4/19	STIPULATED	5/13/19
54	Todd Jaksick	3/3/14 Consent and Release to Bank of America	2/4/19	STIPULATED	3/4/19
55	Todd Jaksick	7/24/14 Text From Stan	2/4/19	STIPULATED	5/13/19
56	Todd Jaksick	6/5/14 Email from Wendy to Todd	2/4/19	STIPULATED	3/4/19
57	Todd Jaksick	5/28/14 Email string between Riley, Wendy, Stan, Todd, Lexi	2/4/19	STIPULATED	3/4/19
58	Todd Jaksick	4/6/15 Summary Appraisal	2/4/19	---	---
59	Todd Jaksick	11/13/15 Consent to Incline TSS Operating Agreement	2/4/19	STIPULATED	3/4/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
60	Todd Jaksick	10/28/14-11/03/14 Email string between Riley, Todd, Stan	2/4/19	STIPULATED	3/4/19
61	Todd Jaksick	11/13/15 Secured Promissory Note	2/4/19	NO OBJECTION	2/20/19
62	Todd Jaksick	11/13/15 Pledge and Security Agreement	2/4/19	STIPULATED	3/4/19
63	Todd Jaksick	2/25/16 Email string between Todd, Stan	2/4/19	STIPULATED	3/4/19
64	Todd Jaksick	11/13/15 Contribution and Issuance Agreement	2/4/19	NO OBJECTION	2/20/19
65	Todd Jaksick	2/14/17 (12:43 p.m.) Email from Todd to Stan	2/4/19	STIPULATED	3/4/19
66	Todd Jaksick	8/28/16 (8:54 p.m.) Email from Todd to Riley, Stan	2/4/19	STIPULATED	3/4/19
67	Todd Jaksick	2/28/17 (6:48 p.m.) Email from Todd to Stan	2/4/19	STIPULATED	2/20/19
68	Todd Jaksick	3/3/17 Email string between Kreitlein, Stan, Todd	2/4/19	STIPULATED	5/13/19
69	Todd Jaksick	5/19/17 Letter from Kreitlin to Palmer	2/4/19	STIPULATED	5/13/19
70	Todd Jaksick	8/31/17-9/6/17 Email string between Stan, Todd	2/4/19	STIPULATED	5/13/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
71	Todd Jaksick	Schedule A Property	2/4/19	STIPULATED	3/4/19
72	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/21/13-3/31/14	2/4/19	STIPULATED	2/20/19
73	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/1/14-3/31/15	2/4/19	STIPULATED	2/20/19
74	Todd Jaksick	Samuel Jaksick Family Trust Financial Statement 4/1/15-3/31/16	2/4/19	STIPULATED	2/20/19
75	Todd Jaksick	4/12/16 Email string between Wendy, Riley, Lexi	2/4/19	STIPULATED	2/20/19
76	Todd Jaksick	1/25/17 (12:17 p.m.) Email from Riley to McQuaid	2/4/19	STIPULATED	2/20/19
77	Todd Jaksick	8/11/16 Order Waiving Supplemental Inventory and Accounting for Final Distribution of the Estate	2/4/19	STIPULATED	5/13/19
78	Todd Jaksick	9/19/05 Montreux Letter of Understanding	2/4/19	STIPULATED	5/13/19
79	Todd Jaksick	7/6/16 (6:58 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	2/26/19
80	Todd Jaksick	1/11/16 (12:59 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	2/26/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
81	Todd Jaksick	2/16/18-2/21/18 Email string between Kimmel, Stan, Todd	2/4/19	STIPULATED	2/21/19
82	Todd Jaksick	1/27/17 Letter from Lattin to Dwiggins	2/4/19	STIPULATED	5/13/19
83	Todd Jaksick	7/24/17 (12:07 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	5/13/19
84	Todd Jaksick	7/26/17 (1:07 p.m.) Email from Wendy to Stan	2/4/19	STIPULATED	5/13/19
85	Todd Jaksick	1/8/16 Email from Wendy to Riley, Lexi, Stan	2/4/19	STIPULATED	5/13/19
86	Todd Jaksick	7/20/17 (4:20 p.m.) Email from Wendy to Riley	2/4/19	STIPULATED	5/13/19
87	Todd Jaksick	12/20/14 (12:36 a.m.) Email from Wendy to Todd, Stan, Lexi	2/4/19	---	---
88	Todd Jaksick	12/26/12 Various emails between Hascheff, Riley	2/4/19	STIPULATED	5/13/19
89	Todd Jaksick	Incline TSS/SSJ Cash Flow Data and Amortization Schedule	2/4/19	NO OBJECTION	2/19/19
90	Todd Jaksick	Jaksick Entities Chart	2/4/19	STIPULATED	2/21/19
91	Todd Jaksick	5/28/14 (12:03 p.m.) Riley Email to Wendy, Stan, Todd, Lexi	2/4/19	STIPULATED	5/13/19

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92	Todd Jaksick	5/28/14 (2:12 a.m.) Wendy Email to Todd	2/4/19	STIPULATED	5/13/19
93	Todd Jaksick	7/25/16 (5:48 p.m.) Riley Email to Todd	2/4/19	STIPULATED	5/13/19
94	Todd Jaksick	6/27/18 Todd's Response to Wendy's First Request for Production of Documents	2/4/19	---	---
95	Todd Jaksick	Financial Statements for Wendy Jaksick 4/21/13-12/31/16	2/4/19	NO OBJECTION	2/21/19
96	Todd Jaksick	11/15/11 SSJ, LLC Articles of Organization and Operating Agreement	2/4/19	NO OBJECTION	2/21/19
97	Todd Jaksick	6/4/18 Todd's Amended Notice of Taking Depositions of Jaksick Family LLC	2/4/19	---	---
97A	Todd Jaksick	7/31/18 Todd's Second Amended Notice of Taking Depositions of Jaksick Family, LLC	2/4/19	---	---
98	Todd Jaksick	8/30/18 Todd's Subpoena Duces Tecum Jaksick Family, LLC	2/4/19	---	---
99	Todd Jaksick	8/23/18 Jaksick Family, LLC Objections to Subpoena Duces Tecum	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

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

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

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
100	Todd Jaksick	Montreux Golf Club Ltd.'s Entity Chart	2/4/19	STIPULATED	5/13/19
101	Todd Jaksick	7/31/18 Todd's Second Amended Notice of Taking Deposition of Toiyabe Investment	2/4/19	---	---
102	Todd Jaksick	8/30/18 Todd's Subpoena Duces Tecum Toiyabe Investment Co.	2/4/19	---	---
103	Todd Jaksick	8/23/18 Toiyabe Objection to Subpoena Duces Tecum	2/4/19	---	---
104	Todd Jaksick	Toiyabe Working Trial Balance	2/4/19	STIPULATED	5/13/19
105	Todd Jaksick	Montreux Development Group, LLC Entity Chart	2/4/19	STIPULATED	5/13/19
106	Todd Jaksick	6/25/90 Articles of Incorporation of Toiyabe Investment Co.	2/4/19	STIPULATED	5/13/19
107	Todd Jaksick	6/90 By-Laws of Toiyabe Investment Co.	2/4/19	STIPULATED	5/13/19
108	Todd Jaksick	Excerpts from Videotaped Deposition of Wendy Jaksick (Vol 1)	2/4/19	---	---
109	Todd Jaksick	Excerpts from Videotaped Deposition of Wendy Jaksick (Vol III)	2/4/19	---	---

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Exhibit No.	Party	Description	Marked	Offered	Admitted
110	Todd Jaksick	Letter from David Jamieson to Todd Jaksick: Whom It May Concern re: 70 Acres (no date)	2/4/19	---	---
111	Todd Jaksick	2/28/18 Email string between Stan and Wendy	2/4/19	STIPULATED	2/21/19
112	Todd Jaksick	4/21/16 Option and Purchase Agreement – Sky-Out and Bright Holland	2/4/19	---	---
113	Todd Jaksick	3/13/09 Quit Claim Deed (#3738685)	2/4/19	STIPULATED	5/13/19
114	Todd Jaksick	5/11/07 Letter to Clayton from Hascheff	2/4/19	STIPULATED	2/20/19
115	Todd Jaksick	9/16/10 Operating Agreement of Incline TSS, Ltd.	2/4/19	NO OBJECTION	2/28/19
116	Todd Jaksick	9/14/12 Memorandum to the file from Hascheff	2/4/19	----	---
117	Todd Jaksick	9/9/12 Letter to U.S. Bank Trust From Hascheff	2/4/19	---	---
118	Todd Jaksick	12/4/12 Water Rights Deed – Lake Ridge and Jaksick Family, LLC.	2/4/19	STIPULATED	2/28/19
119	Todd Jaksick	12/28/12 Water Rights Deed – Lakeridge Golf Course and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
120	Todd Jaksick	12/28/12 Water Rights Deed – Lakeridge, Inc. and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19
121	Todd Jaksick	12/28/12 Water Rights Deed – Sam, Thelma Estate and Jaksick Family LLC	2/4/19	STIPULATED	2/21/19
122	Todd Jaksick	12/28/12 Water Rights Deed – Samuel Stan, Jr. and Thelma Jaksick	2/4/19	STIPULATED	2/28/19
123	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224431)	2/4/19	STIPULATED	2/21/19
124	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224433)	2/4/19	STIPULATED	2/21/19
125	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224432)	2/4/19	STIPULATED	2/21/19
126	Todd Jaksick	Samuel Jaksick Jr. Family Trust Financial Statements 4/1/16-2/31/17	2/4/19	STIPULATED	2/20/19
127	Todd Jaksick	7/30/12 Indemnification Agreement	2/4/19	STIPULATED	5/13/19
128	Todd Jaksick	3/20/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/28/19
129	Todd Jaksick	SSJ's Issue Trust Financial Statement 4/21/13-12/31/13	2/4/19	NO OBJECTION	2/21/19

JURY + NON-JURY Trial Exhibits

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

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

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Exhibit No.	Party	Description	Marked	Offered	Admitted
130	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/14-12/31/14	2/4/19	NO OBJECTION	2/21/19
131	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/15-12/31/15	2/4/19	NO OBJECTION	2/21/19
132	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/16-12/31/16	2/4/19	NO OBJECTION	2/21/19
133	Todd Jaksick	SSJ's Issue Trust Financial Statement 1/1/17-12/31/17	2/4/19	STIPULATED	2/28/19
134	Todd Jaksick	1/27/17 (11:27 a.m.) Email from Riley to Stan, Todd, Kimmel, LeGoy, McQuaid	2/4/19	STIPULATED	5/13/19
135	Todd Jaksick	Sam Jaksick Estate Tax Return – 2012	2/4/19	STIPULATED	5/13/19
136	Todd Jaksick	Incline TSS Balance Sheets 2014-2016	2/4/19	STIPULATED	5/13/19
137	Todd Jaksick	Incline TSS Working Trial Balance 2013-2016	2/4/19	STIPULATED	5/13/19
138	Todd Jaksick	Sam Jaksick Gift Tax Return 2012	2/4/19	STIPULATED	5/13/19
139	Todd Jaksick	3/13/14 (4:48 p.m.) Email from Todd to Stan, Wendy, Lexi)	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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

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Exhibit No.	Party	Description	Marked	Offered	Admitted
140	Todd Jaksick	12/9/16 Closing Disclosure for Lake House	2/4/19	STIPULATED	5/13/19
141	Todd Jaksick	12/8/16 Ticor Final Settlement Statement for Lake House	2/4/19	STIPULATED	5/13/19
142	Todd Jaksick	Declaration of Gift 2011 46%	2/4/19	STIPULATED	5/13/19
143	Todd Jaksick	Declaration of Gift 2011 3%	2/4/19	STIPULATED	5/13/19
144	Todd Jaksick	12/15/11 Duck Lake Ranch Appraisal-46% Interest	2/4/19	STIPULATED	5/13/19
145	Todd Jaksick	8/1/11 Duck Lake Ranch Appraisal-3% Interest	2/4/19	STIPULATED	5/13/19
146	Todd Jaksick	Incline TSS 2018 Budget Forecast	2/4/19	STIPULATED	5/13/19
147	Todd Jaksick	5/3/12 Grant, Bargain and Sale Deed	2/4/19	STIPULATED	5/13/19
148	Todd Jaksick	10/31/18 Washoe County Real Property Assessment Data	2/4/19	STIPULATED	5/13/19
149	Todd Jaksick	49 Mountain Trust Agreement	2/4/19	STIPULATED	5/13/19
150	Todd Jaksick	10/12/18 Todd's Petition for Reconveyance of Trust Assets	2/4/19	OBJECTION SUSTAINED	---
151	Todd Jaksick	7/27/17 Letter from Lattin to Wendy	2/4/19	STIPULATED	2/21/19
152	Todd Jaksick	3/15/17 Todd Letter to LeGoy, McQuaid	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

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

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

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Exhibit No.	Party	Description	Marked	Offered	Admitted
153	Todd Jaksick	11/30/05 Third Amendment to and Complete Restatement of Samuel Stan Jr. Family Trust Agreement	2/4/19	STIPULATED	5/13/19
153A	Todd Jaksick	11/30/05 Third Amendment to and Complete Restatement of Samuel Stan Jr. Family Trust Agreement	2/4/19	STIPULATED	2/25/19
154	Todd Jaksick	3/14/11 Fourth Amendment to Samuel Stan, Jr. Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
155	Todd Jaksick	4/27/12 Fifth Amendment to the Samuel Stan, Jr Family Trust Agreement	2/4/19	NO OBJECTION	2/19/19
156	Todd Jaksick	9/24/18 Supplement to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court (Family Trust)	2/4/19	OBJECTION SUSTAINED	---
157	Todd Jaksick	9/20/18 Supplement to Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court (Issue Trust)	2/4/19	OBJECTION SUSTAINED	---
158	Todd Jaksick	4/9/13 Correction Water Rights Deed (#4224430)	2/4/19	STIPULATED	2/28/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
159	Todd Jaksick	4/9/13 Declaration of Value	2/4/19	STIPULATED	2/21/19
160	Todd Jaksick	4/11/17 Notice of Document Filed in Error	2/4/19	STIPULATED	2/28/19
160A	Todd Jaksick	4/11/17 Correction Water Rights Deed (#4694577)	2/4/19	STIPULATED	2/28/19
160B	Todd Jaksick	4/11/17 Correction Grant, Bargain and Sale Deed	2/4/19	STIPULATED	2/28/19
161	Todd Jaksick	11/18/09 Email from Clayton to Riley, Hascheff	2/4/19	STIPULATED	2/28/19
162	Todd Jaksick	11/23/09 Email from Clayton to Hascheff	2/4/19	STIPULATED	2/28/19
163	Todd Jaksick	11/24/09 Certificate of LLC Membership Interest Sammy Super Cub LLC	2/4/19	STIPULATED	5/13/19
164	Todd Jaksick	2/19/13 Email from Hascheff to Clayton	2/4/19	STIPULATED	2/21/19
165	Todd Jaksick	9/3/08 Certificate of Trust Existence and Authority	2/4/19	STIPULATED	2/28/19
166	Todd Jaksick	Term Sheet Eco2 Forest, Inc.	2/4/19	STIPULATED	2/21/19
167	Todd Jaksick	2/17/10 Project Summary	2/4/19	STIPULATED	2/21/19
168	Todd Jaksick	7/25/16 Wendy, Riley email string	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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169	Todd Jaksick	7/25/16 Wendy, Riley email string	2/4/19	STIPULATED	2/21/19
170	Todd Jaksick	7/31/13 Riley Affidavit	2/4/19	STIPULATED	2/28/19
171	Todd Jaksick	7/17/14 Riley Affidavit	2/4/19	STIPULATED	2/28/19
172	Todd Jaksick	2014 Incline TSS Ltd Tax Return	2/4/19	STIPULATED	5/13/19
173	Todd Jaksick	1/1/08 Indemnification Agreement (Todd)	2/4/19	STIPULATED	2/20/19
174	Todd Jaksick	10/18/18 Todd B. Jaksick's Fifth Supplemental Disclosures	2/4/19	STIPULATED	5/13/19
175	Todd Jaksick	12/17/18 Campagna Expert Report	2/4/19	STIPULATED	5/13/19
176	Todd Jaksick	12/07 AICPA Practice Guide for Fiduciary Accounting	2/4/19	STIPULATED	5/13/19
177	Todd Jaksick	NRS 165.1207	2/4/19	---	---
178	Todd Jaksick	NRS 165.1214	2/4/19	---	---
179	Todd Jaksick	NRS 165.135	2/4/19	---	---
180	Todd Jaksick	4/1/16-12/13/17 Samuel S. Jaksick Jr. Family Trust Financial Statements	2/4/19	STIPULATED	2/28/19
181	Todd Jaksick	Engagement Letter (to be provided)	---	---	---
182	Todd Jaksick	AR-C Section 80	2/4/19	STIPULATED	5/13/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
183	Todd Jaksick	12/17/18 Expert Report of Gary Stolbach, Attorney	2/4/19	STIPULATED	5/13/19
184	Todd Jaksick	1/7/19 Wendy's Biography	2/4/19	---	---
185	Todd Jaksick	9/3/14 Letter from LeGoy to Wendy)	2/4/19	STIPULATED	5/13/19
186	Todd Jaksick	10/15/14 Letter from LeGoy to Brett Buckingham, Investigator, Gaming Division	2/4/19	STIPULATED	5/13/19
187	Todd Jaksick	10/27/14 Letter from LeGoy to Stan	2/4/19	STIPULATED	5/13/19
188	Todd Jaksick	6/1/17 Letter from LeGoy to Wendy, Joshua Hood	2/4/19	STIPULATED	5/13/19
189	Todd Jaksick	8/23/06 Certification of the Samuel S. Jaksick Jr Family Trust	2/4/19	STIPULATED	2/25/19
190	Todd Jaksick	9/3/08 Certificate of Trust Existence and Authority	2/4/19	STIPULATED	2/25/19
191	Todd Jaksick	10/11/13 Letter from Janene Jaksick to Estate of Samuel S. Jaksick Jr.	2/4/19	STIPULATED	2/28/19
192	Todd Jaksick	6/4/13 Letter from Soraya Aguirre to LeGoy	2/4/19	STIPULATED	5/13/19
193	Todd Jaksick	Consent to Conveyance of Real Property in Compromise of Secured Claims and Waiver of Notice of Proposed Action	2/4/19	STIPULATED	5/13/19

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Exhibit No.	Party	Description	Marked	Offered	Admitted
194	Todd Jaksick	(8/29/14) Loan Termination Agreement (Draft)	2/4/19	STIPULATED	5/13/19
195	Todd Jaksick	1/14/16 Assignment of Shares of Stock Separate from Certificate	2/4/19	STIPULATED	2/28/19
196	Todd Jaksick	8/8/13 List of Creditors for Samuel S. Jaksick	2/4/19	STIPULATED	5/13/19
197	Todd Jaksick	7/20/18 Letter from Zachary Johnson to Clayton	2/4/19	STIPULATED	2/27/19
198	Todd Jaksick	3/15-5/16 Journal of Notarial Acts	2/4/19	STIPULATED	2/27/19
199	Todd Jaksick	3/4/15 Email from Todd to Riley, McQuaid and Stan	2/4/19	STIPULATED	5/13/19
200	Todd Jaksick	12/17/12 Assignment and Declaration of Gift	2/4/19	STIPULATED	2/27/19
201	Todd Jaksick	6/8/13 Grant, Bargain & Sale Deed	2/4/19	STIPULATED	2/27/19
202	Todd Jaksick	12/18/12 Email from Clayton to Hascheff, Todd	2/4/19	STIPULATED	2/21/19
203	Todd Jaksick	8/26/13 Affidavit of Wendy Ann Jaksick	2/4/19	STIPULATED	2/21/19
204	Todd Jaksick	6/4/13 Email from Clayton to McQuaid, Todd	2/4/19	STIPULATED	5/13/19

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205	Todd Jaksick	7/25/13 Email from Clayton to Riley, LeGoy	2/4/19	STIPULATED	2/19/19
206	Todd Jaksick	5/29/13 Email string between Clayton, Riley	2/4/19	STIPULATED	5/13/19
207	Todd Jaksick	10/14/13 Email from McQuaid to Clayton, Todd, Stan, Riley	2/4/19	STIPULATED	2/20/19
208	Todd Jaksick	NRS 240.075, NRS 240.120 Notary Prohibited Acts	2/4/19	STIPULATED	5/13/19
209	Todd Jaksick	Jessica Clayton's signature of Sam Jaksick	2/4/19	---	---
210	Todd Jaksick	12/17/18 Letter from R. Bruce Wallace Jr. to Zachary E. Johnson	2/4/19	STIPULATED	5/13/19
211	Todd Jaksick	10/15/13 Email from McQuaid to Clayton, Todd, Stan, Riley, LeGoy	2/4/19	STIPULATED	5/13/19
212	Todd Jaksick	3/15/17 (10:55 a.m.) Email from Jessica to Todd	2/4/19	STIPULATED	5/13/19
213	Todd Jaksick	Samuel Jaksick Jr. Statement of Financial Condition 10/15/10	2/4/19	STIPULATED	2/21/19
214	Todd Jaksick	Samuel Jaksick Jr. Statement of Financial Condition	2/4/19	STIPULATED	2/21/19
215	Todd Jaksick	Hydrographic Abstracts	2/4/19	STIPULATED	2/26/19

JURY + NON-JURY Trial Exhibits

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216	Todd Jaksick	Division of Water Resources-Mapping & Data re: Buckhorn	2/4/19	STIPULATED	2/26/19
217	Todd Jaksick	Division of Water Resources – Mapping & Data re: Jackrabbit	2/4/19	STIPULATED	2/26/19
218	Todd Jaksick	Division of Water Resources-Mapping & Data re: White Pine Lumber	2/4/19	STIPULATED	2/26/19
219	Todd Jaksick	Division of Water Resources – Mapping & Data re: Home Camp	2/4/19	STIPULATED	2/26/19
220	Todd Jaksick	James Green Report	2/4/19	STIPULATED	2/25/19
221	Todd Jaksick	James Green file [SEPARATE BINDER]	2/4/19	STIPULATED	2/25/19
222	Todd Jaksick	James Green emails [NOT PROVIDED TO CLERK; COUNSEL NOTIFIED]	---	STIPULATED	5/13/19
223	Todd Jaksick	Division of Water Resources – Mapping & Data re: Nevada Pronghorn II	2/4/19	STIPULATED	2/21/19
224	Todd Jaksick	Division of Water Resources – Mapping & Data re: Bright Holland	2/4/19	STIPULATED	2/21/19
225	Todd Jaksick	Division of Water Resources – Mapping & Data re: Duck Lake Ranch	2/4/19	STIPULATED	2/21/19

JURY + NON-JURY Trial Exhibits

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

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Exhibit No.	Party	Description	Marked	Offered	Admitted
226	Todd Jaksick	Division of Water Resources – Mapping & Data re; Duck Lake Ranch	2/4/19	STIPULATED	2/21/19
227	Todd Jaksick	Division of Water Resources – Mapping & Data re: SSJ Issue Trust & TBJ Issue Trust & TBJ SC Trust	2/4/19	STIPULATED	2/21/19
228	Todd Jaksick	Division of Water Resources Mapping & Data re: Barker-Coleman; Sam & Thelma Jaksick	2/4/19	STIPULATED	2/21/19
229	Todd Jaksick	Division of Water Resources – Mapping & Data re: Spruce Monarch	2/4/19	STIPULATED	2/21/19
230	Todd Jaksick	6/2/13 Palmer letter to Eshelman	2/4/19	STIPULATED	2/21/19
231	Todd Jaksick	5/7/13-5/22/13 Palmer, West, Todd Email String	2/4/19	STIPULATED	2/21/19
232		INTENTIONALLY BLANK		---	---
233	Todd Jaksick	2/13/17 Letter from American Ag Credit to Sam, Todd	2/4/19	STIPULATED	5/13/19
234	Todd Jaksick	7/7/16 Letter from American Ag Credit to Bright Holland	2/4/19	STIPULATED	5/13/19
235	Todd Jaksick	12/5/12 Agreement Between Duck Lake Ranch and White Pine Lumber	2/4/19	STIPULATED	5/13/19

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

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

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

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
236	Todd Jaksick	10/18/17 Seller's Settlement Statement	2/4/19	STIPULATED	5/13/19
237	Todd Jaksick	2017 IRS Substitute Form; 1099-S 9/6/16 Stan Email to Riley	2/4/19	STIPULATED	5/13/19
238	Todd Jaksick	9/6/16-9/7/16 Stan, Riley Email string	2/4/19	STIPULATED	5/13/19
239	Todd Jaksick	Photograph of car	2/4/19	STIPULATED	2/21/19
240	Todd Jaksick	3/1/17 Samuel Jaksick Jr. Family Trust Settlements of Family Trust Obligations	2/4/19	STIPULATED	5/13/19
241	Todd Jaksick	8/23/16 Todd, Stan email string	2/4/19	STIPULATED	5/13/19
242	Stanley Jaksick	Email correspondence between Stan Jaksick, Todd Jaksick, Lexi Smrt and Wendy Jaksick re: Christmas and Tahoe dated 12/01/2017	2/4/19	STIPULATED	2/26/19
243	Stanley Jaksick	Email correspondence between Todd Jaksick, Stan Jaksick, Kevin Riley and Michael Kimmel re: Invoice from Sam Trust dated 09/22/17	2/4/19	STIPULATED	2/20/19
244	Stanley Jaksick	Email correspondence between Stan Jaksick, Todd Jaksick, Michael Kimmel and Kevin Riley re: Meeting notes 11/29/17 dated 12/05/17	2/4/19	STIPULATED	2/26/19

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
245	Stanley Jaksick	Email correspondence between Kevin Riley and Stan Jaksick re: Question dated 09/06/16	2/4/19	STIPULATED	5/13/19
246	Stanley Jaksick	Email correspondence between Stan Jaksick and Todd Jaksick re: Super Cub dated 01/11/14	2/4/19	STIPULATED	2/26/19
247-249		INTENTIONALLY BLANK	---	---	---
250	Todd Jaksick	3/17/14 Closing Documents, Refinance 2014	2/4/19	STIPULATED	5/13/19
250A	Todd Jaksick	3/17/14 Balance Statement	2/4/19	---	---
250B	Todd Jaksick	3/13/14 Borrower's Loan Escrow Instructions	2/4/19	---	---
250C	Todd Jaksick	3/14/14 Settlement Statement	2/4/19	---	---
250D	Todd Jaksick	3/17/14 Deed of Trust	2/4/19	---	---
250E	Todd Jaksick	3/14/14 Adjustable Rate Note	2/4/19	---	---
250F	Todd Jaksick	3/14/14 Continuing and Unconditional Guaranty	2/4/19	---	---
250G	Todd Jaksick	3/14/14 Continuing and Unconditional Guaranty	2/4/19	---	---
251	Todd Jaksick	12/5/16 Closing Disclosure	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
251A	Todd Jaksick	12/9/16 Settlement Statement (Estimated)	2/4/19	---	---
251B	Todd Jaksick	12/16/16 Escrow Instruction	2/4/19	---	---
251C	Todd Jaksick	Updated Preliminary Title Report	2/4/19	---	---
252	Todd Jaksick	1/14/13 10:23 a.m. Email from Brenda Webb to Jennifer Tahoe Luxury Properties	2/4/19	---	---
253	Todd Jaksick	10/8/13 Stan and Lisa Jaksick Divorce Decree	2/4/19	---	---
254	Todd Jaksick	4/24/13 12:20 pm Email from Bill Dietz to Stan Jaksick	2/4/19	---	---
255	Todd Jaksick	5/30/13 Email string between Clayton, Todd, LeGoy	2/4/19	---	---
256	Todd Jaksick	6/3/13 Email String Todd, LeGoy, Riley, Clayton	2/4/19	---	---
257	Todd Jaksick	11/17/16 William Kimmel letter; Appraisal	2/4/19	---	---
258	Todd Jaksick	10/3/13 Bank of America Creditor's Claim	2/4/19	STIPULATED	2/20/19
259	Todd Jaksick	10/3/14 Text from Wendy	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
260	Todd Jaksick	2/15/14 (1:12 p.m.) Email Riley to Todd	2/4/19	---	---
261	Todd Jaksick	2/27/14 (12:50 p.m.) Email from Todd to Stan	2/4/19	---	---
262	Todd Jaksick	7/5/13 (10:30 a.m.) Todd email to Riley (cc: Stan)	2/4/19	---	---
263	Todd Jaksick	4/18/18 Wendy, Stan Email string	2/4/19	---	---
264	Todd Jaksick	3/17/14 Amended Operating Agreement Incline TSS	2/4/19	---	---
265	Todd Jaksick	3/15/14 New Partnership Structure	2/4/19	---	---
266	Todd Jaksick	TSS/SSJ Note Payable Schedule	2/4/19	---	---
267	Todd Jaksick	11/10/14 Wendy Text & Emails	2/4/19	---	---
268	Todd Jaksick	11/14/15 Stan text to Todd	2/4/19	---	---
269	Todd Jaksick	4/17/14 (9:02 a.m.) Text From Wendy to Todd	2/4/19	---	---
270	Todd Jaksick	5/21/14 (8:17 a.m.) Email from Wendy to Todd & Stan	2/4/19	---	---
271	Todd Jaksick	9/2/14 (8:20 p.m.) Email from Todd to Stan	2/4/19	---	---
272	Todd Jaksick	10/13/14 (3:40 p.m.) Email between Todd & Stan	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Dept. No: **15**

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
273	Todd Jaksick	1/14/15 (1:37 p.m.) Email from Stan to Todd	2/4/19	---	---
274	Todd Jaksick	1/22/15 (12:45 p.m.) Email from Stan to LeGoy	2/4/19	---	---
275	Todd Jaksick	1/30/15 Note Payable between Stan & Incline TSS	2/4/19	---	---
276	Todd Jaksick	7/7/15 (5:45 p.m.) Email from Wendy to Riley	2/4/19	---	---
277	Todd Jaksick	SSJ Trust Financial Statements 2014	2/4/19	---	---
278	Todd Jaksick	11/13/15 Text From Todd to Stan	2/4/19	---	---
279	Todd Jaksick	Certificate of LLC Membership-Incline TSS Ltd	2/4/19	---	---
280	Todd Jaksick	1/12/16 (11:37 a.m.) Email from Wendy to Todd& Stan	2/4/19	---	---
281	Todd Jaksick	1/26/16 (6:06 p.m.) Email from Stan to Todd	2/4/19	---	---
282	Todd Jaksick	5/31/16 Email string between Stan, Todd	2/4/19	---	---
283	Todd Jaksick	9/6/16 (8:41 a.m.) Email from Todd to Stan and Riley	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
284	Todd Jaksick	9/29/16 (6:06 p.m.) Email from Todd to Stan, Riley	2/4/19	---	---
285	Todd Jaksick	12/09/16 Guarantee	2/4/19	---	---
286	Todd Jaksick	4/15/18 11:09 p.m. Email from Danyarop LLC to Acumen Finance (cc: Wendy)	2/4/19	---	---
287	Todd Jaksick	2/28/17 (7:55 p.m.) Email from Stan to Todd	2/4/19	---	---
288	Todd Jaksick	3/13/17 (11:20 p.m.) Email from Todd to Stan	2/4/19	---	---
289	Todd Jaksick	3/15/17 (11:23 a.m.) Email from Stan to Todd	2/4/19	---	---
290	Todd Jaksick	3/23/17 (3:06 p.m.) Email from Todd to Stan	2/4/19	---	---
291	Todd Jaksick	3/24/17 (9:34 a.m.) Wendy email to Stan and Todd	2/4/19	---	---
292	Todd Jaksick	3/25/17 (12:13 p.m.) Email from Wendy to Lexi, Todd, Stan	2/4/19	---	---
293	Todd Jaksick	4/7/17 (1:19 p.m.) Email from Todd to Wendy, Lexi & Stan	2/4/19	---	---
294	Todd Jaksick	7/11/17 (12:34 p.m.) Email from Stan to Todd	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
295	Todd Jaksick	9/27/17 (11:22 a.m.) Email from Stan to Todd	2/4/19	---	---
296	Todd Jaksick	8/15/13 Email from Clayton to Riley, Todd, Stan	2/4/19	---	---
297	Todd Jaksick	8/15/13 (1:28 p.m.) Email from Clayton to Riley	2/4/19	---	---
298	Todd Jaksick	10/21/13 Todd's Creditor Claim	2/4/19	STIPULATED	2/20/19
299	Todd Jaksick	1/20/16 (8:52 p.m.) Email from Todd to Wendy	2/4/19	---	---
300	Todd Jaksick	6/2017 Capital Call Request	2/4/19	---	---
301	Todd Jaksick	12/18/12 (12:21 p.m.) Email from Clayton to Hascheff, Todd	2/4/19	---	---
302	Todd Jaksick	6/5/14 (9:32 a.m.) Wendy email to Todd	2/4/19	---	---
303	Todd Jaksick	6/6/13 Text from Wendy to Todd	2/4/19	---	---
304	Todd Jaksick	7/5/13 (10:31 a.m.) Email from Todd to Riley, Stan	2/4/19	---	---
305	Todd Jaksick	7/30/14 & 7/31/14 Todd emails to Wendy	2/4/19	---	---
306	Todd Jaksick	11/18/14 (8:13 a.m.) Wendy email to Todd, Stan, Lexi, Riley	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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Case No: **PR17-00445**

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
307	Todd Jaksick	Photo of Samuel S. Jaksick, Jr.	2/13/19	---	---
308	Todd Jaksick	Sam's Intent Diagram	2/13/19	---	---
309	Todd Jaksick	Chart of Entities Owned by Trust in April of 2013/ACPA	2/13/19	DEMO PURPOSE ONLY	DEMO PURPOSE ONLY
310	Todd Jaksick	Samuel S. Jaksick, Jr. Family Trust 4/21/13	2/13/19	---	---
310A	Todd Jaksick	Samuel L. Jaksick, Jr. Family Trust 2/4/19	2/13/19	---	---
311	Todd Jaksick	Summary of Personal Guarantees on Which Todd is Liable	2/13/19	---	---
312	Todd Jaksick	LIST OF ENTITIES IN WHICH TRUST HAS OWNERSHIP INTEREST PRESENTLY	2/13/19	---	---
313	Todd Jaksick	Tahoe Timeline	2/13/19	---	---
313A	Todd Jaksick	Tahoe Timeline	2/13/19	---	---
313B	Todd Jaksick	Lake Tahoe House	2/13/19	---	---
314	Todd Jaksick	LIST OF AND CHRONOLOGY OF TRUSTEES	2/13/19	---	---
315	Todd Jaksick	Wendy's Advances	2/13/19	---	---

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

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Exhibit No.	Party	Description	Marked	Offered	Admitted
316	Todd Jaksick	Financial Risk; demonstrative exhibit	2/13/19	NO OBJECTION TO DEMO PURPOSES ONLY	DEMO PURPOSES ONLY
317	Todd Jaksick	Financial Risk; demonstrative exhibit	2/13/19	---	---
317A	Todd Jaksick	Diagram	2/13/19	---	---
317B	Todd Jaksick	Diagram	2/13/19	---	---
317C	Todd Jaksick	Diagram	2/13/19	---	---
317D	Todd Jaksick	Diagram	2/13/19	---	---
317E	Todd Jaksick	Diagram	2/13/19	---	---
317F	Todd Jaksick	Diagram	2/13/19	---	---
317G	Todd Jaksick	Diagram	2/13/19	---	---
317H	Todd Jaksick	Diagram	2/13/19	---	---
317I	Todd Jaksick	Diagram	2/13/19	---	---
317J	Todd Jaksick	Diagram	2/13/19	---	---
317K	Todd Jaksick	Diagram	2/13/19	---	---
317L	Todd Jaksick	Diagram	2/13/19	---	---
317M	Todd Jaksick	Diagram	2/13/19	---	---
317N	Todd Jaksick	Diagram	2/13/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
317N	Todd Jaksick	Diagram	2/13/19	---	---
317O	Todd Jaksick	Diagram	2/13/19	---	---
317P	Todd Jaksick	Diagram	2/13/19	---	---
318	Todd Jaksick	Photograph(s)	2/4/19	---	---
318A	Todd Jaksick	Photograph(s)	2/4/19	---	---
318B	Todd Jaksick	Photograph(s)	2/4/19	---	---
318C	Todd Jaksick	Photograph(s)	2/4/19	---	---
318D	Todd Jaksick	Photograph(s)	2/4/19	---	---
318E	Todd Jaksick	Photograph(s)	2/4/19	---	---
318F	Todd Jaksick	Photograph(s)	2/4/19	---	---
318G	Todd Jaksick	Photograph(s)	2/4/19	---	---
318H	Todd Jaksick	Photograph(s)	2/4/19	---	---
318I	Todd Jaksick	Photograph(s)	2/4/19	---	---
318J	Todd Jaksick	Photograph(s)	2/4/19	---	---
318K	Todd Jaksick	Photograph(s)	2/4/19	---	---
318L	Todd Jaksick	Photograph(s)	2/4/19	---	---
318M	Todd Jaksick	Photograph(s)	2/4/19	---	---
318N	Todd Jaksick	Photograph(s)	2/4/19	---	---
318O	Todd Jaksick	Photograph(s)	2/4/19	---	---
318P	Todd Jaksick	Photograph(s)	2/4/19	---	---
318Q	Todd Jaksick	Photograph(s)	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
318R	Todd Jaksick	Photograph(s)	2/4/19	---	---
318S	Todd Jaksick	Photograph(s)	2/4/19	---	---
318T	Todd Jaksick	Photograph(s)	2/4/19	---	---
318U	Todd Jaksick	Photograph(s)	2/4/19	---	---
318V	Todd Jaksick	Photograph(s)	2/4/19	---	---
318W	Todd Jaksick	Photograph(s)	2/4/19	---	---
318X	Todd Jaksick	Photograph(s)	2/4/19	---	---
318Y	Todd Jaksick	Photograph(s)	2/4/19	---	---
318Z	Todd Jaksick	Photograph(s)	2/4/19	---	---
318AA	Todd Jaksick	Photograph(s)	2/4/19	---	---
318BB	Todd Jaksick	Photograph(s)	2/4/19	---	---
318CC	Todd Jaksick	Photograph(s)	2/4/19	---	---
318DD	Todd Jaksick	Photograph(s)	2/4/19	---	---
318EE	Todd Jaksick	Photograph(s)	2/4/19	---	---
318FF	Todd Jaksick	Photograph(s)	2/4/19	NO OBJECTION	2/22/19
318GG	Todd Jaksick	Photograph(s)	2/4/19	NO OBJECTION	2/22/19
318HH	Todd Jaksick	Photograph(s)	2/4/19	---	---
318II	Todd Jaksick	Photograph(s)	2/4/19	---	---
318JJ	Todd Jaksick	Photograph(s)	2/4/19	---	---
318KK	Todd Jaksick	Photograph(s)	2/4/19	---	---
318LL	Todd Jaksick	Photograph(s)	2/4/19	---	---
318MM	Todd Jaksick	Photograph(s)	2/4/19	---	---

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318NN	Todd Jaksick	Photograph(s)	2/4/19	---	---
318OO	Todd Jaksick	Photograph(s)	2/4/19	---	---
318PP	Todd Jaksick	Photograph(s)	2/4/19	---	---
318QQ	Todd Jaksick	Photograph(s)	2/4/19	---	---
319	Todd Jaksick	12/8/14 (4:19 p.m.) Clayton email to Wendy (cc: Todd, Stan)	2/4/19	---	---
320	Todd Jaksick	12/11/14 (9:57 a.m.) Clayton email to Wendy (cc: Todd, Stan)	2/4/19	---	---
321	Todd Jaksick	3/11/14 (9:45 a.m.) Email from Wendy to Todd	2/4/19	---	---
322	Todd Jaksick	12/15/14 (5:01 p.m.) Clayton email to Wendy	2/4/19	---	---
323	Todd Jaksick	5/28/14 (12:03 p.m.) Email from Riley to Wendy, Stan, Todd, Lexi	2/4/19	---	---
324	Todd Jaksick	7/7/15 (6:49 p.m.) Email from Riley to Todd, Stan	2/4/19	---	---
325	Todd Jaksick	7/25/16 (1:17 p.m.) Email from Riley to Wendy	2/4/19	---	---
326	Todd Jaksick	7/25/16 (5:27 p.m.) Email from Riley to Wendy, Lexi	2/4/19	---	---
327	Todd Jaksick	Demonstrative Chart – Professionals Providing Advice to Todd	2/4/19	NO OBJECTION TO DEMO PURPOSES ONLY	DEMO PURPOSE ONLY

JURY + NON-JURY Trial Exhibits

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

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

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
328	Todd Jaksick	Demonstrative Chart – Chronology of Events of Ownership of Tahoe House	2/4/19	---	---
329		INTENTIONALLY BLANK	---	---	---
330	Todd Jaksick	Debts and Obligations Schedule re: Samuel S. Jaksick Jr Family Trust, Estate of Samuel L. Jaksick Jr.	2/4/19	---	---
331	Todd Jaksick	Advances to Wendy	2/13/19	NO OBJECTION	2/27/19
332	Todd Jaksick	The TBJ's Issue Trust Agreement	2/20/19	---	---
333	Todd Jaksick	The Samuel S. Jaksick, Jr. Family Trust Agreement	2/20/19	---	---
334	Todd Jaksick	Wendy's original Counter Petition	5/13/19	---	---
335-399		INTENTIONALLY BLANK	---	---	---
400	Wendy Jaksick	Sam Jaksick Entities List	2/4/19	---	---
401	Wendy Jaksick	Sam's 2012 Income Tax Return	2/4/19	---	---
402	Wendy Jaksick	Sam's 2013 Income Tax Return	2/4/19	---	---
403	Wendy Jaksick	SSJ LLC Operating Agreement	2/4/19	---	---
404	Wendy Jaksick	Home Camp Land and Livestock 2013 Tax Return	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

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

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Exhibit No.	Party	Description	Marked	Offered	Admitted
405	Wendy Jaksick	Home Camp Land and Livestock 2014 Tax Return	2/4/19	---	---
406	Wendy Jaksick	Security Agreement, Wendy Jaksick as Debtor, Family Trust as Secured Party	2/4/19	---	---
407	Wendy Jaksick	Family Trust Balance Sheet, March 31, 2016	2/4/19	---	---
408	Wendy Jaksick	Pioneer Group, Inc Estimated Taming and Amount of Cash Distributions	2/4/19	---	---
409	Wendy Jaksick	Incline TSS New Partnership Structure #8 – Admission of Stan	2/4/19	---	---
410	Wendy Jaksick	Note Payable Between TBJ Family Trust and SBJ Family Trust	2/4/19	NO OBJECTION	2/27/19
411	Wendy Jaksick	Capital Call Request – Jackrabbit Properties – June 27, 2017	2/4/19	STIPULATED	2/20/19
412	Wendy Jaksick	Capital Call – Jackrabbit Properties – September 27, 2017	2/4/19	STIPULATED	2/20/19
413	Wendy Jaksick	Correspondence Dated December 13, 2017 From Kent Robison to Various Parties, Re: Capital Call Jackrabbit Property, LLC	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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

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414	Wendy Jaksick	Unsecured Promissory Note – Todd B. Jaksick Borrower, Samuel S. Jaksick Lender – Agreement to Extend	2/4/19	OBJECTION OVERRULED	2/27/19
415	Wendy Jaksick	Todd Jaksick's House	2/4/19	OBJECTION SUSTAINED	---
416	Wendy Jaksick	Indemnification and Contribution Agreement – BHC Family Trust	2/4/19	---	---
417	Wendy Jaksick	Pacific Life Insurance Check in the Amount of \$6,032,876.71 and Statement of Claim Payment	2/4/19	NO OBJECTION	2/19/19
418	Wendy Jaksick	August 15, 2016, Solomon Dwiggins Freer	2/4/19	STIPULATED	2/26/19
419	Wendy Jaksick	Incline TSS LTD – Capital Call – March 13, 2017	2/4/19	STIPULATED	2/20/19
420	Wendy Jaksick	Livestock Bill of Sale	2/4/19	STIPULATED	2/21/19
421	Wendy Jaksick	DLR WPR NRCS Closing Funds Distribution – April 17, 2014	2/4/19	---	---
422	Wendy Jaksick	Distribution Breakdown 2015 Todd Sub trust	2/4/19	---	---
423	Wendy Jaksick	2013 Annual Account Statement – Issue Trust	2/4/19	---	---
424	Wendy Jaksick	2015 Annual Account Statement – Issue Trust	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
425	Wendy Jaksick	Pioneer Group Ownership and Control	2/4/19	---	---
426	Wendy Jaksick	Closing Statement – Galena Canyon Trial – February 24, 2012	2/4/19	---	---
427	Wendy Jaksick	Lease Agreement – Home Camp Land & Livestock Co., Dated December 12, 2013	2/4/19	---	---
428	Wendy Jaksick	Correspondence from Zachary E. Johnson to Donald A. Lattin and Philip Kreitlein re: Sub trust Accountings	2/4/19	---	---
429	Wendy Jaksick	Indemnification Payments Worksheet	2/4/19	STIPULATED	2/20/19
430	Wendy Jaksick	Email Dated May 14, 2013 from Jessica Clayton to Kevin Riley, Re: from Todd	2/4/19	---	---
431	Wendy Jaksick	Email Dated May 28, 2013 from Jessica Clayton to Kevin Riley, Re: from Todd	2/4/19	---	---
432	Wendy Jaksick	Email Dated January 11, 2014 from Stan Jaksick to Todd Jaksick, Re: Super Cub	2/4/19	---	---
433	Wendy Jaksick	Email dated January 13, 2014 from Jessica Clayton to Kevin Riley Re: WPR to DLR including cattle	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
434	Wendy Jaksick	Email Dated January 15, 2014 From Wendy Jaksick to Todd Jaksick, Re: Easement update	2/4/19	---	---
435	Wendy Jaksick	Email Dated February 4, 2014 From Wendy Jaksick to Todd Jaksick	2/4/19	---	---
436	Wendy Jaksick	Email Dated February 5, 2014 From Brian McQuaid to Wendy Jaksick, Re: Super Cut and Duck Lake Ranch Note	2/4/19	---	---
437	Wendy Jaksick	Email Dated May 21, 2014 from Wendy Jaksick to Todd Jaksick Re: April 16, 2014	2/4/19	STIPULATED	2/21/19
438	Wendy Jaksick	Email Dated May 21, 2014 from Wendy Jaksick to Todd Jaksick Re: Notes	2/4/19	---	---
439	Wendy Jaksick	Text Message from Wendy to Todd Jaksick and Stan Jaksick	2/4/19	---	---
440	Wendy Jaksick	Email Dated September 26, 2014 From Stan Jaksick to Todd Jaksick, Re: Yesterday's Meeting	2/4/19	NO OBJECTION	2/20/19
441	Wendy Jaksick	Email Dated October 28, 2014 from Kevin Riley to Todd and Stan Jaksick Re: Tahoe/Incline TSS	2/4/19	NO OBJECTION	2/20/19
442	Wendy Jaksick	Email Dated November 7, 2014 From Jessica Clayton to Kevin Riley Re: ACPA – Need Kevin's signature	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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Date: May 13, 2019

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443	Wendy Jaksick	Email Dated February 11, 2015 from Jessica Clayton to Stan Jaksick and Kevin Riley Re: Explanation of Funds to Court for Stan	2/4/19	---	---
444	Wendy Jaksick	Email Dated January 12, 2016 From Wendy Jaksick to Todd Jaksick, Re: Gorman	2/4/19	NO OBJECTION	2/20/19
445	Wendy Jaksick	Email Dated January 12, 2016 From Wendy Jaksick to Todd Jaksick and Stan Jaksick Re: Vegas company buying Bronco Billy's definite agreement	2/4/19	---	---
446	Wendy Jaksick	Email Dated May 4, 2016 from Kevin Riley to Wendy Jaksick Re: Question	2/4/19	---	---
447	Wendy Jaksick	Email Dated July 20, 2016 From Kevin Riley to Todd Jaksick and Stan Jaksick, Re: First draft-estate distribution	2/4/19	STIPULATED	2/20/19
448	Wendy Jaksick	Email Dated August 19, 2016 From Kevin Riley to Stan Jaksick Re: Todd's Indemnification Worksheet (Need to Identify and Attach Attachments)	2/4/19	---	---

JURY + NON-JURY Trial Exhibits

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

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Exhibit No.	Party	Description	Marked	Offered	Admitted
449	Wendy Jaksick	Email Dated September 7, 2016 From Stan Jaksick to Todd Jaksick Re: Wendy Misc	2/4/19	STIPULATED	2/20/19
450	Wendy Jaksick	Email Dated December 1, 2016 From Jessica Clayton to Kevin Riley Re: Todd Sub Trust to Same Trust Balance Inco	2/4/19	---	---
451	Wendy Jaksick	Email Dated December 12, 2016 From Kevin Riley to Todd Jaksick, Bob LeGoy, Don Lattin and Nik Palmer Re: Fly Geyser & Grandchildrens Trust	2/4/19	---	---
452	Wendy Jaksick	Email Dated January 6, 2017 From Kevin Riley to Todd Jaksick, Stan Jaksick, Bob LeGoy and Brian McQuaid Re: draft financials for sj trust	2/4/19	---	---
453	Wendy Jaksick	Email Dated January 27, 2017 from Kevin Riley to Todd Jaksick, Stan Jaksick, Bob LeGoy and Brian McQuaid Re: SSJ trust distribution planning	2/4/19	---	---
454	Wendy Jaksick	Email Dated February 14, 2017 From Todd Jaksick to Stan Jaksick Re: Personal Guarantee	2/4/19	NO OBJECTION	2/20/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
455	Wendy Jaksick	Email Dated July 21, 2017 From Kevin Riley to Wendy Jaksick Re: BHC Trust	2/4/19	---	---
456	Wendy Jaksick	Email Dated December 5, 2017 from Stan Jaksick to Todd Jaksick Re: Meeting notes 11/29/17	2/4/19	---	---
457	Wendy Jaksick	Settlement Agreement Between Todd Jaksick and Stan Jaksick	2/19/19	---	---
458	Wendy Jaksick	Correspondence dated February 24, 2005 from Robert LeGoy and Gustave Rossi to Sam Jaksick and Todd Jaksick Re: Proposed transfer of Home Camp Land and Livestock Co,	2/14/19	---	---
459	Wendy Jaksick	Email dated May 11, 2006 from Robert LeGoy to Jessica Clayton Re: Clayton's direction to sign family trust	2/14/19	---	---
460	Wendy Jaksick	Correspondence dated June 29, 2006 from Robert LeGoy to Samuel Jaksick Re: Estate planning of Samuel J. Jaksick Re: Estate planning of Samuel J. Jaksick, Jr.	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
461	Wendy Jaksick	Correspondence dated December 6, 2006 from Robert LeGoy to Samuel Jaksick Re: The SSJ's Issue Trust Agreement	2/14/19	---	---
462	Wendy Jaksick	Correspondence dated December 27, 2006 from Robert LeGoy to Samuel Jaksick Re: The SSJ's Issue Trust Agreement	2/14/19	---	---
463	Wendy Jaksick	Correspondence dated April 12, 2007 from Robert LeGoy to Samuel Jaksick and Todd Jaksick Re: Binders re: the SSJ's Issue Trust Agreement	2/14/19	---	---
464	Wendy Jaksick	Email dated November 14, 2007 from Geoff Grenert to Robert LeGoy, Re: Jaksick	2/14/19	---	---
465	Wendy Jaksick	Correspondence dated June 17, 2010 from Robert LeGoy to Samuel Jaksick and Todd Jaksick Re: Evaluation of Real Estate Purchase Option for Sam's Incline Residence	2/14/19	NO OBJECTION	2/19/19
466	Wendy Jaksick	Email dated May 29, 2013 from Robert LeGoy to Brian McQuaid Re: Questions on List of Creditors	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
467	Wendy Jaksick	Email dated May 24, 2013 from Robert LeGoy to Jessica Clayton Re: Notice to Creditors	2/14/19	---	---
468	Wendy Jaksick	Email dated May 29, 2013 from Richard Thomas to Jessica Clayton Re: Sam's Estate	2/14/19	---	---
469	Wendy Jaksick	Email dated May 30, 2013 from Robert LeGoy to Jessica Clayton Re: Declaration of Gift – Bank Account	2/14/19	---	---
470	Wendy Jaksick	Email dated May 30, 2013 from Robert LeGoy to Jessica Clayton Re: From Todd	2/14/19	NO OBJECTION	2/21/19
471	Wendy Jaksick	Email Dated June 1, 2013 from Brian McQuaid to Jessica Clayton Re: Incline TSS LTD a Nevada Limited Liability Company	2/14/19	STIPULATED	2/19/19
472	Wendy Jaksick	Email dated June 2, 2013 from Todd Jaksick to Brian McQuaid re: Tahoe House	2/14/19	---	---
473	Wendy Jaksick	Email dated June 3, 2013 from Todd Jaksick to Brian McQuaid Re: Tahoe House	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
474	Wendy Jaksick	Email dated June 4, 2013 from Jessica Clayton to Brian McQuaid, Todd Jaksick and Kevin Riley Re: Incline TSS Ltd a Nevada Limited Liability Company	2/14/19	NO OBJECTION	2/19/19
475	Wendy Jaksick	Email dated June 4, 2013 from Brian McQuaid to Robert LeGoy re: Incline TSS LTD, A Nevada Limited Liability Company	2/14/19	NO OBJECTION	2/19/19
476	Wendy Jaksick	Email dated June 4, 2013 from Brian McQuaid to Todd Jaksick Re Draft Agreement re; Life Insurance	2/14/19	NO OBJECTION	2/19/19
477	Wendy Jaksick	Correspondence dated June 12, 2013 from Robert LeGoy and Brian McQuaid to Todd Jaksick, Stan Jaksick and Kevin Riley Re: Engagement Letter	2/14/19	---	---
478	Wendy Jaksick	Email dated June 15, 2013 from Robert LeGoy to Jessica Clayton Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19	---	---
479	Wendy Jaksick	Email dated June 15, 2013 from Robert LeGoy to Brian McQuaid and Doris Dotson Re: List of Creditors	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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

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Exhibit No.	Party	Description	Marked	Offered	Admitted
480	Wendy Jaksick	Email dated June 18, 2013 from Robert LeGoy to Jessica Clayton Re: Assignment of Gift Bank Account	2/14/19	---	---
481	Wendy Jaksick	Email dated June 19, 2013 from Robert LeGoy to Nik Palmer Re: Roger Morris	2/14/19	---	---
482	Wendy Jaksick	Email dated June 19, 2013 from Robert LeGoy to Brian McQuaid Re: Sam's Estate-NSB Update – Message Failure 2 nd attempt	2/14/19	---	---
483	Wendy Jaksick	Email dated June 20, 2013 from Kevin Riley to Robert LeGoy and Jessica Clayton Re: Sam's Estate – NSB Update – Message Failure 2 nd attempt	2/14/19	---	---
484	Wendy Jaksick	Email dated June 21, 2013 from Brian McQuaid to Matthew Gray Re: Jaksick Trust Documents	2/14/19	---	---
485	Wendy Jaksick	Email dated July 5, 2013 from Brian McQuaid to Jessica Clayton Re: Probate time frame for bank accounts	2/14/19	---	---
486	Wendy Jaksick	Email dated July 5, 2013 from Todd Jaksick to Brian McQuaid Re: Executors for Probate	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
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 trusts, the Estate of Samuel S. Jaksick, Jr., Todd Jaksick, Stanley S. Jaksick, and related Persons and Entities	2/14/19	---	---
490	Wendy Jaksick	Assignment of Note Payable dated June 4, 2014	2/14/19	---	---
491	Wendy Jaksick	Email dated June 6, 2014 from Jessica Clayton to Brian McQuaid and Robert LeGoy re: Sam's Family Trust	2/14/19	---	---
492	Wendy Jaksick	Email dated June 11, 2014 from Brian McQuaid to Robert LeGoy, Re: Jaksick – Consent	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
493	Wendy Jaksick	Correspondence dated June 11, 2014 from Shawn Pearson to Robert LeGoy Re: Sam Jaksick Jr.	2/14/19	---	---
494	Wendy Jaksick	Email dated August 11, 2014 from Jessica Clayton to Brian McQuaid and Doris Dotson Re: Monday conference call	2/14/19	---	---
495	Wendy Jaksick	Correspondence dated August 15, 2014 from Wendy Jaksick to Todd Jaksick, Sam Jaksick, and Kevin Riley Re: Wendy Jaksick 1995 Insurance Note	2/14/19	STIPULATED	2/22/19
496	Wendy Jaksick	Email dated August 18, 2014 from Jessica Clayton to Brian McQuaid Re: Options for Loan to Trust	2/14/19	---	---
497	Wendy Jaksick	Email dated August 19, 2014 from Brian McQuaid to Jessica Clayton Re: Options for Loan to Trust	2/14/19	---	---
498	Wendy Jaksick	Correspondence dated September 3, 2014 from Robert LeGoy to Wendy Jaksick Re: Your Letter dated August 16, 2014	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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499	Wendy Jaksick	Correspondence dated October 15, 2014 from Robert LeGoy to Brett Buckingham, Investigator, Re: Stanley S. Jaksick and Todd B Jaksick	2/14/19	---	---
500	Wendy Jaksick	Email dated October 27, 2014 from Robert LeGoy to Jessica Clayton, Stan Jaksick, and Kevin Riley, Re: Montreux Development Group LLC	2/14/19	---	---
501	Wendy Jaksick	Correspondence dated October 27, 2014 from Robert LeGoy to Stan S. Jaksick, Re: Divorce Payment to Wife	2/14/19	---	---
502	Wendy Jaksick	Email dated October 28, 2014 from Brian McQuaid to Stan Jaksick, and Todd Jaksick Re: Stan's Promissory Notes	2/14/19	---	---
503	Wendy Jaksick	Email dated November 18, 2014 from Jessica Clayton to Brian McQuaid Re: Draft Promissory Notes - Wendy	2/14/19	---	---
504	Wendy Jaksick	Email dated January 20, 2015 from Kevin Riley to Robert LeGoy and Brian McQuaid Re: Draft Financials	2/14/19	---	---

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
505	Wendy Jaksick	Email dated January 21, 2015 from Brian McQuaid to Kevin Riley Re: Revision to Sam's Family Trust Agreement to elect QSST status	2/14/19	STIPULATED	2/21/19
506	Wendy Jaksick	Email dated March 12, 2015 from Brian McQuaid to Jessica Clayton, Robert LeGoy, Kevin Riley, Todd Jaksick and Stan Jaksick Re: FIB LOC Renewal Docs	2/14/19	---	---
507	Wendy Jaksick	Email dated July 23, 2015 from Todd Jaksick to Brian McQuaid Re: Janene Agreement	2/14/19	---	---
508	Wendy Jaksick	Email dated November 3, 2015 from Kevin Riley to Robert LeGoy and Brian McQuaid Re: Jackrabbit properties transfer	2/14/19	---	---
509	Wendy Jaksick	Email dated November 6, 2015 from Jessica Clayton to Brian McQuaid, Re: Security for SSJ's Issue Trust Notes	2/14/19	---	---
510	Wendy Jaksick	Email dated November 12, 2015 from Brian McQuaid to Jessica Clayton Re: Jackrabbit properties transfer	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

TITLE: CONS: TRUST: SSJ'S ISSUE TRUST

PET: Wendy Jaksick ATTYs: Kevin Spencer, Esq. + Zachary Johnson, Esq. + Mark Connot, Esq.

RESP: Todd Jaksick ATTYs: Kent Robison, Esq. + Therese Shanks, Esq.

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

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

Case No: **PR17-00445**

Dept. No: **15**

Clerk: **A. Dick**

Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
511	Wendy Jaksick	Email dated November 12, 2015 from Brian McQuaid to Jessica Clayton Re: Security for SSJ's Issue Trust Notes	2/14/19	---	---
512	Wendy Jaksick	Email dated November 21, 2015 from Brian McQuaid to Jessica Clayton, Kevin Riley and Stan Jaksick Re: Security for SSJ's Issue Trust Notes	2/14/19	---	---
513	Wendy Jaksick	Memo to File dated November 25, 2015 Re: Conference call with Todd Jaksick and Kevin Riley re: Jackrabbit	2/14/19	NO OBJECTION	2/21/19
514	Wendy Jaksick	Email dated December 17, 2015 from Kevin Riley to Brian McQuaid Re: Jackrabbit Properties LLC	2/14/19	---	---
515	Wendy Jaksick	Email dated December 18, 2015 from Brian McQuaid to Kevin Riley, Todd Jaksick, Stan Jaksick, Jessica Clayton and Robert LeGoy Re: Jackrabbit Properties LLC	2/14/19	---	---
516	Wendy Jaksick	Assets of Trust Benefitting Benjamin and Amanda Jaksick dated December 23, 2013	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
517	Wendy Jaksick	Email dated January 13, 2016 from Brian McQuaid to Kevin Riley, Todd Jaksick, Stan Jaksick, and Robert LeGoy Re: White Pine Lumber	2/14/19	---	---
518	Wendy Jaksick	Email dated January 21, 2016 from Robert LeGoy to Todd Jaksick, Re: Land Owner	2/14/19	---	---
519	Wendy Jaksick	Email dated April 28, 2016 from Brian McQuaid to Jessica Clayton and Robert LeGoy Re: Pioneer Group – Sale Info – Docs – Timeline	2/14/19	---	---
520	Wendy Jaksick	Email dated May 23, 2016 from Kevin Riley to Brian McQuaid and Bob LeGoy Re: Debts	2/14/19	---	---
521	Wendy Jaksick	Robert LeGoy's Notes dated July 24, 2017 Re: Stan's issues with Todd's Indemnification Agreement	2/14/19	---	---
522	Wendy Jaksick	Email dated July 28, 2017 from Robert LeGoy to Pierre Hascheff Re: Indemnification Agreements the Great Sam Jaksick Gave Stan and Todd	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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

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

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
523	Wendy Jaksick	Correspondence dated August 3, 2018 from Robert LeGoy to Adam Hosmer-Henner, Phillip Kreitlein, Michael S. Kimmel and Kent Robison Re: Jaksick Litigations	2/14/19	NO OBJECTION	3/1/19
524	Wendy Jaksick	Email dated August 3, 2018 from Robert LeGoy to Mark Knobel Re: Informed Consents to Representations and Waivers of Conflicts in Jaksick Litigations	2/14/19	STIPULATED	3/1/19
525	Wendy Jaksick	Family Trust Obligations Ledger Re: LeGoy questioning Todd's IA Payment Claims	2/14/19	NO OBJECTION	2/27/19
526	Wendy Jaksick	Memo dated October 16, 2014 from Procter J. Hug IV to Brian McQuaid and Robert LeGoy Re: Samuel S. Jaksick, Jr. Trust and Estates Administration	2/14/19	---	---
527	Wendy Jaksick	NRS 165.141 – Demand for Accounting – Effective from October 1, 2015	2/14/19	---	---
528	Wendy Jaksick	NRS 165.141 – Demand for Accounting – Effective through September 31, 2015	2/14/19	---	---
529	Wendy Jaksick	NRS 165.1214 – Timing of Accounting	2/14/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
530	Wendy Jaksick	Sam Jaksick Entities Chart	2/14/19	---	---
531	Wendy Jaksick	Sam Jaksick List of Entities, Valuations and Notes, dated July 8, 2013	2/14/19	---	---
532	Wendy Jaksick	Objection to Approval of Accountings and Other Trust Administration Matter dated October 10, 2017- Family Trust Accounting	2/14/19	---	---
533	Wendy Jaksick	Objection to Approval of Accountings and Other Trust Administration Matters, dated October 10, 2017 – Issue Trust Accounting	2/14/19	---	---
534	Wendy Jaksick	Amended Objection and Counter-Petition Re: Family Trust dated March 23, 2018	2/14/19	---	---
535	Wendy Jaksick	Amended Objection and Counter-Petition Re: Issue Trust dated March 23, 2018	2/14/19	---	---
536		INTENTIONALLY BLANK		---	---
537	Wendy Jaksick	The TBJ's Issue Trust Agreement	2/14/19	NO OBJECTION	2/9/19
538	Wendy Jaksick	Unsecured Promissory Note	2/19/19	---	---
539	Wendy Jaksick	Amendment Unsecured Promissory Note	2/19/19	---	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
540	Wendy Jaksick	Wendy Jaksick Trust Under the Samuel S. Jaksick Jr Family Trust Agreement	2/19/19	STIPULATED	2/21/19
541	Wendy Jaksick	Declaration of the Samuel S. Jaksick Jr., Wendy A. Jaksick 2012 BHC Family Trust	2/19/19	STIPULATED	2/21/19
542	Wendy Jaksick	Real Estate Option Agreement	2/19/19	NO OBJECTION	2/19/19
542A	Wendy Jaksick	Original Signature	2/25/19	STIPULATED	2/25/19
543	Wendy Jaksick	Uniform Residential Loan Applications	2/19/19	STIPULATED	2/19/19
544	Wendy Jaksick	12/27/19 Email	2/19/19	NO OBJECTION	2/19/19
545	Wendy Jaksick	Kimmel Appraisal	2/20/19	STIPULATED	2/20/19
546	Wendy Jaksick	1011 Lakeshore Blvd Zillow3	2/20/19	OBJECTION SUSTAINED	---
547	Wendy Jaksick	Amendment to Secured Promissory Note	2/20/19	STIPULATED	2/20/19
548	Wendy Jaksick	Original Indemnification Agreement	2/21/19	NO OBJECTION	2/21/19
549	Wendy Jaksick	Original Signature	2/21/19	NO OBJECTION	2/21/19
550	Todd Jaksick	Consent and Release	2/17/19	OBJECTION OVERRULED	2/27/19

JURY + NON-JURY Trial Exhibits

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Case No: **PR17-00445**

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Date: May 13, 2019

Exhibit No.	Party	Description	Marked	Offered	Admitted
551	Trustees	Second Amendment to the Operating Agreement	2/28/19	NO OBJECTION	2/28/19
552	Wendy Jaksick	Photos	2/28/19	---	---
553	Wendy Jaksick	Original of Exhibit 13	2/25/19	---	---
554	Wendy Jaksick	Form of Notice to Holder of Crummey Withdrawal Power	3/1/19	NO OBJECTION	3/1/19
555	Court	Proposed Jury Instructions + Matrix [imaged to case docket]	3/4/19	---	---
556-559		INTENTIONALLY BLANK	---	---	---
560	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
561	Todd Jaksick	Demo Exhibit	3/4/19 + 5/13/19	DEMO PURPOSES ONLY; STIPULATED	5/13/19
562	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
563	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
564	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
565	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
566	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
567	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
568	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
569	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
570	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
571	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
572	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
573	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
574	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
575 and 576		INTENTIONALLY BLANK		---	---
577	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
580	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
581	Todd Jaksick	Demo Exhibit	3/4/19	DEMO PURPOSES ONLY	---
582	Todd Jaksick	Original, unredacted Exhibit 23.41	3/4/19	---	---
583	Wendy Jaksick	Verdict, dated March 4, 2019	5/13/19	---	WITHDRAWN
584	Wendy Jaksick	Settlement Agreement Between Todd Jaksick and Stan Jaksick – Exhibit 457 from Jury Trial	5/13/19	OBJECTION OVERRULED	5/20/19
585	Wendy Jaksick	SSJ's Issue Trust Financial Statement 1/01/18-12/31/18	5/13/19	OBJECTION OVERRULED	5/20/19

JURY + NON-JURY Trial Exhibits

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Exhibit No.	Party	Description	Marked	Offered	Admitted
586	Wendy Jaksick	10/25/2018 Correspondence from Wendy's Counsel to Trustees' Counsel re: accountings	5/13/19	OBJECTION SUSTAINED	---
587	Wendy Jaksick	Emergency Motion to Compel Production of Subtrust Accountings, dated 01/18/2019	5/13/19	OBJECTION SUSTAINED	---
588	Wendy Jaksick	Stanley Jaksick's Opposition to Emergency Motion to Compel Production of Subtrust Accountings, dated 02/01/2019	5/13/19	OBJECTION SUSTAINED	---
589	Wendy Jaksick	Joinder to Stanley Jaksick's Opposition to Emergency Motion to Compel Production of Subtrust Accountings, dated 02/01/2019	5/13/19	OBJECTION SUSTAINED	---
590	Wendy Jaksick	Order Granting and Part and Denying in Part Motion to Compel Production of Subtrust Accountings, dated 02/07/2019	5/13/19	OBJECTION SUSTAINED	---
591	Wendy Jaksick	03/15/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: accountings	5/13/19	OBJECTION SUSTAINED	---
592	Wendy Jaksick	01/14/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: tax returns	5/13/19	OBJECTION SUSTAINED	---

JURY + NON-JURY Trial Exhibits

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Dept. No: **15**

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Exhibit No.	Party	Description	Marked	Offered	Admitted
593	Wendy Jaksick	03/15/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: resignation	5/13/19	OBJECTION SUSTAINED	---
594	Wendy Jaksick	03/15/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: removal	5/13/19	OBJECTION SUSTAINED	---
595	Wendy Jaksick	03/20/2019 Correspondence from Wendy's Counsel to Trustees' Counsel re: Disclosure Concerning \$4 Million for Wendy	5/13/19	OBJECTION SUSTAINED	---
596	Wendy Jaksick	03/20/2019 Correspondence from Trustees' Counsel to Wendy's Counsel re: resignation	5/13/19	OBJECTION SUSTAINED	---
597	Wendy Jaksick	03/21/2019 Correspondence from Todd's Counsel to Wendy's Counsel re: resignation	5/13/19	OBJECTION SUSTAINED	---

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

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

Case No. PR17-00445

Dept. No. 15

CONSOLIDATED
Case No. PR17-00446

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

Dept. No. 15

ORDER DENYING WENDY JAKSICK'S COSTS

Trustees Todd Jaksick, Michael Kimmel, and former trustee Kevin Riley move to strike Wendy Jaksick's verified memorandum of costs. This Court has read all arguments and authorities. This Court adopts the trustees' recitation of claims and parties. See Motion to Strike, pages 4-5.

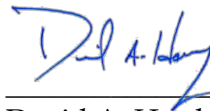
This Court agrees there is little decisional guidance regarding what a "significant issue" is or how to quantify the benefit Wendy achieved through litigation. Wendy did achieve some litigation success, but a qualitative and quantitative analysis weighs against awarding costs to Wendy as the prevailing party. This Court is also concerned that Wendy does not (and presumably cannot) segregate costs connected to her successful claim against Todd as trustee from the costs she incurred in her unsuccessful claims against Todd as individual and all other parties. This Court agrees that Wendy's requested costs are not proven as actual and reasonable. See Cadle Co. v. Woods &

1 Erickson, LLP, 131 Nev. 114, 345 P.3d 1049 (2015). This Court anticipated costs litigation
2 when it awarded fees to Wendy's counsel. Like all other issues, the issue of awardable
3 costs cannot be viewed in isolation; instead, it must be viewed as a small part of a larger
4 whole. This Court's cost analysis is embedded in the fee award.

5 Here, several competing parties could argue for prevailing party status. Trustees
6 Michael Kimmel and former trustee Kevin Riley are prevailing parties. Given the entirety
7 of this case proceeding, this Court intends to conclude that neither Wendy Jaksick nor
8 Todd Jaksick is the prevailing party. See New Shy Clown Casino, Inc. v. Baldwin, 103
9 Nev. 269, 271, 737 P.2d 524 (1987). The problem this Court anticipates is that Messrs.
10 Kimmel and Riley will be unable to clearly distinguish and articulate costs associated with
11 their defense that do not overlap into the costs associated with Todd's defense. Thus, it is
12 unlikely this Court will order Wendy to pay their costs. However, the only submitted
13 matter before this Court is Wendy's memorandum of costs, which is denied.

14 **IT IS SO ORDERED.**

15 Dated: April _____, 2020.



17 David A. Hardy
18 District Court Judge
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CODE: 2475

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

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * * * *

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

CASE NO.: PR17-00445

DEPT. NO.: 15

CASE NO.: PR17-00446

DEPT. NO.: 15

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

MOTION TO PARTIALLY ENFORCE SETTLEMENT AGREEMENT

Stanley Jaksick ("Stan" or "Stanley Jaksick") as co-Trustee of the Samuel S. Jaksick, Jr. Family Trust ("Family Trust"), by and through undersigned counsel, hereby moves for an order for the partial enforcement of the Settlement Agreement between Stanley Jaksick and Todd Jaksick. Exhibit 1, Trial Ex. 457. This Motion is based upon the following Memorandum of Points and Authorities and supporting exhibits attached thereto, the pleadings and papers on file in this action, the Declaration of Adam Hosmer-Henner, Exhibit 2, and any argument of counsel at a hearing on these matters.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

After receiving the benefit of settling with Stan during the jury trial and the equitable trial, Todd Jaksick ("Todd") is now attempting to renege on the Settlement Agreement and release he signed on January 31, 2019 ("Settlement Agreement") with Stan. There is no legal basis to do so and there is no practical reason for Todd to try to shirk his contractual obligations

1 rather than adhere to a mutually beneficial settlement. Stan devoted multiple days to in-person
2 settlement conferences with Todd and Wendy Jaksick (“Wendy”) as well as a tremendous
3 amount of effort prior to and after these conferences and, only after pursuing a global settlement
4 proved futile, did he reach a settlement with Todd prior to trial. *See, e.g.*, Order After Equitable
5 Trial, Mar. 12, 2020, 5-6 (“Todd and Stan contend they made every effort to avoid litigation but
6 could not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly
7 accurate, as Wendy’s litigation position and trial demand were influenced more by animus and
8 avarice than by a desire for balanced justice.”). This settlement was described by the Court as
9 reflecting “Todd and Stan’s *strategic and well-advised decision* to compromise their claims
10 before trial.” *Id.* (emphasis added). Without being able to pursue the preferred choice of settling
11 with Wendy, whose trial demands vastly exceeded the amounts in the Family Trust and SSJ
12 Issue Trust, Stan’s settlement with Todd still provided significant benefits to Wendy, to the
13 trusts, and to all parties by narrowing the litigation and reducing the concomitant expenses. Todd
14 has now placed these benefits in jeopardy and moved closer to, rather than away from, additional
15 litigation.

16 The Court stated that the “recent moving papers reveal the combined attorney’s fees now
17 exceed \$3 million and may be approaching \$4 million. The parties are strongly encouraged to
18 bring this dispute to an end or commence their appellate litigation.” *See* Order Resolving
19 Submitted Matters, June 10, 2020, 8. Once again, and outside of the control of Stan, the other
20 parties opted to continue litigation at the appeals court rather than resolving their differences. *See*
21 Notice of Appeal by Todd Jaksick, July 10, 2020; Notice of Appeal by Todd Jaksick, Michael,
22 Kimmel, and Kevin Riley, July 10, 2020; Notice of Appeal by Wendy Jaksick, July 13, 2020.
23 Going into the Supreme Court Settlement Program though, Stan is left without clarity as to even
24 whether Todd believes that there is a partial settlement. Consequently, even though this case
25 is on appeal, this Court retains jurisdiction to decide the limited question about the validity of the
26 Settlement Agreement, which is not an issue that is currently on appeal as the contingencies were
27 not extinguished and Todd did not change his position until after the decisions by this Court.

1 This Motion is one of several recently that should not have needed to be filed, yet a
2 decision from the Court is now necessary as the fact of the Settlement Agreement, which was
3 presented to the jury and to the Court, is now being retroactively affected by Todd. *See* Todd
4 Jaksick’s Closing Brief, July 31, 2019, 27 (“[T]he settlement between Todd and Stan only
5 occurred because this Court ordered all parties to participate in a settlement conference prior to
6 trial. Wendy could have resolved her claims at that point as well. She chose not to do so. Stan
7 and Todd should not be punished for following this Court’s order.”). For clarification, and
8 hopefully to avoid further motion practice by Wendy, this Motion *is not* being filed to enforce
9 the terms of the Settlement Agreement upon the Trusts or to preclude or affect any of Wendy’s
10 claims against the co-Trustees of the Family Trust stemming from the Settlement Agreement.
11 These claims of Wendy’s are currently on appeal and so this Motion is being filed just to
12 determine the validity of the Settlement Agreement as between Todd and Stan, which if not
13 upheld would actually disturb the issues on appeal, effectively mooted Wendy’s claims, but also
14 altering the factual landscape that was considered by the jury and the Court.

15 Since March 2020, Stan has attempted to resolve the current dispute with Todd over
16 whether the Settlement Agreement is valid, but his efforts have been met with silence, delay, and
17 frivolous argumentation. Exhibit 2, Declaration of Adam Hosmer-Henner. The Settlement
18 Agreement became final after the legal and equitable claims were resolved at trial, and it
19 specifically excluded any appeals from delaying the finality of the Settlement Agreement. Rather
20 than an issue that can be resolved on appeal or after appeal, this dispute over the Settlement
21 Agreement’s validity is a condition precedent that needs to be resolved now.

22 **II. LEGAL STANDARD**

23 “An agreement to settle pending litigation can be enforced by motion in the case being
24 settled.” *Massi v. Nobis*, 132 Nev. 1004 (2016) (citing *Grisham v. Grisham*, 128 Nev., Adv. Op.
25 60, 289 P.3d 230, 233 (2012)).

26 //

27 //

28 //

1 **III. ARGUMENT**

2 **A. This Court Has Jurisdiction to Resolve This Collateral Dispute.**

3 Although a “a timely notice of appeal divests the district court of jurisdiction to act and
4 vests jurisdiction in this court,” it is well established that “the district court retains jurisdiction to
5 enter orders on matters that are collateral to and independent from the appealed
6 order, *i.e.*, matters that in no way affect the appeal’s merits.” *Crystal Bay Lending Partners, LLC*
7 *v. JMA Boulder Bay Holdings, LLC*, 403 P.3d 684 (Nev. 2017) (quoting *Mack–Manley v.*
8 *Manley*, 122 Nev. 849, 855, 138 P.3d 525, 529–30 (2006) (internal quotation marks omitted).
9 This Motion does not present a matter that was adjudicated at trial. Instead, the Settlement
10 Agreement was described as a final and binding document by both Todd and Wendy. *See* Todd
11 Jaksick’s Closing Brief, July 31, 2019, 27; Wendy Jaksick’s Closing Brief, 87-88 (“It would
12 have clearly been a different trial” if Stan and Todd had not settled and “[t]he Jury perception of
13 the Parties was set, and was completely changed, by the settlement of Stan and the Co-
14 Trustees.”) If the Settlement Agreement is not valid despite the absence of contingencies, then
15 Todd is effectively changing the facts that were presented to the jury and to the Court. Rather
16 than declining to resolve this issue due to the appeal, this Court should affirmatively resolve it
17 now so that the appeal can proceed on the facts that were presented to the jury and to the Court.
18 While Stan fully recognizes that the Settlement Agreement had a contingency, the jury and the
19 Court understood that the Settlement Agreement would have become final if their decisions did
20 not affect the Settlement Agreement. In any event, the issue of whether the Settlement
21 Agreement between Todd and Stan can be construed as final between them is collateral to the
22 issues raised on appeal as Todd did not shift his position until well-after the conclusion of the
23 trial. This Motion seeks a determination that the Jury Verdict and the Order After Equitable Trial
24 did not materially affect the Settlement Agreement. That determination could obviously not have
25 been raised prior to trial, thus the Court has jurisdiction to resolve this Motion.

26 **B. The Settlement Agreement is Effective Between Todd and Stan.**

27 While Todd’s precise position has been both vague and shifting, Stan does not believe
28 that Todd disputes the Settlement Agreement’s general enforceability as a valid contract.

1 Therefore, the generic contract principles will not be discussed here for the moment. Instead,
2 Todd seems to only dispute that the conditions and contingencies of Paragraph III of the
3 Settlement Agreement were not satisfied:

4
5 “This Agreement is effective upon execution, but contingent and
6 conditioned upon resolution of Case Nos. PR17-00445 and PR17-00446
7 through a settlement with Wendy Jaksick that does not materially alter the
8 terms of this Agreement, which settlement is not to be separately made
9 with Wendy Jaksick by either Todd or Stan, or a litigated resolution at trial
10 in the Lawsuit, not including appeals, that does not alter the material terms
11 of this Agreement. The Parties agree not to take any action to thwart the
12 terms of this Agreement during the contingency period. To the extent
13 necessary, the Parties will seek and mutually cooperate to obtain court
14 approval of this Agreement. The Parties specifically agree that the
15 attorney’s fees provision of this Agreement, Section II(G) is not a material
16 term of this Agreement and variance in those attorney’s fees will not affect
17 the validity of this Agreement”

18 Exhibit 1, Para. III, 4.

19 As a global settlement was not reached with Wendy, the contingencies and conditions in
20 Paragraph III were removed by the Court’s Order After Equitable Trial on March 12, 2020, or, at
21 the latest, by the Court’s Order Resolving Submitted Matters on June 10, 2020. Paragraph III
22 specifically excludes “appeals” from the contingency period and so the decision of any party to
23 file an appeal does not affect the finality of the Settlement Agreement. Importantly, the Court
24 had full access to the Settlement Agreement, which was admitted as Trial Exhibit 457, when
25 resolving the equitable claims. To the extent that the Court determined that the Settlement
26 Agreement was invalidated or materially altered, it certainly could have said so in its Order After
27 Equitable Trial. Rather, the Court affirmed the decision of Stan and Todd to settle. Order After
28 Equitable Trial, Mar. 12, 2020, 5-6 (referencing “Todd and Stan’s *strategic and well-advised*
decision to compromise their claims before trial.”). Even if the Court’s Order After Equitable
Trial and Order Resolving Submitted Matters did not directly determine the validity of the
Settlement Agreement as between Todd and Stan, the litigated resolution of these cases did not
materially alter the Settlement Agreement.

Paragraph III of the Settlement Agreement was important to protect both Todd’s and
Stan’s interests as the settlement was reached at a time when Wendy was contesting ownership

1 of everything from the Lake Tahoe House to any number of privately-held entities. For example,
2 Paragraph II(D) of the Settlement Agreement provides that Stan will make a capital contribution
3 to Incline TSS and will receive a membership interest in Incline TSS as well as become a co-
4 manager of the entity with authority over the Lake Tahoe House. Wendy argued that the Court
5 should “restore the [Lake Tahoe House] to the Family Trust where it should have stayed and
6 never been transferred in the first place.” Wendy Jaksick’s Brief of Closing Arguments in the
7 Equitable Claims Trial, July 31, 2019, 91. Obviously if the Court had rescinded the transfers of
8 the Lake Tahoe House, the Settlement Agreement could not have been effectuated as the
9 ownership of the underlying assets and entities would have changed. But this did not occur, thus
10 the Settlement Agreement’s contingencies and conditions have been removed.

11 The Settlement Agreement has ten substantive terms, none of which were affected by the
12 litigated resolution of Case Nos. PR17-00445 and PR17-00446, let alone materially affected.
13 These terms and briefly summarized below.

14 1. *Para. II(A) – Withdrawal of Counterpetitions*

15 Stan and Todd both withdrew their counterpetitions.

16 2. *Para. II(B) – BHC / Jaksick Family, LLC*

17 The litigated resolution did not affect ownership of Bright-Holland Corporation or
18 Jaksick Family, LLC, the transferred interests of which were already outside of the trusts in any
19 event.

20 3. *Para. II(C) – Trust Administration*

21 The litigated resolution did not affect Todd and Stan’s ability to administer the Family
22 Trust unanimously or to require unanimity for payments or distributions.

23 4. *Para. II(D) – Incline TSS*

24 The litigated resolution did not affect the ownership of Incline TSS, LLC or the Lake
25 Tahoe House. The Parties can still fulfill all provisions to allow for Stan’s buy-in to Incline TSS,
26 LLC.

27 5. *Para. II(E) – Buckhorn*

1 The litigated resolution did not affect the ownership of Buckhorn, such that the Parties
2 can still fulfill all provisions to allow for Todd to obtain an option to purchase Stan's 20%
3 interest. This interest was held outside the trusts in any event.

4 6. *Para. II(F) – Indemnification*

5 The Court specifically concluded that it “will neither affirm nor reject the ACPAs and
6 indemnification agreements.” Order After Equitable Trial, March 12, 2020, 14-15. Accordingly,
7 Todd and Stan are able to fulfill the terms of this provision, which limits the scope of the
8 indemnification agreements and reduces the liability of the Family Trust.

9 7. *Para. II(G) – Attorney's Fees*

10 Paragraph III of the Settlement Agreement specifically provides that “the attorney's fees
11 provision of this Agreement, Section II(G) is not a material term of this Agreement and variance
12 in those attorney's fees will not affect the validity of this Agreement.”

13 8. *Para. II(H) – Subtrust*

14 Stan has already transferred the funds from the Stanley Jaksick Subtrust to the Family
15 Trust, thus this provision was clearly not affected by the litigated resolution.

16 9. *Para. II(I) – Distribution*

17 This provision states that the “Parties will work in good faith to distribute the Family
18 Trust as soon as practicable and by December 31, 2019 if reasonably possible. While December
19 31, 2019 has come and gone, it was not a deadline but only an aspirational goal given the caveat
20 of “if reasonably possible.” Todd and Stan can, and should, continue to work to distribute the
21 Family Trust rather than drag on litigation interminably.

22 10. *Para. II(J) – Distribution for Luke Jaksick*

23 The litigated resolution did not affect Todd and Stan's ability to “provide for a
24 distribution from the Family Trust to Luke Jaksick in an amount that is no less than the amounts
25 distributed to a child of Todd or Stan under the Grandchildrens' Trust.”

26 **C. Stan Fulfilled His Obligations Under the Mediation Provision.**

27 The Settlement Agreement provides that “[p]rior to initiating any lawsuit, the Parties
28 agree to submit their dispute to nonbinding mediation in Washoe County, State of Nevada for a

1 period of at least sixty (60) days.” Ex. 1, Para. XII. Stan has gone above and beyond in
2 attempting to mediate this dispute rather than burden the Court with it. The Order After
3 Equitable Trial was issued on March 12, 2020 and, after motion practice seeking to amend or
4 alter the decision, an Amended Judgment was entered on July 6, 2020.

5 On March, 24, 2020, Adam Hosmer-Henner wrote to Don Lattin, stating: “as a result of
6 Judge Hardy’s Order, all contingencies have been removed from the Settlement Agreement and
7 Release between Stan and Todd.” Ex. 2, Hosmer-Henner Decl. ¶ 3. Furthermore, counsel asked
8 for a response by March 27, 2020 as Stan would begin working on the separate documents
9 effectuating portions of the Settlement Agreement. *Counsel for Todd failed to even respond to*
10 *this email.*

11 On April 14, 2020, Don Lattin wrote to Adam Hosmer-Henner that Todd was “agreeable
12 to a phone conversation regarding the Settlement Agreement and how to wrap it up.” *Id.* ¶ 5. On
13 April 16, 2020, Adam Hosmer-Henner responded and asked again that Todd confirm by April
14 17, 2020 that “the litigation contingencies and conditions” in the Settlement Agreement had been
15 removed. *Id.* ¶ 6. Don Lattin responded on April 22, 2020 that Todd “cannot meet your
16 unreasonable request to indicate that all litigation contingencies have been met.” *Id.*

17 On April 28, Don Lattin wrote to Adam Hosmer-Henner “are exercising the right to go to
18 mediation as set forth in Paragraph XII of the Settlement and Release Agreement to submit the
19 dispute to nonbinding mediation.” *Id.* ¶ 7. Despite deferring the dispute to mediation, Todd failed
20 to advance the matter unless repeatedly prodded by Stan’s counsel. On April 30, 2020, Adam
21 Hosmer-Henner asked Don Lattin to confirm potential dates for mediation and wrote “I look
22 forward to hearing from you as soon as possible concerning the mediation.” *Id.* ¶ 8. No response
23 was provided to this email. Instead, Adam Hosmer-Henner had to write again on May 27, 2020
24 seeking “an update on dates for the mediation.” *Id.* ¶ 8. On that day, Todd and Stan confirmed a
25 mediation before Mr. Enzenberger on June 29, 2020. *Id.* ¶ 8.

26 On June 23, 2020, Adam Hosmer-Henner wrote again to Don Lattin seeking definitive
27 confirmation that the mediation on June 29, 2020 would proceed. *Id.* ¶ 9. The next day, on June
28

1 24, 2020, Don Lattin responded that he had failed to “confirm with [Mr. Enzenberger]” but could
2 provide dates at the end of July in August. *Id.* ¶ 9.

3 At this point, the 60-day waiting period of Para. XI of the Settlement Agreement had long
4 since expired. Although he could have filed this Motion or separate litigation at any point after
5 June 2020, he attempted once again to resolve his dispute with Todd via mediation. *Id.* ¶ 10.
6 Todd and Stan did attend mediation on August 3, 2020 but it was unsuccessful at resolving this
7 dispute. *Id.* ¶ 10. Even after the mediation, Stan attempted again to achieve the barest minimum
8 and have Todd agree that the Settlement Agreement was at least final due to the expiration of the
9 contingencies. *Id.* ¶ 10. Todd failed to reply once again.

10 **D. Stan Has Relied Upon the Settlement Agreement.**

11 Due to the repeated delays in responding by Todd and his counsel and based on
12 reasonable reliance as to the validity of the Settlement Agreement, Stan has acted in accordance
13 with the terms of that Settlement Agreement and Todd should be estopped from now denying the
14 same.

15 First, Para. II(A) was complied with already as Stan withdrew his counterpetition against
16 Todd prior to the jury trial. Ex. 1. Para. II(H) was also satisfied as Stan transferred the specified
17 funds from his Subtrust to the Family Trust. Ex. 1.

18 Second, Stan has made multiple litigation decisions in reliance on the Settlement
19 Agreement, including but not limited to whether and how to seek post-trial relief and appellate
20 relief. Third, Stan incurred legal expenses working on the ancillary corporate documents after
21 failing to receive a response to the March 24, 2020 email. Ex. 2, ¶ 4.

22 Todd has benefitted greatly from Stan’s adherence to the Settlement Agreement, and
23 there is no reason to permit him to now renege on that Settlement Agreement as it suits him.

24 //

25 //

26 //

27 //

28 //

1 **IV. CONCLUSION**

2 For all of the above reasons, this Court should issue an Order enforcing the validity of the
3 Settlement Agreement as between Stan and Todd.

4 **Affirmation**

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

7 DATED: August 13, 2020

8 McDONALD CARANO

9
10 By /s/ Adam Hosmer-Henner
11 Adam Hosmer-Henner, Esq. (NSBN 12779)
12 100 West. Liberty Street, 10th Floor
13 Reno, Nevada 89501
14 Attorneys for Stanley Jaksick,
15 Co-Trustee of the Family Trust
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD
3 CARANO and that on August 13, 2020, I served the foregoing on the parties in said case by
4 electronically filing via the Court's e-filing system. The participants in this case are registered e-
5 filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF
6 system, and parties may access this filing through the Court's CM/ECF system.

7 Donald Lattin, Esq.
8 Carolyn Renner, Esq.
9 Kristen D. Matteoni, Esq.
10 Maupin Cox & LeGoy
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12 Reno, NV 89519

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17 R. Kevin Spencer, Esq.
18 Zachary E. Johnson, Esq.
19 Brendan P. Harvell, Esq.
20 Spencer Law, P.C.
21 500 N. Akard St., Suite 2150
22 Dallas, TX 75201

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

24 DATED: August 13, 2020.

25 By /s/ Jill Nelson
26 An Employee of McDonald Carano
27
28

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INDEX OF EXHIBITS

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2	Declaration of Adam Hosmer-Henner	3

FILED
Electronically
PR17-00445
2020-08-13 12:59:21 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8017871 : bblough

Exhibit 1

CONFIDENTIAL EXHIBIT

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into as of the 31st day of January 2019 ("Effective Date"), by and between STANLEY JAKSICK ("Stan"), individually, as beneficiary and Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, and as Trustee of the 2013 Stanley Jaksick Revocable Family Trust ("Stan's Trusts") on the one hand; and TODD JAKSICK ("Todd"), individually, as beneficiary and Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, as beneficiary and Trustee of the SSJ's Issue Trust, manager of Incline TSS, LLC, and Trustee of the Todd B. Jaksick Family Trust, TBJ Issue Trust, TBJ SC Trust, and TBJ Investment Trust ("Todd's Trusts") on the other. Stan and Todd are collectively referred to herein as the "Parties."

Recitals

- A. On August 2, 2017, Todd, in his capacity as Trustee of the SSJ's Issue Trust (the "Issue Trust"), filed a Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters (Case No. PR17-00445), referred to hereafter as the "Issue Trust Litigation";
- B. Also on August 2, 2017, Todd, in his capacity as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust (the "Family Trust"), and Michael Kimmel as Co-Trustee of the Family Trust, filed a Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust administration Matters (Case No. PR17-00446), referred to hereafter as the "Family Trust Litigation";
- C. On March 23, 2018, Stan filed separate Amended Objections and Counterpetitions against Todd in both the Issue Trust Litigation and the Family Trust Litigation ("Counterpetitions");
- D. On September 20, 2018, Todd filed a Supplement to Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters in relation to the Issue Trust and on September 24, 2018, Todd filed a Supplement to Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters in relation to the Family Trust;
- E. On October 12, 2018, Todd filed a Petition for Reconveyance of Trust Assets; and
- F. The Parties' respective claims and counterclaims against each other in the Issue Trust Litigation (Case No. PR17-00445) and the Family Trust Litigation (PR17-00446) pending in the Second Judicial District Court of the State of Nevada in and for Washoe County are collectively referred to herein as the "Lawsuit."

Now therefore, in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

- I. The foregoing recitals are true and correct and are incorporated herein by reference.
- II. The Parties agree on the following terms as a full and final settlement of all claims between the Parties:
 - A. The Parties agree to withdraw the Counterpetitions by Stanley and the Petition for Reconveyance of Trust Assets by Todd within two (2) calendar days of the Effective Date. The law firm of Maupin Cox & LeGoy and the law firm of McDonald Carano will substitute in as co-counsel for Stan in his capacity as co-Trustee of the Family Trust, with Philip Kreitlein remaining as co-counsel for Stan in his capacity as co-Trustee of the Family Trust. The Parties will provide their written informed consent and conflict waiver to this representation with the Family Trust to cover the legal fees incurred.
 - B. Stan will exchange and transfer his entire ownership and/or interest in Bright-Holland Corporation and simultaneously Todd will exchange and transfer his entire ownership and/or interest in Jaksick Family, LLC. Stan and Todd represent that these interests are being transferred free and clear of any liens and encumbrances.
 - C. Todd and Stan agree that all decisions in the Family Trust will be unanimous among all of the co-Trustees and that Todd and Stan will not take any action on the Family Trust without mutual approval. Any and all payments or distributions from the Family Trust will require two signatures from Todd and Stan.
 - D. In exchange for a capital contribution to Incline TSS, LLC of \$1,630,000 by Stan, of which \$235,000 has already been paid leaving a balance of \$1,395,000, Stan will be issued 27.595% membership interest in Incline TSS, LLC such that after issuance to Stan of 27.595% membership interest, Incline TSS, LLC will be owned as followed: Issue Trust (44.81%), Stan or Stan's Trusts (27.595%), and Todd or Todd's Trusts (27.595%). Stan and Stan's Trusts and Todd and Todd's Trusts shall have the right to designate their successors for Incline TSS, LLC. The capital contribution by Stan shall be made via a long-term note at 3% interest, with no prepayment penalties, with interest-only payments and a maturity date of 1/1/2026.
 - i. Stan's interest in Incline TSS shall immediately vest but may be proportionally reduced if the capital contribution is not made in full according to the terms of the note based on the then-fair market value of 1011 Lakeshore Boulevard ("Lake Tahoe House"). Upon the sale of the Lake Tahoe House owned by Incline TSS, LLC the sale proceeds

attributable to Stan's membership interest in Incline TSS, LLC shall be used to pay off the remaining balance of the note in full and treated as if Stan had fully satisfied his capital contribution. Upon sale, the proceeds of the Lake Tahoe House will be immediately distributed to the members based upon their membership interest.

- ii. A new operating agreement of Incline TSS and other documents will be drafted and amended so that Todd and Stan (or their respective trusts) each have a voting interest of 27.6% and the Issue Trust has a voting interest of 44.8%, but that Todd and Stan are co-managers, with co-equal authority over Incline TSS, LLC and the Lake Tahoe House, such that any decision relating to Incline TSS and the Lake Tahoe House shall only be made with the unanimous approval of Todd and Stan (or their respective trusts or designees). In the event of a disagreement between Stan and Todd, an unrelated third party will be mutually selected by Stan and Todd and if they cannot agree on a third party, then Alliance Trust Company, or a similar corporate trustee, will be appointed. Notwithstanding the foregoing, the voting shares of the Issue Trust (44.81%) shall have the right to sell the Lake Tahoe House without approval by the other members of Incline TSS, LLC.
 - iii. Stan will personally guarantee the Bank of America mortgage on the Lake Tahoe House on similar terms to Todd's personal guarantee.
- E. In exchange for annual option payments of \$5,000 during the Option Period, Stan will provide Todd with an option to purchase Stan's 20% interest in Buckhorn for a purchase price of \$1,050,000. The option will be provided as of the Effective Date will expire on December 1, 2025 ("Option Period"). If the option is exercised, Todd may satisfy the purchase price through a promissory note for \$1,050,000 at a 3% interest rate, secured through a pledge of the 20% interest, with no prepayment penalties, with interest-only payments and a maturity date of December 1, 2025.
- i. During the Option Period, Todd and Stan agree their mutual agreement will be required for any capital calls for Buckhorn without unanimous agreement.
- F. The indemnification agreement benefitting Todd will not be terminated but will be limited to the Ag Credit loan # 101, including all reimbursements, all note-forgiveness, and all loan payments until paid in full.
- i. The IRS refund, of approximately \$396,000, to the Family Trust was related to the indemnification agreement and will be used to pay down the Ag Credit loan # 101 to the maximum extent permitted by law and the Family Trust.
 - ii. Todd will take the Rouge Drive home off of Exhibit A to his Indemnification agreement and not make any past, present, or future

claims against the Family Trust pursuant to or arising from the Rouge Drive home.

- iii. The Family Trust will pay or reimburse Todd, Stan, and Wendy Jaksick from the Family Trust for prior and future capital calls for Jackrabbit Properties, LLC through the 1/1/2021 RaboBank payment. After 1/1/2021, the Family Trust will not be responsible for any obligations related Jackrabbit Properties, LLC.
 - iv. The Ag Credit and RaboBank obligations will not delay distribution of the Family Trust, but the Family Trust shall distribute or set aside sufficient funds to satisfy the agreed upon amounts as discussed herein.
- G. With respect to attorney's fees paid or incurred by Todd or Stan in their individual or beneficiary capacities in Cases Nos. PR17-00445 and PR17-00446 or with respect to any attorney's fees associated with their indemnification agreements, Todd and Stan agree as follows:
- i. Todd and Stan agree that the Family Trust shall reimburse Todd in the amount of \$400,000 and Stan in the amount of \$250,000 for attorney's fees. Should there be an appeal of any action by Wendy Jaksick, then Todd can secure additional attorney's fees not to exceed \$150,000.
- H. Stan will transfer \$325,000 from the Stanley Jaksick Subtrust under the Family Trust to the Family Trust. The \$325,000 will be immediately used to fund the Grandchildrens' Trusts, the balance to remain in the Family Trust. \$75,000 from the Stanley Jaksick Subtrust has been distributed to Wendy Jaksick. Should Wendy Jaksick be adjudicated by a court of competent jurisdiction to have the \$75,000 already distributed to Wendy Jaksick not treated as a distribution or advance to Wendy Jaksick such that Wendy Jaksick is entitled to receive an additional \$75,000 from the Family Trust, then Stan agrees to reimburse the Family Trust for \$75,000.
- I. The Parties will work in good faith to distribute the Family Trust as soon as practicable and by December 31, 2019 if reasonably possible.
- J. Upon distribution of the Family Trust, Todd and Stan agree to provide for a distribution from the Family Trust to Luke Jaksick in an amount that is no less than the amounts distributed to a child of Todd or Stan under the Grandchildrens' Trusts.

III. This Agreement is effective upon execution, but contingent and conditioned upon resolution of Case Nos. PR17-00445 and PR17-00446 through a settlement with Wendy Jaksick that does not materially alter the terms of this Agreement, which settlement is not to be separately made with Wendy Jaksick by either Todd or Stan, or a litigated resolution at trial in the Lawsuit, not including appeals, that does not alter the material terms of this Agreement. The Parties agree not to take any action to thwart the terms of this Agreement during the contingency period. To the extent necessary, the Parties will seek and mutually cooperate to obtain court approval of this Agreement. The Parties specifically agree that the attorney's fees provision of this Agreement,

Section II(G), is not a material term of this Agreement and variance in these attorney's fees will not affect the validity of this Agreement.

IV. If the Agreement is not rendered final in accordance with Section III, the Parties agree that any and all applicable statutes of limitations, doctrine of laches, doctrine of estoppel, doctrine of waiver, statutes of repose, or any other applicable time limitations or deadline related in any way to the Lawsuit are suspended and tolled from the date of accrual or discovery of the claim.

V. By execution of this Agreement, the Parties acknowledge that it is a full and complete compromise, settlement and satisfaction of the Lawsuit between the Parties, and each Party hereby releases, satisfies and forever discharges the other Party, including predecessors and successors in interest, agents, officers, employees, attorneys, and assigns of the other Party from any and all causes of action, suits, debts, dues, sums of money, accounts, contracts, agreements, promises, liabilities, damages, judgments, executions, claims and demands whatsoever, whether in law or in equity, whether matured or unmatured, and whether known or unknown, developed or undeveloped or otherwise, which either Party ever had, now has, or hereafter can, shall or may have for, upon or by reason of any claim that was asserted or that could have been asserted from the beginning of the world to the date of full execution of this Agreement, from claims related to the Lawsuit referenced herein.

VI. The Parties represent and warrant that, in executing and entering into this Agreement, they are not relying and have not relied upon any representation, promise or statement made by anyone which is not recited, contained, or embodied in this Agreement. The Parties understand and expressly assume the risk that any fact not recited, contained, or embodied herein may turn out hereafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true. Nevertheless, the Parties intend by this Agreement, and with the advice of their own, independently-selected counsel, to release finally, fully and forever the claims as provided herein and agree that this Agreement shall be effective in all respects notwithstanding any such difference in facts, and shall not be subject to termination, modification or rescission by reason of any such difference in facts.

VII. Each of the Parties represents and warrants that he or she has not assigned, conveyed or otherwise transferred to any person or entity any interest in any of the entities or rights affected by this Agreement. Each of the Parties to this Agreement further represents and warrants that it is authorized to enter into this Agreement and that any required consents, authorizations, or approvals have been obtained.

VIII. This Agreement contains the entire agreement between the Parties and may not be changed or terminated orally but only by a written instrument executed by the authorized representatives of the Parties after the date of this Agreement.

IX. The waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach.

X. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, including exhibits or amendments, if any.

XI. If any term of this Agreement or the application of any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

XII. The laws of the State of Nevada applicable to contracts made or to be wholly performed there (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance and effect of this Agreement. Any lawsuit to interpret or enforce the terms of this Agreement shall be exclusively brought in a court of competent jurisdiction in Washoe County, State of Nevada. Prior to initiating any lawsuit, the Parties agree to submit their dispute to nonbinding mediation in Washoe County, State of Nevada for a period of at least sixty (60) days.

XIII. This Agreement may be executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as "Fax" copies), which facsimile signatures shall be as binding and effective as original signatures.

XIV. This Agreement is made in compromise of disputed claims, differences and disputes and such settlement includes, but is not limited to, all claims and/or actions alleged, or which could have been alleged in connection with the Lawsuit. Neither this Agreement, nor the negotiation, execution, or performance hereof, shall be deemed to constitute an admission, directly or indirectly, by any Party of the truth of or of its liability or responsibility on account of or with respect to any of the matters or things asserted by any Party, and no Party shall suggest to the contrary in any other criminal or civil suit, action, or proceeding, whether or not pending, in which it may be a litigant, witness, or other participant. The negotiation, execution, and performance of this Agreement by the Parties is for the sole purpose of compromising and settling disputed claims and for buying peace and each released Party expressly denies any and all liability on account of any of the claims. This Agreement shall be effective as a full and final accord and satisfaction and release of each matter in connection with those matters as set forth herein.

XV. This Settlement Agreement shall be binding upon, extend to, and inure to the benefit of the successor trustees of the Family Trust and Issue Trust, heirs, successors, and

assigns of the Parties, to the officers, directors, employees, agents, and representatives of the parties hereto, and to all persons or entities claiming by, through or under any of the Parties.

XVI. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement. The Parties will mutually cooperate to draft and execute the corporate documents necessary to effectuate this Agreement.

XVII. Any determination regarding tax consequences, obligation, or treatment shall be the sole responsibility of the Parties. The Parties have had the opportunity to obtain their own tax advice and are not relying upon any representations made by another Party or by any attorney. Except as otherwise expressly provided herein, the Parties agree that they will bear their individual respective tax liabilities that may arise from this Agreement or carrying out its provision. If, however, any Party makes any filing or report with any governmental entity or agency inconsistent with his or her tax obligation, the Party or Parties taking such inconsistent action hereby covenant and agree, jointly and severally, to indemnify and hold harmless all affected Parties from all local, state and/or federal taxes, penalties and interest that such affected Parties may incur.

SIGNATURE PAGE FOLLOWS

DATED 1/31/2019



TODD JAKSICK, Individually, as beneficiary and Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust and beneficiary and Trustee of the SSJ's Issue Trust, manager of Incline TSS, LLC, and Trustee of the Todd B. Jaksick Family Trust, TBJ Issue Trust, TBJ SC Trust, and TBJ Investment Trust

DATED 1-31-19



STANLEY JAKSICK, Individually, as beneficiary and Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, and as Trustee of the 2013 Stanley Jaksick Revocable Family Trust

FILED
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PR17-00445
2020-08-13 12:59:21 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8017871 : bblough

Exhibit 2

CONFIDENTIAL EXHIBIT

Exhibit 2

1 **CODE: 1520**

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

3 McDONALD CARANO

4 100 West Liberty Street, 10th Floor

5 Reno, Nevada 89501

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7 ahosmerhenner@mcdonaldcarano.com

8 *Attorneys for Stanley Jaksick,*

9 *Co-Trustee of the Family Trust*

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

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

12 * * * * *

13 In the Matter of the Administration of the

CASE NO.: PR17-00445

14 SSJ ISSUE TRUST,

DEPT. NO.: 15

CASE NO.: PR17-00446

DEPT. NO.: 15

15 In the Matter of the Administration of the

16 SAMUEL S. JAKSICK, JR. FAMILY TRUST,

17 **DECLARATION OF ADAM HOSMER-HENNER IN SUPPORT OF STANLEY**

18 **JAKSICK'S MEMORANDUM OF COSTS**

19 I, Adam Hosmer-Henner, declare as follows:

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

25 2. I am an attorney licensed to practice law in the State of Nevada and am a partner
26 in the law firm of McDonald Carano LLP and counsel of record in this action for Stanley Jaksick
27 as co-Trustee of the Family Trust.

28 3. On March 24, 2020 I wrote to Don Lattin and stated that "as a result of Judge
Hardy's Order, all contingencies have been removed from the Settlement Agreement and
Release between Stan and Todd." I requested a response by March 27, 2020, but never received

1 a response to this email. I also wrote that “[w]hile several elements of the Settlement Agreement
2 have already been completed, there remain additional documents that need to be drafted . . . As
3 these documents represent a substantial amount of work and diligence, please let me know, by
4 March 27th at the latest, how you would like to divide the work as we will begin work on these
5 documents after that date.”

6 4. As no response was provided, McDonald Carano began working on the above
7 documents and incurred legal expenses for the preparation of the same.

8 5. On April 14, 2020, Don Lattin wrote to Adam Hosmer-Henner that Todd was
9 “agreeable to a phone conversation regarding the Settlement Agreement and how to wrap it up.”

10 6. On April 16, 2020, Adam Hosmer-Henner responded and asked again that Todd
11 confirm by April 17, 2020 that “the litigation contingencies and conditions” in the Settlement
12 Agreement had been removed. Don Lattin responded on April 22, 2020 that Todd “cannot meet
13 your unreasonable request to indicate that all litigation contingencies have been met.”

14 7. On April 28, Don Lattin wrote to me that Todd was “exercising the right to go to
15 mediation as set forth in Paragraph XII of the Settlement and Release Agreement to submit the
16 dispute to nonbinding mediation.”

17 8. On April 30, 2020, I asked Don Lattin to confirm potential dates for mediation
18 and wrote “I look forward to hearing from you as soon as possible concerning the mediation.”
19 No response was provided to this email. Instead, I had to write again on May 27, 2020 seeking
20 “an update on dates for the mediation.” On that day, Todd and Stan confirmed a mediation date
21 before Mr. Enzenberger on June 29, 2020.

22 9. On June 23, 2020, I wrote again to Don Lattin seeking definitive confirmation
23 that the mediation on June 29, 2020 would proceed. The next day, on June 24, 2020, Don Lattin
24 responded that he had failed to “confirm with [Mr. Enzenberger]” but could provide dates at the
25 end of July in August.

26 10. Todd and Stan attended mediation with Mr. Enzenberger on August 3, 2020 but it
27 was unsuccessful at resolving this dispute. After the mediation, I attempted to resolve the dispute
28

1 over the Settlement Agreement directly with Don Lattin, but was unsuccessful and did not
2 receive a response to my correspondence.

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

5 Dated: August 13, 2020.

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7 By: /s/ Adam Hosmer-Henner
Adam Hosmer-Henner

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

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

_____/

CONSOLIDATED

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

_____/

ORDER TO SET

Before this Court is Stanley Jaksick's motion to partially enforce the Settlement Agreement and Release (SAR) he and Todd Jaksick entered shortly before the jury trial began on February 14, 2020. Todd Jaksick filed an opposition as co-trustee of the Jaksick Family Trust and a separate response in his individual capacity. Although many arguments are presented, the core of this dispute is Stanley's contractual ability to purchase an interest in the entity owning the Lake Tahoe home.

Stanley asserts the question before this Court is "narrow and straightforward," i.e., is the settlement agreement now confirmed because the conditions and contingencies identified in paragraph III have been removed? Stanley further references the severability clause to argue that any uncertain provisions may be resolved without invalidating the entire agreement.

1 Stanley contends not confirming the settlement agreement would alter the factual
2 landscape presented to the jury and this Court during the respective trials. Specifically,
3 two legal antagonists resolved their dispute pre-trial and evidence relating to their dispute
4 was not presented to the factfinders. Though not argued specifically, Stanley implies the
5 jury verdict and equitable trial order could have been substantially different if evidence
6 underlying Stanley's pre-trial allegations of Todd's misconduct were admitted. Thus,
7 according to Stanley, Todd has received a significant benefit from the agreement that
8 cannot be undone now that the trials are complete. Stanley also references other
9 substantial benefits Todd has already received from the agreement, such as Stanley's
10 payment of \$325,000 and the \$220,000 payment to Todd's individual attorneys.

11 Todd opposes Stanley's motion on several grounds. As co-trustee, he argues the
12 mediation requirement has not been satisfied because it is vague and ambiguous; the
13 litigated result materially altered the agreement because the Family Trust was ordered to
14 pay \$300,000 to Wendy's attorneys and it is therefore unable to satisfy other financial
15 obligations; and the agreement has not been approved by this Court. Todd also argues
16 that several provisions need to be updated to reflect current circumstances. As co-trustee
17 represented by Maupin Cox & Legoy, Todd makes only brief references to Stanley's
18 control of other entities partially owned by the Family Trust and Stanley's failure to
19 provide information about the financial affairs of those entities.

20 As an individual represented by Robison, Sharp, Sullivan & Brust, Todd directly
21 complains that Stanley created problems rendering the agreement meaningless,
22 impracticable, impossible, and unenforceable. Among other things, Todd alleges Stanley
23 refuses to disclose critical information about assets owned by the Family Trust and
24 withholds millions of dollars owed to the Family Trust. Stanley has refused to cooperate,
25 concealed vital information, engaged in "self-serving machinations," deceived and
26 diverted funds owned by the Family Trust, financially drained the Family Trust, engaged
27 in self-dealing when he encumbered Family Trust property for his individual purchase of
28 a golf course, created trust tax liability through phantom income, rendered the Family

1 Trust insolvent and unable to pay its debts, and inexcusably breached his fiduciary duties
2 to the Family Trust.¹ For these reasons, Todd concludes Stanley's attempt to obtain an
3 ownership in Incline TSS (and the Lake Tahoe home) is unfair and Todd is "completely
4 deprived of the benefit of the bargain for which he negotiated." Todd suggests liquidation
5 and partition are appropriate remedies and necessary for distributions and termination of
6 the Family Trust.

7 Stanley replies by reminding this Court he only seeks an order acknowledging the
8 contingency period has expired and the trial outcomes did not materially alter any of the
9 substantive provisions in paragraph II. Stanley further argues the issues with Montreux
10 lots were well known before the agreement, so the disagreement was foreseeable and not a
11 condition precedent to contract performance. (Stanley foreshadows arguments to come in
12 the future, such as his payment of \$750,000 of Family Trust obligations with ALSB
13 proceeds, offsets against the \$300,000 payment to Wendy's attorneys, and Montreux's
14 ongoing efforts to obtain final maps, etc.) Finally, Stanley emphasizes the agreement is
15 silent about the Family Trust's ability to satisfy its debts as a condition precedent to
16 enforcement, but regardless, the Family Trust has sufficient resources through Buckhorn
17 Land & Livestock to pay its debts.

18 The Agreement

19 A settlement agreement is a contract to be construed and enforced according to
20 principles of contract law. May v. Anderson, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005).
21 "A court should not interpret a contract so as to make meaningless its provisions." Bielar
22 v. Washoe Health Sys., Inc., 129 Nev. 459, 465, 306 P.3d 360, 364 (2013) (internal quotation
23 marks omitted). If the contract's language is clear and unambiguous, the contract is
24 enforced as written. Am. First Fed. Credit Union v. Soro, 131 Nev. 737, 739, 359 P.3d 105,

25
26 ¹ Todd contends there is insufficient money in the Family Trust to reimburse him for payments on the Ag
27 Credit loan, pay attorneys' fees, satisfy Luke's distribution, fund the grandchildren's trusts, or respond to a
28 Jackrabbit Properties capital call. According to Todd, the predicate facts for the Family Trust's inability to
meet its obligations is Stanley's withholding of proceeds from the sale of Montreux lots partially owned by
the Family Trust.

1 106 (2015). A contract is ambiguous when it is “obscure in meaning, through
2 indefiniteness of expression, or having double meaning,” and the terms may reasonably be
3 interpreted in more than one way, not simply because the parties disagree how to
4 interpret the contract. Galardi v. Naples Polaris, LLC, 129 Nev. 306, 310, 301 P.3d 364, 367
5 (2013) (quoting Hampton v. Ford Motor Co., 561 F.3d 709, 714 (7th Cir.2009)). Courts
6 discern the parties’ intent beginning with plain language and will consider surrounding
7 circumstances if the contract is not clear. MMAWC, LLC v. Zion Wood Obi Wan Trust,
8 135 Nev. 275, 279, 448 P.3d 568, 772 (2019) (“Generally, the parties’ intent must be
9 discerned from the four corners of the contract.”); Bielar at 465, 306 P.3d at 364 (“A basic
10 rule of contract interpretation is that every word must be given effect if at all possible.”);
11 Mendenhall v. Tassinari, 133 Nev. 614, 624, 403 P.3d 364, 373 (2017) (“In interpreting a
12 contract, the court shall effectuate the intent of the parties, which may be determined in
13 light of the surrounding circumstances if not clear from the contract itself.”).

14 The agreement begins with common factual recitals not in dispute. Todd and
15 Stanley both affirmed their intention to be legally bound to the agreement, which they
16 considered to be a “full and final settlement of all claims between the Parties.” SAR ¶ II.
17 Paragraph II identifies 10 substantive provisions, which are summarized as follows:

- 18 1. Todd and Stanley would withdraw their competing petitions against each
19 other. They also recited the three law firms that would represent Stanley as
20 co-trustee of the Family Trust.²
- 21 2. Todd and Stanley would exchange and transfer their interests in Bright-
22 Holland Corp. and the Jaksick Family, LLC.
- 23 3. Todd and Stanley would act as co-trustees with unanimity and mutual
24 approval.
- 25 4. Stanley could purchase an interest in Incline TSS, LLC upon specified terms.
26 Stanley’s interest would immediately vest, subject to future offsets if he

27
28 ² The purpose of this language is unclear and it is read differently by the respective attorneys now. Subject
to correction, this Court presumes the language is intended, at least in part, to ensure that Stanley’s fees
would be paid with Family Trust corpus.

1 failed to make full payment. Further, "[a] new operating agreement of
2 Incline TSS and other documents will be drafted and amended" to reflect
3 Stanley's interest and the parties' respective voting rights. SAR ¶ II(D)(ii).
4 Stanley also agreed to personally guarantee the mortgage on terms similar to
5 Todd's guarantee.

- 6 5. Todd would have an option (with nominal annual option fee) to purchase
7 Stanley's 20% interest in Buckhorn for a specified price.
- 8 6. The indemnification agreement benefiting Todd would not be terminated,
9 but instead, be limited to the Ag Credit loan #101 with other details
10 specified, such as use of the IRS refund, removal of Todd's home from the
11 indemnification agreement, and reimbursements for Jackrabbit capital calls.
- 12 7. The Family Trust would reimburse Todd and Stanley for individual
13 attorneys' fees for specified amounts.
- 14 8. Stanley would pay \$325,000 to the Family Trust, to be immediately used to
15 fund Grandchildren's' trusts. Upon a specific trial outcome or court order
16 relating to Wendy, Stanley could be responsible to reimburse an additional
17 \$75,000 to the Family Trust.
- 18 9. The parties agreed to "work in good faith to distribute the Family Trust as
19 soon as practicable and by December 31, 2019, if reasonably possible."
- 20 10. Upon distribution of the Family Trust, Todd and Stanley would provide for a
21 distribution to Luke Jaksick in an amount that is no less than the amounts
22 distributed to their own children.

23 Paragraph III provides the agreement is effective upon execution, but contingent
24 and conditional upon resolution of the two lawsuits through settlement or "litigated
25 resolution at trial . . . not including appeals, that does not alter the material terms of this
26 Agreement." Todd and Stanley agreed not to take any actions to thwart the terms during
27 the contingency period. They also agreed they would seek and mutually cooperate to
28 obtain court approval of the agreement "to the extent necessary." The attorneys' fees

1 provision was specifically identified as not a material term to the agreement and the
2 Family Trust's ability to satisfy all obligations was not set forth in the list of conditions and
3 contingencies.

4 Stanley argues each of the 10 provisions were unaffected by the jury verdict and
5 order after equitable trial. Thus, he asks this Court to confirm the contingency period has
6 expired and all conditions have been satisfied.

7 Todd presents two separate thematic arguments: 1) the trial outcomes materially
8 affected the provisions in paragraph II, and 2) some provisions are impossible and cannot
9 be performed because of Stanley's misconduct and the financial condition of the Family
10 Trust. Todd does not persuasively argue the trial outcomes affected the enumerated
11 provisions, except to contend the \$300,000 fee award to Wendy's attorneys affects the
12 Trust's financial circumstances. Todd presents numerous allegations of financial distress
13 in support of his second argument and includes other sundry arguments, such as the
14 unenforceability of his agreement to abrogate the trustees' duties by requiring unanimous
15 agreement to conduct any action, Stanley's vicious communications to Wendy fomenting
16 her litigation against him, and the absence of a new operating agreement for Incline TSS.

17 Analysis

18 This Court previously described the settlement between Todd and Stanley on the
19 eve of trial as "strategic and well-advised." The decision to withdraw their claims against
20 each other dramatically altered the dispute dynamic, which according to arguments
21 Wendy previously made, had a profound effect upon the way the jury analyzed her
22 claims. Instead of two siblings offering evidence against Todd, Wendy was the lone
23 sibling making allegations while Stanley was able to transcend the dispute and present in
24 a more neutral manner. It would be manifestly unjust to Wendy to now resuscitate the
25 claims Todd and Stanley had against each other, which were essentially omitted from the
26 jury's purview. This Court could not vitiate the agreement without also allowing the
27 withdrawn counterclaims to be tried at a new trial in which Wendy also participated.
28 Thus, this Court is inclined to take a dim view of either Todd or Stanley's attempt to be

1 relieved of the full, final, and binding agreement they reached before trial. This Court has
2 no inclination, however, that the parties have complied with the enumerated provisions in
3 all respects.

4 Court approval is not a mandatory predicate for the agreement to be effective. The
5 language relating to court approval contemplated Todd and Stanley would jointly and
6 cooperatively seek approval only if necessary. This Court is inclined to view its approval
7 of the agreement in its entirety a ministerial act to be granted with limited discretion.
8 Provided, however, that some provisions of the agreement may require judicial
9 intervention and resolution. The existence of any such disputed provisions does not
10 render the entire agreement ineffective.

11 The parties attempted to resolve this dispute by nonbinding mediation and the
12 contractual language requiring such attempts is not vague or unenforceable. Todd and
13 Stanley were simply unable to reach a mediated resolution through the efforts of Mr.
14 Enzenberger.

15 A notice of appeal typically divests the trial court of jurisdiction during appellate
16 review. Mack-Manley v. Manley, 122 Nev. 849, 855, 138 P.3d 525, 529 (2006). However,
17 trial courts retain jurisdiction over matters collateral to and independent from appealed
18 order. Crystal Bay Lending Partners, LLC, v. JMA Boulder Bay Holdings, LLC, ___ Nev.
19 ___, 403 P.3d 684 (2017). This Court concludes it has jurisdiction to resolve the present
20 motion because the enforceability of the agreement as a whole, given the conditions and
21 contingencies have been lifted, is collateral to the issues on appeal. Provided, however,
22 some provisions could be construed as nominally related to the appeal and enforcement of
23 those provisions could be held in abeyance.

24 There was a litigated resolution through the two trials. The jury trial verdict and
25 order after equitable trial did not materially alter any of the 10 provisions identified in
26 paragraph II of the agreement. Todd's grievances about Stanley's management of entities
27 in which the Family Trust has an interest were known and asserted before the agreement
28 was executed, and for whatever reason, Todd's disbursement of lot sale proceeds and the

1 Family Trust's ability to meet its financial obligations were excluded from the plain terms
2 of the agreement. Thus, the conditions and contingencies have been satisfied. This Court
3 is inclined to confirm the validity of the agreement as a whole and examine individual
4 provisions upon request.

5 Todd raises issues about Stanley's actions and this Court has several unresolved
6 questions about which provisions are enforceable now and which are susceptible to
7 deferment or litigation. First, although the agreement specifically excluded appeals from
8 the contingency period, there remains a possibility that Wendy could obtain appellate
9 relief. How to accommodate that unknown relief when the Family Trust corpus has been
10 distributed and the Trust is terminated is problematic.³ Second, based upon the content of
11 Todd's individual response, Todd may choose to initiate legal action against Stanley for
12 breach of fiduciary duties and other alleged misconduct relating to Stanley's co-
13 trusteeship of the Family Trust and management of entities in which the Family Trust has
14 an interest. This Court does not want to unintentionally aid or impair Todd's ability to
15 assert credible claims against Stanley or seek partition remedies. Third, the existence of
16 three separate attorneys for Stanley as co-trustee and Maupin Cox & LeGoy's dual
17 representation of Todd and Stanley should be addressed. Fourth, this Court is troubled by
18 Mr. Riley's email to co-trustee Michael Kimmell, which is attached as Exhibit 3 to Todd's
19 individual opposition. In summary, Mr. Riley suggests the best practice is full information
20 for everyone, yet he is precluded by Stanley from conveying information about assets the
21 Family Trust owns. Stanley's alleged reluctance to disclose vital information about Family
22 Trust interests could violate his contractual obligation to "work in good faith to distribute
23 the Family Trust as soon as practicable." This Court is not sure how the Family Trust can
24 be distributed as soon as practicable if it has known interests in entities with unknown

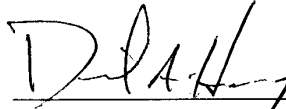
25
26
27 ³ Todd notes that if Wendy is successful in her appeals, the transfer of 46% ownership of Incline TSS to
28 Todd's trusts would be modified. Therefore, "it is legally impossible to fully complete and enforce the
agreement without waiting until Wendy's appeal is fully and finally resolved."

1 values, transactions, and assets. It appears likely to this Court that full disclosure of
2 Family Trust affairs is a necessary predicate to distribution.

3 For these reasons, this Court directs the parties to set this matter for oral arguments,
4 not to exceed three hours, in which Todd and Stanley address each of the unresolved
5 questions in the preceding paragraph. Counsel for the parties shall contact the
6 Department 15 Administrative Assistant at shannon.parke@washoecourts.us to schedule
7 the setting. Wendy may participate through counsel if she is so inclined. The parties shall
8 file pre-hearing statements 24 hours before the hearing is scheduled to begin. No party
9 shall file a response to another party's statement.

10 **IT IS SO ORDERED.**

11 Dated: September 22, 2020.

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13 _____
14 David A. Hardy
15 District Court Judge
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SUNSHINE LITIGATION
151 Country Estates Circle
Reno, Nevada 89512

THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE
BEFORE THE HONORABLE DAVID A. HARDY, DISTRICT JUDGE

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In the Matter of the	:	
	:	
	:	Case No. PR17-00445
SSJ's ISSUE TRUST,	:	Dept. No. 15
-----	:	
	:	
In the Matter of the	:	Case No. PR17-00446
Administration of	:	Dept. No. 15
	:	
THE SAMUEL S. JAKSICK,	:	
JR., FAMILY TRUST	:	
=====	:	

TRANSCRIPT OF PROCEEDINGS
VIA AUDIO/VISUAL TRANSMISSION

ORAL ARGUMENTS

WEDNESDAY, OCTOBER 14TH, 2020

Washoe County, Nevada

Reported By: ERIN T. FERRETTO, CCR #281

A P P E A R A N C E S

FOR PETITIONERS/CO-TRUSTEES TODD JAKSICK and SAMUEL S.
JAKSICK, JR., FAMILY TRUST:

DONALD A. LATTIN, ESQ.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519

FOR STAN JAKSICK, INDIVIDUALLY, AND AS BENEFICIARY
OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AND SSJ'S
ISSUE TRUST:

ADAM HOSMER-HENNER, ESQ.
McDonald Carano
100 W. Liberty Street, 10th Floor
Reno, Nevada 89501

FOR TODD JAKSICK, INDIVIDUALLY, AND AS BENEFICIARY OF THE
SSJ'S ISSUE TRUST AND SAMUEL S. JAKSICK, JR., FAMILY
TRUST:

KENT R. ROBISON, ESQ.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, Nevada 89503

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2 WASHOE COUNTY, NEVADA

3 WEDNESDAY, OCTOBER 14TH, 2020, 8:30 A.M.

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6
7 THE COURT: Good morning, everyone.

8 Let me call the case. It's PR17-00445, to
9 summarize, counsel. We all know the case. It's the SSJ
10 and its related parties and entities.

11 I see Mr. Robison. I see Mr. Hosmer-Henner. I
12 believe I see Mr. Todd Jaksick. And do I have anybody
13 else who wishes to make an appearance?

14 MR. LATTIN: Yes, your Honor. Don Lattin
15 representing the trustees of the Family Trust and Todd
16 Jaksick in his capacity as the SSJ Issue Trust Trustee.

17 THE COURT: Thank you. And I see a banner of Stan
18 Jaksick's name. I do not see him visually, which is
19 fine.

20 Ms. Clerk, that appears to be everyone that I
21 have.

22 Mr. Lattin, I did not see a prehearing statement
23 from you.

24 MR. LATTIN: Yes, your Honor, that is correct.

**

SUNSHINE LITIGATION

**

1 I'm just resting on the previous pleadings that I have
2 filed in this matter.

3 THE COURT: Okay. Thank you. I just wanted to
4 make sure it wasn't en route and I missed it somewhere.

5 MR. LATTIN: No. Thank you.

6 THE COURT: As recently as two minutes ago, I was
7 still struggling with knowing how to begin this hearing,
8 because there are things that I thought to say and I
9 don't know whether I should say them at the outset or
10 just let the attorneys argue consistent with this court's
11 order, and then possibly be surprised by what I say at
12 the conclusion of the hearing.

13 I have reviewed this morning a hearing statement
14 filed by Ms. Wendy Jaksick's counsel. Have each of you
15 seen it, counsel?

16 MR. ROBISON: This is Kent Robison. We've seen it
17 and we're familiar with it, your Honor.

18 THE COURT: Okay.

19 MR. LATTIN: Your Honor, this is Don Lattin. I
20 have not seen it.

21 THE COURT: Sometimes there's a delay between
22 filing electronically and arrival in chambers and -- it
23 was filed late yesterday afternoon. And in that
24 statement counsel indicated that they did not intend to

1 participate but would observe, and so I'm just struck by
2 the absence of counsel or Wendy.

3 Ms. Clerk, we did change the start time. That
4 would have been in a filed order that Wendy's counsel had
5 notice of?

6 THE CLERK: Correct, your Honor.

7 Your Honor, and I do not see them in the queue as
8 well.

9 THE COURT: Yesterday I was reading the Colorado
10 Code of Judicial Conduct, which is like Nevada's code,
11 it's patterned after the ABA's model code. There's a
12 comment in the Colorado Code, too, that all lawyers and
13 litigants should expect good faith errors from judges,
14 and the failure to -- the failure to rule one way or
15 another is not a violation of a judge's ethical duties,
16 it's just part of our system. And as I reflected on that
17 yesterday, I thought about today.

18 To state that I had a reaction to this latest
19 round of filings would be an understatement. And I
20 drafted an order which -- I drafted the outlines of an
21 order that went a much different direction than the order
22 I entered. In fact, it's not even in the same universe,
23 the order that I entered, because I just thought I should
24 be deliberative and thoughtful, where I can pledge being

1 right or wrong is different than my process, and I needed
2 the time really to just let it percolate.

3 Counsel, I am deeply troubled by where we are.
4 Particularly because of Todd's -- the tone and content of
5 Todd's individual claims against Stan, and the likelihood
6 it appears that there is continuing and there will be
7 continuing litigation. And this idea of siblings and
8 beneficiaries each pursuing their own individual
9 interests, clothed with fiduciary responsibilities, is
10 becoming ever more troubling to me.

11 So I think I've said everything I want to say.
12 I've not said anything I'm prepared to say but I think
13 I'll stop and just hear from counsel.

14 So to Mr. Hosmer-Henner, you are the moving party.
15 I've read your Pre-Hearing Statement. I'll sit back and
16 enjoy anything you have to say, and then I'll go to
17 counsel for Mr. Todd Jaksick.

18 MR. HOSMER-HENNER: Thank you, your Honor. Good
19 morning. And I will say the situation troubles me as
20 well. I'm not sure that I'll be able to be as restrained
21 as you will but I trust, as always, that you will
22 restrain me should I ever cross any lines.

23 I wanted to start by saying that despite the
24 amount of papers and exhibits before you, including those

1 filed the afternoon before this hearing, Stan still
2 submits that the issue before the court now is only a
3 narrow and straightforward question, and that's whether
4 the litigated resolution at trial materially altered the
5 settlement agreement between Todd and Stan.

6 We've submitted consistently since the Order After
7 Equitable Trial that this court's decisions made with
8 awareness, if not an eye on, that settlement agreement,
9 did not materially alter the terms of the settlement
10 agreement. And this court already indicated that its
11 opinion in its order to set was that the arguments were
12 made by -- that were made by Todd were unpersuasive with
13 respect to that issue. We submit that more needs to be
14 said because of the tone and tenor of Todd's arguments
15 because he has radically shifted his tactics in this case
16 from the way he litigated the trial to after the Order
17 and Equitable Trial, launching both a full-scale assault
18 on Stan's credibility and character and on attacking this
19 court's order as unfair because it punished Todd rather
20 than Stan.

21 The arguments made in response to the Motion For
22 Preliminary -- for Partial Enforcement of the Settlement
23 Agreement are not just unpersuasive, they're not just
24 weak. The arguments are made in a combination of

1 irrelevant issues, half truths, and total fabrications.
2 The arguments that have been made, your Honor, are
3 difficult to even understand from, despite the length of
4 this case, how these arguments could have been made to
5 this court.

6 There is an argument that Stan failed to properly
7 mediate the dispute and so therefore we couldn't bring
8 the motion to enforce the Settlement Agreement, even
9 though Stan attended two mediation sessions and just
10 didn't eventually reach the same result that Todd wanted
11 out of those mediation sessions.

12 There is an argument that the Settlement Agreement
13 required McDonald Carano to withdraw as counsel even
14 although the explicit language of that Settlement
15 Agreement required McDonald Carano to substitute in as
16 counsel as Stan as co-trustee. Maupin Cox filed a Notice
17 of Association with counsel in February 2019 with
18 McDonald Carano. And, more to the point, your Honor,
19 we've been representing Stan in hundreds of filings since
20 February 2019, so to now claim that the Settlement
21 Agreement meant that this firm should have withdrawn for
22 Stan's counsel is beyond belief.

23 They've also argued that there are provisions in
24 the Settlement Agreement that required court approval

1 therefore it's premature to deem the Settlement Agreement
2 to be a valid and binding settlement agreement, and
3 that's despite a provision in the Settlement Agreement
4 saying that the parties will work together in good faith
5 to seek court approval. But yet, they challenge even the
6 basic fundamental validity of the Settlement Agreement
7 preventing us from getting to that point of even seeking
8 that court approval together.

9 THE COURT: I want to interrupt you on that,
10 because it is -- accepting your argument that Todd seeks
11 to invalidate the entire agreement, how do you then
12 respond to this court's concern that to invalidate the
13 agreement would essentially invalidate trial? And I
14 would be inclined to allow Wendy to resuscitate her
15 claims because of how dramatically different the party
16 posture is?

17 MR. HOSMER-HENNER: Your Honor, if that's the
18 court's argument, then I agree because I believe that was
19 also our argument in the moving papers. But that's the
20 reason this court could exert jurisdiction over that
21 particular argument, even though the case was on appeal,
22 because rather than alter the -- rather than present this
23 court with an issue that is currently pending on appeal,
24 this court's refusal to support -- this court's

1 invalidation of the settlement agreement would undercut
2 much of what happened at trial. In fact, Wendy has a
3 claim pending on appeal that Stan and Todd breached their
4 fiduciary duties by entering into the Settlement
5 Agreement. By Todd backing out of that Settlement
6 Agreement, he is effectively mooted the issue that Wendy
7 has raised on appeal. So we agree with that argument,
8 but if the Settlement Agreement is valid, it potentially
9 opens the door for a new trial because it changes
10 everything in the -- not only everything that happened at
11 trial but actually everything since.

12 If you look at the 2019 financials for the Family
13 Trust, I believe that's one of the exhibits we -- that
14 was submitted -- I'll give you the exhibit number in just
15 one second, your Honor.

16 THE COURT: Give me a moment, please. I need to
17 pull up the electronic exhibits on a different screen so
18 I'm going to turn away from all of you. Excuse me,
19 please.

20 MR. HOSMER-HENNER: I'm looking at page -- so I
21 have Exhibit 19 as the Family Trust financial statements,
22 your Honor, and in those financial statements there are
23 references to the Settlement Agreement. These were
24 distributed to the trustee, to all beneficiaries, and in

1 there they represented, for instance, that Todd's claim
2 to a mortgage was removed pursuant to the Settlement
3 Agreement. And there are references to the Settlement
4 Agreement throughout that.

5 That was done at a time when Todd could have made
6 the exact same arguments that he's making today, to
7 undermine and invalidate the Settlement Agreement, but
8 this was presented to the beneficiaries based on the
9 benefits that the Settlement Agreement provided, and
10 namely the removal of the -- this is on page 26, your
11 Honor -- the removal of the mortgage by Todd Jaksick in
12 favor of Bank of America. And it states that it's
13 removed pursuant to the Settlement and Release Agreement
14 dated January 31st, 2019.

15 THE COURT: Just getting to page 26. Okay.

16 MR. HOSMER-HENNER: Your Honor, the frustration
17 doesn't even begin to explain how often we tried to
18 communicate with Todd's counsel and ask them to confirm
19 or deny whether they believe the Settlement Agreement is
20 valid. We attached that correspondence to our papers and
21 the chain was Stan essentially asking Todd's counsel to
22 at least respond, to at least provide a position on
23 whether the litigation contingencies had been removed.

24 It took months for that to happen and only the

1 threat of court involvement ultimately got Todd to the
2 mediation room where we were unsuccessful and unable to
3 resolve that dispute. But it was in that context of
4 misstates, of non-responsiveness where we got to the
5 mediation room, couldn't resolve the differences, and are
6 now before you on an issue that to us seems
7 uncontroversial, which is the Settlement Agreement -- the
8 conditions and contingencies in the Settlement Agreement
9 had been satisfied and that Settlement Agreement is valid
10 and binding.

11 This court expressed concern over four different
12 issues in its order to set. And I owe somewhat of an
13 apology to my client, as there was a strategic decision
14 at that point because we were trying to keep the court --
15 the issues at hand focused on the conditions and
16 contingencies in the Settlement Agreement. And what I
17 have a real concern with are the types of issues raised
18 by Todd which require evidence, witnesses, experts to
19 determine whether or not there has been a breach and
20 introducing all of those in this context is just a
21 scattershot approach to bring up as many claims as
22 possible, most of which, as the court knew, had arisen
23 prior to the Settlement Agreement itself, and Todd was
24 fully aware of them, they've been cross-asserted in

1 litigation and then resolved via Settlement Agreement.

2 So our primary concern going forward is it's clear
3 to us -- and if the court has any questions we will
4 happily respond to those, but it's clear to us that the
5 conditions and contingencies have been satisfied. The
6 next step is more troublesome. And the next step is
7 given the pattern of practice of Todd's resistance to
8 even enforce the validity of the Settlement Agreement, of
9 making claims such as the ones I previously discussed,
10 and making claims such as the \$300,000 payment to Wendy
11 materially altered the Settlement Agreement and meant
12 that none of its terms could be satisfied.

13 We're concerned that the order of this court,
14 hopefully, is that the Settlement Agreement is valid and
15 binding, and enforceable against the parties, the
16 conditions and contingency has been satisfied. But then
17 what? Then each of these 17 plus 4, 21 different
18 arguments raised by Todd's counsel that have to be
19 mediated in an exhaustive, foot-dragging type process,
20 and we'll be back in front of the court on these same
21 type of disputes, as Todd may or may not be willing to
22 draft an operating agreement, SSJ may or not may be
23 willing to interpret the Settlement Agreement in a way we
24 believe is possible. Unfortunately, we're not sure if

1 any of those should be resolved today, could be resolved
2 today, but that's our concern going forward is that it
3 now results -- the Settlement Agreement changes the scope
4 of trial that obviously withdrew claims that had been
5 asserted and the case is now itself going to be subject
6 to perpetual litigation. Not sure what to do about that,
7 your Honor, but that's where we stand today and that's
8 this is the process that we spent months trying to avoid,
9 simply by agreeing upon the basic precondition Settlement
10 Agreement, and couldn't even get there.

11 THE COURT: This is a hypothetical question
12 intended to inform the court. It is not a foreshadowing
13 in any way. But if I directed you to prepare the order
14 of your choice after this hearing today, understanding
15 the order that I entered setting this hearing, what do
16 you want the court to order after the hearing today.

17 MR. HOSMER-HENNER: Your Honor, our first proposed
18 order that we provided to the court was as simple as it
19 could be and stated essentially what I've rehashed here.

20 THE COURT: Excuse me. I'm sorry to interrupt.
21 This Zoom is horrible and I interrupted you. I just want
22 you to know I'm familiar with the proposed order. I
23 intentionally went in a different direction. So you
24 would have me entered an order consistent with what you

1 previously proposed?

2 MR. HOSMER-HENNER: Your Honor, that was my
3 initial position. I'm extremely loath to take the next
4 step but I'm not sure what else other than an award of
5 attorney's fees and costs and sanctions against Todd will
6 deter this sort of behavior in the future. And the
7 reason I say that is based on both the prehearing
8 statement and this argument about Kevin Riley and the
9 failure to disclose an email from April 2019 indicating
10 that Kevin Riley had received confirmation from Stan to
11 disclose that information, so to disclose the first part
12 of a chain and not the second part of the chain is
13 extremely, extremely concerning to me.

14 And I do want to -- I want to correct something.
15 It wasn't a consistent email chain but it was part of the
16 same common thread that the co-trustees were discussing.
17 So that's extremely concerning to me.

18 THE COURT: I want to focus on that for a minute,
19 Mr. Hosmer-Henner, because you know in the order I
20 entered I expressed concern about Stan Jaksick's
21 reluctance to provide full information, that concern was
22 countenanced by Mr. Riley. I might have even
23 excerpted -- I referenced it at least, might have
24 excerpted a small portion of that email, and you're

1 telling me that there is a more complete email thread
2 that was intentionally concealed from this court in
3 Todd's moving papers?

4 MR. HOSMER-HENNER: That's why I clarified my
5 statement. I don't believe it's an email thread, but
6 it's Exhibit 20 and it says -- I'll read it to you.

7 THE COURT: I have it in front of me.

8 MR. HOSMER-HENNER: And Kevin Riley says:

9 Stan had a chance to talk to his
10 attorneys and has agreed to provide the
11 information requested.

12 THE COURT: I'll allow counsel, whether Mr. --
13 well, one of the two attorneys to describe why that
14 particular information was omitted from the court.

15 Go ahead, Mr. Hosmer-Henner.

16 MR. HOSMER-HENNER: There are any number of rule
17 violations and issues that we could have brought up and
18 any number of these issues that we could have litigated
19 by referencing the hundreds of thousands of pages in this
20 case. And the question that we have is, at what point do
21 we have to litigate each and every -- re-litigate each
22 and every issue in this case from various disclosures and
23 financial statements to all the other underlying entities
24 before we can enforce -- before we can take the simple

1 action of enforcing the Settlement Agreement? The
2 violations of the settlement privilege and the mediation
3 privilege in this motion practice alone are egregious.

4 I want to talk about there was a reference to what
5 the parties agreed to in the Settlement Agreement, which
6 was not just at the mediation, it was not just
7 inaccurate, and if we could -- and we can't because he's
8 protected by the mediator privilege -- we would be happy
9 to bring in Mr. Enzenberger here to talk about exactly
10 which party was mediating in good faith and exactly what
11 the parties agreed to and exactly the petition -- the
12 position that Stan took at that mediation. We can't do
13 that because there's a mediation privilege, but that
14 doesn't stop both sets of Todd's counsel from flagrantly
15 violating that mediation privilege throughout their
16 moving papers.

17 In fact, the text messages that they relied on
18 between Wendy and Stan to show that there was some
19 vicious campaign by Stan to encourage Wendy to litigate
20 this case are themselves protected by the settlement
21 privilege and should have never been introduced in this
22 case. Wendy uses the word *settle* multiple times in that
23 text message exchange. It's clear in the context of
24 bargaining other than in mediation and ultimate

1 settlement in this case, and it's taken out of context.
2 And I can go into much more detail about why that
3 particular statement is irrelevant and it doesn't effect
4 anything, even if it were admissible, but it's not. And
5 there's no consideration to introducing those text
6 messages because the other side thinks it can make Stan
7 look poor -- to look in a poor light.

8 That violation of the mediation privilege, the
9 settlement privilege of Stan exists, and Wendy can't
10 unilaterally waive that. But then we have a whole chain
11 of other behavior where each time that there's an issue
12 it's presented in such a fashion that the court is not
13 apprised of the entire truth of the matter. And we have
14 that in whether it's ownership of Toiyabe and the
15 oppositions to our motion or any number of other issues,
16 that's -- your Honor, again, I'm struggling to be as
17 restrained as I can, but there are serious, serious
18 issues here and we presented them throughout our original
19 motion, our reply, and our preliminary statement. And so
20 the order that we drafted is the order that our motion
21 requests, and we again, as always, leave it to the court
22 to see fit how to guide this litigation forward.

23 THE COURT: I want to write that last sentence
24 down.

1 Counsel, I'm sure that you've done this countless
2 times. I'm so sorry, I left a pen. I knew I would have
3 a transcript of this proceeding and I just wanted to
4 focus on the words. If you'll all just stand down for a
5 second, I'm going to go grab a pen.

6 I believe your last words were you would leave it
7 to the court to guide this litigation as it sees fit. Is
8 that what you said?

9 MR. HOSMER-HENNER: Yes, your Honor. I believe
10 that's close enough.

11 THE COURT: Thank you. Anything else?

12 MR. HOSMER-HENNER: Not at this time, your Honor.
13 I'm happy to go through line by line each of the 21
14 arguments and your four points, but I think to the extent
15 that they've been raised I'd rather respond to those in
16 the rebuttal to see how many are actually made now.

17 THE COURT: It seems to me, Mr. Hosmer-Henner,
18 that you acknowledge that whether I enter that brief
19 proposed order or not that the individual provisions of
20 the Settlement Agreement are subject to additional
21 scrutiny and possibly litigation?

22 MR. HOSMER-HENNER: I would be -- I think I would
23 rephrase that slightly, your Honor, and I would say I'm
24 aware of the possibility that there may be future

1 litigation if the parties have differing interpretations
2 of those settlement provisions -- have intentionally
3 different interpretations of those settlement provisions
4 and, more importantly, if there's a rationale to try to
5 evade some of those settlement provisions on the part of
6 Todd. I think we will see an attempt by Todd to evade
7 part of those settlement provisions.

8 THE COURT: Mr. Lattin or Mr. Robison, whoever
9 wishes to go first.

10 MR. LATTIN: I can, if you would like, your Honor.

11 THE COURT: Thank you.

12 MR. LATTIN: We, too, as the trustees, that
13 includes all the trustees, Mr. Kimbell as well as Todd
14 and Stan, negotiated this settlement in good faith. We
15 negotiated it on the eve of the trial, and it took
16 Mr. Hosmer and I hours to negotiate it. It was always
17 anticipated because the court had taken jurisdiction of
18 both the SSJ Issue Trust and the Family Trust that it
19 would -- the Settlement Agreement would be presented to
20 the court as any other -- as in any other probate matter
21 when there is a settlement to be approved by the court.

22 The reason for that was because, from my
23 standpoint representing the trustees and the trust, all
24 of the beneficiaries both of the Family Trust, and there

1 are others aside from Wendy, and all of the beneficiaries
2 of the Issue Trust, needed to be apprised of the impact
3 of this settlement and given the opportunity to voice
4 their concerns, support, or comment on the Settlement
5 Agreement once they were given notice and the court had a
6 chance to address any concerns of the settlement. So it
7 was always anticipated that it would come before this
8 court for approval.

9 It was because of that, it was always referenced
10 in the settlement agreement that it would come before the
11 court. So on behalf of the trustees we believe this
12 agreement is only enforceable once the court approves it,
13 and I know that you commented in your previous order that
14 that was a ministerial act. While I agree that it is a
15 ministerial act, it's an important one because of the
16 implications to each of the beneficiaries. And a lot of
17 the beneficiaries, while they were minors before this
18 Settlement Agreement was entered into, they are now over
19 the age of 18 and would be entitled to come in and object
20 to this.

21 THE COURT: Mr. Lattin, I want to focus on this a
22 little bit -- because this is not a usual case. It is
23 unusual.

24 MR. LATTIN: I think we all know that, your Honor.

1 THE COURT: I'm thinking about the timing and
2 effect of the Settlement Agreement, because it seems to
3 me that -- that the jury trial reflected an approved
4 settlement, whether it came to me the first morning of
5 trial and the parties asked the court to approve it, it
6 doesn't make sense to remove from the jury all of the
7 claims that were withdrawn from the jury to then say the
8 agreement should not be approved because that -- that
9 leaves an imprint upon the jury trial that I don't think
10 can be remedied with anything less than a new trial.
11 That's how dramatic the settlement impact was upon the
12 trial.

13 So to say the court needs to still approve that,
14 and there's a possibility the court won't approve it, if
15 I don't approve that Settlement Agreement, what do I
16 about the fact that the case was tried with a de facto
17 approval in mind because the claims had been withdrawn?

18 MR. LATTIN: Perhaps, your Honor, that's the
19 answer. You -- I guess, once we got before the court on
20 that issue, you could have just said what you said now
21 and approved it. So that's all I'm talking about. But
22 it was, and I believe Todd testified at the time of trial
23 that it would need court approval, and I think those
24 transcripts have been provided. I understand the concern

1 and perhaps the court would have said, the jury approved
2 this and so therefore, as the judge in this matter, I'm
3 going to agree with what the jury said.

4 All I'm talking about is a venue for all of the
5 beneficiaries who are not involved in the trial to have
6 their participation, so that's my point on that.

7 THE COURT: Okay. I understand that point. I
8 understand that.

9 MR. LATTIN: From a trustee's standpoint, they
10 need the protection of the court approving the Settlement
11 Agreement as well just for formality reasons.

12 Now, with regard to the actual Settlement
13 Agreement, it was anticipated when that was entered into
14 that there would be funding available from the Family
15 Trust and the Issue Trust assets to pay all the
16 particular obligations that are set forth in the
17 Settlement Agreement.

18 THE COURT: Where does the agreement reflect in
19 writing that anticipation?

20 MR. LATTIN: Well, one example is on page 4 of 8
21 of the Settlement Agreement.

22 THE COURT: What exhibit is that in these
23 electronic --

24 MR. LATTIN: You know, I'm looking at paper

1 copies, so I'm sorry.

2 THE COURT: Excuse me.

3 MR. LATTIN: It might be 1.

4 THE COURT: I have it. So you're asking me to
5 turn to page four?

6 MR. LATTIN: Four of eight, yes.

7 THE COURT: Yes, sir.

8 MR. LATTIN: And it's at the top, little Roman
9 numeral No. 4, it talks about the Ag Credit and Rabobank
10 obligations, and it says, "will not delay distribution of
11 the Family Trust but that the Family Trust shall
12 distribute or set aside sufficient funds to satisfy the
13 agreed upon amounts as discussed herein." So there's one
14 example of a specific provision that provides for funds
15 to be provided for these obligations of the Family Trust.

16 And Rabo -- the Rabobank and Ag Credit are loans
17 that the Family Trust had that needed to be paid. So
18 that's just one example of how there was to be funding
19 set aside for this. So when the dispute arose, it was
20 over funding and how it would be funded, which is how we
21 got into the Family Trust assets and how it would be
22 funded.

23 So that's -- that's what led to a lot of this
24 dispute on behalf of the trustees, how do we fund these

1 things that are set forth in the Settlement Agreement.
2 And then it became apparent that there needed to be
3 additional discussions, which is why we went back to
4 mediation with Mr. Enzenberger.

5 It's my position that in the middle of the
6 mediation, the plug was pulled and so we were not able to
7 complete that. And I know the court has said we've
8 mediated it and we've tried but, in reality, it was in
9 the middle of mediation when the plug was pulled that we
10 were not able to complete that mediation, which revolved
11 around funding. And I won't get into the particular
12 issue because I believe that there -- as
13 Mr. Hosmer-Henner has indicated, there is a mediation
14 privilege. But suffice it to say, there were funding
15 issues which created a large part of the dispute.

16 So we continue to believe that before this could
17 be enforced, there needs to be a court approval. Now,
18 you may be saying today or you may issue an order saying,
19 "I approve it," which then it becomes enforceable and we
20 have other issues, but that was the position of the
21 Family Trust and the trustees at that point in time.

22 THE COURT: Why is Mr. Kimmel not participating?

23 MR. LATTIN: I have spoken with him. Why is he
24 not participating today?

1 THE COURT: Today, yes.

2 MR. LATTIN: He indicated that he had another -- I
3 don't know if it was a Zoom hearing but another court
4 matter and was not able to participate. He's aware of
5 the proceedings and aware of what is going on.

6 THE COURT: Mr. Lattin, you began by saying you
7 also represent Stan as a co-trustee.

8 MR. LATTIN: Not in regard to this matter. There
9 was a conflict waiver and in this issue Adam, of course,
10 was representing him on while we were negotiating this.
11 That was both at the time it was negotiated before trial,
12 on the eve of trial, and during the mediation process.

13 THE COURT: What about now as you speak this
14 morning, do you speak on behalf of two competing
15 co-trustees?

16 MR. LATTIN: No. And that's where I referred to,
17 there was a conflict waiver and it was agreed between
18 Adam and I that he would speak on behalf of that. And
19 with regard to the individual claims, Mr. Robison has
20 been involved for Todd in this whole process.

21 THE COURT: Could you just proffer for me -- I
22 know there's not an evidentiary basis for you to be the
23 witness, but I suspect you know the answer that competent
24 evidence would reveal -- just quickly, do you know how

1 Mr. Kimmel became involved as a trustee? Does he have a
2 long-term relationship with either Todd or Stan? Was he
3 a former attorney for one of them? Is he a tennis
4 partner for one of them? I'm trying to understand how he
5 was invited into the Jaksick --

6 MR. LATTIN: Under the provisions of the trust,
7 there is a provision for one of the trustees to make an
8 appointment of a new trustee should there be a necessity
9 for that. There was a former -- well, actually Mr. Riley
10 stepped down.

11 THE COURT: I understand the trust authority for
12 Mr. Kimmel's trustee -- co-trusteeship. I'm trying to
13 understand who invited him into the co-trusteeship and
14 what is the relationship.

15 MR. LATTIN: It was Todd. It was Todd, as he was
16 given authority under the trust. And, as I understand
17 it, Mr. Kimmel did not -- never represented any of the
18 trustees or the trust, but going back to I think the high
19 school days, he went to high school with some of the
20 trustees. But there had been a long period of time when
21 he had no communication with the Jaksick family during
22 his entire professional career, so it was kind of a shock
23 to him when he was asked to participate. And because he
24 knew the family and I think he grew up in the same area

1 of the family, he wanted to participate. He may have a
2 differing thought today, but at that point in time he did
3 want to help and believed that he could provide
4 assistance.

5 THE COURT: So if he were here and I followed this
6 thread too far, I'd probably have him sworn and just
7 answer the question, but he's not here. And, again, just
8 looking for proffer, understanding the limitations.

9 I just want to be clear. It is his relationship
10 with Todd that caused Todd to invite him into the
11 co-trusteeship, even though he had some familiarity with
12 the entirely family, he and Todd had a specific
13 relationship.

14 MR. LATTIN: During high school they did, but not
15 a recent relationship.

16 THE COURT: Okay. All right. Anything else, Mr.
17 Lattin, before I turn to Mr. Robison?

18 MR. LATTIN: No.

19 THE COURT: I'd like to ask the same question. If
20 I just gave you the blank check authority to draft the
21 order you wished, limited in scope to the moving papers
22 before me, what would you have me order today?

23 MR. LATTIN: I would request that we be allowed to
24 go through the process -- we do what you would do in a

1 normal situation where the court takes jurisdiction of
2 the trust, you provide notice to the beneficiaries that
3 there's going to be a hearing on the Settlement
4 Agreement, and the court listen to any objections that
5 any of the beneficiaries may have, and either approve it
6 or not approve it. And then we move forward on that
7 basis.

8 THE COURT: Let's -- let's -- so I understand that
9 process in which affected beneficiaries are given an
10 opportunity to be heard. I don't quarrel with that
11 suggestion at all. But let's say somebody -- that a
12 beneficiary appears and objects to this agreement and I
13 decide not to approve it, what happens next?

14 MR. LATTIN: Well, I guess it would be -- it would
15 not be a valid Settlement Agreement that they could go
16 forward with.

17 THE COURT: What effect, if any, would that have
18 on the underlying jury trial and equitable trial?

19 MR. LATTIN: Well, that is a subject of the
20 appeal, and Wendy's counsel in all of their papers so far
21 filed in the appeal have indicated that that's going to
22 be an issue. So I would assume that we would have to go
23 through the process of the appeal, which we are now in
24 the mandatory settlement phase, and we have a December 16

1 date when we are going to one more time attempt to settle
2 with the settlement judge. But the direct answer is, I
3 believe we would have to wait for the appeal to see where
4 we stand.

5 THE COURT: One time in the 16 years I've been a
6 judge have I had a 54(b) Huneycutt certification question
7 that I can remember, and I have a sense that I'm not
8 fresh on the current law. I would want to research it
9 and understand it better.

10 My vague familiarity is that the court can certify
11 some portion of a judgment before final judgment in the
12 form of an advisory notice to the Supreme Court, and the
13 court can choose whether to remand back for entry of that
14 advisory judgment. There's -- there's a procedure, when
15 I was in private practice, we referred to as the
16 Huneycutt procedure. Now, that is not this case because
17 there -- because there are not separate judgments
18 involving separate claims and parties. We have a final
19 judgment that is subject to appellate jurisdiction.

20 I'm saying all this because I'm thinking about if
21 I -- if you asked me to review the agreement and I
22 conclude the agreement is not enforceable, then the next
23 question is, what? And if the agreement is not
24 enforceable, that weaves its way into the appellate

1 litigation, and at what point should I enter some type of
2 advisory notice to the Supreme Court that I am inclined,
3 as the trial judge, to reconvene trial on all claims and
4 all parties?

5 I might be catching you off guard because you
6 haven't researched or prepared for that question, but
7 just off the top of my head if you have any thoughts.

8 MR. LATTIN: We've been through that process once
9 and that was years ago, and you are correct. I think my
10 knowledge is probably just about on a par with yours.
11 I'm not familiar with the most recent law. I just am
12 vaguely familiar that there is a process, so I would have
13 to look at that a little bit further. And I think it
14 would also depend on what the order of the court is
15 relative to this whole motion.

16 THE COURT: Because the purpose of reviewing the
17 agreement for enforceability or unenforceability is to
18 give all affected beneficiaries an opportunity to be
19 heard. Let's say hypothetically that I set that process
20 and I had grandchildren beneficiaries, or maybe even
21 siblings beneficiaries who oppose the enforceability of
22 the agreement, and they're persuasive and I agree, that
23 creates some very significant legal issues and
24 consequences.

1 MR. LATTIN: Yeah, I think -- as I think about it,
2 I think there would be an issue as to whether or not the
3 agreement became enforceable after the trial, and if
4 there were activity that occurred after the trial that
5 affected the enforceability of it. Then there would have
6 to be some findings relative to why it became
7 unenforceable and what these facts and circumstances were
8 regarding why it was or was not enforceable.

9 THE COURT: All right. I'm going to go to Mr.
10 Robison, but then after Mr. Robison I'm going to give you
11 each a chance to cycle through with comments. So if
12 you're done, I'll move to Mr. Robison. If not, I'll sit
13 back and await anything else you have to say.

14 MR. LATTIN: No, I am done, your Honor, and will
15 yield to Mr. Robison.

16 THE COURT: All right. Mr. Robison?

17 MR. ROBISON: Thank you, your Honor. Good
18 morning.

19 THE COURT: Good morning.

20 MR. ROBISON: I heard about the settlement a day
21 or two after it was executed. I was pleased, as Todd's
22 individual counsel preparing for jury trial, that that
23 had happened. We made a motion in limine to keep that
24 settlement agreement out of evidence and we asked you not

1 to allow the jury to know about it or for it to be in
2 evidence at all. And I believe that Stan and Todd took
3 that position.

4 The settlement was admitted in part during the
5 testimony. I think the court's ruling was it was
6 relevant to the credibility of Todd and/or Stan because
7 of the bias it might create to testify against
8 Wednesday -- Wendy -- excuse me -- and so bit by bit the
9 witnesses were examined about specific portions, and you
10 allowed Mr. Todd Jaksick to read section 3. And counsel
11 and I agreed that if it's going to be referred to, maybe
12 the jury should see the whole thing, and we stipulated it
13 into evidence. And the jury had the Settlement Agreement
14 when it deliberated.

15 The question is, did that benefit Todd as having
16 made peace with his brother and did it benefit Stan as
17 having made peace with his brother, but Stan gave up his
18 claims against Todd in exchange for that Settlement
19 Agreement, which clearly changed the landscape of the
20 jury trial. We know that.

21 The Settlement Agreement is a good one. The
22 Settlement Agreement is fair. The Settlement Agreement
23 helps Luke. The Settlement Agreement benefits Wendy.
24 The Settlement Agreement benefits Stan and it benefits

1 Todd. Although his indemnification agreement, we think,
2 was legitimized during the jury trial both on the legal
3 claims and the equitable claims. The Settlement
4 Agreement restricted the claims under the indemnification
5 agreement.

6 But in addition to the language to which Mr.
7 Lattin referred to about there being a recognition that
8 this trust had to be funded for that settlement to work,
9 I think, is undeniable. Going through the Settlement
10 Agreement, it clearly says, "the Family Trust will pay,"
11 "the Family Trust will do this," and "the Family Trust
12 will pay that."

13 Exhibit 19 referred by counsel also shows the
14 value of the Family Trust interest in the Montreux
15 project. It is \$2.5 million. That's the Family Trust
16 interest in Toiyabe as governed by Montreux Development.
17 That was recognized. That was a part of the deal. And
18 though that agreement does not specifically and expressly
19 say that these debts that are created by the Settlement
20 Agreement will be paid with Montreux money, your Honor,
21 the parties knew there wasn't any other money really at
22 hand.

23 The Exhibit 19 shows what the trust had.
24 \$2.5 million of money owed to it or at least the value of

1 its interest from the Montreux/Toiyabe project.
2 \$1.9 million it shows for Buckhorn. That is a 25 percent
3 interest in the Winnemucca Ranch, which has to get a
4 minority discount and other matters involved with it, my
5 point is that it's not liquid. There is no way that I
6 certainly can read that agreement without recognizing the
7 fact that this agreement doesn't work unless there's
8 money. And there are not that many sources of money to
9 which the Family Trust can tap into other than
10 Montreux/Toiyabe to make this work.

11 I've made that argument. I don't think I got very
12 much traction with this honorable court saying that
13 there's an impossibility, and the reason is that both the
14 court and Stan have indicated, look, Stan's refusal or
15 Stan's unwillingness to fund the Family Trust with
16 Toiyabe money was foreseeable. Okay.

17 So the settlement is made in February of 2019,
18 it's not until a year later, a year after the jury trial
19 that Stan authorizes the accountant to show the financial
20 condition of Toiyabe, but not one dime, to my knowledge,
21 has been distributed from Toiyabe to the Family Trust.
22 That is --

23 THE COURT: It was represented to me in argument
24 that this issue of Montreux/Toiyabe funding the Family

1 Trust has been known to the brothers for years, disputed
2 by the brothers for years, and it's now not a surprise.
3 So why is the agreement silent as to the funding concern.

4 MR. LATTIN: May I address that, your Honor?

5 THE COURT: I want, Mr. Robison -- do you want to
6 yield, Mr. Robison?

7 MR. ROBISON: No.

8 THE COURT: No. Go ahead. Hold your thoughts,
9 Mr. Lattin. Write it down.

10 MR. LATTIN: I'll yield back.

11 MR. ROBISON: Your Honor, I must tell you, and
12 like you in terms of seeing this settlement for the first
13 time after it was reached, and then trying the case for
14 four weeks in front of a jury and briefing to you, there
15 is no other money to fund this Settlement Agreement than
16 Toiyabe money and maybe liquidating Buckhorn. You just
17 can't read this, your Honor, without looking at the
18 assets of the Family Trust to fund the payments required
19 of the Settlement Agreement.

20 So you look at the Settlement Agreement that says,
21 "the Family Trust shall pay," "the Family Trust shall
22 pay," and then you have to look at the financials and
23 say, where is the money coming from to pay the debts
24 identified in the Settlement Agreement?

1 THE COURT: I understand your argument that one
2 implies the other, but I have specifically enumerated
3 conditions that compose a contingency category, and it's
4 just silent about that.

5 MR. ROBISON: It is silent. I'm not going to blue
6 pan the Settlement Agreement before you. But I think if
7 you -- if anyone ever got in downstream to whether or not
8 there was a covenant of good faith and fair dealing to
9 have Stan account for and distribute funds to the Family
10 Trust, I don't know whether that will ever be created as
11 an argument or not.

12 I see most of those individual provisions as
13 executor. If you validate this agreement for the reasons
14 you've stated in your order to set, both parties are
15 required to do things in the future to make it an
16 executive -- a completed contract. So your ruling today
17 sets the stage for what happens in the future.

18 I'm a little bit optimistic that if you validate
19 this agreement, it might work. There might be Toiyabe
20 money to fund the debt. There might be a liquidation of
21 assets to substantiate the debt articulated in the
22 Settlement Agreement. But that is -- those are future
23 events after the Settlement Agreement is validated.

24 And I agree that the foreseeability of Stan not

1 paying is the elephant in the room. Did we think he
2 wouldn't pay? Yes. Did we think he might withhold the
3 money a year after the settlement was reached? Yes.
4 Completely foreseeable. I know that blows my impossibly
5 argument, but it's the facts.

6 THE COURT: So, Mr. Robison, it sounds like you're
7 arguing that I should validate this agreement?

8 MR. ROBISON: Well, your Honor, I think -- you
9 asked both counsel what that order would look like --

10 THE COURT: I was going to ask you the same thing.

11 MR. ROBISON: Upon motion made and good cause
12 appearing, the court sets a hearing for approval of the
13 settlement agreement and notifies all parties. The
14 trustees are entitled to that order approving the
15 settlement, and the arguments to be made about the
16 validity of that agreement has to be aired out before the
17 Supreme Court hears it.

18 We are scheduled for a December 16 mediation
19 settlement with the Supreme Court mediator. We know that
20 Wendy is bringing this to the table. We know that we
21 have to address it. I'm not asking you to defer ruling
22 but I'm enlightening you to what we see coming down in
23 the future.

24 That said, your Honor, I'm not asking you to

1 validate the agreement. I'm telling you that if it's
2 validated, there are things to be done. And we both
3 know, your Honor, one of those things to be done is to
4 see if we can leverage some money out of Toiyabe to fund
5 the provisions of the Settlement Agreement, that's
6 something that we have to address, if it's validated.

7 THE COURT: Would you all pause for just a moment
8 and one of you quickly tell me the page and paragraph of
9 the language about approval? I cited it in my order,
10 I've read this agreement many times, but I just need to
11 be able to find it because the language is less artful in
12 the agreement than the arguments being made because it
13 seems to have a qualifier.

14 MR. ROBISON: To the extent necessary, the parties
15 will seek court approval.

16 THE COURT: Right, *to the extent necessary*.

17 MR. ROBISON: Right. Now I'm going to defer on
18 this one because I wasn't in the drafting exercise nor
19 the negotiations. But if you -- if you dilute the Issue
20 Trust interest in the \$20 million asset called the Lake
21 Tahoe house, I'm not quite sure how Todd, as the trustee,
22 as he testified in trial, can do that without your
23 approval.

24 THE COURT: I want to push you a little bit in the

1 same way I pushed Mr. Lattin.

2 MR. ROBISON: I'm going to defer now.

3 THE COURT: I'm not done with you yet.

4 Sometimes we should be careful about what we
5 request because we might actually receive it.

6 I've indicated my concern about how that agreement
7 changed the jury trial. You've acknowledged as much.
8 Everybody in good faith would acknowledge that the trial
9 changed because of the party positions. And if I choose
10 not to validate this Settlement Agreement, must I then
11 consider a new trial just as a matter of manifest
12 justice?

13 MR. ROBISON: Your Honor, the Supreme Court is
14 going to be inundated with new trial requests, whether
15 this Settlement Agreement is validated or not by Wendy's
16 counsel. Your Honor, the benefit conferred by the
17 Settlement Agreement was that Mr. Hosmer-Henner sat on my
18 right as opposed to my left, which was valuable, there's
19 no question about that. And Stan's participation in the
20 trial was Switzerland. I'm a supporter of Wendy and I
21 love my family. I'm very sorry all this dispute is
22 happening. And strategical decisions were made not to
23 bring up Montreux in that trial. Yes, they were. But
24 Todd did not get the benefit of Stan not going after

1 Todd.

2 You will recall that Wendy's lawyers, your Honor,
3 went after Stan pretty good on what he said in his
4 petition, that was verified under penalty of perjury,
5 that Todd was a liar, conspired, aided and abetted,
6 committed fraud. And, in addition to that, they put in
7 his testimony from his deposition. So, yes, we got
8 benefit with regard to the alignment of the parties, but
9 Stan's testimony concerning his petition and his
10 deposition testimony was devastating to Todd.

11 In fact, I think the last question Mr. Spencer
12 asked of Stan Jaksick was, *So isn't it true that Todd is*
13 *a liar? Answer: Yes.* That was without reference to
14 depositions, that's my recollection. But we got hammered
15 by Stan's testimony, despite the settlement. It's not
16 like we were holding hands and doing the same thing for
17 the same reasons in front of that jury, because it was
18 very clear to that jury that Stan made some very serious
19 accusations against Todd, and the jury knew that.

20 THE COURT: So what order -- I think you've
21 already answered -- the order you would have this court
22 enter is cause appearing, this matter is set -- cause
23 appearing, all interested parties are invited to comment
24 on the enforceability/unenforceability of the agreement

1 and the court sets a hearing on that issue, you know what
2 will happen with Wendy's counsel.

3 MR. ROBISON: Oh, I think so. I think so. I'm
4 speculating but I have a pretty good idea what they're
5 going to say.

6 THE COURT: I wish they were participating so they
7 could hear me say this in their presence but I'm going to
8 get a 108-page motion on why the agreement is
9 unenforceable.

10 MR. ROBISON: And likewise, regardless of what you
11 do, the Nevada Supreme Court is going to get the same 108
12 pages that she's entitled to a new trial whether the
13 Settlement Agreement is approved or not. But certainly
14 it's an argument that we cannot avoid whether at this
15 level or that level.

16 THE COURT: Right. And I'm not saying that, by
17 the way -- I wish counsel was here to hear my tone and
18 see my face. I'm not saying that critically. I'm
19 describing the past as a predictor of the future. I'm
20 opening up a complete arena of new litigation.

21 And it appears to me that the court clerk just
22 said Wendy and her counsel are now observing, so I'm
23 happy to hear about that. I didn't see them in the
24 queue. Okay.

1 So what about the Huneycutt procedure,
2 Mr. Robison? If I invalidate this agreement, do I send
3 up an advisory order to the Supreme Court that I'm
4 inclined to grant a new trial?

5 MR. ROBISON: Your Honor, with all due candor,
6 without a little research I'm hesitant to speculate. But
7 I think the notice of appeals filed by all three -- Stan,
8 filed a notice of appeal, Wendy filed a notice of appeal,
9 Todd filed a notice of appeal -- I'm not sure whether or
10 not there is a jurisdictional basis to now supplement an
11 appeal, even if it's from a court order. I don't know.
12 I would love the opportunity to give 24 hours a day to
13 brief that.

14 THE COURT: Mr. Hosmer-Henner gently expressed his
15 dissatisfaction with your performance -- with your
16 advocacy, Mr. Robison. He said that you selectively
17 concealed from this court vital information, that you
18 excluded a rehabilitative email and focused on a damaging
19 email, and you should be given a chance to respond.

20 MR. ROBISON: Your Honor, until I saw the exhibits
21 yesterday, I had no idea that Stan had authorized Kevin
22 Riley to disclose the information. None. I wish I had.
23 There would be arguments I made that I would not have
24 made.

1 THE COURT: That's fine. Thank you.

2 Could we all just pause for a moment? I'm going
3 to cycle through again with Mr. Hosmer-Henner.

4 I think at this point, I'm going to add a little
5 more detail about my reaction to reading this newest
6 round of moving papers so that you can comment in your
7 next opportunity to argue.

8 In my most reactive moment, grounded in
9 frustration, I thought I would enter an order directing
10 Wendy's counsel to file points and authorities examining
11 this court's ability under the probate code -- because I
12 have continuing jurisdictional oversight of the trust, to
13 examine this court's ability under the probate court
14 rules of appellate procedure and any other decisional
15 authorities, this court's ability to enter an order
16 directing the trustees to show cause why they should not
17 be removed from their trusteeship. And if and how this
18 court could broaden this order to all entities in which
19 Todd and Stan had management or trustee authority,
20 because it appears to me that the fiduciary
21 responsibilities are entangled with personal interests,
22 and that is a very nuclear option. But given the tone of
23 Todd's individual response, projecting litigation years
24 into the future against Stan regarding fiduciary duties,

1 virtually the same as what Wendy's counsel filed
2 yesterday, virtually the same claims against Todd, Todd
3 is now threatening -- I'm going to use the word *vicious*
4 but it is not a criticism, it is an acknowledgment of the
5 spirited advocacy -- there was a vicious tone in Todd's
6 individual response. And I thought, *How can I preempt*
7 *the next chapter having lived the last chapter?* That was
8 my reaction when I first read these moving papers, and
9 I'm grateful that I didn't. I'm grateful for time to
10 deliberate and be thoughtful. But, counsel, that is on
11 my table when I think about how much future litigation we
12 have between siblings who are clothed with fiduciary
13 responsibilities.

14 Having said that, I'll invite Mr. Hosmer-Henner to
15 say anything he wants in response to what the attorneys
16 have argued and anything he wishes in response to what I
17 have said.

18 MR. HOSMER-HENNER: Your Honor, let me start with
19 what you said, and that was that you invited an order to
20 show cause why the trustee should be removed. I'll
21 respond on behalf of Stan because this round of motion
22 practice reflects one thing. Stan seeking to enforce the
23 validity of the Settlement Agreement that was already
24 presented to the jury and this court, and to which this

1 court nor the jury found that Stan should be removed as a
2 basis of that settlement agreement.

3 THE COURT: I understand the past but,
4 Mr. Hosmer-Henner, I'm going to stop you here for a
5 moment because I'm not reacting to the past decisions
6 that have been made. I know what the jury said. I know
7 what I said. But what Todd has alleged is that your
8 client, Stan, is not the Switzerland in front of the jury
9 but instead is personally withholding Family Trust money
10 to pursue his own interests -- these are allegations.
11 I'm not making any findings -- to include purchasing a
12 golf course that he is strangling the Family Trust, that
13 he is holding it hostage to his own fiduciary
14 decisions -- allegations -- but that's -- that is
15 entirely separate from the past and I think I have the
16 ability to entertain and respond to new allegations.

17 Excuse me for interrupting, but I want to be very
18 clear. Go ahead.

19 MR. HOSMER-HENNER: Your Honor, Mr. Robison didn't
20 provide you an answer when you asked, *Was this known*
21 *prior to the Settlement Agreement?* He did not answer
22 your question. So to describe this about the sale of
23 Montreux lots as a new allegation is simply false.

24 We've presented evidence from the deposition

1 testimony -- or citations to the deposition testimony, to
2 the case management conferences where Mr. Robison
3 commented on this exact issue, all prior to both trials,
4 to even Mr. Lattin's response where he talks about
5 publically available record of lot sales dating back to
6 2014. This is not something that was unknown to Todd
7 prior to January of 2019. It simply wasn't.

8 And they didn't answer your question, your Honor,
9 because there's no way that they can maintain credibility
10 by responding to you that they were unaware that Toiyabe
11 had not -- was not distributing money that it otherwise
12 should have to the Family Trust. They will not be able
13 to do that and they cannot even do that today at the risk
14 of harming what credibility Todd has remaining.

15 That's the issue here, your Honor, is permitting
16 those allegations against Stan without an opportunity to
17 actually have those litigated, let alone waived and
18 released by the Settlement Agreement is exactly why that
19 type of tactic by Todd shouldn't be condoned. To make
20 those allegations in response to the simple question of
21 enforcing the validity of the Settlement Agreement is
22 drastically unfair to Stan when those issues were
23 partially, if not fully, the subject of discovery in this
24 case.

1 Montreux Development and Toiyabe was subpoenaed by
2 Todd and Mr. Robison. Those documents, as you recall
3 from one of your pre-trial orders, were produced and
4 disclosed prior to trial. They were produced and
5 disclosed to Mr. Robison well before trial, and were
6 produced to all parties as a result of one of your
7 discovery orders.

8 So this concept that by seeking to enforce the
9 Settlement Agreement and then being retaliated against
10 with all these allegations, many of which claims had been
11 asserted prior to -- or at least discussed prior to the
12 Settlement Agreement, and many of which are simply untrue
13 such as Kevin Riley's email, I think takes us down a very
14 unfortunate path.

15 I want to respond -- so certainly we would not --
16 we're pleased that the court is taking some time to
17 reconsider that order and is not -- has not already
18 entered an order to show cause as to why Stan should not
19 be removed as trustee. But that order to show cause
20 would essentially be telling Stan that by being the
21 subject of these allegations, which we've already
22 responded to in part and certainly with full documentary
23 evidence, we're already doing a mini trial to see whether
24 Stan should stay as trustee.

1 THE COURT: Mr. Hosmer-Henner, I want to kind of
2 reduce this one issue to its core. The Family Trust has
3 an interest in an entity that owns vacant lots that Stan
4 manages; is that correct?

5 MR. HOSMER-HENNER: It's not, your Honor, and
6 that's -- it is not. Those were the misstatements that
7 were made in the moving papers by Todd. The Family Trust
8 has a 50-percent interest in Toiyabe Investment --
9 Toiyabe Holding -- the names get a little confusing even
10 for me after all this time -- but 50-percent interest in
11 Toiyabe. Stan holds the other 50 percent of Toiyabe and
12 is the manager of Toiyabe. Toiyabe is a holding company
13 of a separate entity, Montreux Development Group, and it
14 owns approximately 96 percent of Montreux Development
15 Group, while Stan individually holds the other four
16 percent. Then that entity holds the real estate.
17 Montreux Development Group isn't sitting on \$2.5 million
18 dollars in cash. It is sitting on real estate and it is
19 in the process of obtaining a final map on additional
20 lots of subdivisions in the Montreux area. It's an
21 active company. And there are no -- to my knowledge,
22 your Honor, there are no distributions from Montreux
23 Development Group to Toiyabe that were then distributed
24 out to Stan and not the Family Trust. So this idea --

1 THE COURT: Forgive me. You've taken me to the
2 complexities and I began my question by focusing on the
3 core. Does the Family Trust have an interest in an
4 entity that Stan manages or otherwise controls?

5 MR. HOSMER-HENNER: Yes, the Family Trust is an
6 entity in multiple entities that Stan manages or
7 controls, as well as that Todd manages and controls.

8 THE COURT: This is an allegation, I understand,
9 but Stan can make management or control decisions that
10 either open the portal of money to the Family Trust or
11 closes the portal of money to the Family Trust; is that
12 right?

13 MR. HOSMER-HENNER: Not of Toiyabe, because those
14 decisions are made down below at the Montreux Development
15 Group level.

16 THE COURT: Which is why I included in my late
17 night reactive outlined order that I would want points
18 and authorities not just to remove the trustees of the
19 subject entities but how I could lawfully broaden my
20 order to include every single entity in which Todd and
21 Stan had management or trustee authority.

22 MR. HOSMER-HENNER: Your Honor, I'll clarify that
23 then with respect to Toiyabe. The Family Trust, to my
24 knowledge, doesn't have the ability to appoint the

1 manager of Toiyabe. That's controlled by Stan's separate
2 50 percent. So to the extent the Family Trust has
3 control over that, I think that is -- it's not correct to
4 call that a Family Trust entity.

5 THE COURT: I'll step back -- sit back and listen
6 to anything else. I thank you for allowing me to
7 interrupt, Mr. Hosmer-Henner.

8 MR. HOSMER-HENNER: Your Honor --

9 MR. ROBISON: Excuse me, your Honor. I've been
10 accused of concealing evidence and lying to the court and
11 I want to respond.

12 We are the ones that submitted the organizational
13 chart to this court showing Stan's total exclusive
14 control of money that is -- should be paid and should
15 have been paid to the Family Trust. ALSB owned lots in
16 the Montreux area, 100-percent owned by the Family Trust.
17 It paid down some -- a line of credit at Wells Fargo, but
18 no money has been directly distributed from ALSB to the
19 Family Trust.

20 THE COURT: I don't want to interrupt
21 Mr. Hosmer-Henner for too long because I'm going to give
22 each of you a chance to respond. My preference is that
23 you take notes and remember to come back to this;
24 otherwise, I'm going to have a free-for-all here. Go

1 ahead, Mr. Robison. But after you say this last thing, I
2 want to go back to Mr. Hosmer-Henner.

3 MR. ROBISON: All right. Now, you recall the
4 testimony, Sam owned Toiyabe Investment Company, LLC.
5 That's the name of the company. It is the primary mover
6 out in Montreux. There's also a company called Montreux
7 Development Group, LLC. Stan manages Montreux Group --
8 Montreux Development Group, LLC. He manages it. He
9 manages the 95-percent owner Toiyabe Investment Company,
10 which is a corporation. That -- that is a 95-percent
11 owner, 50 percent of which is owned by the Family Trust,
12 your Honor, since Sam's death has not distributed money
13 to the Family Trust because Stan says, "I have
14 operational expenses and I have a subdivision to
15 develop." But why -- he carries this on the books. He's
16 told Ken Riley the Family Trust interest has a value in
17 2018 of 2.7 million, in 2019 2.5 million. My angst, and
18 perhaps I've overstated it too aggressive, where is the
19 money?

20 THE COURT: I need to go back to Mr.
21 Hosmer-Henner. I'll give you another word, Mr. Robison.
22 Mr. Hosmer-Henner?

23 MR. HOSMER-HENNER: Your Honor, if you go through
24 this litigation, Todd owns 46 percent of Incline TSS,

1 Todd or Todd's trusts. He owns a percentage of Buckhorn,
2 or his trust. He owns a percentage of Duck Flat Ranch or
3 Duck Lake Ranch. All these entities that are listed in
4 the financial trust disclosures, and there were claims
5 between the parties and concerns and squabbles about each
6 and every one of those entities, so we are playing
7 defense here only on one entity, Toiyabe, and not
8 focusing on the matter at hand, which is the Settlement
9 Agreement. And I'm extremely concerned that we're now
10 taking these allegations to the point of accepting them
11 as true when they haven't been made in a pleading. They
12 could have made been in a pleading. And when what you
13 just heard from Mr. Robison is that they were aware that
14 none of -- that the statements by Stan to Kevin Riley
15 were made about a valuation in 2018, yet a Settlement
16 Agreement was still signed. If we're allowed to open up
17 each and every entity, we can discuss Jackrabbit and the
18 fact that that was distributed to the trust. We can
19 discuss the change in Buckhorn, certain option agreements
20 there. But there was a settlement agreement reached and
21 if we end up in litigation with ALSB, which the Family
22 Trust financials indicate the Family Trust owes money to
23 ALSB because ALSB satisfied a note on behalf of the
24 Family Trust, that is in the financials, so these

1 speculations about where the money are something that
2 were explored during discovery and could have been
3 explored during discovery. But Montreux Development
4 Group is an ongoing entity. It is publically recorded
5 that it is in the process of obtaining a final map. It
6 may have value, but it doesn't have liquid value and it's
7 real estate value because the money has been reinvested
8 in the company, then it doesn't need to distribute those
9 funds to the Family Trust at this point in time. But it
10 still absolutely retains some value and the Family Trust
11 still has a 50-percent share in a valuable company that
12 controls real estate. But to say that a holding company
13 should be partitioned makes no corporate sense. And to
14 say that there's some entitlement to liquidate two levels
15 down these lots to then provide them to the Family Trust,
16 which again at this point, may have nothing left given
17 the other litigation involved in the case, which means
18 that Todd's indemnification claims against the trust
19 still number in the millions, that the assets of the
20 Family Trust would eventually be reduced to being able to
21 pay Todd's debts and claims against the Family Trust with
22 zero dollars provided to Wendy and zero dollars provided
23 to Stan and zero dollars provided to Todd, zero dollars
24 provided to grandchildren. That's that course we're

1 headed down and that's why we filed this motion to
2 enforce the Settlement Agreement because at least it
3 prevents mutually assured destruction by litigation of
4 all these entities. And we still believe, like Mr.
5 Robison said, it's a good, valid and fair settlement
6 agreement that should be enforced.

7 I want to start the individual responses with
8 Mr. Lattin's statement, the Settlement Agreement needs to
9 be presented to the court.

10 THE COURT: I think that you just created a good
11 gap for our court break. I've enjoyed this conversation
12 but our reporter has been writing now for an hour and
13 20 minutes almost non-stop. There's this pace in
14 arguments that's different than the pace of the witness
15 colloquy.

16 Please mute yourselves, counsel. Please hit your
17 *Mute* buttons. I don't want to unintentionally hear what
18 you say. It is 9:49. Let's return in six minutes and to
19 you, Mr. Hosmer-Henner. I'm going to mute myself and I'm
20 going to deactivate my video.

21 (Off the record.)

22 THE COURT: And Mr. Hosmer-Henner?

23 MR. HOSMER-HENNER: Your Honor, before we left
24 off, I was going through the arguments presented by

1 Mr. Lattin, and I wanted to start with the argument about
2 the Settlement Agreement being presented to the court.
3 And I think the question that immediately came to my mind
4 was, if that's their position, why didn't they move in
5 response to one of our numerous e-mails or calls for
6 court approval of the Settlement Agreement rather than
7 dispute its validity for multiple months?

8 THE COURT: Logistically I understand the
9 beneficiaries affected by the Settlement Agreement should
10 be given a right to comment on the Settlement Agreement.
11 How could that have happened before trial in that very
12 few days between settlement and when we picked the jury?

13 MR. HOSMER-HENNER: I don't think it could have
14 happened before trial, your Honor, but it could have
15 happened after, least after the March 2020 order, after
16 the equitable trial. And after that, it could have been
17 presented to you by Mr. Lattin if they actually thought
18 the Settlement Agreement was valid.

19 Instead, they took the position it wasn't valid
20 because the Settlement Agreement was materially altered
21 by the verdict at trial. And that's the concern I have
22 now, your Honor, is that it sounds like they are setting
23 up an argument the court shouldn't approve this or can't
24 approve this, or they want to engage in a proxy battle to

1 not have it approved. If they actually wanted it to be
2 approved by the court, they wouldn't raise issues about
3 whether it could have been approved by the court or
4 whether it needs be approved by the court, they can
5 cooperate in good faith to have the court approve it.

6 As you point out, I don't believe it's our
7 purpose, to say to the extent necessary in the Settlement
8 Agreement because some of the trust provisions -- some of
9 the Settlement Agreement provisions relate to no trust.
10 There are exchanges and swaps of certain interests in
11 order to disentangle and disaggregate Stan and Todd from
12 the management of the same entity, and those interests
13 are not held by either trust, by either the Issue Trust
14 or the Family Trust.

15 Mr. Robison brought up the issue of the Issue
16 Trust -- the dilution of the Issue Trust's interest in
17 Incline TSS but they argued repeatedly the jury trial
18 confirmed the ACPAs. And if that's true, one of those
19 ACPAs was Stan's buy-in to Incline TSS under the same
20 terms as was considered in the Settlement Agreement, so
21 if that's the case and they've held that the jury verdict
22 ratified and made those ACPAs set in stone, there's no
23 need for further court approval because both the court
24 and the jury have already confirmed that portion of the

1 Settlement Agreement.

2 There's a severability argument here that each
3 provision stands separable and not specifically inserted
4 into the Settlement Agreement so only those provisions to
5 which the beneficiaries may be affected should
6 have require court approval -- or could possibly require
7 court approval, and those are ones that we could bring to
8 the court in whatever fashion it seems necessary. But
9 we're not at that stage because we didn't -- we couldn't
10 come to the court and seek approval of the Settlement
11 Agreement that the other side wasn't -- wasn't valid. At
12 a minimum, we needed to cooperate in good faith to seek
13 approval rather than litigate that on top of whether the
14 Settlement Agreement is valid at all.

15 There were two brief argument. First that the
16 Family Trust doesn't have any funds so the Settlement
17 Agreement can't function. I think that's rejected
18 thoroughly in our moving papers. There are assets and
19 the only change would be the \$300,000 payment which would
20 then be reduced by Todd's disgorgement of trustee fees.
21 And there's a claim on the Family Trust financials for
22 223,000 to Mr. Robison's firm. Surely he'd be willing to
23 waive that if he thought the Settlement Agreement was
24 still valid in order to allow the -- to balance out

1 whatever payment was made to Wendy's attorneys. But I
2 didn't want to -- I just -- I don't think that the
3 funding issue is factually an issue anymore.

4 So the mediation comment by Mr. Lattin that the
5 plug was pulled, Exhibit 18 -- the hearing Exhibit 18 was
6 exactly what we sent to Mr. Lattin, and in that hearing
7 exhibit we clearly explained our position, that was
8 exactly what was conveyed to Mr. Enzenberger, that we
9 were happy to continue mediating and discussing any of
10 these provisions if they confirm -- but only if they
11 confirmed the validity of the Settlement Agreement so we
12 weren't spinning our wheels.

13 The last argument was an issue you raised about
14 the Huneycutt procedure. Your Honor, my understanding of
15 that procedure is that it was codified essentially in
16 NRAP 12A and it's used only if this court lacks
17 jurisdiction to make a ruling that would otherwise be
18 able to assist upon appeal. So to the extent that this
19 court actually rules and as it found in its order to set,
20 it could issue a ruling and it had jurisdiction to do so,
21 it need not go through the NRAP 12A procedure because its
22 order -- it's a published order -- or it's a filed order,
23 excuse me, would then be able to be presented to the
24 Supreme Court.

1 But, more importantly, your Honor, even if this
2 court does nothing, then it still affects the appeal.
3 Because if it does nothing and it doesn't enforce the
4 Settlement Agreement, then the facts on the grounds for
5 which the Supreme Court will be considering, both what
6 happened at trial and Wendy's specific claim that the
7 trustees breached their fiduciary duty by entering into
8 this Settlement Agreement, would be affected and
9 potentially mooted even if the court does nothing.

10 Moving on to Mr. Robison's arguments. He stated
11 that the Settlement Agreement is good and fair.
12 Refreshing to hear that, but that's not what he said in
13 his opposition to our motion for enforcement of the
14 Settlement Agreement. There wasn't praise of the
15 Settlement Agreement. There was a claim that it was
16 impossible.

17 And while he said he's optimistic today, on page
18 10 of his opposition he said that, given the parties'
19 positions, any agreement on the new operating agreement
20 for Incline TSS is more than unlikely, it's essentially
21 impossible. And that reveals the approach that we're
22 worried about in the next phase of this case, where
23 each -- where the parties fail to agree on each of these
24 executory terms.

1 I think it is critical, your Honor, that Mr.
2 Robison didn't answer your question about whether Todd
3 was aware that there was an issue with Toiyabe
4 distributing funds prior to the Settlement Agreement. I
5 would ask that question to be answered by Mr. Robison and
6 Mr. Lattin. I would encourage this court to ask it
7 again, because that question is key.

8 There is no doubt that the record supports that
9 Todd was both aware that there was an issue with Toiyabe
10 funding the Family -- with his claim that Toiyabe should
11 be funding the Family Trust and that he had raised that
12 dispute with Stan on many occasions and had been given
13 similar answers. But the question isn't whether just
14 Toiyabe should be funding the Family Trust. Those were
15 provisions that were not included in the Settlement
16 Agreement. And the idea that Toiyabe is the only entity
17 that should be funding the Family Trust is simply wrong.

18 The Family Trust has many assets, some of which
19 have already been distributed, and many claims related to
20 some of those other entities, but Buckhorn is an entity
21 that could be sold to fund the Family Trust. There are
22 other real estate entities that could be sold. There are
23 claims paid and receivables from White Pine. The point
24 is, we're not here to divvy up and assign blame to these

1 individual entities. We're just here to discuss the
2 Settlement Agreement. But the problem, your Honor, is
3 that Todd has consistently tried to get Toiyabe to fund
4 the Family Trust, which is why that is the focus of their
5 entire argument at every stage. The point is that
6 because Todd believes that Toiyabe should be contributing
7 more to the Family Trust and that that's one of Stan's
8 entities, and that Toiyabe should be funding the debts of
9 the Family Trust Todd claims owes him, that's the central
10 point of dispute between those two brothers. It was
11 attempted to be resolved on multiple occasions and it
12 wasn't in the Settlement Agreement, so to insert it now
13 as a hidden term in the Settlement Agreement is
14 completely outside the course of the parties'
15 negotiations and dealing.

16 THE COURT: Let me not then focus on the hidden
17 term but a disclosed term. Todd and Stan agreed in the
18 Settlement Agreement that they would wrap up the affairs
19 of the trust as soon as practicable but they also
20 identified what could be practicable as an end-of-year
21 date. I think it was December 31st.

22 Counsel, I'm close enough so you know what I'm
23 referring to, I hope.

24 How could this Family Trust ever wrap up its

1 affairs and terminate when it owned an interest in some
2 manner in an entity that Stan managed? How did Stan
3 contemplate the Family Trust would be wrapped up while he
4 continued to manage property partially owned?

5 MR. HOSMER-HENNER: Your Honor, the Family Trust
6 already distributed Jackrabbit. Rather than liquidate
7 Jackrabbit and distribute to the trust, it distributed
8 out the shares individually to Todd -- or not the shares,
9 the interest to Todd, Wendy and Stan. That's one option.
10 And it's already been pursued by Todd with respect to one
11 of the entities in which he had the most -- he had a
12 plurality interest on the siblings.

13 THE COURT: So you could contemplate distribution
14 and termination without liquidation, but instead a
15 division of ownership in that other entity?

16 MR. HOSMER-HENNER: It's absolutely possible, your
17 Honor. I would also say that marketing some of these
18 assets to the extent that they do need to be liquidated
19 is an option. But that is an ongoing entity, so what
20 you'd be selling, at most, is a 50-percent minority
21 interest in Toiyabe, which is then a minority holder of
22 Montreux Development Group. There's a significant --
23 regardless of the book value that was put on the Family
24 Trust, there's a significant discount for that minority

1 interest. But, sure, if the co-trustees agreed to sell
2 off each and every one of the privately held interests,
3 all the privately held companies, each one of those
4 entities could conceivably be marketed, sold, and then
5 the remaining cash distributed to the three siblings.

6 But that same problem exists for Buckhorn your
7 Honor, in which the Family Trust has a 25-percent
8 interest. The same problem exists for Duck Flat Ranch.

9 THE COURT: Wasn't liquidation contemplated
10 when -- when the jury heard evidence that Wendy would
11 soon be receiving a cash distribution of \$4 million?

12 MR. HOSMER-HENNER: That wasn't my evidence, your
13 Honor.

14 THE COURT: I know, but you're in front of me
15 right now. That was the -- that was an argument
16 presented to the jury that if everyone would just calm
17 down, Wendy was about to receive \$4 million. I'm not
18 validating that argument, I'm just observing that it was
19 made, and it seems to contemplate some liquidation and
20 distribution of cash as opposed to portions of entities.

21 MR. HOSMER-HENNER: So that's possible, your
22 Honor. I do believe that would be -- for certain
23 entities, I do believe that would be doing them a
24 disservice -- the beneficiaries a disservice to liquidate

1 some of those entities rather than distributing shares.
2 Others, it might be extremely beneficial. But that's a
3 decision that is made in the winding up of a trust. And
4 I don't think -- I don't believe it's a requirement to
5 liquidate every closely held company prior to
6 distributing the trust.

7 THE COURT: I'm getting a background voice from
8 somebody.

9 MR. ROBISON: My bad, your Honor. I'm sorry.

10 THE COURT: That's fine. I want to be sure none
11 of us hears something that's unintentionally.

12 MR. HOSMER-HENNER: So there's no rhyme that
13 everything be liquidated, whether under the Family Trust
14 or under the Settlement Agreement. The trust can be
15 distributed. The Settlement Agreement does not say it
16 has to be distributed by December 2019. That was an
17 aggressive, aspirational goal because this Family Trust
18 should have been distributed a long time ago rather than
19 slowly bleed to death in the course of this litigation.

20 But what we're looking at here, your Honor, is a
21 set of appeals, potentially another trial if someone is
22 successful on appeal, potentially another trial even if
23 they aren't, and with attorneys' fees already in the \$3
24 to 4 million the question is whether anything could ever

1 be distributed at all. This Settlement Agreement goes
2 some way to assisting with that, and that decision should
3 be validated and ratified by this court and at least the
4 hope the Family Trust is distributed. Whether it can be
5 distributed while the appeals are pending is an issue
6 that the co-trustees, together with counsel, will have to
7 resolve and decide. But that seems unlikely to me at
8 this point.

9 I think the key statement that was made by
10 Mr. Robison was that during trial there were strategic
11 decisions that were made not to bring up Montreux, and I
12 think that reveals everything about Todd's knowledge of
13 Montreux because they didn't learn about Montreux
14 suddenly in the space of a few days between settlement
15 agreement and trial. That was something that was an
16 ongoing decision. And if they made that decision not to
17 bring it up during trial, surely that's something that
18 they were aware of before. So that's what I mean, your
19 Honor, by how important that question is whether Todd
20 knew about these issues prior to signing the Settlement
21 Agreement.

22 The last -- the last question -- or the last point
23 I wanted to make, your Honor, before my conclusion was
24 from Kevin Riley's dispute and Stan's alleged but

1 incorrect reluctance to provide that information, Mr.
2 Robison's response is entirely -- is likely entirely
3 accurate that he said he was unaware of that exhibit.
4 But, your Honor, Todd knew about that exhibit. Todd was
5 the one who received that email directly from Michael
6 Kimmel and from Kevin Riley so he was aware of that
7 exhibit. And that argument was made even though his
8 client -- Mr. Robison's client was aware that it was
9 false at the time that that paper -- those pleadings were
10 made.

11 So, your Honor, I'd like to conclude with just the
12 core question, which is what your order should look like.
13 And we think that, in the first place, the proposed order
14 that we sent should stand, the Settlement Agreement
15 should be deemed valid and binding and enforceable, and
16 the litigation contingencies and conditions satisfied.

17 In the second, to the extent possible, to the
18 extent the court deems fit, this could be an appropriate
19 time to either deem the Settlement Agreement as court
20 approved or, at a minimum, set a hearing at a later date
21 for people to comment and provide input on the provisions
22 of the Settlement Agreement which the court deems need
23 court approval.

24 THE COURT: I want to focus on that, because I'm

1 considering creating an opportunity for all beneficiaries
2 to be heard on the Settlement Agreement because there is
3 language -- it's not great language -- it's not a
4 criticism to those who drafted it. I think
5 Mr. Hosmer-Henner and Mr. Lattin were involved in
6 drafting that. I can remember how short those days were
7 and how long the tasks were -- but it does contemplate
8 court approval to the extent necessary. How -- how do
9 you construct the clause *to the extent necessary*? What
10 would have triggered the need for court approval?

11 MR. HOSMER-HENNER: My construction placed upon
12 that is as there are some provisions that are not related
13 to the trust ownership of entities or payment of anything
14 from the trust, if there's some provisions that are, to
15 the extent necessary refers to those provisions that
16 implicate the interests or affected beneficiaries of the
17 Family Trust or Issue Trust.

18 THE COURT: Okay. Thank you.

19 Mr. Lattin?

20 MR. LATTIN: Thank you, your Honor.

21 The language that you just referred to, *to the*
22 *extent necessary*, was put in there just for the very
23 reasons that Mr. Hosmer-Henner outlined, and those are
24 there were individual responsibilities of Stan and Todd

1 which did not need -- under the Settlement Agreement
2 which did not need court approval, but there were also
3 provisions that affected both the Family Trust and the
4 Issue Trust which did need approval by this court.
5 Hence, the language *to the extent necessary*.

6 Now, could it have been more artful? Yes. Had we
7 had a couple more hours, we probably could have. But
8 that, again, supports the argument that court approval
9 would be necessary on the issues in that Settlement
10 Agreement that affect both the Family Trust and the Issue
11 Trust.

12 The question was asked earlier why was there not a
13 funding mechanism put into the Settlement Agreement? And
14 I asked Mr. Robison to yield to me; he did not, which was
15 his right. So I will take my opportunity now to discuss
16 that.

17 It was -- we're talking about the Family Trust and
18 the Issue Trust. The only way to fund any of the
19 monetary provisions in this would be a sale of assets.
20 It was anticipated that both Todd and Stan, as managing
21 members of particular entities, would do what was
22 necessary to get the cash available so that the
23 obligations could be paid. There can be no distribution
24 of any interests to any beneficiaries until all the

1 monetary obligations of the Family Trust and Issue Trust
2 were paid.

3 It is in the agreement that there will be trust
4 assets set aside for distribution. In discovery, when it
5 was -- when the subpoenas were sent out by Mr. Robison to
6 Stan for all of these entities, there were financial
7 statements that came back that showed in Stan's financial
8 statements that there were -- there were monies due from
9 sales to the -- of the lots to the Family Trust. We
10 anticipated that those monies would come to the Family
11 Trust.

12 Additionally, after the fact, there was a phantom
13 tax bill sent to the Family Trust based upon sales of
14 lots in Montreux. We anticipated that those monies would
15 come into the Family Trust. Now, should we have set that
16 forth? I don't know. I think it was anticipated and in
17 good faith that all of the trustees would liquidate so
18 that money could come into the trust both for payment of
19 obligations and for distribution to all of the
20 beneficiaries.

21 So I do believe in the Settlement Agreement it is
22 outlined and it was anticipated that assets would be sold
23 or obligations that were shown on financial statements
24 would be paid to the Family Trust so that these

1 obligations could be paid.

2 Now, the evidence in the trial showed that when
3 Sam Jaksick set up these entities, his concept was -- is
4 that Todd, as trustee of certain entities or operator of
5 certain entities, would own or control the ranches.
6 Stan, on the other hand, was given the ability to own or
7 control the golf side of things and the residential
8 development side of things. When we entered into the
9 Settlement Agreement, it was obvious to everyone that
10 most liquid assets were the lots in Montreux that were
11 being sold. That was the only way that these were going
12 to be funded. So that's why funding became an issue when
13 that money was not forthcoming.

14 So that is the background and answer to the
15 question about why it was not set forth in the Settlement
16 Agreement. It was. And it was anticipated that all
17 trustees that had an interest in these would do what was
18 necessary to get the cash into the Family Trust to pay
19 all of the obligations.

20 With regard to why we did not come to the court
21 and seek approval right after the trial. As you will
22 recall, there was the equitable portion of the trial and
23 we did that. We did a series of briefings and the court
24 considered all of that, which was very complex, and made

1 its decision. But there was a period of time between the
2 trial and equitable decision, and we could not do
3 anything to bring that to the court while that was
4 pending because, if you will recall, Wendy's counsel
5 again sought removal of the trustees. So if the trustees
6 were going to be removed, that left everything in
7 jeopardy so it could not, at that period of time, been
8 brought to the court for approval.

9 So from the Family Trust and Issue Trust
10 standpoint, because beneficiaries are involved, we
11 continue to believe and would request that the court
12 allow it to be brought -- the Settlement Agreement to be
13 brought to the court for comment by all the beneficiaries
14 and then the court make a decision. And that's what we
15 would request comes out of this hearing. And then if
16 that process is followed, I assume there will be
17 arguments and briefing on the funding issues.

18 So that will be our position and I would -- if you
19 have any questions, I'd be glad to answer them.
20 Otherwise, I will yield to Mr. Robison.

21 THE COURT: I'm just thinking for a moment about
22 the relationship between the contingency and -- the
23 contingency period, which Mr. Hosmer-Henner asks me to
24 confirm is closed, the conditions were not altered. I

1 indicated my inclination that the verdict itself and the
2 court's equitable order did not affect those. I'm trying
3 to put that in one category while thinking about the
4 court's approval of the entire agreement and how I -- how
5 I reconcile my continuing inclination that the verdict
6 didn't disrupt those specific conditions, while giving
7 all beneficiaries a chance to be fully heard on the
8 validity of the agreement.

9 Mr. Robison?

10 MR. ROBISON: Your Honor, I don't know what I
11 argued to create the impression that counsel articulates
12 that we were not aware that Montreux was not being funded
13 before the trial. I think in my statement I argued and
14 stated, of course, we were aware and I even stated in my
15 argument that that would be counterproductive to my
16 impossibility argument. I said that. And there's no
17 question that the trustees were very concerned about not
18 getting financial information about Montreux Development
19 2018, 2019, and certainly through the trial and ever
20 since. So if I said something to suggest that we didn't
21 know that we weren't getting money or financials from
22 Montreux, I apologize. That's conceded. We absolutely
23 did know. And, yes, there was a strategical decision not
24 to go after Stan in front of the jury for that.

1 But the fact remains this, in 2018, your Honor,
2 Kevin Riley gives a value for the Family Trust interest
3 in Montreux, \$2.7 million according to the 2018
4 financials. In 2019, we get financials that show that,
5 according to Kevin Riley, the value of the Family Trust
6 interest in Montreux is 2.5 million, so it's going down.
7 It's not going up. And we don't know to this day, how
8 many lots have been sold, we don't know how much money
9 has been generated by the sale of lots, and we don't know
10 where the money went and what expenses were paid with
11 that money. We just don't know, as we sit here right
12 now.

13 Now, when that Settlement Agreement was executed,
14 here's the status of the Family Trust. It had two
15 primary ownerships in closely held corporations, Toiyabe
16 and Buckhorn. And the rest of the holdings, your Honor,
17 in the closely held corporations are not de minimis but
18 they total \$300,000. So the big ticket items of the
19 trust, in terms of its assets, is Toiyabe, valued by
20 evidently Kevin Riley at that time at \$2.7 million. And
21 it's impossible for anybody to think that that Settlement
22 Agreement was not signed with some recognition that money
23 was there.

24 Despite the April letter -- I believe that's

1 Exhibit 19, the email that I told the court, quite
2 candidly, I was unaware of -- in April, Stan Jaksick
3 finally, after -- a year after the Settlement Agreement
4 was signed -- finally gave Kevin Riley authority to
5 disclose the financials. Kevin Riley says in that
6 exhibit that he's busy with tax yearend, says he's
7 working on PPP loans, and that he'll get to everybody
8 when he can. Despite the April letter, Exhibit 19,
9 there's still been no money. There's still been no
10 effort by Stan to say, "I want to honor the Settlement
11 Agreement. I want it to be valid and effective and
12 binding, and I want to distribute the assets of the trust
13 to the beneficiaries, and I want to pay its debts." But
14 there's still hasn't been one dollar paid.

15 To me, your Honor, that is the underlying motive
16 of why I write a brief saying, *Where is the money?* If
17 you're going to distribute this trust in a timely
18 fashion, where is the money? Why isn't money going in
19 from this asset into the Family Trust?

20 So, your Honor, with regard to *Huneycutt*, the
21 party can ask that this collateral issue that the court
22 is now considering be certified for an appeal, and that's
23 basically a *Huneycutt* proceeding that takes this up to
24 the Supreme Court and you certify it based on a party's

1 request. That's articulated -- your Honor, we can give
2 you the authority for how that's explained by the Supreme
3 Court in *Huneycutt vs. Huneycutt*, the March 2nd, 1978,
4 decision. But I don't know if that helps us or hurts us
5 in this particular case, your Honor.

6 Finally, I still go back to the fact that the
7 underlying theory in this case, no matter what we talk
8 about, is that that settlement helped everybody, helped
9 beneficiaries, helped Luke, was good for Stan, was good
10 for Todd, but it's good for nobody unless it's funded.

11 THE COURT: I'm pausing because I'm thinking.
12 Thank you all.

13 Counsel, who is the December 16 Supreme Court
14 settlement judge?

15 MR. ROBISON: David, starts with a *W*. Help me,
16 guys.

17 THE COURT: Watts-Vial.

18 MR. ROBISON: Yes, sir.

19 THE COURT: Not Watts-Vial.

20 MR. LATTIN: Wasick.

21 THE COURT: Wasick, that's correct. David
22 Watts-Vial is an Assistant District Attorney here. David
23 Wasick was a central staff attorney about 20 years ago.
24 He's a larger gentleman who has some athletic history,

1 played in the NFL maybe.

2 MR. ROBISON: Our settlement conference mediation
3 briefs have already been submitted back, I think, in
4 August or September.

5 THE COURT: Is that settlement conference by Zoom
6 or will David Wasick accommodate in person for
7 participation?

8 MR. LATTIN: It's in person, as they've set it
9 for -- they've actually designated a room in the Supreme
10 Court building, I believe, where we're going to hold it.

11 THE COURT: Ms. Reporter, I'll have a transcript
12 of this proceeding, please, at the trust's expense.

13 I want to change a word I used when I described
14 Mr. Robison's advocacy. I used the word *vicious* and I
15 don't like that word because it implies something
16 pejorative. I don't mean vicious. That was a word used
17 when describing -- I'm only putting words to allegations,
18 I'm not finding facts -- but describing Stan's efforts to
19 foment Wendy's litigation the word *vicious* was used.

20 I think a different word that I would use to
21 describe Todd's individual advocacy is fierce. It's just
22 fierce advocacy, and I hope that does not imply any
23 negative tone. But when I read about the conflicts
24 between Todd and Stan, both serving as co-trustees of the

1 Family Trust, I immediately thought, *I needed to remove*
2 *both of them*, not in reaction to the jury's verdict.
3 Counsel, I know that you'll argue that the finding was
4 de minimis but the jury did find that Todd breached his
5 fiduciary duties, and I declined Wendy's invitation to
6 remove him. I set forth the reasons why.

7 I'm not revisiting any of the past. I'm looking
8 at this round of moving papers into the future. And when
9 I hear about you haven't disclosed, I don't have to
10 disclose, you breached, I'm trying to be gentle in
11 response to your allegations I've breached but you're
12 horrible, too, when I hear all that about co-trustees and
13 I've learn from the past, not the jury's findings, I'm
14 not revisiting mine, but I know the scope of this
15 dispute. You should know I'm still thinking that if this
16 continues, I'm going to remove Todd and Stan. I'm going
17 to bring in somebody neutral who doesn't have a personal
18 interest.

19 That is -- that is a continuing inclination of the
20 court. I'm not going to make that order now. I'm not
21 even going to set a place to create that order, but you
22 should know that, because I dropped a footnote one time
23 in an order, I said, counsel, either settle the case or
24 proceed to appellate litigation because we're somewhere

1 between \$3 and 4 million -- can you tell me where we were
2 in total fees in this case, excluding Wendy who is just
3 in trustee fees, do you know about where we are right now
4 between the three of you?

5 MR. HOSMER-HENNER: Fees owed or paid?

6 THE COURT: Incurred, including Mr. Kreitlein,
7 what is the total amount?

8 MR. LATTIN: Well, I'm not -- I'm not totally up
9 to speed on everybody's fees currently, but I would say
10 it's somewhere between two-and-a-half and
11 three-and-a-half million dollars.

12 THE COURT: So when Mr. Hosmer-Henner argues that
13 with a mutually assured destruction the one thing that we
14 can know is that nothing will be distributed. And so I
15 just want you to know, I'm thinking about all that as I
16 continue a new round of litigation, how I can alter or
17 preempt the future in ways I failed to do in the past.

18 I still continue to have the inclination that the
19 jury verdict and the order after equitable trial did not
20 alter the enumerated conditions of the Settlement
21 Agreement. I think that's a separate question from
22 whether every beneficiary should have an opportunity to
23 comment and the court should have invited to make a
24 formal declarative statement as to whether it is valid or

1 invalid.

2 So I am relying upon to the extent necessary in
3 concluding that it is necessary for the court to give
4 every beneficiary an opportunity to be heard. I do that
5 knowing that I'm inviting a lot of moving papers. That's
6 okay.

7 So, Mr. Lattin, if you'll submit a proposed order
8 that sets in place that process, if you'll identify what
9 the scheduling order looks like. I haven't done this
10 before, but it seems to me that we should have a date by
11 which every interested party beneficiary must write what
12 he or she wishes, and that's probably 30 days out. If
13 you want to assert the validity of the agreement, do so.
14 If you want to assert the invalidity of the agreement, do
15 so. If you remain silent, the court will infer the
16 validity of the agreement from that beneficiary. For
17 example, if Luke doesn't write anything, I'm just going
18 to infer that he consents to the validity of the
19 agreement. I'm going to limit all moving papers to 20
20 pages.

21 MR. LATTIN: Your Honor, I believe that under the
22 process it would be a petition that would be filed on
23 behalf of the trustees to invite comment on the
24 Settlement Agreement. And then I believe there's a time

1 frame for serving and response, and I will set that forth
2 in the order.

3 THE COURT: Is that -- is that a petition for
4 instructions that you're contemplating?

5 MR. LATTIN: I think it's a petition for approval
6 of the Settlement Agreement, is what I believe. But I
7 haven't looked at it in that kind of detail yet.

8 THE COURT: Okay. I have this -- I have this
9 voice in the back of my head saying that if I invalidate
10 the Settlement Agreement, I'm going to certify a new
11 trial because it is so different than what the jury
12 considered.

13 So I'm inclined to remove Todd and Stan and bring
14 in neutral trustees to simply orderly liquidate the
15 affairs of these two trusts. I'm inclined to grant a new
16 trial if I find the Settlement Agreement is unapproved.

17 If the Settlement Agreement is approved, I'm
18 inclined to find that all conditions have been met and
19 Stan may buy the lake home under the terms prescribed.

20 And I'm inclined to research and find some way to
21 communicate with the Supreme Court that my supervision
22 jurisdiction continues and that I'm entering an order
23 that may affect the appeal and they might want to accept
24 my inclinations or send it back down to me for other

1 purposes.

2 So we're at the beginning, I guess, of Chapter 2,
3 counsel, and Mr. and Mr. Jaksick -- and I think Ms.
4 Jaksick.

5 Can you get an order to me, Mr. -- I'd like a very
6 brief order that memorializes what I've said, even if the
7 order includes the direction for you to file your
8 petition, but let's have something, Mr. Lattin.

9 MR. LATTIN: Okay. I will get it to you. I have
10 another matter tomorrow and Friday. I'll try to get it
11 to you -- do you want me to submit it to other counsel
12 before?

13 THE COURT: I want you to submit it to me and, at
14 the same time, submit it to other counsel. Typically,
15 you would submit it to them first, wait, I think, five
16 days and then submit it to me.

17 MR. LATTIN: Right.

18 THE COURT: Submit it to me, and then I'll invite
19 them to respond if they wish. I hope they don't respond
20 to the content of the order. I intend for your order to
21 be neutral.

22 MR. LATTIN: Very straightforward and brief.

23 THE COURT: You do not have to include any of the
24 inclinations I just expressed. I said those because I

1 know I'll be reading this transcript and I just wanted to
2 put a placeholder for the thoughts right now, but you
3 don't have to include any of those inclinations.

4 MR. LATTIN: Okay. I will get it to you Monday
5 before close of business.

6 THE COURT: It is important to me that you include
7 a page limitation.

8 MR. LATTIN: A page limit -- I'm sorry, a page
9 limit on what?

10 THE COURT: Twenty pages.

11 MR. LATTIN: Connected to what the objections
12 would be?

13 THE COURT: Yes. You're going to file a petition
14 for this court, I believe, approve -- I don't know what
15 your client's position actually is going to be, Mr.
16 Lattin, in terms of approval or disapproval of this
17 Settlement Agreement, but anybody who objects -- anybody
18 who wishes be to be heard on the approval or disapproval,
19 I need them to write it in 20 pages or less.

20 MR. LATTIN: Okay. Thank you. I will -- I will
21 put that in the order.

22 THE COURT: Okay. Now, to Mr. Hosmer-Henner and
23 Mr. Robison, can you improve my oral pronouncement in
24 Mr. Lattin's order in any way, not substantively but

1 procedurally?

2 MR. ROBISON: Your Honor, I have nothing to add.

3 THE COURT: Mr. Hosmer-Henner?

4 MR. HOSMER-HENNER: Your Honor, I believe I
5 understand that you are considering setting that approval
6 hearing separately from the motion that is currently at
7 issue with respect to the validity of settlement?

8 THE COURT: That's a good suggestion. Why don't
9 you in the order identify the approval hearing date now,
10 Ms. Clerk, after we go off record, if sometime in the
11 next couple of days you can organize an email
12 communication to include Wendy's counsel so that there is
13 a three-hour block of time set aside for a hearing on
14 whatever is filed.

15 MR. HOSMER-HENNER: Then, your Honor, I have two
16 additional thoughts or suggestions. The first is if you
17 are inclined to preliminarily approve the Settlement
18 Agreement, then the next question becomes not a petition
19 from the trustees' position or objection and then a
20 continued motion practice, but just like in a class
21 action settlement, a preliminarily approval and then all
22 interested parties could object by a certain date, I
23 think that will be our preference with respect to
24 procedure.

1 The other option would be rather than have all
2 interested parties file their support in favor of the
3 approval or disapproval by a certain date, that it might
4 be preferable just to have Todd and Stan's willingness in
5 briefs in support of the Settlement Agreement filed after
6 the objections; otherwise, there's a significant amount
7 of motion practice that will become due all at one time
8 and I don't think it would be responsive to one another.

9 THE COURT: You're right. I don't want
10 oppositions and replies in the same way I didn't allow
11 them last time. What I anticipated doing -- but your
12 comments, sir, are well taken -- I want everybody's
13 initial papers seeking approval or disapproval, but then
14 we should also give everybody an opportunity for a
15 pre-hearing statement, 48 hours before the hearing, so
16 you can comment upon what you read. I don't want to go
17 into normal motion practice, oppositions and replies.

18 MR. LATTIN: Your Honor, may I inquire, do you
19 want that comment that you just referenced regarding
20 pre-hearing statement in the order?

21 THE COURT: Yes, sir.

22 MR. LATTIN: Okay. I will put that in. Thank
23 you.

24 THE COURT: Yes, sir. And, counsel, I kind of

1 want to see what Todd and Stan file, to be honest with
2 you, because if they file competing positions, then it
3 helps me understand whether they should continue their
4 services as trustees if they're litigating against each
5 other.

6 And I don't want to do Mr. Hosmer-Henner's analogy
7 of class action procedure of tentative approval. I think
8 we're -- I'll stick with what I ordered.

9 Should I set a time by which Todd decides whether
10 he files claims against Stan, breach of fiduciary duty
11 being the primary claim that was raised in his individual
12 moving papers?

13 MR. ROBISON: I would ask that you not, your
14 Honor. If the agreement is valid and it's performed, it
15 worked. We don't know whether it's going to be
16 performed.

17 THE COURT: Okay. I certainly don't want to
18 invite that litigation but I also don't want it to be
19 a -- I just don't want it to be an influence hovering
20 above us in the cosmos. Your moving papers were pretty
21 strong, Mr. Robison.

22 MR. ROBISON: Your Honor, if everybody complies
23 with the spirit and intent of that agreement and it's
24 funded, and Stan gives his interests, we're done. Unless

1 Wendy's lawyer is upset. It has to be funded.

2 THE COURT: Okay. Thank you, everybody.

3 MR. ROBISON: Thank you, your Honor.

4 THE COURT: Nice to see you.

5 MR. LATTIN: Thank you, your Honor.

6 THE COURT: Leave the session and that will end --

7 THE CLERK: Your Honor, do the exhibits need to be
8 admitted?

9 THE COURT: Thank you, Ms. Clerk.

10 You reference them a few times, Mr. Hosmer-Henner.
11 I'd be happy to just admit them as electronically
12 submitted, unless there's any objection.

13 MR. HOSMER-HENNER: Your Honor, we do have
14 objections to certain of the exhibits, evidentiary
15 objections, such as the text messages that we think were
16 in violation of the settlement privilege.

17 Our preference is that we submit it -- it was kind
18 of an awkward procedural situation because we included
19 the exhibits for your reference with regard to this
20 limited motion. My preference is not to seek admission
21 of these exhibits at this time.

22 THE COURT: So let me acknowledge that the process
23 was influenced by our Zoom and our COVID pandemic;
24 otherwise, we wouldn't have this question. I'm not going

1 to admit any of them. Frankly, I didn't read anything
2 this morning that I hadn't previously read -- well,
3 excuse me. There was an email subsequent to Mr. Riley.
4 If you want to individually admit any document, file a
5 quick motion and we'll see if there's an opposition. You
6 probably, Mr. Hosmer-Henner, want to admit the email.

7 MR. HOSMER-HENNER: Your Honor, we included a
8 declaration from Stan with respect to that email. If
9 this were decided to the motion papers without a hearing,
10 we wouldn't go through the process of admitting these
11 exhibits. So my question is just whether in order for
12 you to consider them as part of this motion practice we
13 need to formally admit them as evidence in the case.

14 THE COURT: They are not admitted, Ms. Clerk.

15 MR. ROBISON: Your Honor, with regard to the
16 procedure, we attached exhibits to our moving papers in
17 our oppositions and they're addressed by various parties
18 in the briefing. And then we have a list of exhibits
19 which includes the same things. Is your order excluding
20 admissibility of the exhibit list, how does that affect
21 what we've attached to our briefs?

22 THE COURT: Not at all.

23 MR. ROBISON: Thank you.

24 THE COURT: Not at all. I just have 22 exhibits

1 that were submitted in advance of this hearing. They're
2 part of the court record but I'm just not going to
3 formally admit them. I am not excluding in any way the
4 exhibits that were attached to the moving papers which,
5 counsel, you know I read. I referenced them in my order.
6 I just don't know what they are.

7 MR. ROBISON: Thank you.

8 THE COURT: All right. Anything else?

9 MR. ROBISON: Nothing.

10 MR. LATTIN: Nothing, your Honor.

11 THE COURT: The court will leave the session.

12 Good day to all of you.

13 (At 10:50 a.m., court adjourned.)

14 * * * * *

1 STATE OF NEVADA)
2) ss.
3 COUNTY OF WASHOE)

4 I, ERIN T. FERRETTO, an Official Reporter
5 of the Second Judicial District Court of the State of
6 Nevada, in and for the County of Washoe, DO HEREBY
7 CERTIFY:

8 That I was present in Department No. 15 of
9 the above-entitled Court on WEDNESDAY, OCTOBER 14TH,
10 2020, and took verbatim stenotype notes of the
11 proceedings had upon the matter captioned within, and
12 thereafter transcribed them into typewriting as herein
13 appears;

14 That the foregoing transcript is a full,
15 true and correct transcription of my stenotype notes of
16 said proceedings.

17 That I am not related to or employed by any
18 parties or attorneys herein, nor financially interested
19 in the outcome of these proceedings.

20
21 DATED: This 2nd day of November, 2020.

22
23 /s/ Erin T. Ferretto

24 ERIN T. FERRETTO, CCR #281

1 Donald A. Lattin, Esq., NSB #693
2 Carolyn K. Renner, Esq., NSB #9164
3 Maupin, Cox & LeGoy
4 4785 Caughlin Parkway
5 Reno, Nevada 89520
6 (775) 827-2000 - telephone
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8 dlattin@mcllawfirm.com
9 crenner@mcllawfirm.com
10 *Attorneys for Petitioners*

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

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

CASE NO. PR17-00445

DEPT. NO. 15

_____/ CONSOLIDATED

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

CASE NO. PR17-00446

DEPT. NO. 15

_____/

STIPULATION AND SCHEDULING ORDER

Donald A. Lattin and Carolyn K. Renner, Maupin, Cox & LeGoy for Petitioners Todd B. Jaksick and Michael S. Kimmel, as Co-Trustees of The Samuel S. Jaksick, Jr. Family Trust, and Todd B. Jaksick, as Trustee of The SSJ's Issue Trust; Kent Robison, Robison, Simons, Sharp & Brust, for Todd B. Jaksick, individually; Phil Kreitlein, Kreitlein Law Group, and Adam Hosmer-Henner, McDonald Carano, for Stanley Jaksick; and Mark Connot, Fox Rothschild LLP and R. Kevin Spencer, and Zachary E. Johnson, for Respondent, Wendy Jaksick HEREBY STIPULATE AND AGREE AS FOLLOWS:

1 Nature of Action: Trust Litigation

2 Date of Filing Joint Case Conference Report(s): N/A

3 **Trial Date:** February 4, 2019 at 9:00 a.m. **PTC:** January 8, 2019 at 3:00 p.m.

4 Days Required for Trial: Two (2) Weeks Jury Demand Filed: Yes, by Wendy Jaksick

- 5 1. Complete all discovery on or before: October 31, 2018
- 6 2. File motions to amend pleadings or join parties on or before: August 2, 2018
- 7 3. Make initial expert disclosures pursuant to NRCP 16.l(a)(2) on or before:
8 August 2, 2018
- 9 4. Make rebuttal expert disclosures pursuant to NRCP 16.l(a)(2) on or before:
10 September 4, 2018
- 11 a. Written reports of experts waived: ____ yes X no
- 12 5. Motions in limine to be filed on or before: November 30, 2018.
- 13 a. Oppositions to be filed on or before: December 17, 2018
- 14 b. Replies to be filed and motions submitted on or before: January 7, 2019
- 15 6. All pretrial motions, including dispositive motions, to be submitted on or before:
16 January 7, 2019
- 17 7. Trial statements to be filed and served on or before: January 25, 2019
- 18 8. All proposed jury instructions and verdict forms must be submitted on or before:
19 January 25, 2019
- 20 9. Counsel shall appear to address all pre-trial matters on: January 8, 2019 at 3:00
21 p.m.

22 This schedule will not be modified except by leave of Court or the Discovery
23 Commissioner upon a showing of good cause. Initial disclosures must be made when required
24 by NRCP 16.l(a)(1), or 14 days after entry of this Order. All expert disclosures required by NRCP
25 16.l(a)(2) shall be made at least 90 days before the discovery cutoff date. All pretrial disclosures
26 required by NRCP 16.l(a)(3) must be made at least 30 days before trial. Within 14 days thereafter,

1 each party must serve a list disclosing 1) any objections to the use under Rule 32(a) of a
2 deposition designated by another party under NRCp 16.1(a)(3)(B); and 2) any objection, together
3 with the grounds therefor, that may be made to the admissibility of materials identified under
4 NRCp 16.1(a)(3)(C), unless otherwise ordered by this Court.

5 A continuance of trial does not extend the deadline for completing discovery. Motions
6 for extensions of discovery shall be made to the Discovery Commissioner prior to the expiration
7 of the discovery deadline above. A request for an extension of the discovery deadline may be
8 included as part of any motion for continuance of trial. The parties may include an agreement to
9 extend discovery in a stipulation to continue trial presented for court order. Any modification of
10 discovery deadlines must be in writing and signed by the parties or their attorneys (or authorized
11 representatives) and the Discovery Commissioner.

12 Unless otherwise ordered, all discovery disputes (except disputes presented at a pretrial
13 conference or at trial) must be first heard by the Discovery Commissioner.

14 **NRS 239B.030 CERTIFICATION**

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

17
18 Dated this 31st day of January, 2018.

Dated this 24th day of January, 2018.

19 MAUPIN COX & LEGOY

ROBISON, SIMONS, SHARP & BRUST

20 By: Donald A. Lattin

By: Kent R. Robison

21 Donald A. Lattin, Esq., NSB No. 693
22 Carolyn K. Renner, Esq., NSB #9164
23 4785 Caughlin Parkway
24 Reno, NV 89519
T: (775) 827-2000
Attorneys for Petitioners

Kent R. Robison, Esq., NSB No. 1167
71 Washington St.
Reno, NV 89501
T: (775) 329-3151
Attorneys for Todd B. Jaksick

25 ///

26 ///


1 Dated this ____ day of _____, 2018.

2 KREITLIEN LAW GROUP

3 By: _____
4 Phillip L. Kreitlen, Esq., NSB No. 5394
5 470 E. Plumb Lane
6 Suite 310
7 Reno, NV 89502
8 T: (775) 786-2222
9 *Attorneys for Stanley Jaksick*

10 Dated this ____ day of _____, 2018.

11 FOX ROTHSCHILD LLP

12 By: 
13 Mark J. Connot, Esq., NSB No. 10010
14 1980 Festival Plaza Drive, #700
15 Las Vegas, NV 89135
16 T: (702) 262-6899
17 *Attorneys for Wendy A. Jaksick*

18 and

19 (Pro Hac Vice to be filed)
20 SPENCER LAW, P.C.
21 R. Kevin Spencer, Texas Bar No. 00786254
22 Zachary E. Johnson, Texas Bar No. 24063978
23 500 n. Akard Street, Suite 2150
24 Dallas, TX 75201
25 *Attorneys for Wendy A. Jaksick*

26 **ORDER**

The Court having reviewed the above Stipulation and Scheduling Order, and good cause appearing therefor,

IT IS HEREBY ORDERED that the Stipulation and Scheduling Order is approved.

Dated this ____ day of _____.

David A. Hardy
District Court Judge

1 Dated this ____ day of _____, 2018.

Dated this 24 day of January, 2018.

2 KREITLIEN LAW GROUP

MCDONALD, CARANO, WILSON, LLP

3 By: _____

By: _____

4 Phillip L. Kreitlen, Esq., NSB No. 5394
470 E. Plumb Lane
5 Suite 310
Reno, NV 89502
6 T: (775) 786-2222
Attorneys for Stanley Jaksick

Adam Hosmer-Henner, Esq., NSB No. 12279
100 W. Liberty Street
10th Floor
Reno, NV 89501
T: (775) 788-2000
Attorneys for Stanley Jaksick

7 Dated this ____ day of _____, 2018.

8 FOX ROTHSCHILD LLP

9 By: _____

10 Mark J. Connot, Esq., NSB No. 10010
11 1980 Festival Plaza Drive, #700
12 Las Vegas, NV 89135
13 T: (702) 262-6899
Attorneys for Wendy A. Jaksick

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500 n. Akard Street, Suite 2150
18 Dallas, TX 75201
Attorneys for Wendy A. Jaksick

19 **ORDER**

20 The Court having reviewed the above Stipulation and Scheduling Order, and good cause
21 appearing therefor,

22 IT IS HEREBY ORDERED that the Stipulation and Scheduling Order is approved.

23 Dated this ____ day of _____.

24
25 _____
26 David A. Hardy
District Court Judge

1 Dated this 31st day of January, 2018.

2 KREITLIEN LAW GROUP

3 By: [Signature]
4 Philip L. Kreitlien, Esq., NSB No. 5394
5 470 E. Plumb Lane
6 Suite 310
7 Reno, NV 89502
T: (775) 786-2222
Attorneys for Stanley Jaksick

Dated this ____ day of _____, 2018.

MCDONALD, CARANO, WILSON, LLP

By: [Signature]
Adam Hosmer-Henner, Esq., NSB No. 12279
100 W. Liberty Street
10th Floor
Reno, NV 89501
T: (775) 788-2000
Attorneys for Stanley Jaksick

8 Dated this ____ day of _____, 2018.

9 FOX ROTHSCHILD LLP

10 By: [Signature]
11 Mark J. Connot, Esq., NSB No. 10010
12 1980 Festival Plaza Drive, #700
13 Las Vegas, NV 89135
T: (702) 262-6899
Attorneys for Wendy A. Jaksick

14 and

15 (Pro Hac Vice to be filed)
16 SPENCER LAW, P.C.
17 R. Kevin Spencer, Texas Bar No. 00786254
18 Zachary E. Johnson, Texas Bar No. 24063978
19 500 n. Akard Street, Suite 2150
Dallas, TX 75201
Attorneys for Wendy A. Jaksick

20 **ORDER**

21 The Court having reviewed the above Stipulation and Scheduling Order, and good
22 cause appearing therefor,

23 IT IS HEREBY ORDERED that the Stipulation and Scheduling Order is approved.

24 Dated this 1st day of Feb.

25 [Signature]
26 David A. Hardy
District Court Judge



Jessica Clayton <jtclaytone@gmail.com>

Fwd: Jackrabbit Capital Call

1 message

Jessica Clayton <jtclaytone@gmail.com>
To: Jessica Clayton <jtclaytone@gmail.com>

Mon, May 14, 2018 at 1:52 PM

From: Stan Jaksick <ssj3232@aol.com>
Date: December 14, 2017 at 5:38:25 PM PST
To: "LeGoy, Bob" <blegoy@mcllawfirm.com>
Cc: Michael Kimmel <mkmichel@nevadalaw.com>, Todd Jaksick <tjaksick@gmail.com>, "McQuaid, Brian" <bmcquaid@mcllawfirm.com>, "Lattin, Don" <dlattin@mcllawfirm.com>, Kevin Riley <kevin@rmb-cpa.com>
Subject: Re: Jackrabbit Capital Call

Hey Guys

Sorry for involving you in these issues and
Bob thank you for your efforts in trying to get us to resolve these disputes but Todd's indemnification agreement has a far bigger impact on the Trust then any Lawsuit or attorney fees ever will.

The only option is for Todd to pay for his percentage. I'll pay for mine and so on, This is a matter of principle and never the intentions of my father.

I borrowed money from my dad many times and the key word is BORROWED. I paid him back 90% of the time whether it was for a small loan or my interest in Montreux. I'm not gonna get into what Todd has & hasn't paid for but he has plenty of money and can pay for his own capital calls in an investment that will surely make him and his Trust a lot of money.

I have filed an objection with the court regarding this matter so until it is heard or Todd changes his indemnification agreement substantially (he knows where I'm coming from) the trust is not going to make his payments and last thing to do is hire another Attorney to give us an Opinion weeks before we appear before the Judge.

Sent from my iPhone

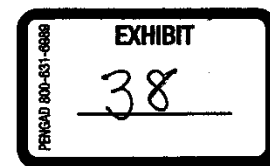
On Dec 14, 2017, at 3:01 PM, LeGoy, Bob <blegoy@mcllawfirm.com> wrote:

Mike,

You make the great point that these disputes are costing the trust and all the parties a substantial amount of fees (and stress). And as we all know, the disputes are only beginning. The costs of these litigations will be staggering, greatly damaging Sam's Trusts and the beneficiaries' personal estates. Our firm thanks all of you for your efforts to resolve these disputes as soon as possible.

Bob LeGoy

L. Robert LeGoy, Jr., Esq.



TJ 1782

WJ 004421

Maupin, Cox & LeGoy
4785 Caughlin Parkway

P.O. Box 30000

Reno, Nevada 89520

(775) 827-2000

(775) 827-2185 (facsimile)

Legal Assistant: Sue Mann

blegoy@mcllawfirm.com

www.mcllawfirm.com

CONFIDENTIALITY -- This message is intended to be confidential and directed only to the person/entity as addressed above. Furthermore, the contents of this message and any attachments hereto may be subject to the attorney-client privilege and/or work product doctrine and should not be disclosed to other parties or distributed/copied in any way. If you have received this message in error, please reply by e-mail to inform us and delete any copies from your hard drive. Thank you.

---Original Message---

From: Michael Kimmel [mailto:mkimmel@nevadalaw.com]

Sent: Thursday, December 14, 2017 2:52 PM

To: Stan Jaksick

Cc: Todd Jaksick; Kevin Riley; McQuaid, Brian; LeGoy, Bob

Subject: Re: Jackrabbit Capital Call

If I correctly understand trust counsel's prior advice, the trust cannot make loans for assets held by related entities.

Todd's demand related to the indemnity agreement is a separate issue. Stan has objected to the enforceability or the scope of the indemnity (or maybe both). I generally understand the nature of Stan's objection, but I have not yet seen the legal argument in support of the objection and, at least so far, am not quite sure on what basis I can just ignore the existence of the agreement.

We can discuss this more in our meeting next week but, in the absence of some consensus between Stan and Todd related to the indemnity agreement, I will likely have no choice but to request that the Trust engage separate legal counsel to issue an opinion letter related to the enforceability and scope of the indemnity. I can only imagine what such an opinion will cost but I'm not sure what else I can do at this point.

TJ 1783

WJ 004422

On Dec 14, 2017, at 2:30 PM, Stan Jaksick <ssj3232@aol.com> wrote:

Todd

As we previously discussed I am ok with the Trust loaning you the money for your payment but you will need to have someone draw up the loan documents.

I would prefer that everyone pay there own percentage, like ALL the other partners, with the exception of Wendy/Lukes interest, which list the Trust as the responsible party under your option A and does make sense for the Trust to pay.

I do not agree with your Indemnification agreement and have filed an objection to it, and will not agree to the Trust making your payments on a valuable asset that you have a very good opportunity to profit from down the road.

As you know my request for a small LOAN (10K which included a Promissory note) was not allowed for the Montreux Dev Group (HOA Fees), so my only option is a Capital call in which I'm responsible for my 50% interest.

Stan

Sent from my iPhone

On Dec 13, 2017, at 4:36 PM, Todd Jaksick
<tjaksick@gmail.com> wrote:

Looking forward to talking with you guys. We have a few positive developments related to Jackrabbit. Please see the attached revised capital call request that is needed ASAP but no later than December 22 2017

<Jackrabbit_Capital Call_ChartA_B.pdf>

Thank you

Todd

(775)771-2122

TJ 1784

WJ 004423

Mike, Stan and Kevin,

Jackrabbit Properties' executive committee approved a capital call of \$120,000. The minority owners have agreed and are planning to mail in their cumulative total of 36%.

The majority partners' (64%) contribution totals the sum of \$ 76,800.

Please see attached breakdown.

Chart A (shaded area) – is how we have been handling past capital calls over the last several years

Chart B – shows revised payment method post recent discussion with Trust Team

Jackrabbit's capital call is time-sensitive. Jackrabbit needs the capital call to be funded no later than 12/22/17.

I'm requesting the portion of the capital call for the TBJ Investment Trust and Todd Jaksick LLC (totaling \$50,508) be paid by the Samuel S Jaksick Jr Family Trust pursuant to the 2008 Indemnification and Contribution Agreement.

Chart A	
\$24,000.00	20.0000% Greenshoot Holdings LLC
\$12,960.00	10.8000% SC Ranch
\$6,240.00	5.2000% George J. Brown 1986 Rev. Trust
\$34,430.40	28.6920% TBJ Investment Trust (100% owner of SmkCrk Ranch LLC)
\$4,800.00	4.0000% Todd B Jaksick LLC
\$33,832.32	28.1936% Samuel S Jaksick Jr Trust
\$3,737.28	3.1144% Stan Jaksick II LLC
<u>\$120,000.00</u>	
Capital Call	
	\$76,800.00

Chart B	
\$24,000.00	20.0000% Greenshoot Holdings LLC
\$12,960.00	10.8000% SC Ranch
\$6,240.00	5.2000% George J. Brown 1986 Rev. Trust
\$45,708.00	38.0900% TBJ Investment Trust (100% owner of SmkCrk Ranch LLC)
\$4,800.00	4.0000% Todd B Jaksick LLC
\$2,255.64	1.8797% Samuel S Jaksick Jr Irrv Grandchild Tr No 2
\$9,022.44	7.5187% Wendy Jaksick Trust under SJ Trust Family Agreement
\$15,013.92	12.5116% Stan Jaksick II LLC
<u>\$120,000.00</u>	
Capital Call	