

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

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

TODD B. JAKSICK, INDIVIDUALLY AND AS CO-  
TRUSTEE OF THE SAMUEL S. JAKSICK, JR.  
FAMILY TRUST, AND AS TRUSTEE OF THE SSJ'S  
ISSUE TRUST; MICHAEL S. KIMMEL,  
INDIVIDUALLY AND AS CO-TRUSTEE OF THE  
SAMUEL S. JAKSICK, JR. FAMILY TRUST; KEVIN  
RILEY, INDIVIDUALLY AND AS A FORMER  
TRUSTEE OF THE SAMUEL S. JAKSICK, JR.  
FAMILY TRUST, AND AS TRUSTEE OF THE  
WENDY A. JAKSICK 2012 BHC FAMILY TRUST;  
AND STANLEY JAKSICK, INDIVIDUALLY AND AS  
CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR.  
FAMILY TRUST,

Appellants/Cross-Respondents,

vs.

WENDY JAKSICK,

Respondent/Cross-Appellant.

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Case No.: 81470

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

**RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S  
APPENDIX, VOLUME 20**

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Dated this 14th day of June, 2021.

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## **CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S APPENDIX, VOLUME 20** 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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**SECOND JUDICIAL DISTRICT COURT**

**WASHOE COUNTY, NEVADA**

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

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

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

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

WENDY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, INDIVIDUALLY, AS CO-  
TRUSTEE OF THE SAMUEL S. JAKSICK, JR.  
FAMILY TRUST, AND AS TRUSTEE OF THE  
SSJ'S ISSUE TRUST; MICHAEL S. KIMMEL,  
INDIVIDUALLY AND AS CO-TRUSTEE OF  
THE SAMUEL S. JAKSICK, JR. FAMILY  
TRUST; AND STANLEY S. JAKSICK,  
INDIVIDUALLY AND AS CO-TRUSTEE OF  
THE SAMUEL S. JAKSICK, JR. FAMILY  
TRUST; KEVIN RILEY, INDIVIDUALLY AND  
AS FORMER TRUSTEE OF THE SAMUEL S.  
JAKSICK, JR. FAMILY TRUST AND TRUSTEE  
OF THE WENDY A. JAKSICK 2012 BHC  
FAMILY TRUST,

Petitioners and Counter-Respondents.

**WENDY JAKSICK'S EMERGENCY  
MOTION TO EXTEND DISCOVERY,  
EXPERT DESIGNATION  
DEADLINES, AND TRIAL**

//

1 Wendy A. Jaksick (“Wendy”), by and through her undersigned counsel, files this  
2 *Emergency Motion to Extend Discovery, Expert Designation Deadlines, and Trial* (the “Motion”)  
3 and respectfully shows the Court as follows:

4 **RELIEF REQUESTED**

5 1. Wendy requests the Court grant this *Motion* and extend the current October 31,  
6 2018 deadline to complete discovery and the October 1, 2018 deadline to make initial expert  
7 disclosures a minimum of 120 days. Extending these deadlines will also impact the currently  
8 scheduled February 2019 trial date.

9 **INTRODUCTION**

10 2. Samuel S. Jaksick, Jr. Samuel S. Jaksick, Jr. (“Samuel”) loved his wife, Janene,  
11 his three (3) children, Stanley S. Jaksick (“Stanley”), Todd B. Jaksick (“Todd”) and Wendy A.  
12 Jaksick (“Wendy”), and his grandchildren very much. He supported them throughout their lives  
13 and always made it clear he intended to support them when he passed. He was also very proud  
14 of the property and wealth he had accumulated and intended his family enjoy and benefit from  
15 that property for generations. Samuel engaged in estate planning and the creation and funding  
16 of, primarily, two (2) trusts to accomplish his objectives.

17 3. The Samuel S. Jaksick, Jr. Family Trust. Samuel executed The Samuel S.  
18 Jaksick, Jr. Family Trust Agreement (As Restated) (the “Family Trust Agreement”) establishing  
19 The Samuel S. Jaksick, Jr. Family Trust (the “Family Trust”) on June 29, 2006. The Family  
20 Trust was funded with significant property at the time it was created. The purpose of the Family  
21 Trust was to provide for Samuel during his life and, upon his death, to provide for his wife  
22 through the funding of a Marital Trust and for his children through the funding of a Decedent’s  
23 Trust. The Decedent’s Trust essentially provides each of Samuel’s children a one-third interest  
24 in the Decedent’s Trust and for the distribution of income and principal for his children’s health,  
25 education, support and maintenance.<sup>1</sup> The Decedent’s Trust also provides for discretionary  
26 distributions of certain principal for the health, education, support and maintenance of his

27 \_\_\_\_\_  
28 <sup>1</sup> Paragraphs D.4. and F.1. of Article II of the Family Trust Agreement.

1 grandchildren.<sup>2</sup> However, Samuel's primary intent and purpose to provide for his children is  
2 made clear by the Family Trust, which provides "the primary concern of the Grantor is the proper  
3 health, education, support, and maintenance of the Beneficiary, and the interest of the other  
4 beneficiaries in the trust are to be subordinate to those of the Beneficiary."<sup>3</sup>

5 4. Samuel was designated as the initial Trustee of the Family Trust.<sup>4</sup> If at any time  
6 Samuel failed to serve as Trustee and failed to appoint a successor trustee, the Family Trust  
7 provides that Stanley, Todd and another person designated in the Family Trust were to serve as  
8 Co-Trustees.<sup>5</sup>

9 5. Todd was designated to serve as the sole Trustee of the Issue Trust ("Issue  
10 Trustee")<sup>6</sup> and has served in that capacity since the Issue Trust was established in February 2007.

11 6. Samuel's Death. Samuel died in a tragic accident on April 21, 2013.

12 7. Successor Trustees. As a result of Samuel's death, Todd, Stanley and Kevin  
13 Riley ("Kevin") were appointed and served as Co-Trustees of the Family Trust. On July 31,  
14 2013, Kevin purportedly resigned as Co-Trustee and Todd and Stanley served as two Co-  
15 Trustees until December 2016, when Todd purportedly appointed Michael S. Kimmel  
16 ("Michael") to serve as the third Co-Trustee under the authority of the Purported Second  
17 Amendment. Todd, Stanley and Michael shall be known herein as the "Family Trust Co-  
18 Trustees".

19 8. Termination of Trust Support for Wendy. In direct and deliberate breach of their  
20 fiduciary duties, on July 27, 2017, Todd's Trust counsel sent a letter to Wendy delivering a  
21 \$5,000.00 check and communicating it would be the last payment she would receive from the  
22 Family Trust "until all Trust matter have been resolved."

23 9. Trust Litigation. On August 2, 2017, over four (4) years after Samuel's death, two  
24

25 <sup>2</sup> Paragraph F.2. and F.1. of Article II of the Family Trust Agreement.

26 <sup>3</sup> Paragraph F.2. of Article II of the Family Trust Agreement.

27 <sup>4</sup> Paragraph A. of Article IV of the Family Trust Agreement.

28 <sup>5</sup> *Id.*

<sup>6</sup> Paragraph A. of Article IV of the Issue Trust Agreement.

1 of the three Family Trust Co-Trustees and the Issue Trustee filed *Petitions for Confirmation of*  
2 *Trustees and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings*  
3 *and Other Trust Administration Matters* (the “Petitions”) instituting the current litigation involving  
4 the Trusts and Wendy. The Petitions seek Court approval of purported trust accountings (the  
5 “Purported Trust Accounting”) for the period April 2013 through December 31, 2016, as well as  
6 ratification and Court approval of numerous actions taken by Trustees relieving Trustees from  
7 liability from such actions. Tellingly, Stanley, in his capacity as Co-Trustee of the Family Trust,  
8 refused to join the Purported Trust Accountings and refused to join and pursue the *Petitions*. In  
9 fact, on October 10, 2017, Stanley filed objections to the approval of the Purported Trust  
10 Accountings, an objection concerning the ownership of the real property located at Incline Village,  
11 Nevada and an objection to the purported indemnity agreement dated January 1, 2008, between  
12 Samuel, the Family Trust and Todd (the “Purported Indemnification Agreement”).

13 10. Failure to Disclose. The Family Trust Co-Trustees and the Issue Trustee have  
14 refused to keep Wendy informed and failed to fully disclose to her information concerning the  
15 assets and property of the respective Trusts, their administration of the respective Trusts and the  
16 transactions they were conducting on behalf of the respective Trusts. The Family Trust Co-  
17 Trustees and Issue Trustee used their positions to control and utilize the assets and property of  
18 the respective Trusts for their personal benefit at the expense of the Trusts, Wendy and Wendy’s  
19 interest in the Trusts; much of the latter was confirmed in the deposition of Todd thus far.

20 11. Wendy’s Answers and Objections. After years of being kept in the dark by the  
21 Trustees due to their total or gross failure to disclose, Wendy was forced to respond, answer and  
22 object to the *Petitions* or risk losing her rights to complain about Trustee actions and  
23 administrations. As a result, on October 10, 2017, Wendy filed *Wendy Wendy A. Jaksick’s Answer*  
24 *to Petition for Approval of Accounting and Other Trust Administration Matters and Objection to*  
25 *Approval of Accountings and Other Trust Administration Matters* in the Family Trust Matter (Case  
26 No. PR17-0446) and the Issue Trust Matter (PR17-0445) (collectively, the “Answers and  
27 Objections”).  
28

1           12.     Initial Scheduling/Case Management Conference. On January 4, 2018, the Court  
2 held an initial Case Management Conference. At that time, Wendy had not yet filed her Counter-  
3 Petition, nor had Stanley Jaksick filed his Counter-Petition. At that hearing, the Court set the  
4 following schedule: expert disclosure deadline August 1, 2018, discovery deadline October 31,  
5 2018, and trial was scheduled to commence on February 4, 2019.

6           13.     Wendy's Counter-Petition. On January 19, 2018, Wendy filed her *Counter-Petition*  
7 *to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of*  
8 *Independent Trustee(s), and for Declaratory Judgment and Other Relief* (the "Counter-Petition").  
9 Wendy's Counter-Petition was Wendy's first offensive pleading alleging various causes of action  
10 against the Trustees related to their administration of the Trusts and numerous breaches of fiduciary  
11 duties. On February 20, 2018, Wendy filed her *First Amended Counter-Petition to Surcharge*  
12 *Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent*  
13 *Trustee(s), and for Declaratory Judgment and Other Relief* (the "First Amended Counter-Petition").  
14 Todd Jaksick as an individual and in his capacity as Trustee of the trusts filed a motion to dismiss.  
15 After briefing, the Court ultimately denied the motions to dismiss on March 30, 2018. Todd Jaksick  
16 filed his answers to the Counter-Petition on April 9 and April 13, 2018, which was the first date that  
17 Todd asserted his defenses to the Counter-Petition.

18           14.     Todd's Counsel's Requests to Enlarge Discovery. On March 7, 2018, counsel for all  
19 Parties appeared for a case management conference with Judge David A. Hardy. Despite the fact  
20 that Wendy is merely a beneficiary of the Trusts, at the conference, counsel for Todd, in his  
21 Individual capacity, requested no less than 20 hours of deposition time of Wendy. At that time,  
22 Todd's Trust counsel requested five to six hours of deposition time in addition to the 20 hours  
23 requested by Todd's Individual counsel. In support of their request to take a combined 26 hours of  
24 deposition time of Wendy as a mere beneficiary of the Trusts, Todd's counsel argued that such time  
25 was necessary because of the issues raised in the Counter-Petition. Wendy's counsel objected to  
26 the four days of deposition time requested by Todd's counsel. Amazingly, the requested four days  
27 did not include time the other parties would be entitled to depose Wendy. After considering  
28



1 arguments of counsel, Judge Hardy ordered Wendy's deposition time would be limited to three days  
2 and that his order was reciprocal.

3 15. At that time, Todd's counsel also requested Todd be permitted to propound 60  
4 interrogatories on Wendy. In support of their request, Todd's counsel argued that such time was  
5 necessary because of the issues raised by Wendy in the Counter-Petition. Judge Hardy granted the  
6 request over Wendy's objection and confirmed his order was reciprocal. It is important to note that  
7 Todd's request to greatly enlarge the time for the deposition of Wendy as a beneficiary as well as  
8 the number of interrogatories to be served on Wendy was almost two months after the Court has set  
9 the original schedule for discovery and trial.

10 16. Interrogatories to Wendy. On April 20, 2018, Todd served *Todd Jaksick's First Set*  
11 *of Interrogatories to Wendy Jaksick* (the "Wendy Interrogatories"), which included 60  
12 interrogatories. On May 25, 2018, Wendy served *Respondent Wendy A. Jaksick's Objections and*  
13 *Responses to Todd Jaksick's First Set of Interrogatories to Wendy Jaksick*, which included minimal  
14 objections and substantive responses to the 60 interrogatories. Preparing and timely serving these  
15 responses required a substantial amount of time, effort and cost by Wendy and/or her counsel.

16 17. Interrogatories to Todd. On July 30, 2018, Wendy served *Wendy A. Jaksick's First*  
17 *Set of Interrogatories to Todd Jaksick, Individually, as Co-Trustee of the Family Trust and as Trustee*  
18 *of the Issue Trust* (the "Todd Interrogatories"), which included 7 interrogatories. On September 4,  
19 2018, Todd's Trust counsel served *Todd B. Jaksick, Individually, as Co-Trustee of the Family Trust*  
20 *and as Trustee of the Issue Trust's Responses to Wendy A. Jaksick's First Set of Interrogatories*,  
21 responding to the *Todd Interrogatories* in his Trustee and Co-Trustee capacities. All but one of  
22 Todd's responses included extensive objections, including objections to relevance and the time  
23 period, and either no answer or answers that provided virtually no information. Several of the  
24 interrogatives that included no answer objected on the basis that the interrogatories were directed at  
25 Todd, as an individual, and as such deferred to the separate responses by Todd's Individual counsel.

26 18. On September 6, 2018, Todd's Individual counsel served *Todd B. Jaksick's Joinder*  
27 *in Response to Wendy A. Jaksick's First Set of Interrogatories*. Instead of objecting to and  
28

1 answering each of the interrogatories included in the *Todd Interrogatories*, Todd, as an Individual,  
2 stated that he “joins in the responses heretofore served on or about September 4, 2018.” The fact  
3 that Todd, in his capacity as Trustee and Co-Trustee, served a response objecting to certain  
4 interrogatories on the basis that they were directed to him in his Individual capacity, and then,  
5 simply adopted the objections and answers in his separate response served in his Individual capacity,  
6 is absolutely ridiculous and displays a flagrant disregard for Todd’s obligations under the rules.  
7 Such responses provide no useful information to Wendy and do not advance the progression of  
8 discovery in this case.

9 19. Requests for Production to Wendy. On March 19, 2018, Todd served *Todd Jaksick’s*  
10 *Second Request for Production of Documents to Wendy Jaksick Regarding the Samuel S. Jaksick,*  
11 *Jr. Family Trust, Todd Jaksick’s Third Request for Production of Documents to Wendy Jaksick*  
12 *Regarding the Samuel S. Jaksick, Jr. Family Trust* and *Todd Jaksick’s Fourth Request for*  
13 *Production of Documents to Wendy Jaksick Regarding the Samuel S. Jaksick, Jr. Family Trust* (the  
14 “Wendy RFPs”). In total, there were 93 requests for production of documents served by Todd on  
15 Wendy as a beneficiary. On April 30, 2018, Wendy Jaksick served her objections and responses.  
16 Wendy’s responses included minimal objections and specifically identified documents responsive  
17 to almost every one of the 93 requests. At that time, Wendy also produced 11,969 pages of records.  
18 Preparing and timely serving responses to 93 requests for production and producing the records  
19 required a substantial amount of time, effort and cost from Wendy and/or her counsel.

20 20. Requests for Production to Todd. On May 25, 2018, Wendy served *Wendy A.*  
21 *Jaksick’s First Request for Production of Documents to Todd B. Jaksick, Individually, as Co-Trustee*  
22 *of the Family Trust and as Trustee of the Issue Trust; Wendy A. Jaksick’s Second Request for*  
23 *Production of Documents to Todd B. Jaksick, Individually, as Co-Trustee of the Family Trust and*  
24 *as Trustee of the Issue Trust; and Wendy A. Jaksick’s Third Request for Production of Documents*  
25 *to Todd B. Jaksick, Individually, as Co-Trustee of the Family Trust and as Trustee of the Issue Trust*  
26 *and Wendy A. Jaksick’s Fourth Request for Production of Documents to Todd B. Jaksick,*  
27 *Individually, as Co-Trustee of the Family Trust and as Trustee of the Issue Trust* (the “Todd RFPs”).  
28

1 On June 27, 2018, Todd as Trustee and Co-Trustee, served his responses to the *Todd RFPs*, and on  
2 July 16, 2018, Todd, in his Individual capacity, served his responses to the *Todd RFPs*.

3 21. Todd asserted extensive objections to virtually all of the requests and responded  
4 to a majority of requests stating, “Subject to and without waiving the foregoing objections, Todd  
5 **will produce** relevant, non-privileged documents responsive to this request that are in his  
6 possession, custody, or control.” At the time he served his responses, he also served  
7 approximately 381 additional pages of records. Prior to serving his responses, Todd had  
8 produced approximately 4,328 pages of records. As of the date of this Motion, Todd has  
9 produced approximately 5,068 pages of records that benefit him without fully responding to  
10 Wendy’s requests.

11 22. On July 30, 2018, two weeks before Todd’s deposition, Wendy’s counsel sent a  
12 letter to Todd’s counsel seeking: (1) clarification on Todd’s responses and production and (2)  
13 requesting a date and time to inspect and copy any additional documents responsive to the  
14 requests prior to Todd’s deposition. (*See Exhibit 5 attached*). As usual, Wendy’s counsel never  
15 received a response from Todd’s counsel prior to Todd’s deposition. When asked about this at  
16 Todd’s deposition, his counsel responded that Todd’s production was a “rolling production.” To  
17 date, Todd’s counsel has never responded to Wendy’s July 30, 2018 correspondence or clarified  
18 their initial responses to Wendy’s requests for production.

19 23. During Todd’s deposition, it became clear that Todd had failed to fully respond  
20 to Wendy’s request for production. For instance, Sam allegedly executed a purported Second  
21 Amendment to the Family Trust in December 2012 (the “Purported Second Amendment”). The  
22 terms of the Purported Second Amendment state that it replaces and eliminates the First  
23 Amendment, dated May 14, 2011. Wendy’s requests for production served on Todd on May 25,  
24 2018, sought “[a]ny and all originals, drafts, copies, revisions and amendments, executed or  
25 unexecuted, of all wills, codicils, trusts . . . of Sam.” Nearly three months after Wendy’s request  
26 was served on Todd, she still had not received a copy of the First Amendment to the Family  
27 Trust. When asked during his deposition where the First Amendment, the Second Amendment,  
28

1 the Third Amendment and the Fourth Amendment were, Todd stated “I’m not sure. I’d have to  
2 discuss that with counsel, see if they had some of those documents over at Maupin, Cox, LeGoy,  
3 or you’d have to ask Pierre [Hascheff]<sup>7</sup> to see if he’s got those documents.”<sup>8</sup> When asked if he  
4 had the authority to tell Maupin, Cox & LeGoy and Pierre Hacheff to produce these documents  
5 Todd confirmed he did.<sup>9</sup> Todd is a Co-Trustee of the Family Trust, has custody or access to all  
6 trust documents and records and is currently represented by counsel who represented Sam when  
7 the trusts documents were prepared and executed and does not have the key document, which is  
8 the Trust? Gamesmanship and obstructionism to the nth degree.

9 24. Additionally, during the fourth day of Todd’s deposition on August 16, 2018,  
10 Todd’s counsel admitted he had received 2017 financials for one or more of the Trusts the week  
11 prior to Todd’s deposition. Not only are such documents responsive to outstanding requests for  
12 production, these documents should be produced as supplemental NRCP 16.1 disclosures. The  
13 financials are critical to understanding the Trusts and the administration of the Trusts. It defies  
14 logic why counsel would not produce those documents in advance of Todd’s deposition, and the  
15 only explanation is gamesmanship. In fact, despite having those financials by at least August 10,  
16 2018, Todd has never produced those financials to Wendy, despite his obligation to do so as her  
17 fiduciary, and he has never provided them in response to discovery. In fact, the first time Wendy  
18 received any financials for 2017 was in a Supplement to Petition for Confirmation which was  
19 filed on September 20, 2018, *six weeks after the financials were received by Todd’s counsel*.  
20 Those financials are the financials for only the SSJ Issue Trust. As to the 2017 financials for the  
21 Family Trust, in the telephone conference on September 13, 2018, counsel for Todd advised that  
22 he had received the 2017 financials for the Family Trust two weeks prior to that conference.

23  
24 <sup>7</sup> In a September 12, 2018 email, Pierre Hascheff’s counsel confirmed to Wendy’s counsel that  
25 Mr. Hascheff had turned over all of his files to Todd upon his election to the bench. Mr. Hascheff  
26 took the bench in 2013. (See Exhibit 3 attached). If that is the case, Todd is in possession of all  
27 of Mr. Hascheff records that he has withheld from production and he committed perjury during  
28 his deposition. Wendy’s attempt to obtain Mr. Hascheff’s records is discussed in more detail  
below.

<sup>8</sup> Todd Deposition Vol. 3, 611:3-6.

<sup>9</sup> Todd Deposition Vol. 3, 611:7-11.

1 Thus, despite the fact that Todd's counsel has had the 2017 financials for the Family Trust for  
2 three weeks, the 2017 financials have not been provided to Wendy as of the date of this Motion  
3 in direct violation of his fiduciary duties and his Nevada discovery obligations. Sitting on these  
4 documents and waiting to produce them well after receiving them and well after Todd's  
5 scheduled deposition is patent bad faith and an absolute abuse of the discovery process because  
6 it is deliberate and blatant conduct specifically designed to prevent and interfere with the natural  
7 progression and development of this case, and, alone is grounds for his removal as Trustee.

8 25. Stan noticed Kevin's deposition on August 20<sup>th</sup> through 21<sup>st</sup>. Kevin was initially a  
9 Co-Trustee of the Family Trust but resigned. Kevin has served as the CPA for Sam, Sam's entities,  
10 the Family Trust and the Issue Trust for many years. Wendy filed a joinder to Stan's notice of  
11 deposition of Kevin. When Stan's and Wendy's counsel learned during Todd's deposition that Todd  
12 and Kevin had been sitting on 2017 Trust financials as well as other documents, they decided to  
13 cancel the deposition until they could obtain the 2017 Trust financials as well as other records that  
14 had not been produced. Because of the fast approaching October 1, 2018 expert designation  
15 deadline, Stan's counsel noticed Kevin's deposition for September 18<sup>th</sup> and 19<sup>th</sup>. However, the  
16 2017 financials for the Trusts, including the 2017 financials Todd and Kevin have been sitting on  
17 for over a month had still not been produced to Wendy. It appeared Todd's counsel intended to  
18 force the other Parties to proceed with Kevin's deposition without some of the most critical  
19 documents and information that should have been produced long ago.

20 26. Wendy's Deposition. Todd's counsel noticed Wendy's deposition for three days  
21 starting on June 4<sup>th</sup> and ending June 6<sup>th</sup>. Wendy, who is a resident of Texas, and her Las Vegas and  
22 Texas counsel traveled to Nevada for Wendy's deposition. Wendy's deposition did not begin until  
23 1:00 p.m. on June 4<sup>th</sup>, because Todd's counsel and Stan's counsel scheduled a hearing on the  
24 morning of June 4<sup>th</sup> to resolve a certain discovery dispute pending between them. The week prior  
25 to Wendy's deposition, Wendy's counsel confirmed by email they did not object to beginning  
26 Wendy's deposition at 1:00 p.m. on June 4<sup>th</sup> on the condition that Wendy's deposition was  
27 concluded by 5:00 p.m. on June 6<sup>th</sup>. Such a condition was necessary because Wendy's counsel had  
28

1 made travel arrangements to and from Reno in reliance Todd's notice of deposition. As usual,  
2 because it did not benefit Todd, Todd's counsel never responded to Wendy's counsel's email.

3 27. After appearing for a half day of deposition on June 4<sup>th</sup>, Wendy appeared for two  
4 full days of deposition on June 5<sup>th</sup> and June 6<sup>th</sup>. During the course of the deposition on June 6<sup>th</sup>,  
5 Todd's counsel indicated they would not finish Wendy's deposition on June 6<sup>th</sup>. Wendy's counsel  
6 objected based on the condition communicated in their prior email, but agreed to produce Wendy  
7 the next morning for an additional half day of deposition in an effort to accommodate Todd's  
8 counsel and conclude Wendy's three days of deposition. In response to the proposed  
9 accommodation, Trust counsel for Todd represented he was unable to proceed with Wendy's  
10 deposition the next morning because he was scheduled to be at a hearing in Las Vegas before "Judge  
11 Gonzalez."

12 28. In checking with Judge Gonzalez's chambers, Wendy's counsel's office was  
13 advised that Judge Gonzalez did not have any hearings on June 7, 2018, other than grand jury returns  
14 and a bond calendar. Moreover, an online search of the docket for cases in which Trust counsel is  
15 involved in Clark County indicated that there was only one case in which Trust counsel is involved  
16 that was pending before Judge Gonzalez and that case did not have any hearings scheduled on June  
17 7, 2018. (See Exhibits 1-2 attached).

18 29. After the conclusion of Wendy's deposition, Todd's Trust counsel communicated to  
19 Wendy's counsel that he may need more than an additional half day of deposition time with Wendy.  
20 On June 14, 2018, this issue was presented to Discovery Commissioner Ayres during a discovery  
21 conference concerning various pending discovery issues. After considering the positions of all  
22 counsel, Commissioner Ayres concluded that Todd was entitled to an additional half day of  
23 deposition of Wendy in accordance with Judge Hardy's order. He also concluded that Stan's  
24 counsel could take a half day deposition and request additional time if needed.

25 30. In accordance with Commissioner Ayres's direction, Wendy was noticed by Todd's  
26 counsel and Stan's counsel and appeared for the continuation of her deposition on August 9<sup>th</sup>.  
27 Todd's Trust counsel continued his examination of Wendy for over three and a half more hours. At  
28

1 that point, Wendy's counsel informed Todd's Trust counsel he had exceeded his time, but allowed  
2 Todd's Trust counsel an additional forty-five minutes to an hour to finish his questioning in an effort  
3 to accommodate counsel and end Wendy's deposition. Amazingly, when Todd's counsel completed  
4 his questioning on August 9<sup>th</sup>, he stated that he reserved his right to continue questioning Wendy.  
5 Apparently, Todd's counsel has no intention of honoring the time limit ordered by Judge Hardy.

6 31. Stan's Deposition. Todd's counsel noticed Stan's deposition for three days  
7 beginning on August 6<sup>th</sup> and ending August 8<sup>th</sup>. Wendy's counsel filed a joinder to the notice. Stan  
8 appeared and was deposed on by Todd's counsel for two full days on August 6<sup>th</sup> and 7<sup>th</sup>. Stan also  
9 appeared and was deposed for more than a full day on August 9<sup>th</sup> by Wendy's counsel.

10 32. Todd's Deposition. On May 18, 2018, Todd noticed his own deposition for August  
11 14, 2018. Wendy's counsel has never seen a party notice his or her own deposition before. The  
12 only explanation for doing so was to force Wendy and the other Parties to appear and take Todd's  
13 deposition before obtaining the discovery needed to fully examine Todd. Ultimately, Todd's  
14 deposition was noticed by Stan's counsel for two days starting on August 13<sup>th</sup> and ending on August  
15 14<sup>th</sup> and by Wendy's counsel for three days starting on August 15<sup>th</sup> and ending on August 17<sup>th</sup>. As  
16 confirmation of Todd's counsel's motive for noticing Todd's deposition, Todd's counsel did not  
17 proceed first at the deposition or ask Todd any questions.

18 33. Todd appeared for two days of deposition on August 13<sup>th</sup> and 14<sup>th</sup>. On August 15<sup>th</sup>,  
19 Todd and/or Todd's counsel were taking extremely long breaks and, as a result, Todd only sat for a  
20 total of approximately five and half hours of deposition. On August 16<sup>th</sup>, Todd appeared for  
21 approximately a half day of deposition before his counsel unilaterally and unreasonably terminated  
22 the deposition. Following the termination of Todd's deposition, Todd's counsel filed an *Emergency*  
23 *Motion to Terminate or Limit Deposition and Request for Sanctions* (the "Motion to Terminate").  
24 On August 30, 2018, Wendy's counsel filed *Wendy A. Jaksick's Response to Emergency Motion to*  
25 *Terminate or Limit Deposition and Request for Sanctions, Motion to Compel and Counter-Motion*  
26 *for Sanctions* (the "Response to Motion to Terminate"). As of the date this *Motion* was filed, the  
27 *Motion to Terminate*, the *Response to Motion to Terminate* and issues covered in same have not  
28

1 been heard and resolved by the Court. Wendy's *Response to Motion to Terminate* seeks to compel  
2 Todd to appear for the remainder of his deposition before any other parties or witnesses are deposed.

3 34. Notary Demands. On July 20, 2018, Wendy's counsel sent a letter to Jessica  
4 Clayton via (i) certified mail, return receipt requested, and (ii) email seeking a copy of her notary  
5 book and/or any notary book containing Sam's name and the names of certain parties involved in  
6 this matter, pursuant to NRS §240.120. Jessica is a notary who worked for Sam for many years and  
7 worked for Todd following Sam's death. The letter communicated that Wendy's counsel agreed to  
8 pay the costs of copies and the certification of the records. On July 30, 2018, Wendy's counsel sent  
9 a similar letter to Nanette J. Childers via (i) certified mail, return receipt requested, and (ii) email.  
10 On August 2, 2018, Wendy's counsel received a letter from Todd's, Individual counsel, indicating  
11 that his office represents Nanette Childers and Jessica Clayton. The letter requests that all  
12 correspondence regarding information needed from Ms. Childers and Ms. Clayton be directed to  
13 Todd's Individual counsel. To date, Ms. Clayton, Ms. Childers and Todd's Individual counsel have  
14 not responded to Wendy's counsel's notary demands or produced any of the requested records. As  
15 a result, Wendy's counsel has been forced to prepare and serve Subpoenas Duces Tecum seeking  
16 records from Ms. Clayton and Ms. Childers.

17 35. Records from Pierre Hascheff. On August 14, 2018, Wendy served a Subpoena  
18 Duces Tecum on Mr. Pierre Hascheff seeking records relating to Sam and the issues pending in  
19 the above referenced matter. Mr. Hascheff apparently was an attorney who advised Sam in  
20 relation to certain transactions at issue in this matter, was involved in such transactions and/or  
21 prepared estate planning and/or trust documents for Sam. Todd also confirmed in his deposition  
22 that Mr. Hascheff had represented Todd in legal matters. The Subpoena sought the production of  
23 Mr. Hascheff's records related to these issues and required the production of such records on or  
24 before August 21, 2018. Despite being served with the Subpoena on August 14, 2018, Mr.  
25 Hascheff never responded to the Subpoena. On September 12, 2018, after being unable to reach  
26 Mr. Hascheff's counsel by phone, Wendy's counsel sent correspondence to Mr. Hascheff  
27 counsel attempting to determine why Mr. Hascheff failed to respond to the Subpoena. Later that  
28



1 afternoon, Wendy's counsel received an email from Mr. Hascheff's counsel stating:

2  
3 Thank you for your email and attached letter. I'm sorry I missed  
4 your call yesterday. I have conferred with my client, Judge Hascheff,  
5 regarding your subpoena. He is no longer in possession of any  
6 documents responsive to the subpoena. Upon his election to the  
7 bench, he contacted Todd Jaksick and had Todd take possession of  
8 all his files pertaining his (sic) previous work for the Jaksick Family.

9 (See Exhibit 3 attached). Amazingly, Mr. Hascheff and his counsel decided to simply ignore a valid  
10 and properly served subpoena. At a minimum, Mr. Hascheff or his counsel should have notified  
11 Wendy's counsel on or before the deadline to respond to the Subpoena that Mr. Hascheff did not  
12 have any records to produce. Based on Mr. Hascheff's failure to respond to the Subpoena and  
13 failure to notify Wendy's counsel that he did not have any records, Mr. Hascheff's behavior is  
14 consistent with Todd and his other counsel's behavior, aimed to frustrate and increase the costs of  
15 Wendy's efforts to obtain discovery she is entitled to and that is necessary for he to prepare for and  
16 be ready for trial.

17 36. On September 6, 2018, Todd's counsel noticed Mr. Hascheff's deposition for  
18 September 14, 2018. Wendy's counsel objected to proceeding with Mr. Hascheff's deposition  
19 because it was noticed for only one day and the Parties did not have Mr. Hascheff's documents.  
20 Todd's counsel represented they intended to depose Mr. Hascheff for the full day and intended to  
21 proceed with his deposition as noticed. Based on Todd's counsel's representation that Todd would  
22 not object to Wendy or Stan noticing and taking Mr. Hascheff's deposition on another date, Wendy  
23 did not object the deposition going forward. Unbelievably, at 5:19 p.m. (CST), Wendy's counsel  
24 received an email with *Petitioners' Third Supplemental Disclosures Pursuant to NRCP 16.1* and  
25 123 pages of documents that appear to be part of whatever was Mr. Hascheff's file was before he  
26 delivered it to Todd. (See Exhibit 6 attached). Such documents include various trust amendments  
27 that were not previously produced as well as correspondence including Mr. Hascheff. Unless Mr.  
28 Hascheff's counsel lied about Mr. Hascheff turning over his file to Todd, it is clear that Todd has  
had possession of Mr. Hascheff's file for many months and failed to produce it in response to  
Wendy's requests. However, now that Todd has determined it would benefit him to use some of

1 Mr. Hascheff's records in Mr. Hascheff's deposition, Todd has produced a limited number of Mr.  
2 Hascheff's records. This is consistent with Todd's behavior as Co-Trustee and Trustee, as well as  
3 his behavior as a Party throughout the course of this litigation. This is behavior is absolutely  
4 unacceptable and must not be tolerated or permitted to continue.

5 37. MAUPIN COX & LEGOY Subpoena. On August 6, 2018, Wendy served a  
6 Subpoena Duces Tecum on MAUPIN, COX & LEGOY and Bob LeGoy seeking records relating to  
7 Sam and the issues pending in the above referenced matter. Bob LeGoy and MAUPIN, COX AND  
8 LEGOY represented Sam in relation to his Estate planning, Trust administration and other issues  
9 relevant to this matter and has represented and advised Todd, in his capacities as Trustee and  
10 Co-Trustee. The Subpoena sought the production of MAUPIN COX & LEGOY records related to  
11 these issues and required the production of such records on or before August 21, 2018. On  
12 August 20 ,2018, Wendy's counsel received a letter from MAUPIN, COX & LEGOY asserting  
13 extensive objections to the requests, including Wendy's request for basic documents such as  
14 copies of all of the Wills, Codicils, Trusts and Amendments of Sam Jaksick. Amazingly,  
15 MAUPIN COX & LEGOY did not produce a single page of records with its response, and, to date,  
16 Wendy's counsel is not aware that MAUPIN COX & LEGOY has produced any records.

17 38. Request for Production to Kevin. On August 1, 2018, Wendy served *Wendy A.*  
18 *Jaksick's First Request for Production of Documents to Kevin Riley, Individually, as Former Co-*  
19 *Trustee of the Samuel S. Jaksick, Jr. Family Trust and as Trustee of the Wendy A. Jaksick 2012 BHC*  
20 *Family Trust* (the "Kevin RFP"). Kevin has served as the accountant for Sam and the Trusts for  
21 many years and also served as Co-Trustee of the Family Trust after Sam's death. Kevin is and has  
22 been responsible for preparing the financials and filing the taxes for the Family Trust and the Issue  
23 Trust and has been very involved in the administration of the Trusts. The Kevin RFP seeks records  
24 from Kevin related to these issues. On August 31, 2018, Kevin, who is represented by MAUPIN,  
25 COX & LEGOY, served his responses asserting extensive objections to the requests, including  
26 Wendy's request for basic estate, trust and administration documents. Like MAUPIN COX &  
27 LEGOY, Kevin did not produce a single page of records with his response, and, to date, Wendy's  
28

1 counsel is not aware that Kevin has produced any records.

3 **MOTION**

4 39. This case is set for a jury trial on February 4, 2019. The current *Stipulation and*  
5 *Scheduling Order*, file-stamped February 1, 2018 (the “Scheduling Order”), includes an October  
6 31, 2018 deadline to complete discovery and an August 2, 2018 deadline to make initial expert  
7 disclosures. Based on the status and slow progression of discovery, the Parties previously agreed  
8 to extend the expert disclosure deadline to October 1, 2018.

9 40. Additionally, counsel for the Parties recently agreed to extend the discovery and  
10 expert designation deadlines 30 days as a temporary stopgap measure so the Parties can (i) pursue  
11 motions to compel in relation to their discovery disputes, (ii) reset depositions when the Parties  
12 obtain the documents and information needed and all counsel are available and (iii) seek a further  
13 extension of the discovery and expert designation deadlines. A proposed *Stipulation and Order*  
14 has been or will be submitted by the Parties confirming the Parties’ agreement and request to the  
15 30-day stopgap extension.

16 41. It is undisputed this case involves complex issues based on transactions that  
17 occurred over the span of at least the last 5 to 8 years. Such issues and transactions involve multiple  
18 Trusts and numerous entities. Todd’s counsel argued and relied on this very fact when they  
19 requested and obtained the enlargement of discovery limits at the March 7, 2018 case management  
20 conference. Todd’s counsel again relied on this argument at the June 4, 2018 hearing with  
21 Discovery Commissioner Ayres when seeking to compel production/depositions from  
22 approximately 11 of Stan’s entities that are not parties to this lawsuit. Based on these arguments of  
23 Todd’s counsel, the Court enlarged the discovery limits and allowed Todd to obtain the  
24 records/depositions from Stan’s entities. As a result, many of the witnesses in this matter have or  
25 will be sitting for multi-day depositions. Additionally, Todd and Stan are conducting extensive  
26 discovery related to multiple entities that are not parties to this lawsuit, including 8 to 10 days of  
27 depositions related to such entities. Additionally, because of the number of Parties and their various  
28

1 capacities, there are at least six different law firms involved (including out of town and out of state  
2 counsel), which has made it a challenge to schedule depositions. On this basis alone, the  
3 approximately 8.5 month discovery period originally ordered<sup>10</sup> in the Scheduling Order is not  
4 sufficient for the Parties to complete discovery and fully develop their claims in order to be ready  
5 to try this matter.

6 42. Additionally, as detailed above, Todd's and his counsel's blatantly abusive  
7 behavior throughout the discovery process and his continued efforts to prevent Wendy from  
8 obtaining discovery from Parties and non-parties has prevented Wendy from obtaining the  
9 discovery she is entitled to and needs to prepare and try her case. Wendy is a primary beneficiary  
10 of the Trusts at issue in this litigation and has been kept in the dark about the property and  
11 administration of the Trusts for many years. Todd on the other hand, is the Trustee or Co-Trustee  
12 of the Trusts, and has all of the information or has access and authority to obtain and provide all  
13 of the information. He has administered the Trusts for many years and has extensive personal  
14 knowledge of and access to the information concerning the property and administration of the  
15 Trusts. Todd also owes fiduciary duties, apart from this litigation, that require the full disclosure  
16 of all information concerning his administration of the Trusts that materially affects Wendy's  
17 interests.

18 42. In any event, because of Todd's and his counsel's behavior, Wendy does not have  
19 the records she needs or is entitled to obtain. As detailed above, Wendy's failure to obtain these  
20 records and discovery is not due to a lack of diligence on her part. Wendy has not even had an  
21 opportunity to fully and fairly depose Todd because of his unilateral and unreasonable decision  
22 to terminate his deposition less than halfway through Wendy's 3 days of deposition time of Todd  
23 ordered by Judge Hardy. Wendy has sought and should be granted the opportunity to obtain the  
24 records she is entitled to and to finish Todd's deposition before proceeding with the depositions

25 \_\_\_\_\_  
26 <sup>10</sup> As noted above, the current February 4, 2019 Trial date was ordered at the initial Case  
27 Management Conference, which was held on January 8, 2018. Todd's counsel did not seek and  
28 obtain an order granting the enlargement of the discovery limits until the March 7, 2018 Case  
Management Conference. Accordingly, the enlarged discovery limits were not contemplated  
and considered when the discovery schedule and trial were originally set.

1 of other Parties and witnesses. Wendy is not in a position to proceed with depositions of key  
2 Parties and witnesses, including but not limited to Kevin Riley (the longtime CPA of Sam and  
3 the Trusts), Pierre Hascheff (Sam's and Todd's attorney who was personally involved in drafting  
4 various documents and advising on various transactions at issue in this lawsuit), Bob LeGoy (the  
5 longtime attorney of Sam and the Trusts and who was personally involved in drafting various  
6 documents and advising on various transactions at issue in this lawsuit) Jessica Clayton (the  
7 longtime personal assistant of Sam and Todd who was personally involved in drafting and  
8 notarizing various documents and in various transaction at issue in this lawsuit). It is expected  
9 that all of these witnesses' depositions will require multiple days to complete. Additionally, this  
10 discovery must be completed before Wendy will be in a position to designate her expert  
11 witnesses.

12 43. Accordingly, this Court should extend the discovery and expert designation  
13 deadlines, at a minimum, 120 days. Such extension would not occasion an undue burden,  
14 harassment or prejudice on any of the Parties, but, the failure to grant the extension would  
15 occasion an extreme unfair prejudice on Wendy, while providing an advantage to Todd.

#### 17 CONCLUSION

18 44. For the reasons stated above, Wendy requests that the Court extend the discovery  
19 and expert designation deadlines, at a minimum, 120 days from the current deadlines.

20 **WHEREFORE**, Wendy prays that the Court consider this *Emergency Motion*; extend the  
21 deadline to designate experts until January 2, 2019, and extend the discovery deadline to March  
22 1, 2019 and continue the trial date until a date after April 30, 2019.

#### 23 CERTIFICATION

24 The undersigned counsel hereby certifies that the parties held a meet and confer on  
25 September 13, 2018, and were unable to resolve the issues raised in this motion.

26 //

27 //

**AFFIRMATION STATEMENT**

Pursuant to NRS 239B.030

The undersigned does hereby affirm that this **WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES. AND TRIAL** filed by Wendy A. Jaksick in the above-captioned matter does not contain the social security number of any person.

DATED this 21st day of September, 2018.

**FOX ROTHSCHILD LLP**

/s/ Mark J. Connot

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*Attorneys for Respondent/Counter-Petitioner*  
Wendy A. Jaksick

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of FOX ROTHSCHILD LLP and that on this 21st day of September, 2018, I served a true and correct copy of **WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY AND EXPERT DESIGNATION DEADLINES AND TRIAL** by the Court's electronic file and serve system addressed to the following:

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

DATED this 21<sup>st</sup> day of September, 2018.

/s/ Doreen Loffredo  
An Employee of Fox Rothschild LLP

**LIST OF EXHIBITS**

<b><u>EXHIBIT NO.</u></b>	<b><u>DOCUMENT</u></b>	<b><u>PAGES</u></b>
1	Civil/Criminal Case Records Search Results, dated June 13, 2018	2
2	Register of Actions, Cause No. A-15-719860-B, dated June 13, 2018	4
3	Email from Todd Alexander to Zachary E. Johnson, dated September 12, 2018	3
4	Correspondence from Donald Lattin to Mark Connot and R. Kevin Spencer, dated August 20, 2018	173
5	Correspondence from Zachary E. Johnson to Donald A. Lattin and Kent R. Robison, dated July 30, 2018	3
6	Email from Katie Arnold of Maupin, Cox & LeGoy to multiple recipients, dated September 13, 2018	131



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# EXHIBIT 1

# EXHIBIT 1

## Civil/Criminal Case Records Search Results

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<a href="#">A-11-650331-C</a>		Viorelis Pontikis, Plaintiff (s) vs. Woodlands Community Association, Defendant(s)	10/21/2011 Department 13	Negligence - Other Negligence Open	
<a href="#">A-15-719860-B</a>		James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)	06/12/2015 Department 11	NRS Chapters 78-89 Open	
<a href="#">A-16-745503-C</a>		Jeffrey Impallaria, Plaintiff(s) vs. Toll Henderson LLC, Defendant(s)	10/21/2016 Department 24	Other Title to Property Open	
<a href="#">A-16-747180-C</a>		Jennifer Hargreaves, Plaintiff(s) vs. Toll Bros Inc, Defendant(s)	11/23/2016 Department 6	Negligence - Premises Liability Reactivated	
<a href="#">A-17-766883-C</a>		Benoit Noury, Plaintiff(s) vs. Wallace West, Defendant(s)	12/28/2017 Department 17	Other Civil Matters Open	

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PR17-00445  
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# EXHIBIT 2

# EXHIBIT 2

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## REGISTER OF ACTIONS

CASE No. A-15-719860-B

James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

§  
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§

Case Type: **NRS Chapters 78-89**  
Date Filed: **06/12/2015**  
Location: **Department 11**  
Cross-Reference Case Number: **A719860**  
Supreme Court No.: **75053**

### RELATED CASE INFORMATION

#### Related Cases

P-14-082942-E (Coordinated - Certain Matters)  
A-16-735305-B (Coordinated - Certain Matters)

### PARTY INFORMATION

<b>Defendant</b>	<b>Adams, Guy</b>	<b>Lead Attorneys</b> <b>Harold Stanley Johnson</b> <i>Retained</i> 702-823-3500(W)
<b>Defendant</b>	<b>Codding, Judy</b>	<b>Harold Stanley Johnson</b> <i>Retained</i> 702-823-3500(W)
<b>Defendant</b>	<b>Cotter, Ellen</b>	<b>Harold Stanley Johnson</b> <i>Retained</i> 702-823-3500(W)
<b>Defendant</b>	<b>Cotter, Margaret</b>	<b>Harold Stanley Johnson</b> <i>Retained</i> 702-823-3500(W)
<b>Defendant</b>	<b>Gould, William</b>	<b>Donald A. Lattin</b> <i>Retained</i> 775-827-2000(W)
<b>Defendant</b>	<b>Kane, Edward</b>	<b>Harold Stanley Johnson</b> <i>Retained</i> 702-823-3500(W)
<b>Defendant</b>	<b>McEachern, Douglas</b>	<b>Harold Stanley Johnson</b> <i>Retained</i> 702-823-3500(W)
<b>Defendant</b>	<b>Wrotniak, Michael</b>	<b>Harold Stanley Johnson</b> <i>Retained</i> 702-823-3500(W)

## EVENTS &amp; ORDERS OF THE COURT

DISPOSITIONS	
05/06/2016	<b>Dismissal Pursuant to NRCP 41</b> (Judicial Officer: Gonzalez, Elizabeth) Debtors: Timothy Storey (Defendant) Creditors: James J Cotter, Jr. (Plaintiff) Judgment: 05/06/2016, Docketed: 05/13/2016
10/20/2016	<b>Order of Dismissal With Prejudice</b> (Judicial Officer: Gonzalez, Elizabeth) Debtors: T2 Partners Management LP (Intervenor Plaintiff), T2 Accredited Fund LP (Intervenor Plaintiff), T2 Qualified Fund LP (Intervenor Plaintiff), Tilson Offshore Fund Ltd (Intervenor Plaintiff), T2Partners Management I, LLC (Intervenor Plaintiff), T2 Partners Management Group LLC (Intervenor Plaintiff), JMG Capital Management LLC (Intervenor Plaintiff), Pacific Capital Management LLC (Intervenor Plaintiff), Reading International, Inc (Other Defendant, Consolidated Case Party) Creditors: Reading International, Inc (Other Defendant) Judgment: 10/20/2016, Docketed: 10/27/2016
12/21/2016	<b>Partial Summary Judgment</b> (Judicial Officer: Gonzalez, Elizabeth) Debtors: Margaret Cotter (Defendant), Ellen Cotter (Defendant), Guy Adams (Defendant), Edward Kane (Defendant), Douglas McEachern (Defendant), William Gould (Defendant), Judy Coddling (Defendant), Michael Wrotniak (Defendant) Creditors: James J Cotter, Jr. (Plaintiff) Judgment: 12/21/2016, Docketed: 12/29/2016 Comment: Judgment No. 4 Formation and Revitalization (Activation) of the Executive Committee
12/28/2017	<b>Partial Summary Judgment</b> (Judicial Officer: Gonzalez, Elizabeth) Debtors: James J Cotter, Jr. (Plaintiff) Creditors: Edward Kane (Defendant), Douglas McEachern (Defendant), William Gould (Defendant), Judy Coddling (Defendant), Michael Wrotniak (Defendant) Judgment: 12/28/2017, Docketed: 12/29/2017 Comment: Certain Claims Debtors: James J Cotter, Jr. (Plaintiff) Creditors: Edward Kane (Defendant), Douglas McEachern (Defendant), William Gould (Defendant), Judy Coddling (Defendant), Michael Wrotniak (Defendant) Judgment: 12/28/2017, Docketed: 01/18/2018 Comment: Certain Claims
12/28/2017	<b>Summary Judgment</b> (Judicial Officer: Gonzalez, Elizabeth) Debtors: James J Cotter, Jr. (Plaintiff) Creditors: Edward Kane (Defendant), Douglas McEachern (Defendant), William Gould (Defendant), Judy Coddling (Defendant) Judgment: 12/28/2017, Docketed: 12/29/2017
OTHER EVENTS AND HEARINGS	
06/12/2015	<b>Intentional Misconduct Case</b>
06/12/2015	<b>Complaint (Business Court)</b> <i>Complaint</i>
06/16/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Ellen Cotter</i>
06/16/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Guy Adams</i>
06/16/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - William Gould</i>
06/16/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Edward Kane</i>
06/16/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Margaret Cotter</i>
06/16/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Douglas McEachern</i>
06/16/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Reading International Inc</i>
06/16/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Timothy Storey</i>
06/17/2015	<b>Summons Issued</b> <i>Summons - (Guy Adams)</i>
06/17/2015	<b>Summons Issued</b> <i>Summons - (Ellen Cotter)</i>
06/17/2015	<b>Summons Issued</b> <i>Summons - (William Gould)</i>
06/17/2015	<b>Summons Issued</b> <i>Summons - (Edward Kane)</i>
06/17/2015	<b>Summons Issued</b> <i>Summons - (Margaret Cotter)</i>
06/17/2015	<b>Summons Issued</b> <i>Summons - (Douglas McEachern)</i>
06/17/2015	<b>Summons Issued</b> <i>Summons - (Reading International Inc)</i>
06/17/2015	<b>Summons Issued</b> <i>Summons - (Timothy Storey)</i>
06/18/2015	<b>Affidavit of Service</b> <i>Affidavit of Service</i>
06/18/2015	<b>Amended Affidavit of Service</b> <i>Amended Affidavit of Service</i>
06/18/2015	<b>Amended Affidavit of Service</b> <i>Amended Affidavit of Service</i>

Telephonic Conference at Counsel's Request re: (1) Review of Documents and Communications between Plaintiff and T2 Plaintiffs' Counsel; (2) Additional Motions to be Filed

06/01/2018 **Status Report**  
Defendants Report In Connection With Reading International, Inc. S Request For Telephonic Status Conference

06/01/2018 **Motion for Summary Judgment**  
Ellen Cotter, Margaret Cotter, and Guy Adams Motion For Summary Judgment

06/01/2018 **Motion to Dismiss**  
Motion to Dismiss Pursuant to NRC12(b)(2), or in the Alternative, NRC 12(b)(5) for Lack of Standing

06/04/2018 **Telephonic Conference** (1:00 PM) (Judicial Officer Gonzalez, Elizabeth)  
Telephonic Conference at Counsel s Request re: (1) Review of Documents and Communications between Plaintiff and T2 Plaintiffs' Counsel; (2) Additional Motions to be Filed

Parties Present

Minutes

Result: Matter Heard

06/04/2018 **Notice of Hearing**  
Notice of Hearing

06/04/2018 **Supplement**  
Plaintiff's Supplemental Status Report Regarding "Ratification" and Demand Discovery and Request for Telephonic Status Call

06/08/2018 **Status Check** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)  
Status Check: In Camera Review

Minutes

Result: Minute Order - No Hearing Held

06/08/2018 **Notice of Attorney Lien**  
Notice of Attorney Lien

06/08/2018 **Filed Under Seal**  
Ellen Cotter, Margaret Cotter, and Guy Adams Motion For Summary Judgment

06/08/2018 **Motion to Compel**  
Plaintiff James J. Cotter Jr.'s Motion to Compel and Application for Order Shortening Time and Order Shortening Time

06/08/2018 **Motion to Seal/Redact Records**  
Motion to Seal Exhibits 5, 6, 7, and 17 to Plaintiff's Motion to Compel and Application for Order Shortening Time

06/12/2018 **Motion to Seal/Redact Records**  
Motion to Seal Exhibits 1, 2 and 4 to Plaintiff's Motion for Relief Based on Noncompliance with the COurt's May 2, 2018 Rulings and Application for Order Shortening Time

06/12/2018 **Motion for Relief**  
Plaintiff James J. Cotter Jr.'s Motion for Relief Based on Noncompliance with the Court's May 2, 2018 Rulings and Application for Order Shortening Time

06/18/2018 **Calendar Call** (8:15 AM) (Judicial Officer Gonzalez, Elizabeth)

06/19/2018 **Motion for Summary Judgment** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
Ellen Cotter, Margaret Cotter, and Guy Adams Motion For Summary Judgment  
06/27/2018 Reset by Court to 06/19/2018  
07/09/2018 Reset by Court to 06/27/2018

06/19/2018 **Motion to Dismiss** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
Nominal Defendant, Reading International, Inc.'s Motion to Dismiss Pursuant to NRC12(b)(2), or in the Alternative, NRC 12(b)(5) for Lack of Standing  
06/27/2018 Reset by Court to 06/19/2018  
07/09/2018 Reset by Court to 06/27/2018

06/19/2018 **Motion to Compel** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
Plaintiff James J Cotter Jr's Motion to Compel and Application for Order Shortening Time and Order Shortening Time

06/19/2018 **Motion to Seal/Redact Records** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
Motion to Seal Exhibits 5, 6, 7, and 17 to Plaintiff's Motion to Compel and Application for Order Shortening Time

06/19/2018 **Motion to Seal/Redact Records** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
Motion to Seal Exhibits 1, 2 and 4 to Plaintiff's Motion for Relief Based on Noncompliance with the COurt's May 2, 2018 Rulings and Application for Order Shortening Time

06/19/2018 **Motion for Relief** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
Plaintiff James J. Cotter Jr.'s Motion for Relief Based on Noncompliance with the Court's May 2, 2018 Rulings and Application for Order Shortening Time

06/25/2018 **Jury Trial** (1:30 PM) (Judicial Officer Gonzalez, Elizabeth)

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**FINANCIAL INFORMATION**


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<b>Consolidated Case Party Reading International, Inc</b>			
Total Financial Assessment			2,883.00
Total Payments and Credits			2,883.00
<b>Balance Due as of 06/13/2018</b>			<b>0.00</b>
09/03/2015	Transaction Assessment		1,483.00
09/03/2015	Efile Payment	Receipt # 2015-93559-CCCLK	(1,483.00)
10/03/2016	Transaction Assessment		200.00
10/03/2016	Efile Payment	Receipt # 2016-95926-CCCLK	(200.00)
10/03/2016	Transaction Assessment		200.00
10/03/2016	Efile Payment	Receipt # 2016-95927-CCCLK	(200.00)
10/03/2016	Transaction Assessment		200.00
10/03/2016	Efile Payment	Receipt # 2016-95930-CCCLK	(200.00)
10/03/2016	Transaction Assessment		200.00
10/03/2016	Efile Payment	Receipt # 2016-95935-CCCLK	(200.00)
10/03/2016	Transaction Assessment		200.00
10/03/2016	Efile Payment	Receipt # 2016-95936-CCCLK	(200.00)
10/03/2016	Transaction Assessment		200.00

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# EXHIBIT 3

# EXHIBIT 3

**Connot, Mark J.**

---

**From:** Todd R. Alexander, Esq. <tra@lge.net>  
**Sent:** Wednesday, September 12, 2018 2:42 PM  
**To:** Zach Johnson  
**Cc:** Kevin Spencer; Connot, Mark J.; Kenia Maribel Castillo; Susan Davis  
**Subject:** [EXT] RE: Jaksick

Mr. Johnson,

Thank you for your email and attached letter. I'm sorry I missed your call yesterday. I have conferred with my client, Judge Hascheff, regarding your subpoena. He is no longer in possession of any documents responsive to the subpoena. Upon his election to the bench, he contacted Todd Jaksick and had Todd take possession of all his files pertaining his previous work for the Jaksick family.

Please let me know if you have any further questions.

Thank you.

Todd

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EISENBERG**  
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Todd R. Alexander  
ATTORNEY AT LAW

Lemons, Grundy & Eisenberg  
6005 Plumas Street, Third Floor | Reno, NV 89519  
t 775.786.6868 | f 775.786.9716 | [www.lge.net](http://www.lge.net)

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**From:** Zach Johnson <zach@dallasprobate.com>  
**Sent:** Wednesday, September 12, 2018 2:34 PM  
**To:** Todd R. Alexander, Esq. <tra@lge.net>  
**Cc:** Kevin Spencer <kevin@dallasprobate.com>; Connot, Mark J. <MConnot@foxrothschild.com>; Kenia Maribel Castillo <kenia@dallasprobate.com>  
**Subject:** Jaksick

Mr. Alexander:

Please see the attached correspondence.

Regards,

Zachary E. Johnson



SPENCER & JOHNSON, PLLC  
[www.dallasprobate.com](http://www.dallasprobate.com)



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Dallas, Texas, 75201

(214) 965-9999

(214) 965-9500 - Fax

[zach@dallasprobate.com](mailto:zach@dallasprobate.com)

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# EXHIBIT 4

# EXHIBIT 4

**From:** Jennifer Salisbury <[jsalisbury@mcllawfirm.com](mailto:jsalisbury@mcllawfirm.com)>

**Sent:** Monday, August 20, 2018 3:43 PM

**To:** Connot, Mark J. <[MConnot@foxrothschild.com](mailto:MConnot@foxrothschild.com)>; Zach Johnson <[zach@dallasprobate.com](mailto:zach@dallasprobate.com)>; Kevin Spencer <[kevin@dallasprobate.com](mailto:kevin@dallasprobate.com)>

**Cc:** Lattin, Don <[dlattin@mcllawfirm.com](mailto:dlattin@mcllawfirm.com)>; Renner, Carolyn <[crenner@mcllawfirm.com](mailto:crenner@mcllawfirm.com)>; Katie Arnold <[karnold@mcllawfirm.com](mailto:karnold@mcllawfirm.com)>; krobison@rssblaw.com; tshanks@rssblaw.com; philip@kreitleinlaw.com; Sarah A. Ferguson <[sferguson@mcdonaldcarano.com](mailto:sferguson@mcdonaldcarano.com)>; jferretto@rbsllaw.com; Jim Stewart <[JStewart@rssblaw.com](mailto:JStewart@rssblaw.com)>; Andrea Black <[ablack@mcdonaldcarano.com](mailto:ablack@mcdonaldcarano.com)>; ehelms@mcdonaldcarano.com

**Subject:** [EXT] Jaksick Trust Litigation - Subpoena Duces Tecum to Bob LeGoy; Custodian of Records of Maupin, Cox & LeGoy

Counsel:

Please find attached Mr. Lattin's letter of today's date. Hard copy has been sent out to you today via U.S. Mail.

*Jennifer Salisbury*

Jennifer Salisbury, CP

Certified Paralegal

Legal Assistant to Paul J. Anderson, Esq.,

and Carolyn K. Renner, Esq.

Maupin, Cox & LeGoy

4785 Caughlin Parkway

Reno, NV 89519

775-827-2000, ext. 139

775-824-7026 (fax)

[panderson@mcllawfirm.com](mailto:panderson@mcllawfirm.com)

[crenner@mcllawfirm.com](mailto:crenner@mcllawfirm.com)

[jsalisbury@mcllawfirm.com](mailto:jsalisbury@mcllawfirm.com)



MAUPIN | COX | LEGOY  
ATTORNEYS AT LAW



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Donald A. Lattin, Esq.  
E-Mail: [dlattin@mcllawfirm.com](mailto:dlattin@mcllawfirm.com)

Carolyn K. Renner, Esq.  
E-Mail: [crenner@mcllawfirm.com](mailto:crenner@mcllawfirm.com)

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Reno, Nevada 89519

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Telephone  
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Facsimile  
(775-) 827-2185

August 20, 2018

Via U.S. Mail and Email

Mark Connot, Esq.  
Fox Rothschild LLP  
1980 Festival Plaza Drive, #700  
Las Vegas, NV 89135  
[MConnot@foxrothschild.com](mailto:MConnot@foxrothschild.com)

and

R. Kevin Spencer, Esq. (Pro Hac Vice)  
Zachary E. Johnson, Esq. (Pro Hac Vice)  
Spencer & Johnson PLLC  
500 N. Akard Street, Suite 2150  
Dallas, TX 75201  
[kevin@dallasprobate.com](mailto:kevin@dallasprobate.com)  
[zach@dallasprobate.com](mailto:zach@dallasprobate.com)

Re: In the Matter of the: SSJ's ISSUE TRUST, and Related Claims, Consolidated Case  
No. PR 17-04445 – L. Robert Legoy, Jr. and Custodian of Records at Maupin, Cox  
& LeGoy Objections and Responses to Subpoena Duces Tecum

Dear Sirs:

L. Robert LeGoy, Esq. ("Mr. LeGoy"), and Custodian of Records, Maupin, Cox & LeGoy ("MCL Custodian") lodge a general objection to the entirety of this Subpoena Duces Tecum in that it propounds 191 requests for document categories, many of which include subparts expanding that number well beyond 200 requests which is excessive and burdensome. In addition, the Subpoena Duces Tecum, despite its objectionable volume of requests allowed only fifteen (15)

days within which to respond. Finally, many of the requests are duplicative in that the same requests have been propounded to parties of this action, and many of the other requests seek documents which could or should have been obtained from the parties. Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian, by and through their undersigned counsel, objects and responds to the Subpoena Duces Tecum served by Wendy A. Jaksick, as follows:

- 1. Originals, drafts, copies, revisions, amendments and earlier, but unsigned versions of all estate planning documents, including but not limited to wills, codicils, trusts, powers of attorney, medical powers of attorney and related documents prepared for or signed by the Decedent during his lifetime.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

- 2. A copy and/or certified copy of all notary books maintained by you or your Law Firm or anyone in your office for the period beginning January 1, 2005 through the present that contain the signature of Samuel S. Jaksick, Todd Jaksick, Stanley Jaksick, Michael Kimmel, Kevin Riley, Wendy Jaksick or Alexis Smrt.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant

to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as it is overbroad in scope as it seeks "all notary books" and does not designate any documents by topic and relevance. Additionally, as required under Chapter 240 of the Nevada Revised Statutes ("NRS"), notary books are kept and maintained by the notary public commissioned to perform the notary act and are not under possession or control of Mr. LeGoy or MCL Custodian.

**3. Your entire file relating to the Decedent and all estate or trust planning documents or any documents prepared by you and/or any work done on the Decedent's behalf.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "entire file" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**4. All contracts, fee agreements, time and billing statements or print-outs, invoices, bills, receipts and canceled checks or wire confirmations evidencing any agreement between you and/or your Law Firm and Samuel S. Jaksick, in any capacity, and/or the payment of any fees owed and/or paid to you or your Law Firm by any person in any proceeding involving or relating to your or your Law Firm's**

**representation of Samuel S. Jaksick, in any capacity, the Estate of Samuel S. Jaksick, Deceased, the Jaksick Family Trust and/or the SSJ Issue Trust.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as the compensation and/or payments received by Maupin, Cox & LeGoy ("Law Firm") is not relevant to any claim or issue in this litigation.

**5. All correspondence and contacts between any attorney, accountant or any other individual or entity, including you or your Law Firm, in connection with your representation of Samuel S. Jaksick, in any capacity, including but not limited to the drafting, revising, review and execution of any will, codicil, trust, testamentary or dispositive instrument of Samuel S. Jaksick.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all correspondence and contacts" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**6. All documents concerning or relating to Samuel S. Jaksick's mental capacity**

**and/or testamentary capacity during the relevant time period, including all documents made or kept by any hospitals, doctors, nurses, attendants, maids, maid services or any other person or entity in connection with caring for Samuel S. Jaksick during the relevant time period including, but without limiting the generality hereof, all invoices, statements, bills, records, reports, nursing or nurses notes, evaluations, other medical notes of any kinds and prescriptions or prescription notes, time-keepers or ledgers.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**7. All contracts, settlements or agreements entered into at any time between Samuel S. Jaksick, in any capacity, and Todd Jaksick, in any capacity, Stan Jaksick, in any capacity, and/or Wendy Jaksick, in any capacity, and all documents relating thereto.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.



Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all contracts, settlements or agreements" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**8. All letters, correspondence, memoranda or notes sent or received by you or anyone at your Law Firm to or from Samuel S. Jaksick, in any capacity, Todd Jaksick, in any capacity, and/or Stan Jaksick, in any capacity, during your Law Firm's representation of Samuel S. Jaksick.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all letters, correspondence, memoranda or notes" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the foregoing objections, Mr. LeGoy and MCL Custodian of records respond as follows: *See* Documents previously produced and identified as TJ1734-

1766; TJ1806-1808; TJ1968-1969; TJ1976-1989; TJ 2153-2155; TJ 2221-2224; TJ2237-2241; TJ2462-2479; TJ2483-2492; TJ2500-2515; TJ2534-2566; TJ2582-2603; and TJ2666-2668.

**9. All letters, correspondence, memoranda or notes sent by you or anyone at your Law Firm to Wendy Jaksick or anyone acting on her behalf or received by you or anyone at your Law Firm from Wendy Jaksick or anyone acting on her behalf during the relevant time period.**

*See Response to Request No. 8.*

**10. All documents evidencing any gift of property, real or personal, from Decedent to any other person, trust, entity or charity or from any other person, trust or entity to Decedent during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**11. All documents and/or electronic data contained on the hard drive of any computer or any floppy disk owned or used by you or your Law Firm during the relevant time period relating to or regarding the Decedent, his Estate, his assets, the Family Trust, the Issue Trust, the Tahoe Property, Todd's Indemnification**

**Agreement or Stanley's Indemnification Agreement. Please produce these documents and/or electronic data as they were stored on the hard drive or floppy disk by giving us access to both.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents and/or electronic data" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**12. All documents, files or records kept or maintained by you with respect to the Decedent's Estate plan(s), assets, properties and/or business affairs.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as duplicative of prior requests.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents, files or records" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks

production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**13. All documents, files or records kept or maintained by you with respect to the Family Trust or its assets, properties or business affairs.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as duplicative of prior requests.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents files or records" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**14. All documents, files or records kept or maintained by you with respect to the Issue Trust or its assets, properties or business affairs.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as duplicative of prior requests.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents, files or records” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**15. All documents, including contracts, deeds, deeds of trust, agreements, closing statements or other documents showing any sale, transfer or alienation of any real estate or any interest in any real estate owned by Decedent, in any capacity, or his Estate, the Family Trust and/or the Issue Trust during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative of prior requests.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**16. Copies of all documents showing property, real or personal, including but not limited to oil, gas, mineral or water interests of any kind, owned by Decedent or his Estate at any location at the time of his death or currently.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**17. Copies of all documents showing property, real or personal, including but not limited to oil, gas, mineral or water interests of any kind, owned by the Family Trust at any location at the time of the Decedent's death or currently.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as duplicative of prior requests.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks

production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**18. Copies of all documents showing property, real or personal, including but not limited to oil, gas, mineral or water interests of any kind, owned by the Issue Trust at any location at the time of the Decedent's death or currently.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as duplicative of prior requests.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**19. Copies of all federal tax returns and any work or supporting papers or documents related to or in connection with any federal tax returns for Decedent, his Estate, the Family Trust and/or the Issues Trust at any point during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant

to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all correspondence and contacts” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**20. Copies of all federal gift tax returns and any work or supporting papers related to or in connection with any federal gift tax returns for Decedent at any point during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D.



49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all correspondence and contacts” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**21. Copies of all federal gift tax returns and any work or supporting papers related to or in connection with any federal gift tax returns for Decedent at any point during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all correspondence and contacts” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks

production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**22. Copies of all documents or files relative to any lawsuit or legal proceeding which Decedent, his Estate or Family Trust or the Issue Trust has been a party at any time during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relative to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents or files" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**23. All bank statements, deposit slips, canceled checks, check registers and/or bank account reconciliations on any account in the name of or for the benefit of the**

**Decedent, in any capacity, his Estate, the Family Trust or the Issue Trust, either individually or in conjunction with any person, at any time during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks documents "on any account" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**24. Copies of all certificates of deposit, savings passbooks or other documents evidencing any interest in a certificate of deposit, savings account or any other type of time deposit in the name or for the benefit of the Decedent, in any capacity, his Estate, the Family Trust or the Issue Trust at any time during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “any type of time deposit” made by the decedent “in any capacity” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**25. Copies of all documents evidencing any joint tenancy with survivor agreements between the Decedent, in any capacity, his Estate, the Family Trust or the Issue Trust and any other person, trust or entity in connection with any bank account, time deposit, certificate of deposit or other similar agreement, including the joint tenancy and survivorship agreement, signature cards on bank accounts, or other documents or agreements evidencing such arrangement at any time during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would

result in the disclosure of information in violation of personal or financial privacy rights.

**26. Copies of all personal financial statements, income statements, balance sheets or similar type document prepared or issued by or for Decedent, in any capacity, the Decedent's Estate, the Family Trust and/or the Issue Trust for any purpose at any time during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all personal financial statements, income statements, balance sheets" of the Decedent "in any capacity," and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**27. All video and/or audio recordings of the Decedent and all videos and/or pictures of the Decedent's property or the property of the Decedent's Estate during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time,

as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all video and/or audio recordings" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**28. All calendars, diaries or logs of you or anyone in your Law Firm during the relevant time period regarding, referencing or relating to the Decedent, in any capacity, his assets, his Estate, the Family Trust and/or the Issue Trust.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all calendars, diaries or logs" of Mr. LeGoy or "anyone in your Law Firm" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**29. Copies of all stock certificates, bonds, government securities, private securities or any other similar investments registered in the name of Decedent, in any capacity, his Estate the Family Trust or the Issue Trust during the relevant time period, and all documents, instruments or other papers reflecting the purchases and/or sales of any type of stock, bond or other similar security by the Decedent, his Estate, the Family Trust or the Issue Trust or anyone on behalf of the Decedent, his Estate, the Family Trust or the Issue Trust during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all stock certificates, bonds, government securities, private securities" of the Decedent in "any capacity" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**30. All documents of all joint venture agreements, partnership agreements to which the Decedent, in any capacity, his Estate, the Family Trust or the Issue Trust was a party, interest holder or a beneficiary.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" of the Decedent in "any capacity" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**31. All monthly or other periodic budgets or listing of monthly or other periodic expenses compiled for or by the Decedent, in any capacity, his Estate, the Family Trust or the Issue Trust during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all monthly or other periodic budgets" of the Decedent "in any capacity" and does not designate documents by topic and relevance.



Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**32. Any and all documents and the entire file(s) in your possession, custody or control or to which you may have access, pertaining to SSJ, LLC, including but not limited to:**

**a. The entire corporate book or record, including all records, which would be ineluctable in the books or records of SSJ, LLC, during the relevant time period.**

Mr. LeGoy and MCL Custodian have no file nor any other record of representation of SSJ, LLC.

**b. Any and all files and documents relating to the formation of SSJ, LLC, including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments, supplements, addendums, alterations thereto or any other similar or connected document.**

*See, response to Request No. 32 (a), above.*

**c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of SSJ, LLC during the relevant time period.**

*See, response to Request No. 32 (a), above.*

- d. Any and all documents relating to, mentioning or reflecting the management or change of management of SSJ, LLC during the relevant time period.**

*See*, response to Request No. 32 (a), above.

- e. Any and all documents relating to, mentioning or evidencing any actions taken by Sam, Todd, Stan or Wendy, in any capacity, on behalf of SSJ, LLC during the relevant time period.**

*See*, response to Request No. 32 (a), above.

- f. All records and documents relating to or reflecting SSJ, LLC interests, SSJ, LLC ledgers, SSJ, LLC resolutions, SSJ, LLC minutes and/or memos and or notes of SSJ, LLC meetings, during the relevant time period.**

*See*, response to Request No. 32 (a), above.

- g. Copies of all documents relating to or reflecting any financial transaction of any nature involving SSJ, LLC and/or its assets at any time during the relevant time period.**

*See*, response to Request No. 32 (a), above.

- h. Copies of all documents relating to or reflecting the purchase, sale or transfer of any asset of SSJ, LLC during the relevant time period.**

*See*, response to Request No. 32 (a), above.

- i. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between you or your Firm and anyone**

**else concerning or mentioning SSJ, LLC prepared or sent during the relevant time period.**

*See, response to Request No. 32 (a), above*

**j. Any and all documents relating to, mentioning or reflecting assets contributed to or paid to SSJ, LLC by Sam, Todd, Stan or Wendy, in any capacity, or any of their spouse or any of their children during the relevant time period.**

*See, response to Request No. 32 (a), above*

**k. Any and all documents relating to, mentioning or reflecting assets contributed to or paid to SSJ, LLC during the relevant time period by anyone, any entity or any trust other than Todd, his spouse or any of his children.**

*See, response to Request No. 32 (a), above*

**l. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from SSJ, LLC during the relevant time period to anyone or any entity.**

*See, response to Request No. 32 (a), above*

**m. Any and all documents relating to, mentioning or reflecting any loans to which SSJ, LLC was a party during the relevant time period.**

*See, response to Request No. 32 (a), above*

**n. All state and federal tax documents prepared, issued and/or filed in relation to SSJ, LLC during the relevant time period.**

*See, response to Request No. 32 (a), above*

**33. Any and all documents and the entire file(s) in your possession, custody or control or to which you may have access, pertaining to Jaksick Family LLC, including but not limited to:**

- a. The entire corporate book or record, including all records, which would be includable in the books or records of Jaksick Family LLC, during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "the entire corporate record" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

- b. Any and all files and documents relating to the formation of Jaksick Family LLC, including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments,**

**supplements, addendums, alterations thereto or any other similar or connected document.**

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

*See also*, response to Request No. 33 (a), above.

**c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of Jaksick Family LLC during the relevant time period.**

*See*, response to Request No. 33 (b), above.

**d. Any and all documents relating to, mentioning or reflecting the management or change of management of Jaksick Family LLC during the relevant time period.**

*See*, response to Request No. 33 (b), above.

**e. Any and all documents relating to, mentioning or evidencing any actions taken by Sam, Todd, Stan or Wendy, in any capacity, on behalf of Jaksick Family LLC during the relevant time period.**

*See*, response to Request No. 33 (b), above.

**f. All records and documents relating to or reflecting Jaksick Family LLC interests, Jaksick Family LLC ledgers, Jaksick Family LLC resolutions,**

**Jaksick Family LLC minutes and/or memos and or notes of Jaksick Family LLC meetings, during the relevant time period.**

*See*, response to Request No. 33 (b), above.

**g. Copies of all documents relating to or reflecting any financial transaction of any nature involving Jaksick Family LLC and/or its assets at any time during the relevant time period.**

*See*, response to Request No. 33 (b), above.

**h. Copies of all documents relating to or reflecting the purchase, sale or transfer of any asset of Jaksick Family LLC during the relevant time period.**

*See*, response to Request No. 33 (b), above.

**i. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between you or your Firm and anyone else concerning or mentioning Jaksick Family LLC prepared or sent during the relevant time period.**

*See*, response to Request No. 33 (a), above.

**j. Any and all documents relating to, mentioning or reflecting assets contributed to or paid to Jaksick Family LLC by Sam, Todd, Stan or Wendy, in any capacity, or any of their spouse or any of their children during the relevant time period.**

*See*, response to Request No. 33 (a), above.

- k. Any and all documents relating to, mentioning or reflecting assets contributed to or paid to Jaksick Family LLC during the relevant time period by anyone, any entity or any trust other than Todd, his spouse or any of his children.**

*See, response to Request No. 33 (b), above.*

- l. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from Jaksick Family LLC during the relevant time period to anyone or any entity.**

*See, response to Request No. 33 (a), above.*

- m. Any and all documents relating to, mentioning or reflecting any loans to which Jaksick Family LLC was a party during the relevant time period.**

*See, response to Request No. 33 (a), above.*

- n. All state and federal tax documents prepared, issued and/or filed in relation to Jaksick Family LLC during the relevant time period.**

*See, response to Request No. 33 (a), above.*

- 34. Any and all documents and the entire file(s) in your possession, custody or control or to which you may have access, pertaining to Incline TSS, Ltd., including but not limited to:**

- a. The entire corporate book or record, including all records, which would be includable in the books or records of Incline TSS, Ltd., during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21,

2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “the entire corporate record” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**b. Any and all files and documents relating to the formation of Incline TSS, Ltd., including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments, supplements, addendums, alterations thereto or any other similar or connected document.**

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

*See also*, response to Request No. 34 (a), above.



- c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of Incline TSS, Ltd. during the relevant time period.**

*See, response to Request No. 34 (b), above.*

- d. Any and all documents relating to, mentioning or reflecting the management or change of management of Incline TSS, Ltd. during the relevant time period.**

*See, response to Request No. 34 (b), above.*

- e. Any and all documents relating to, mentioning or evidencing any actions taken by Sam, Todd, Stan or Wendy, in any capacity, on behalf of Incline TSS, Ltd. during the relevant time period.**

*See, response to Request No. 34 (b), above.*

- f. All records and documents relating to or reflecting Incline TSS, Ltd. interests, Incline TSS, Ltd. ledgers, Incline TSS, Ltd. resolutions, Incline TSS, Ltd. minutes and/or memos and or notes of Incline TSS, Ltd. meetings, during the relevant time period.**

*See, response to Request No. 34 (b), above.*

- g. Copies of all documents relating to or reflecting any financial transaction of any nature involving Incline TSS, Ltd. and/or its assets at any time during the relevant time period.**

*See, response to Request No. 34 (b), above.*

- h. Copies of all documents relating to or reflecting the purchase, the listing for sale, the sale or transfer of any asset of Incline TSS, Ltd. during the relevant time period.**

*See, response to Request No. 34 (b), above.*

- i. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between you or your Firm and anyone else concerning or mentioning Incline TSS, Ltd. prepared or sent during the relevant time period.**

*See, response to Request No. 34 (a), above.*

- j. Any and all documents relating to, mentioning or reflecting assets contributed to or paid to Incline TSS, Ltd. during the relevant time period by Sam, in any capacity.**

*See, response to Request No. 34 (b), above.*

- k. Any and all documents relating to, mentioning or reflecting assets contributed to or paid to Incline TSS, Ltd. during the relevant time period by Todd, in any capacity, his spouse or any of his children.**

*See, response to Request No. 34 (b), above.*

- l. Any and all documents relating to, mentioning or reflecting assets contributed to or paid to Incline TSS, Ltd. during the relevant time period by Sam, in any capacity, his spouse or any of his children.**

*See, response to Request No. 34 (b), above.*

**m. Any and all documents relating to, mentioning or reflecting assets contributed to or paid to Incline TSS, Ltd. during the relevant time period by Wendy, in any capacity, his spouse or any of his children.**

*See*, response to Request No. 34 (b), above.

**n. Any and all documents relating to, mentioning or reflecting assets contributed to or paid to Incline TSS, Ltd. during the relevant time period by anyone, any entity or any trust other than Sam, Todd, Stan or Wendy.**

*See*, response to Request No. 34 (b), above.

**o. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from Incline TSS, Ltd. during the relevant time period to anyone or any entity.**

*See*, response to Request No. 34 (b), above.

**p. Any and all documents relating to, mentioning or reflecting any loans to which Incline TSS, Ltd. was a party during the relevant time period.**

*See*, response to Request No. 34 (b), above.

**q. All state and federal tax documents prepared, issued and/or filed in relation to Incline TSS, Ltd. during the relevant time period.**

*See*, response to Request No. 34 (b), above.

**35. All documents, files or records kept or maintained by you or your Firm with respect to the Tahoe Property.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it is not limited in time.

Mr. LeGoy and MCL Custodian further objects on the basis that any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “with respect to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**36. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between you and anyone else, other than your attorney(s), concerning the Tahoe Property prepared or sent during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue.

Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all correspondence" with "anyone else" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**37. All documents sent to you from anyone else, other than your attorney(s), or from you to anyone else, other than your attorney(s), regarding the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" sent from "anyone else" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**38. All documents, files or records kept or maintained by you reflecting any expense, insurance, taxes, security, maintenance or otherwise, that was paid for the benefit of the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" "reflecting any expense" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**39. All monthly or other periodic budgets or listing of monthly or other periodic**

**expenses relating to any expense, taxes, and/or insurance paid or that needs to be paid relating to the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**40. Originals, drafts, copies, revisions and amendments, executed or unexecuted, of documents, including contracts, deeds, deeds of trust, agreements, assignments or other documents, reflecting or evidencing the ownership of the Tahoe Property from January 1, 2003 through the present.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time,

as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**41. Originals, drafts, copies, revisions and amendments, executed or unexecuted, of documents, including contracts, deeds, deeds of trust, agreements, assignments or other documents, reflecting or evidencing the ownership of the Tahoe Property on the day before Sam died.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.



**42. Originals, drafts, copies, revisions and amendments, executed or unexecuted, of documents, including contracts, deeds, deeds of trust, agreements, assignments or other documents, reflecting or evidencing the current ownership of the Tahoe Property.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**43. Originals, drafts, copies, revisions and amendments, executed or unexecuted, of documents, including contracts, deeds, deeds of trust, agreements, assignments or other documents, relating to, mentioning or evidencing the transfer or alienation of any interest in the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and

shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**44. All encumbrances, liens, lis pendens or any other clouds on title on the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive

to this request.

**45. All documents, instruments or other papers reflecting the sale, potential sale, purchase and/or potential purchase of any interest in the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**46. Copies of all documents and/or closing statements in connection with the sale of any interest in the Tahoe Property, during the relevant time period, and all documents showing the disposition of the proceeds received from any such sale.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**47. Copies of all documents relating to, mentioning or evidencing any consideration paid in exchange for ownership in the Tahoe Property by any person, entity and/or trust during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**48. Copies of all documents relating to, mentioning or evidencing any consideration paid in exchange for ownership in any entity or trust that held an ownership interest in the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of

documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**49. All state and federal tax documents prepared, issued and/or filed in relation to the purchase or sale of any interest in the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as duplicative and

burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “in relation to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**50. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, in relation to the ownership and/or the change of ownership of the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**51. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, in relation to the ownership and/or the change of ownership of the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it



seeks “any and all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “in relation to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**52. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, in relation to the ownership and/or the change of ownership of the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D.

49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “any and all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**53. All appraisals of the Tahoe Property.**

Objection: Mr. LeGoy and MCL Custodian object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought and provided through requests for production of documents propounded to the parties of this litigation.

**54. All letters, correspondence, memoranda, notes, records, statements, billing statements, receipts, canceled checks or documents sent by you or your Law Firm or any other person acting on your or your attorneys' behalf to any individual or entity that has prepared or is preparing an appraisal of the Tahoe Property.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**55. Any and all documents relating to, mentioning or reflecting the value of the Tahoe Property at any time during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "any and all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would

result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**56. All contracts, settlements, agreements or documents of any sort entered into and/or executed by Todd, Stan or Wendy, in any capacity, in relation to the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all contracts of any sort" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client

privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**57. All documents relating to, referencing or reflecting in any way Sam's intentions that Todd, Stan and Wendy be treated and/or benefit equally in relation to the use of the Tahoe Property.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**58. All documents relating to, referencing or reflecting in any way Sam's**

**intentions that Todd, Stan and Wendy not be treated and/or benefit equally in relation to the use of the Tahoe Property.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**59. All documents relating to, referencing or reflecting in any way Sam's intentions that Todd, Stan and Wendy benefit equally from any sale of the Tahoe Property.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as

it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**60. All documents relating to, referencing or reflecting in any way Sam’s intentions that Todd, Stan and Wendy not benefit equally from any sale of the Tahoe Property.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject

through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**61. All documents relating to, mentioning or evidencing that you, your Firm and/or Todd, in any capacity, disclosed to Stan and/or Wendy the changes in ownership of the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D.



49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**62. All documents relating to, mentioning or evidencing that Stan, in any capacity, disclosed to Wendy the changes in ownership of the Tahoe Property during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**63. All documents relating to, mentioning or evidencing that you, your Firm and/or Todd, in any capacity, disclosed to Stan and/or Wendy the benefit(s) Todd, his spouse and/or his children would receive as a result of using some or all of Sam's life insurance proceeds to pay down debt on the Tahoe Property.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would

result in the disclosure of information in violation of personal or financial privacy rights.

**64. All documents relating to, mentioning or evidencing that you, your Firm and/or Todd, in any capacity, disclosed to Wendy that the use of the life insurance proceeds to pay down debt on the Tahoe Property would benefit him and/or his family more than it would benefit Wendy and/or her family.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**65. All documents relating to, mentioning or evidencing that Wendy understood that the use of the life insurance proceeds to pay down debt on the Tahoe Property would benefit Todd and/or his family more than it would benefit Wendy and/or her family.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**66. All documents relating to, mentioning or evidencing that you, your Firm and/or Todd, in any capacity, disclosed to Wendy that the use of the life insurance proceeds to pay down debt on the Tahoe Property would reduce or eliminate the liquidity in the Issue Trust.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**67. All documents relating to, mentioning or evidencing that Wendy understood that the use of the life insurance proceeds to pay down debt on the Tahoe Property would reduce or eliminate the liquidity of the Issue Trust.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks

production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**68. All documents relating to, mentioning or evidencing any loan or mortgage secured by the Tahoe Property at any time during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**69. All documents relating to, mentioning or evidencing SSJ, LLC's liability on any loan or mortgage secured by the Tahoe Property at any time during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would

result in the disclosure of information in violation of personal or financial privacy rights.

**70. All documents relating to, mentioning or evidencing Incline TSS, Ltd.'s liability on any loan or mortgage secured by the Tahoe Property at any time during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL



Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**71. All documents relating to, mentioning or evidencing Todd's or any of Todd's entities' or trusts' liability on any loan or mortgage secured by the Tahoe Property at any time during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**72. Any and all originals, drafts, copies, revisions, executed or unexecuted, of any agreements, other than Todd's Indemnification Agreement, that require Sam, Sam's Estate, the Family Trust and/or the Issue Trust to indemnify: (i) Todd, in any capacity, Todd's spouse and/or any of Todd's children, (ii) any Trust(s) benefiting Todd, Todd's spouse and/or any of Todd's children and/or (iii) any entity in which Todd, his spouse or his children or any Trust(s) benefiting Todd, Todd's spouse and/or any of Todd's children own an interest.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**73. Any and all originals, drafts, copies, revisions, executed or unexecuted, of Todd's Indemnification Agreement.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative

and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**74. All records and documents that relate to, mention or evidence the creation or execution of Todd's Indemnification Agreement, including, but not limited to, all correspondence, emails, text messages, reports, records, notes, memos, ledgers, invoices, statements and bills.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks "all records and documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". See *Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**75. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind that relate to or mention Todd's Indemnification Agreement and/or the creation, preparation, execution or use of Todd's Indemnification Agreement sent or received during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would

result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**76. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between you or your Firm and anyone else that relate to or mention Todd's Indemnification Agreement and/or the creation, preparation, execution or use of Todd's Indemnification Agreement.**

Objection: Mr. LeGoy and MCL Custodian object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive

to this request.

**77. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between Sam, or anyone acting on his behalf, and anyone else (including Sam's attorney(s)), that relate to or mention the creation, preparation, execution or use of Todd's Indemnification Agreement.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**78. All documents that relate to, mention or support the creation or preparation of the document titled "{Obligations}", which is attached as Exhibit "A" to Todd's Indemnification Agreement (See Exhibit A-3 at JSK001309 - JSK001316).**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**79. All documents that relate to, mention or support any of the debts identified in the document titled "(Obligations)", which is attached as Exhibit "A" to Todd's Indemnification Agreement (See Exhibit A-3 at JSK001309 - JSK001316).**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to

the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**80. All documents that relate to, mention or evidence the Mortgage Loan for 4505 Alpes Way in favor of Wells Fargo in the original principal amount of \$1,435,000.00 with monthly payments of \$7,281.67, which is identified on (See Exhibit A-3 at JSK001315).**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D.



49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**81. All documents that relate to, mention or evidence the Home Equity in favor of Wells Fargo in the original principal amount of \$485,000.00 with approximate monthly payments of \$1,400.00, which is identified on (See Exhibit A-3 at JSK001315).**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client

privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**82. All documents that relate to, mention or evidence the Mortgage Construction Loan in Favor of First Independent Bank in the original principal amount of \$3,060,000.00 with monthly payment on the 1<sup>st</sup> of each month of \$5,774.00 and a maturity date of August 1, 2008, which is identified on (See Exhibit A-3 at JSK001315).**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". See *Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL

Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**83. All documents that relate to, mention or evidence the Cadillac automobile loan Note in favor of GMAC in the original principal amount of \$33,600.00 with monthly payments of \$700.00 due on the 20<sup>th</sup> of each month and a maturity date of May 20, 2010, which is identified on (See Exhibit A-3 at JSK001315).**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**84. All documents that relate to, mention or evidence any debts of the "Indemnitees" (as the term is defined in the first paragraph of Todd's**

**Indemnification Agreement) that have been paid, forgiven or cancelled pursuant to the terms of Todd's Indemnification Agreement.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**85. All documents that relate to, mention or evidence any debts of the "Indemnitees" (as the term is defined in the first paragraph of Todd's Indemnification Agreement) that have not been paid, forgiven or cancelled but that you believe or allege are obligated to be paid, forgiven or cancelled under the terms of Todd's Indemnification Agreement.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad,

ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**86. All documents that relate to, mention or evidence the Mortgage Loan for 4505 Alpes Way in favor of Wells Fargo in the original principal amount of \$1,435,000.00 with monthly payments of \$7,281.67, which is identified on (See Exhibit A-3 at JSK001315).**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject

through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**87. All documents that relate to, mention or evidence any payments made on the debts of the "Indemnitees" (as the term is defined in the first paragraph of Todd's Indemnification Agreement) that have been paid under the terms of Todd's Indemnification Agreement.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks

production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**88. All federal or state tax returns or documents that report or reflect any payment, forgiveness or cancellation of debt pursuant to the terms of Todd's Indemnification Agreement.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**89. All documents that relate to, mention or evidence any debts of the "Indemnitees" (as the term is defined in the first paragraph of Todd's Indemnification Agreement) that have not been paid, forgiven or cancelled but that**

**you believe or allege are obligated to be paid, forgiven or cancelled under the terms of Todd's Indemnification Agreement.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**90. Any and all documents relating to, mentioning or evidencing any actions taken by you or your Firm or anyone acting on you or your Firm's behalf to apply or carry out the terms of Todd's Indemnification Agreement.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).



Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**91. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, or anyone acting on Todd's behalf to carry out or to enforce the terms of Todd's Indemnification Agreement.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL

Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**92. Any and all originals, drafts, copies, revisions, executed or unexecuted, of any agreements that require Sam, Sam's Estate, the Family Trust and/or the Issue Trust to indemnify: (i)-Stan, in any capacity, Stan's spouse and/or any of Stan's children, (ii) any Trust(s) benefiting Stan, Stan's spouse and/or any of Stan's children and/or (iii) any entity in which Stan, his spouse or his children or any Trust(s) benefiting Stan, Stan's spouse and/or any of Stan's children own an interest. (the "Stan Indemnification Agreements").**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**93. All records and documents that relate to, mention or evidence the creation or execution of the Stan Indemnification Agreements, including, but not limited to, all correspondence, emails, text messages, reports, records, notes, memos, ledgers, invoices, statements and bills.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**94. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind that relate to or mention the Stan Indemnification Agreements and/or the creation, preparation, execution or application of the Stan Indemnification Agreements sent or received during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as

overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**95. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between you or your Firm and anyone else that relate to or mention the Stan Indemnification Agreements and/or the creation, preparation, execution or application of the Stan Indemnification Agreements.**

Objection: Mr. LeGoy and MCL Custodian object to this request as duplicative and burdensome as the same information has been sought through requests for production of

documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**96. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between Sam, or anyone acting on his behalf, and anyone else (including Sam's attorney(s)), that relate to or mention the creation, preparation, execution or application of the Stan Indemnification Agreements.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**97. All documents that relate to, mention or evidence any debts of those indemnified by the Stan Indemnification Agreements that have been paid, forgiven or cancelled pursuant to the terms of the Stan Indemnification Agreements.**

Objection: Mr. LeGoy and MCL Custodian object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client

privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**98. All documents that relate to, mention or evidence any payments made on the debts of those indemnified by the Stan Indemnification Agreements that have been paid under the terms of the Stan Indemnification Agreements.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**99. All documents that relate to, mention or evidence any debts those indemnified by the Stan Indemnification Agreements that have not been paid, forgiven or cancelled but that you believe or allege are obligated to be paid, forgiven or cancelled under the terms of the Stan Indemnification Agreements.**

Objection: Mr. LeGoy and MCL Custodian object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**100. Any and all documents relating to, mentioning or evidencing any actions taken by you or your Firm to carry out or to enforce the terms of the Stan Indemnification Agreements.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous



and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**101. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, or anyone acting on Stan's behalf to carry out or to enforce the terms of the Stan Indemnification Agreements.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D.

49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**102. Any and all documents relating to, mentioning or evidencing the sale or disposition of any cattle after Sam's death that were owned by Sam's Estate, the Family Trust, the Issue Trust or any entity in which Sam, his Estate or any of his trusts or entities owned an interest.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**103. Copies of all documents in connection with the sale of any cattle after Sam's death that were owned by Sam's Estate, the Family Trust, the Issue Trust or any entity in which Sam, his Estate or his trusts owned an interest and all documents showing the disposition of the proceeds received from any such sale.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad in scope as it seeks "all documents" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "in connection with". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**104. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between you or your Firm and anyone else that relate to or mention any cattle owned or sold after Sam's death that were owned by the Family Trust, the Issue Trust or any entity in which Sam or his Estate owned an interest.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**105. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, in relation to any cattle that were owned by Sam's Estate, the Family Trust, the Issue Trust or any entity in which Sam or his Estate owned an interest.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant

to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**106. Any and all documents and the entire file(s) in your possession, custody or control or to which you may have access, pertaining to Bright Holland, Co., including but not limited to:**

- a. The entire corporate book or record, including all records, which would be includable in the books or records of Bright Holland, Co., during the relevant time period.**

Mr. LeGoy and MCL Custodian have no file nor any other record of representation of Bright Holland, Co.

- b. Any and all files and documents relating to the formation of Bright Holland, Co., including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments, supplements, addendums, alterations thereto or any other similar or connected document.**

*See, response to Request 106 (a), above.*

- c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of Bright Holland, Co. during the relevant time period.**

*See, response to Request 106 (a), above.*

- d. Any and all documents relating to, mentioning or reflecting the ownership interest of Wendy and/or the Wendy A. Jaksick 2012 BHC Family Trust in Bright Holland, Co. during the relevant time period.**

*See, response to Request 106 (a), above.*

- e. Any and all documents relating to, mentioning or reflecting the ownership interest of Todd and/or the Todd Jaksick 2012 BHC Family Trust in Bright Holland, Co. during the relevant time period.**

*See, response to Request 106 (a), above.*

- f. Any and all documents relating to, mentioning or reflecting the ownership interest of Stan and/or the Stanley Jaksick 2012 BHC**

**Family Trust in Bright Holland, Co. during the relevant time period.**

*See, response to Request 106 (a), above.*

**g. Any and all documents relating to, mentioning or reflecting the management or change of management of Bright Holland, Co. during the relevant time period.**

*See, response to Request 106 (a), above.*

**h. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, on behalf of and/or in relation to Bright Holland, Co. during the relevant time period.**

*See, response to Request 106 (a), above.*

**i. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, on behalf of and/or in relation to Bright Holland, Co. during the relevant time period.**

*See, response to Request 106 (a), above.*

**j. Any and all documents relating to, mentioning or evidencing any actions taken by Kevin, in any capacity, on behalf of and/or in relation to Bright Holland, Co. during the relevant time period.**

*See, response to Request 106 (a), above.*

**k. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, on behalf of and/or in relation to Bright Holland, Co. during the relevant time period.**

*See, response to Request 106 (a), above.*

- l. All records and documents relating to or reflecting Bright Holland, Co. interests, Bright Holland, Co. ledgers, Bright Holland, Co. resolutions, Bright Holland, Co. minutes and/or memos and or notes of Bright Holland, Co. meetings, during the relevant time period.**

*See, response to Request 106 (a), above.*

- m. Copies of all documents relating to or reflecting any financial transaction of any nature involving Bright Holland, Co. and/or its assets at any time during the relevant time period.**

*See, response to Request 106 (a), above.*

- n. Copies of all documents relating to or reflecting the purchase, sale or transfer of any asset of Bright Holland, Co., including Fly Ranch, during the relevant time period.**

*See, response to Request 106 (a), above.*

- o. Copies of all documents and/or closing statements in connection with the sale of any assets of Bright Holland, Co, including the property known as Fly Ranch, during the relevant time period, and all documents showing the disposition of the proceeds received from any such sale(s).**

*See, response to Request 106 (a), above.*

- 107. All records and documents relating to, mentioning or reflecting the proceeds Wendy and/or the Wendy A. Jaksick 2012 BHC Family Trust was entitled to receive and/or did receive as a result of the Fly Ranch sale.**



Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**108. All records and documents relating to, mentioning or reflecting the proceeds Todd and/or the Todd Jaksick 2012 BHC Family Trust was entitled to receive and/or did receive as a result of the Fly Ranch sale.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105

F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**109. All records and documents relating to, mentioning or reflecting the proceeds Stan and/or the Stanley Jaksick 2012 BHC Family Trust was entitled to receive and/or did receive as a result of the Fly Ranch sale.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D.

49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**110. All records and documents relating to, mentioning or reflecting that the proceeds of the Fly Ranch sale were held in escrow and why such funds were held in escrow.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of

documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**111. All records and documents relating to, mentioning or reflecting the disposition of the proceeds of the Fly Ranch sale.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would

result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**112. All state and federal tax documents prepared, issued and/or filed in relation to the sale of Fly Ranch or the proceeds of the sale of Fly Ranch.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**113. All records and documents relating to, mentioning or reflecting the payment or transfer of any of the proceeds of the Fly Ranch sale to the entity known as Jack Rabbit or Jack Rabbit Properties, LLC.**

Objection: Mr. LeGoy and MCL Custodian object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and

shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**114. All records and documents relating to, mentioning or reflecting purpose for the payment or transfer of any of the proceeds of the Fly Ranch sale to the entity known as Jack Rabbit or Jack Rabbit Properties, LLC.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**115. All records and documents relating to, mentioning or reflecting the current status and/or location of the proceeds of the Fly Ranch sale that were payable to Wendy or the Wendy A. Jaksick 2012 BHC Family Trust.**

Objection: Mr. LeGoy and MCL Custodian object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client

privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**116. All records and documents relating to, mentioning or reflecting the current status and/or location of the proceeds of the Fly Ranch sale that were payable to Todd or the Todd Jaksick 2012 BHC Family Trust.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.



**117. All records and documents relating to, mentioning or reflecting the current status and/or location of the proceeds of the Fly Ranch sale that were payable to Stan or the Stanley Jaksick 2012 BHC Family Trust.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**118. Any and all documents relating to, mentioning or evidencing the decision by Todd, in any capacity, Stan, in any capacity, or Kevin, in any capacity, not to distribute any of the proceeds of the sale of the Fly Ranch to Wendy or the Wendy A. Jaksick 2012 BHC Family Trust.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous

and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**119. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between you, in any capacity, and anyone else concerning or mentioning Bright Holland, Co. and/or the sale of Fly Ranch prepared or sent during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all correspondence” “between you and anyone else” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**120. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between Kevin Riley, in any capacity, and anyone else concerning or mentioning Bright Holland, Co. and/or the sale of Fly Ranch prepared or sent during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick’s death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the foregoing objections, Mr. LeGoy and MCL Custodian responds as follows: They do not have possession, custody or control over the communications of Kevin Riley.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**121. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from Bright Holland, Co. during the relevant time period to anyone or any entity.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL

Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**122. Any and all documents relating to, mentioning or reflecting any loans to which Bright Holland, Co. was a party during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". See *Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**123. Any and all documents and the entire file(s) in you and/or your Firm's possession, custody or control or to which you or your Firm may have access, pertaining to Pioneer Group, Inc., including but not limited to:**

- a. The entire corporate book or record, including all records, which would be ineluctable in the books or records of Pioneer Group, Inc., during the relevant time period.**

Mr. LeGoy and MCL Custodian have no file nor any other record of representation of Pioneer Group, Inc.

- b. Any and all files and documents relating to the formation of Pioneer Group, Inc., including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments, supplements, addendums, alterations thereto or any other similar or connected document.**

*See, response to Request 123 (a), above.*

- c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of Pioneer Group, Inc. during the relevant time period.**

*See, response to Request 123 (a), above.*

- d. Any and all documents relating to, mentioning or reflecting the ownership interest of Wendy and/or the Pioneer Group, Inc. in Pioneer Group, Inc. during the relevant time period.**

*See, response to Request 123 (a), above.*

- e. Any and all documents relating to, mentioning or reflecting the ownership interest of Todd, in any capacity, in Pioneer Group, Inc. during the relevant time period.**

*See, response to Request 123 (a), above.*

- f. Any and all documents relating to, mentioning or reflecting the ownership interest of Stan, in any capacity, in Pioneer Group, Inc. during the relevant time period.**

*See, response to Request 123 (a), above.*

- g. Any and all documents relating to, mentioning or reflecting the management or change of management of Pioneer Group, Inc. during the relevant time period.**

*See, response to Request 123 (a), above.*

- h. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, on behalf of and/or in relation to Pioneer Group, Inc. during the relevant time period.**

*See, response to Request 123 (a), above.*

- i. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, on behalf of and/or in relation to Pioneer Group, Inc. during the relevant time period.**

*See, response to Request 123 (a), above.*

- j. Any and all documents relating to, mentioning or evidencing any actions taken by Kevin, in any capacity, on behalf of and/or in relation to Pioneer Group, Inc. during the relevant time period.**

*See, response to Request 123 (a), above.*

- k. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, on behalf of and/or in relation to Pioneer Group, Inc. during the relevant time period.**

*See*, response to Request 123 (a), above.

- l. All records and documents relating to or reflecting Pioneer Group, Inc. interests, ledgers, resolutions, corporate minutes, during the relevant time period.**

*See*, response to Request 123 (a), above.

- m. Copies of all documents relating to or reflecting any financial transaction of any nature involving Pioneer Group, Inc. and/or its assets at any time during the relevant time period.**

*See*, response to Request 123 (a), above.

- 124. Copies of all documents and closing statements relating to or reflecting the purchase, sale or transfer of any asset of Pioneer Group, Inc., including Bronco Billy's Casino, during the relevant time period and all documents showing the disposition of the proceeds received from any such sale(s).**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and



burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**125. All records and documents relating to, mentioning or reflecting the proceeds Wendy and/or the Family Trust was entitled to receive and/or did receive as a result of the Bronco Billy's sale.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by type and relevance.

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks

production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**126. All records and documents relating to, mentioning or reflecting the proceeds Todd, in any capacity, was entitled to receive and/or did receive as a result of the Bronco Billy's sale.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by type and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**127. All records and documents relating to, mentioning or reflecting the proceeds Stan, in any capacity, was entitled to receive and/or did receive as a result of the Bronco Billy's sale.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by type and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**128. All records and documents relating to, mentioning or reflecting that the proceeds of the Bronco Billy's sale were held in escrow and why such funds were held in escrow.**

Objection: Mr. LeGoy and MCL Custodian object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “all records and documents” and does not designate documents by type and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**129. All records and documents relating to, mentioning or reflecting the disposition of the proceeds of the Bronco Billy's sale.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s

employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**130. All state and federal tax documents prepared, issued and/or filed in relation to the sale of Bronco Billy's or the proceeds of the sale of Bronco Billy's.**

Objection: Mr. LeGoy and MCL Custodian object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**131. All records and documents relating to, mentioning or reflecting the current status and/or location of the proceeds of the Bronco Billy's sale that were payable to Wendy or the Family Trust.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**132. All records and documents relating to, mentioning or reflecting the current status and/or location of the proceeds of the Bronco Billy's sale that were payable to Todd, in any capacity.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**133. All records and documents relating to, mentioning or reflecting the current status and/or location of the proceeds of the Bronco Billy's sale that were payable to Stan, in any capacity.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client

privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**134. Any and all documents relating to, mentioning or evidencing the decision by Todd, in any capacity, or Kevin, in any capacity, or Stan, in any capacity, not to distribute any of the proceeds of the sale of the Bronco Billy's to or for the benefit of Wendy.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**135. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between you or your Firm, in any capacity, and anyone else concerning or mentioning Pioneer Group, Inc. and/or the sale of Bronco Billy's prepared or sent during the relevant time period.**



Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all correspondence" "between . . . anyone else" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**136. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between Todd, in any capacity, and anyone else concerning or mentioning Pioneer Group, Inc. and/or the sale of Bronco Billy's prepared or sent during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**137. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between Kevin Riley, in any capacity, and anyone else concerning or mentioning Pioneer Group, Inc. and/or the sale of Bronco Billy's prepared or sent during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all correspondence" "between ...anyone else".

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the forgoing objections, Mr. LeGoy and MCL Custodian respond as follows: They are not in possession, custody or control of the communications of Kevin Riley.

**138. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between Stan, in any capacity, and anyone else concerning or mentioning Pioneer Group, Inc. and/or the sale of Bronco Billy's prepared or sent during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "all correspondence" "between . . . anyone else".

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the foregoing objections, Mr. LeGoy and MCL Custodian responds as follows: They are not in possession, custody or control over the communications of Stan.

**139. Any and all documents relating to, mentioning or evidencing that Wendy could not participate in and/or receive proceeds of the sale of Bronco Billy's because of her failure or inability to obtain a license from the Colorado Division of Gaming.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to

the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**140. Any and all documents relating to, mentioning or evidencing that Family Trust could not participate in and/or receive proceeds of the sale of Bronco Billy's because of its failure or inability to obtain a license from the Colorado Division of Gaming.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client

privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**141. All records and documents relating to, mentioning or reflecting any actions taken by Todd, in any capacity, Stan, in any capacity, Kevin, in any capacity, or anyone else to enable the Bronco Billy's sale to proceed, when Wendy could not or did not own a license from the Colorado Division of Gaming.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**142. All records and documents relating to, mentioning or reflecting any actions taken by Todd, in any capacity, Stan, in any capacity, Kevin, in any capacity, or anyone else to enable the Bronco Billy's sale to proceed, when the Family Trust could not or did not own a license from the Colorado Division of Gaming.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as duplicative and

burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**143. Any and all documents relating to, mentioning or evidencing that Wendy and/or the Family Trust could not participate in and/or receive proceeds of the sale of Bronco Billy's because of their inability or failure to obtain**

Objection: Mr. LeGoy and MCL Custodian object to this request on the basis that it is incomplete and vague, as the drafter failed to complete the sentence.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client

privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**144. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from Pioneer Group, Inc. during the relevant time period to anyone or any entity.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would

result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**145. Any and all documents relating to, mentioning or reflecting any loans to which Pioneer Group, Inc. was a party during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.



**146. All documents relating to, mentioning or evidencing the preparation, creation and/or execution of the Note Payable Between Duck Lake Ranch LLC and Samuel Jaksick Jr. (WJ 012356).**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Subject to and without waiving the objections set forth above, Mr. LeGoy and MCL Custodian respond that they are not in possession, custody or control of any documents responsive to this request.

**147. All correspondence, cards, notes, email correspondence and/or other electronic, mobile, social media, text message, electronic message, or internet correspondence of any kind between you, in any capacity, and anyone else concerning or mentioning the Note Payable Between Duck Lake Ranch LLC and Samuel Jaksick Jr. (WJ 012356) or the creation and/or execution of same.**

*See*, response to Request No. 146, above.

**148. All documents relating to, mentioning or evidencing that Sam received the \$85,000.00 cash identified in the Note Payable Between Duck Lake Ranch LLC and Samuel Jaksick Jr. (WJ 012356).**

*See*, response to Request No. 146, above.

**149. All documents relating to, mentioning or evidencing whether Sam repaid part or all of the balance due under the Note Payable Between Duck Lake Ranch LLC and Samuel Jaksick Jr. (WJ 012356).**

*See*, response to Request No. 146, above.

**150. All documents relating to, mentioning or evidencing what happened to the Super cub-Sammy Supercub identified as collateral in the Note Payable Between Duck Lake Ranch LLC and Samuel Jaksick Jr. (WJ 012356) after Sam failed to fully repay the balance due on the Note.**

*See*, response to Request No. 146, above.

**151. Any and all documents and the entire file(s) in you and/or your Firm's possession, custody or control or to which you or your Firm may have access, pertaining to Jackrabbit Properties, LLC, including but not limited to:**

- a. The entire corporate book or record, including all records, which would be includable in the books or records of Jackrabbit Properties, LLC, during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr.

LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “the entire corporate record” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**b. Any and all files and documents relating to the formation of Jackrabbit Properties, LLC, including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments, supplements, addendums, alterations thereto or any other similar or connected document.**

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. See *Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

See also, response to Request No. 151 (a), above.

- c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of Jackrabbit Properties, LLC during the relevant time period.**

*See*, response to Request No. 151 (b), above.

- d. Any and all documents relating to, mentioning or reflecting the ownership interest of Wendy and/or the Jackrabbit Properties, LLC in Jackrabbit Properties, LLC during the relevant time period.**

*See*, response to Request No. 151 (b), above.

- e. Any and all documents relating to, mentioning or reflecting the ownership interest of Todd, in any capacity, in Jackrabbit Properties, LLC during the relevant time period.**

*See*, response to Request No. 151 (b), above.

- f. Any and all documents relating to, mentioning or reflecting the ownership interest of Stan, in any capacity, in Jackrabbit Properties, LLC during the relevant time period.<sup>3</sup>**

*See*, response to Request No. 151 (b), above.

- g. Any and all documents relating to, mentioning or reflecting the management or change of management of Jackrabbit Properties, LLC during the relevant time period.**

*See*, response to Request No. 151 (b), above.

- h. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, on behalf of and/or in**

**relation to Jackrabbit Properties, LLC during the relevant time period.**

*See*, response to Request No. 151 (b), above.

- i. i. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, on behalf of and/or in relation to Jackrabbit Properties, LLC during the relevant time period.**

*See*, response to Request No. 151 (b), above.

- j. J. Any and all documents relating to, mentioning or evidencing any actions taken by Kevin, in any capacity, on behalf of and/or in relation to Jackrabbit Properties, LLC during the relevant time period.**

*See*, response to Request No. 151 (b), above.

- k. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, on behalf of and/or in relation to Jackrabbit Properties, LLC during the relevant time period.**

*See*, response to Request No. 151 (b), above.

- l. All records and documents relating to or reflecting Jackrabbit Properties, LLC interests, ledgers, resolutions, corporate minutes, during the relevant time period.**

*See*, response to Request No. 151 (b), above.

- m. Copies of all documents relating to or reflecting any financial transaction of any nature involving Jackrabbit Properties, LLC and/or its assets at any time during the relevant time period.**

*See*, response to Request No. 151 (b), above.

- n. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from Jackrabbit Properties, LLC during the relevant time period to anyone or any entity.**

*See*, response to Request No. 151 (b), above.

- o. Any and all documents relating to, mentioning or reflecting any loans to which Jackrabbit Properties, LLC was a party during the relevant time period.**

*See*, response to Request No. 151 (b), above.

**152. Any and all documents and the entire file(s) in you and/or your Firm's possession, custody or control or to which you or your Firm may have access, pertaining to Home camp, LLC, including but not limited to:**

- a. The entire corporate book or record, including all records, which would be includable in the books or records of Homecamp, LLC, during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks “the entire corporate record” and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**b. Any and all files and documents relating to the formation of Homecamp, LLC, including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments, supplements, addendums, alterations thereto or any other similar or connected document.**

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. See *Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

See also, response to Request No. 152 (a), above.

**c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of Homecamp, LLC during the relevant time period.**

*See*, response to Request No. 152 (b), above.

- d. Any and all documents relating to, mentioning or reflecting the ownership interest of Wendy and/or the Homecamp, LLC in Homecamp, LLC during the relevant time period.**

*See*, response to Request No. 152 (b), above.

- e. Any and all documents relating to, mentioning or reflecting the ownership interest of Todd, in any capacity, in Homecamp, LLC during the relevant time period.**

*See*, response to Request No. 152 (b), above.

- f. Any and all documents relating to, mentioning or reflecting the ownership interest of Stan, in any capacity, in Homecamp, LLC during the relevant time period.**

*See*, response to Request No. 152 (b), above.

- g. Any and all documents relating to, mentioning or reflecting the management or change of management of Homecamp, LLC during the relevant time period.**

*See*, response to Request No. 152 (b), above.

- h. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, on behalf of and/or in relation to Homecamp, LLC during the relevant time period.**

*See*, response to Request No. 152 (b), above.



- i. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, on behalf of and/or in relation to Homecamp, LLC during the relevant time period.**

*See, response to Request No. 152 (b), above.*

- j. Any and all documents relating to, mentioning or evidencing any actions taken by Kevin, in any capacity, on behalf of and/or in relation to Homecamp, LLC during the relevant time period.**

*See, response to Request No. 152 (b), above.*

- k. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, on behalf of and/or in relation to Homecamp, LLC during the relevant time period.**

*See, response to Request No. 152 (b), above.*

- l. All records and documents relating to or reflecting Homecamp, LLC interests, ledgers, resolutions, corporate minutes, during the relevant time period.**

*See, response to Request No. 152 (b), above.*

- m. Copies of all documents relating to or reflecting any financial transaction of any nature involving Homecamp, LLC and/or its assets at any time during the relevant time period.**

*See, response to Request No. 152 (b), above.*

- n. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from Homecamp, LLC during the relevant time period to anyone or any entity.**

*See*, response to Request No. 152 (b), above.

- o. Any and all documents relating to, mentioning or reflecting any loans to which Homecamp, LLC was a party during the relevant time period.**

*See*, response to Request No. 152 (b), above.

**153. Any and all documents and the entire file(s) in you and/or your Firm's possession, custody or control or to which you or your Firm may have access, pertaining to White Pine Ranch dba White Pine Lumber Co., including but not limited to:**

- a. The entire corporate book or record, including all records, which would be includable in the books or records of White Pine Ranch dba White Pine Lumber Co., during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "the entire corporate record" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or

any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

- b. Any and all files and documents relating to the formation of White Pine Ranch dba White Pine Lumber Co., including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments, supplements, addendums, alterations thereto or any other similar or connected document.**

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

*See also*, response to Request No. 153 (a), above.

- c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of White Pine Ranch dba White Pine Lumber Co. during the relevant time period.**

*See*, response to Request No. 153 (b), above.

- d. Any and all documents relating to, mentioning or reflecting the ownership interest of Wendy and/or the White Pine Ranch dba White Pine Lumber Co. in White Pine Ranch dba White Pine Lumber Co. during the relevant time period.**

*See*, response to Request No. 153 (b), above.

- e. Any and all documents relating to, mentioning or reflecting the ownership interest of Todd, in any capacity, in White Pine Ranch dba White Pine Lumber Co. during the relevant time period.**

*See*, response to Request No. 153 (b), above.

- f. Any and all documents relating to, mentioning or reflecting the ownership interest of Stan, in any capacity, in White Pine Ranch dba White Pine Lumber Co. during the relevant time period.**

*See*, response to Request No. 153 (b), above.

- g. Any and all documents relating to, mentioning or reflecting the management or change of management of White Pine Ranch dba White Pine Lumber Co. during the relevant time period.**

*See*, response to Request No. 153 (b), above.

- h. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, on behalf of and/or in relation to White Pine Ranch dba White Pine Lumber Co. during the relevant time period.**

*See*, response to Request No. 153 (b), above.

- i. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, on behalf of and/or in relation to White Pine Ranch dba White Pine Lumber Co. during the relevant time period.**

*See*, response to Request No. 153 (b), above.

- j. Any and all documents relating to, mentioning or evidencing any actions taken by Kevin, in any capacity, on behalf of and/or in relation to White Pine Ranch dba White Pine Lumber Co. during the relevant time period.**

*See, response to Request No. 153 (b), above.*

- k. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, on behalf of and/or in relation to White Pine Ranch dba White Pine Lumber Co. during the relevant time period.**

*See, response to Request No. 153 (b), above.*

- l. All records and documents relating to or reflecting White Pine Ranch dba White Pine Lumber Co. interests, ledgers, resolutions, corporate minutes, during the relevant time period.**

*See, response to Request No. 153 (b), above.*

- m. Copies of all documents relating to or reflecting any financial transaction of any nature involving White Pine Ranch dba White Pine Lumber Co. and/or its assets at any time during the relevant time period.**

*See, response to Request No. 153 (b), above.*

- n. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from White Pine Ranch dba White Pine Lumber Co. during the relevant time period to anyone or any entity.**

*See*, response to Request No. 153 (b), above.

- o. Any and all documents relating to, mentioning or reflecting any loans to which White Pine Ranch dba White Pine Lumber Co. was a party during the relevant time period.**

*See*, response to Request No. 153 (b), above.

**154. Any and all documents and the entire file(s) in you and/or your Firm's possession, custody or control or to which you or your Firm may have access, pertaining to Duck Lake Ranch, LLC, including but not limited to:**

- a. The entire corporate book or record, including all records, which would be includable in the books or records of Duck Lake Ranch, LLC, during the relevant time period.**

Objection: Mr. LeGoy and MCL Custodian object to this request as it overbroad in time, as any transaction which transpired before Samuel Jaksick's death on April 21, 2013 is irrelevant to the matters at issue. Additionally, Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad in scope as it seeks "the entire corporate record" and does not designate documents by topic and relevance.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of

information in violation of personal or financial privacy rights.

- b. Any and all files and documents relating to the formation of Duck Lake Ranch, LLC, including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments, supplements, addendums, alterations thereto or any other similar or connected document.**

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. See *Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

See also, response to Request No. 154 (a), above.

- c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of Duck Lake Ranch, LLC during the relevant time period.**

See, response to Request No. 154 (b), above.

- d. Any and all documents relating to, mentioning or reflecting the ownership interest of Wendy and/or the Duck Lake Ranch, LLC in Duck Lake Ranch, LLC during the relevant time period.**

See, response to Request No. 154 (b), above.

- e. Any and all documents relating to, mentioning or reflecting the ownership interest of Todd, in any capacity, in Duck Lake Ranch, LLC during the relevant time period.**

*See, response to Request No. 154 (b), above.*

- f. Any and all documents relating to, mentioning or reflecting the ownership interest of Stan, in any capacity, in Duck Lake Ranch, LLC during the relevant time period.**

*See, response to Request No. 154 (b), above.*

- g. Any and all documents relating to, mentioning or reflecting the management or change of management of Duck Lake Ranch, LLC during the relevant time period.**

*See, response to Request No. 154 (b), above.*

- h. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, on behalf of and/or in relation to Duck Lake Ranch, LLC during the relevant time period.**

*See, response to Request No. 154 (b), above.*

- i. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, on behalf of and/or in relation to Duck Lake Ranch, LLC during the relevant time period.**

*See, response to Request No. 154 (b), above.*

- j. Any and all documents relating to, mentioning or evidencing any actions taken by Kevin, in any capacity, on behalf of and/or in relation to Duck Lake Ranch, LLC during the relevant time period.**



*See*, response to Request No. 154 (b), above.

- k. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, on behalf of and/or in relation to Duck Lake Ranch, LLC during the relevant time period.**

*See*, response to Request No. 154 (b), above.

- l. All records and documents relating to or reflecting Duck Lake Ranch, LLC interests, ledgers, resolutions, corporate minutes, during the relevant time period.**

*See*, response to Request No. 154 (b), above.

- m. Copies of all documents relating to or reflecting any financial transaction of any nature involving Duck Lake Ranch, LLC and/or its assets at any time during the relevant time period.**

*See*, response to Request No. 154 (b), above.

- n. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from Duck Lake Ranch, LLC during the relevant time period to anyone or any entity.**

*See*, response to Request No. 154 (b), above.

- o. Any and all documents relating to, mentioning or reflecting any loans to which Duck Lake Ranch, LLC was a party during the relevant time period.**

*See*, response to Request No. 154 (b), above.

**155. Any and all documents and the entire file(s) in you and/or your Firm's possession, custody or control or to which you or your Firm may have access, pertaining to Toiyabe Co., including but not limited to:**

- a. The entire corporate book or record, including all records, which would be includable in the books or records of Toiyabe Co., during the relevant time period.**

Mr. LeGoy and MCL Custodian have no file nor any other record of representation of Toiyabe Co.

- b. Any and all files and documents relating to the formation of Toiyabe Co., including, but not limited to, entity agreements, articles of formation, amendments to entity agreements, by-laws, and any and all amendments, supplements, addendums, alterations thereto or any other similar or connected document.**

*See, response to Request No. 155 (a), above.*

- c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of Toiyabe Co. during the relevant time period.**

*See, response to Request No. 155 (a), above.*

- d. Any and all documents relating to, mentioning or reflecting the ownership interest of Wendy and/or the Toiyabe Co. in Toiyabe Co. during the relevant time period.**

*See, response to Request No. 155 (a), above.*

- e. Any and all documents relating to, mentioning or reflecting the ownership interest of Todd, in any capacity, in Toiyabe Co. during the relevant time period.**

*See, response to Request No. 155 (a), above.*

- f. Any and all documents relating to, mentioning or reflecting the ownership interest of Stan, in any capacity, in Toiyabe Co. during the relevant time period.**

*See, response to Request No. 155 (a), above.*

- g. Any and all documents relating to, mentioning or reflecting the management or change of management of Toiyabe Co. during the relevant time period.**

*See, response to Request No. 155 (a), above.*

- h. Any and all documents relating to, mentioning or evidencing any actions taken by Todd, in any capacity, on behalf of and/or in relation to Toiyabe Co. during the relevant time period.**

*See, response to Request No. 155 (a), above.*

- i. Any and all documents relating to, mentioning or evidencing any actions taken by Stan, in any capacity, on behalf of and/or in relation to Toiyabe Co. during the relevant time period.**

*See, response to Request No. 155 (a), above.*

- j. Any and all documents relating to, mentioning or evidencing any actions taken by Kevin, in any capacity, on behalf of and/or in relation to Toiyabe Co. during the relevant time period.**

*See*, response to Request No. 155 (a), above.

- k. Any and all documents relating to, mentioning or evidencing any actions taken by Wendy, in any capacity, on behalf of and/or in relation to Toiyabe Co. during the relevant time period.**

*See*, response to Request No. 155 (a), above.

- l. All records and documents relating to or reflecting Toiyabe Co. interests, ledgers, resolutions, corporate minutes, during the relevant time period.**

*See*, response to Request No. 155 (a), above.

- m. Copies of all documents relating to or reflecting any financial transaction of any nature involving Toiyabe Co. and/or its assets at any time during the relevant time period.**

*See*, response to Request No. 155 (a), above.

- n. Any and all documents relating to, mentioning or reflecting distributions of cash or other assets from Toiyabe Co. during the relevant time period to anyone or any entity.**

*See*, response to Request No. 155 (a), above.

- o. Any and all documents relating to, mentioning or reflecting any loans to which Toiyabe Co. was a party during the relevant time period.**

*See*, response to Request No. 155 (a), above.

- 156. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated July 16, 2013**

**(Exhibit "9" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

**157. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated July 16, 2013 (Exhibit "9" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks

production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**158. All documents relating to, mentioning or evidencing that one or more of the Co- Trustees provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated July 16, 2013 (Exhibit "9" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1' '), before it was executed.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

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**159. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated July 24, 2013 (Exhibit "10" to the Petition for Confirmation Concerning the Family Trust, which**

**is attached hereto as Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

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**160. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated July 24, 2013 (Exhibit "10" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1' '), and/or the creation and execution of same.**

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**161. All documents relating to, mentioning or evidencing that one or more of the Co- Trustees provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated July 24, 2013 (Exhibit "10" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1' '), before it was executed.**

Objection: Mr. LeGoy and MCL Custodian object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

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Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would



result in the disclosure of information in violation of personal or financial privacy rights.

**162. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated August 14, 2013 (Exhibit "11" to the Petition for Confirmation concerning the Family Trust), and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

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**163. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated August 14, 2013 (Exhibit "11" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1' '), and/or the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

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**164. All documents relating to, mentioning or evidencing that one or more of the Co- Trustees provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated August 14, 2013 (Exhibit “11” to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit “A-1”), before it was executed.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

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Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client

privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**165. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated August 26, 2013 (Exhibit "12" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

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**166. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated August 26, 2013 (Exhibit "12" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1' '), and/or the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

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**167. All documents relating to, mentioning or evidencing that one or more of the Co- Trustees provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated August 26, 2013 (Exhibit "12" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1")), before it was executed.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

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**168. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated January 31, 2014 ((Exhibit "13" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1", and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

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Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis

that the subpoena does not define the “relevant time period.”

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**170. All documents relating to, mentioning or evidencing that one or more of the Co- Trustees provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated January 31, 2014 (Exhibit “13” to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit “A-1”), before it was executed.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

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**171. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated April 15, 2014 (Exhibit "14" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

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Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

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**173. All documents relating to, mentioning or evidencing that one or more of the Co- Trustees provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated April 15, 2014 (Exhibit "14" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1'), before it was executed.**

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**174. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated August 28, 2014 (Exhibit "15" to the Petition for Confirmation concerning the Family Trust), and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

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**175. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated August 28, 2014 (Exhibit "15" to the Petition for**

**Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1'), and/or the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

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Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate

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**177. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated September 25, 2014 (Exhibit "16" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

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Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

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**179. All documents relating to, mentioning or evidencing that one or more of the Co- Trustees provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated September 25, 2014 (Exhibit "16" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before it was executed.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated

subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

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**180. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated June 5, 2013 (Exhibit "7" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

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**181. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated June 5, 2013 (Exhibit "7" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2'), and/or the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

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**182. All documents relating to, mentioning or evidencing that you, in your capacity as Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated June 5, 2013 (Exhibit "7" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2'), and/or the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request on the basis that neither

of them is the Trustee of the Issue Trust.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

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Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**183. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated August 28, 2014 (Exhibit "8" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2'), and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**184. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated August 28, 2014 (Exhibit “8” to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit “A-2”), and/or the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**185. All documents relating to, mentioning or evidencing that you, in your capacity as Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated August 28, 2014**



**(Exhibit "8" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request on the basis that neither of them is Trustee of the Issue Trust.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**186. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated September 25, 2014 (Exhibit "9" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated

subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**187. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated September 25, 2014 (Exhibit “9” to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit “A-2”), and/or the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the “relevant time period.”

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**188. All documents relating to, mentioning or evidencing that you, in your capacity as Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated September 25, 2014 (Exhibit "9" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A- 2.:], before it was executed.**

Objection: Mr. LeGoy and MCL Custodian object to this request on the basis that neither of them is Trustee of the Issue Trust.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

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**189. Any and all originals, drafts, copies, revisions and amendments, executed or unexecuted of the Agreement and Consent to Proposed Action, dated November 13, 2015 (Exhibit "10" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2', and any and all documents relating to, mentioning or evidencing the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase "relating to". *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that "refer or relate to" plaintiff's employment "is too broad and ambiguous" and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**190. All written communications, correspondence, emails and text messages sent or received during the relevant time period, that relate to or mention the Agreement and Consent to Proposed Action, dated November 13, 2015 (Exhibit "10" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2', and/or the creation and execution of same.**

Objection: Mr. LeGoy and MCL Custodian object to this request as overbroad on the basis that the subpoena does not define the "relevant time period."

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject

through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

**191. All documents relating to, mentioning or evidencing that you, in your capacity as Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the Agreement and Consent to Proposed Action, dated November 13, 2015 (Exhibit "10" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A- 2', before it was executed.**

Objection: Mr. LeGoy and MCL Custodian object to this request on the basis that neither of them is Trustee of the Issue Trust.

Mr. LeGoy and MCL Custodian further object to this request as overbroad, ambiguous and shifts the burden to them to determine which kinds of documents might pertain to the stated subject through the use of the phrase “relating to”. *See Robbins v. Camden City Bd. of Educ.*, 105 F.R.D. 49, 60 (D.N.J. 1985) (interrogatory seeking all documents that “refer or relate to” plaintiff’s employment “is too broad and ambiguous” and would be improper under Rule 34).

Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

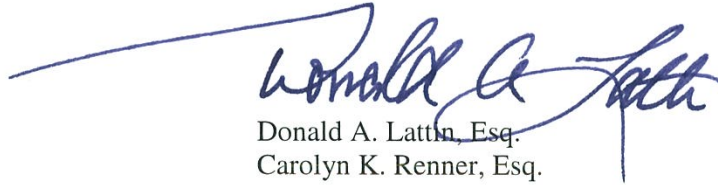
Mr. LeGoy and MCL Custodian further object to this Request to the extent that it seeks

August 20, 2018  
Page 171 of 171

production of documents and information that are protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, and/or would result in the disclosure of information in violation of personal or financial privacy rights.

Kindest Regards,

MAUPIN, COX & LEGOY

A handwritten signature in blue ink, appearing to read "Donald A. Lattin", is written over the printed name and title. The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Donald A. Lattin, Esq.  
Carolyn K. Renner, Esq.

DAL:js

c: Kent Robison, Esq.  
Therese M. Shanks, Esq.  
Philip L. Kreitlein, Esq.  
Adam Hosmer-Henner, Esq.  
Sarah A. Ferguson, Esq.  
Alexi Smrt  
Luke Jaksick  
Regan Jaksick  
Sydney Jaksick  
Sawyer Jaksick  
Benjamin Jaksick  
Amanda Jaksick

FILED  
Electronically  
PR17-00445  
2018-09-21 11:47:41 AM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 6892439 : pmsewell

# EXHIBIT 5

# EXHIBIT 5



**SPENCER & JOHNSON, PLLC**

www.dallasprobate.com

R. KEVIN SPENCER  
ZACHARY E. JOHNSON  
BRENDAN P. HARVELL  
TIMOTHY J. MILLER  
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July 30, 2018

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71 Washington Street  
Reno, NV 89503

VIA EMAIL: KROBISON@RBSLAW.COM  
TSHANKS@RSSBLAW.COM

**Re: Jaksick Trust Litigation – Case No. PR17-00445,  
Second Judicial District Court of Washoe County, Nevada**

Dear Counsel:

On May 25, 2018, Wendy Jaksick (“Wendy”) served on Todd Jaksick, Individually (“Todd”), as Co-Trustee of The Samuel S. Jaksick, Jr. Family Trust (“Family Co-Trustee”), and as Trustee of The SSJ’s Issue Trust (“Issue Trustee”) (collectively, “Todd, in All Capacities”), the following Requests for Production:

- 1) Wendy A. Jaksick’s First Request for Production of Documents to Todd B. Jaksick, Individually, as Co-Trustee of the Family Trust and as Trustee of the Issue Trust (the “First RFP”);
- 2) Wendy A. Jaksick’s Second Request for Production of Documents to Todd B. Jaksick, Individually, as Co-Trustee of the Family Trust and as Trustee of the Issue Trust (the “Second RFP”);
- 3) Wendy A. Jaksick’s Third Request for Production of Documents to Todd B. Jaksick, Individually, as Co-Trustee of the Family Trust and as Trustee of the Issue Trust (the “Third RFP”); and
- 4) Wendy A. Jaksick’s Fourth Request for Production of Documents to Todd B. Jaksick, Individually, as Co-Trustee of the Family Trust and as Trustee of the Issue Trust (the “Fourth RFP”) (collectively, Wendy’s RFPs”).

On June 27, 2018, Family Co-Trustee and Issue Trustee returned responses to Wendy’s RFPs (“Trustees’ Responses”), and on July 16, 2018, Todd returned responses to Wendy’s RFPs (“Todd’s Responses”). The majority of Trustees’ Responses include the following language “Subject to and without waiving the foregoing objections, Todd will produce relevant, non-privileged documents responsive to this request that are in his possession, custody, or control.” (emphasis added). For example, more than 80 of the 88 responses to Wendy’s First RFP’s include such language.



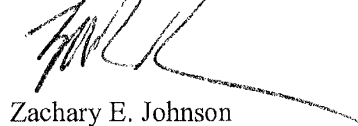
Many of Todd's Responses include the following language "Todd, as an individual and beneficiary, incorporates his responses and objections as Co-Trustee of the Family Trust and as Trustee of the Issue Trust, as if fully set forth here" As a result, many of Todd's Responses incorporate the "will produce" language from Trustees' Responses. Additionally, many of Todd's Responses include various objections and then fail to state whether inspection will be permitted or whether responsive materials exist and are being withheld on the basis of the objection(s).

All of these responses are improper and do not meet Todd's obligations under the Rules. Wendy is entitled to know if responsive documents exist and if such documents are being produced or withheld based on objections. Stanley Jaksick's and Todd's depositions are scheduled to begin in just over in seven (7) days and it is imperative that we have complete responses to Wendy's RFPs. If we do not receive complete responses with sufficient time to review and prepare for the depositions, we will have no choice but to postpone our depositions of Stan and Todd and/or seek additional deposition time once we receive sufficient responses that comply with the Rules. If we do not receive amended/supplemental responses from you or receive confirmation that you intend to amend/supplement the responses by the **end of business (5:00 p.m.) on Tuesday, July 31, 2018**, we will assume you do not intend to amend/supplement your responses and will have no choice but to take steps to compel your compliance with the Rules.

If there are documents responsive to Wendy's RFPs at Todd's offices that have not been produced electronically, please confirm when such documents will be produced electronically. If you do not intend to produce the documents electronically please confirm the location of "Todd's offices" and provide us times **on Tuesday and Wednesday of this week** to copy the records. Please also provide us an estimate of the number of banker's boxes of documents that will be available for inspection and copying.

We look forward to hearing from you.

Sincerely yours,



Zachary E. Johnson

xc: Philip Kreitlein  
Adam Hosmer-Henner  
Mark J. Connot

*VIA EMAIL*  
*VIA EMAIL*  
*VIA EMAIL*

FILED  
Electronically  
PR17-00445  
2018-09-21 11:47:41 AM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 6892439 : pmsewell

# EXHIBIT 6

# EXHIBIT 6

**Connot, Mark J.**

---

**From:** Katie Arnold <karnold@mcllawfirm.com>  
**Sent:** Thursday, September 13, 2018 3:19 PM  
**To:** Connot, Mark J.; Zach Johnson; Kevin Spencer; philip@kreitleinlaw.com; krobison@rssblaw.com; tshanks@rssblaw.com; Sarah A. Ferguson  
**Cc:** Lattin, Don; Renner, Carolyn; jferretto@rbsllaw.com; Jim Stewart; Andrea Black; ehelms@mcdonaldcarano.com; Jennifer Salisbury  
**Subject:** [EXT] Jaksick Trust Litigation  
**Attachments:** Attachments.html

Counsel:

Attached please find via the secure ShareFile link below *Petitioners' Third Supplemental Disclosure Pursuant to NRCP 16.1*.

---

Maupin, Cox & LeGoy

Expires March 12, 2019

3rd.suppl.discl.PDF

114.7 KB

Disclosure.Pierre.Documents.pdf

26 MB

[Download Attachments](#)

Attorneys at Law | (775) 827-2000 | [Website](#)

**Katie Arnold**

Maupin, Cox & LeGoy  
4785 Caughlin Parkway  
Reno, NV 89519  
775-827-2000  
775-827-2185 (fax)  
[karnold@mcllawfirm.com](mailto:karnold@mcllawfirm.com)  
Legal Assistant to Donald A. Lattin, Esq.,  
and Enrique R. Schaerer, Esq.



CONFIDENTIALITY -- This message is intended to be confidential and directed only to the person or entity to whom it is 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, distributed, or copied in any way. If you have received this message by error, please reply by e-mail to inform us and delete any copies from your hard drive. Thank You.

1 DISC  
2 DONALD A. LATTIN, ESQ.  
3 Nevada Bar No. 693  
4 CAROLYN K. RENNER, ESQ.  
5 Nevada Bar No. 9164  
6 MAUPIN, COX & LeGOY  
7 4785 Caughlin Parkway  
8 Reno, Nevada 89519  
9 Telephone: (775) 827-2000  
10 Facsimile: (775) 827-2185  
11 *Attorneys for Petitioners*

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

13 IN AND FOR THE COUNTY OF WASHOE

14 In the Matter of the:

Case No.: PR17-0445

Dept. No.: 15

15 SSI's ISSUE TRUST.

16 Consolidated

17 In the Matter of the Administration of

Case No.: PR17-0446

Dept. No.: 15

18 THE SAMUEL S. JAKSICK, JR., FAMILY TRUST.

19 **PETITIONERS' THIRD SUPPLEMENTAL DISCLOSURES**  
20 **PURSUANT TO NRCP 16.1**

21 Petitioners, TODD B. JAKSICK and MICHAEL S. KIMMEL, as Co-Trustees of The  
22 Samuel S. Jaksick, Jr. Family Trust ("Petitioners"), hereby submit their third supplemental  
23 disclosures pursuant to NRCP 16.1.

24 **DOCUMENTS**

25 The documents presented for discovery consist of documents Bates labeled as JSK001821  
26 through JSK001944, identified as follows, and which will be provided electronically via a  
ShareFile download link (or via CD-ROM for non-electronic service recipients):

///

## DOCUMENTS

<u>Description</u>	<u>Bates No</u>
Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant to the Third Amendment dated June 29, 2006	JSK001821-JSK001826
Fifth Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant to the Third Amendment dated November 30, 2005	JSK001827-JSK001830
Fourth Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant to the Third Amendment dated November 30, 2005	JSK001831-JSK001833
Correspondence from Pierre Hascheff to Sam Jaksick re: Sam Jaksick Trust dated February 28, 2011 with Fourth Amendment attached	JSK001834-JSK001837
Certificate of Trust Existence and Authority dated September 3, 2008	JSK001838-JSK001846
Certificate of the Samuel S. Jaksick, Jr. Family Trust dated August 23, 2006	JSK001847-JSK001856
Certificate of Trust of the Third Amendment to and Complete Restatement of the Samuel S. Jaksick, Jr. Family Trust Agreement dated November 30, 2005 (old)	JSK001857-JSK001865
Third Amendment to and Complete Restatement of the Samuel S. Jaksick, Jr. Family Trust Agreement dated November 30, 2005 (Old)	JSK001866-JSK001880
Second Amendment to and Complete Restatement of the Samuel S. Jaksick, Jr. Family Trust Agreement dated May 25, 2004	JSK001881-JSK001908
Last Will and Testament of Samuel S. Jaksick, Jr. dated May 25, 2004 (Old)	JSK001909-JSK001915
The 49 Mountain Trust Agreement dated February 27, 2004	JSK001916-JSK001929

1 Third Amendment to and Complete Restatement of  
2 the Samuel S. Jaksick, Jr. Family Trust Agreement  
3 dated

JSK001930-JSK001944

4 Petitioners reserve the right to supplement these disclosures as the discovery process is  
5 ongoing.

6 NRS 239B.030 Affirmation

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

9 Dated this 13<sup>th</sup> day of September, 2018.

10 MAUPIN, COX & LEGOY

11  
12  
13 By: Donald A. Lattin  
14 Donald A. Lattin, NSB # 693  
15 Carolyn K. Renner, Esq., NSB #9164  
16 4785 Caughlin Parkway  
17 Reno, NV 89519  
18 *Attorneys for Petitioners*  
19  
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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Maupin, Cox & LeGoy, Attorneys at Law, and in that capacity and on the date indicated below, I deposited for mailing from a point within the State of Nevada a sealed envelope which had enclosed within a true and correct copy of the foregoing document, which envelope had postage fully prepaid thereon, and via electronic transmission, addressed as follows:

Philip L. Kreitlein, Esq.  
Stephen C. Moss, Esq.  
Kreitlein Law Group  
470 E. Plumb Lane, #310  
Reno, Nevada 89502  
[philip@kreitleinlaw.com](mailto:philip@kreitleinlaw.com)  
*Attorneys for Stan Jaksick as Co-Trustee of  
the Samuel S. Jaksick, Jr. Family Trust*

Mark Connot, Esq.  
Fox Rothschild LLP  
1980 Festival Plaza Drive, #700  
Las Vegas, NV 89135  
[MConnot@foxrothschild.com](mailto:MConnot@foxrothschild.com)

*And*

R. Kevin Spencer, Esq. (Pro Hac Vice)  
Zachary E. Johnson, Esq. (Pro Hac Vice)  
Spencer & Johnson PLLC  
500 N. Akard Street, Suite 2150  
Dallas, TX 75201  
[kevin@dallasprobate.com](mailto:kevin@dallasprobate.com)  
[zach@dallasprobate.com](mailto:zach@dallasprobate.com)  
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*Attorneys for Todd B. Jaksick, Individually,  
and as beneficiary, SSJ's Issue Trust and  
Samuel S. Jaksick, Jr., Family Trust*

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[sferguson@mcdonaldcarano.com](mailto:sferguson@mcdonaldcarano.com)  
*Attorneys for Stan Jaksick, individually, and  
as beneficiary of the Samuel S. Jaksick, Jr.  
Family Trust and SSJ's Issue Trust*

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

Alexi Smrt 3713 Wrexham St. Frisco, TX 75034	Luke Jaksick c/o Wendy A. Jaksick P.O. Box 2345 Allen, Texas 75013
Regan Jaksick Sydney Jaksick Sawyer Jaksick c/o Lisa Jaksick 5235 Bellazza Ct. Reno, Nevada 89519	Benjamin Jaksick Amanda Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511

DATED this 13<sup>th</sup> day of September, 2018.

Katie Allen  
Employee



ORIGINAL

**SECOND AMENDMENT TO THE  
SAMUEL S. JAKSICK, JR. FAMILY TRUST AGREEMENT  
RESTATED PURSUANT TO THE THIRD AMENDMENT DATED JUNE 29, 2006**

On December 10, 2012, Samuel S. Jaksick, Jr. declares that this is his Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement (Restated) dated June 29, 2006. The Trust is amended as follows:

**RECITALS**

A. WHEREAS, on or about December 4, 2003, Samuel S. Jaksick, Jr., as Settlor and Trustee entered into the Samuel S. Jaksick, Jr. Family Trust Agreement ("Family Trust Agreement").

B. WHEREAS, on or about February 27, 2004, Samuel S. Jaksick, Jr., executed the First Amendment to the Family Trust Agreement.

C. WHEREAS, on or about May 25, 2004, Samuel S. Jaksick, Jr., entered into the Second Amendment to the Family Trust Agreement.

D. WHEREAS, on or about November 30, 2005, Samuel S. Jaksick, Jr., entered into the Third Amendment and completely restated the Family Trust Agreement.

E. WHEREAS, on or about June 29, 2006, Samuel S. Jaksick, Jr., entered into the Samuel S. Jaksick, Jr. Restated Family Trust amending and restating his trust in its entirety ("Restated Family Trust").

F. WHEREAS, on or about May 14, 2011, Samuel S. Jaksick, Jr., entered into the Fourth Amendment to the Restated Family Trust dated June 29, 2006. This Fourth Amendment should have been designated as the First Amendment ("First Amendment"). First Amendment is terminated in its entirety.

F. WHEREAS, Samuel S. Jaksick, Jr., now desires terminate and replace in its entirety the First Amendment and enter into this Second Amendment to the Restated Family Trust Agreement.

NOW THEREFORE, Samuel S. Jaksick, Jr., amends the Restated Family Trust Agreement as follows:

1. Authority to Amend Trust. Article III B provides that the Settlor reserves the right at anytime during his lifetime to amend the Restated Family Trust Agreement in whole or in part without the consent of the Trustee or any beneficiary provided the Settlor delivers a written instrument to that effect to the Trustee and the amendment does not substantially increase the Trustee's duties or liabilities or the Trustee's compensation. This Second Amendment does not substantially increase the Trustee duties or liabilities or affect the Trustee's compensation. Pursuant to Article III B, Samuel S. Jaksick, Jr., replaces and eliminates the First Amendment dated May 14, 2011, in its entirety with this Second Amendment to the Restated Family Trust Agreement.

2. Trustees. Article IV A, provides Samuel S. Jaksick, Jr. is both the Settlor and Trustee of all the trusts created by or to be created pursuant to the Restated Family Trust Agreement. Article IV A also provides that Stanley S. Jaksick, Jr., Todd B. Jaksick and Ray Benetti shall serve as co-trustees in the event the Settlor is unwilling or unable for whatever reason to serve as Trustee. Article IV A is amended to replace Ray Benetti with Kevin Riley to serve with Stanley S. Jaksick and Todd B. Jaksick as co-trustees.

In the event Kevin Riley, Stanley S. Jaksick, Jr., or Todd Jaksick becomes unwilling or unable, for whatever reason, to serve as a co-trustee, then the remaining two of them or anyone of them shall thereafter serve as co-trustees. Article IV A is also amended to provide if for any reason Stanley S. Jaksick, Todd Bruce Jaksick, or Kevin Riley fails to qualify or ceases to act as a co-trustee, then Todd Bruce Jaksick may appoint one (1) other person or entity to serve as co-trustee with the remaining two co-trustees as provided herein. If Todd Bruce Jaksick should, for any reason, be unable or unwilling to appoint a co-trustee or co-trustees to serve pursuant to the preceding sentence, then Stanley S. Jaksick may appoint one (1) or more other persons or entities to serve as co-trustee or as co-trustees with the remaining co-trustees pursuant to the preceding sentence. Todd Bruce Jaksick also has, in his sole discretion, the right and power to remove any co-trustee, successor trustee or a successor co-trustee named or otherwise appointed pursuant to Article IV A and Todd Bruce Jaksick may appoint one (1) or more other persons or entities to serve as replacement co-trustee, successor trustee, or successor co-trustee as the case may be. If Todd Bruce Jaksick should, for any reason, be unable or unwilling to remove any co-trustee, successor trustee or successor co-trustee pursuant to Article IV A, then Stanley S. Jaksick may, in his sole discretion, remove any co-trustee, successor trustee or successor co-trustee named or otherwise appointed pursuant to Article IV A and Stanley S. Jaksick may appoint one (1) or more other persons or entities to serve as the co-trustee, successor trustee, or successor co-trustee as the case may be. The power granted to Todd Bruce Jaksick and Stanley S. Jaksick to remove any replacement co-trustee, successor trustee, or successor co-trustee as set forth in Article IV A may not be used to remove either Samuel S. Jaksick, Jr., Todd Bruce Jaksick or Stanley S. Jaksick as the case may be, as trustee, co-trustee, successor trustee or successor co-trustee as the case may be. Anyone of these three (3) co-trustees designated herein may act on behalf of the Trust including, without limitation, executing checks and other documents on behalf of the Restated Family Trust.

The Settlor hereby amends Article IV A to eliminate Nevada State Bank as a successor trustee or co-trustee. Settlor further amends the Restated Family Trust Agreement to provide that if any of the named trustees, co-trustees or successor trustees namely Todd Bruce Jaksick, Stanley S. Jaksick, and Kevin Riley and for any reason is unable or unwilling to serve in such capacity, then as long as there are at least two (2) co-trustees and one is either Todd Bruce Jaksick or Stanley S. Jaksick, then a third co-trustee is not required to be appointed herein. It is the Settlor's desire that there be three (3) co-trustees as provided herein, however, if this is not possible, then the Settlor amends the trust to allow only two (2) co-trustees provided one of the co-trustees is Todd Bruce Jaksick or Stanley S. Jaksick. To that end, the right to remove trustee held by Todd Bruce Jaksick and Stanley S. Jaksick as provided herein shall remain in full force and effect provided Todd Bruce Jaksick and Stanley S. Jaksick are the co-trustees, successor trustees and successor co-trustees. Either one (as the case may be), must appoint an additional co-trustee, successor trustee or successor co-trustee so there are at least two (2) co-trustees serving with either Todd Bruce Jaksick or Stanley S. Jaksick if the other is for any reason unable or unwilling to serve in such capacity. Except as otherwise amended, the terms of Article IV A shall remain in full force and effect, including Todd Bruce Jaksick and Stanley S. Jaksick's right to remove the trustee. All other provisions of Section IV will remain the same.

3. **Distributions to Children and Grandchildren.** The Restated Family Trust in Article II B (Grantor Survived by His Spouse) and Article II E (Grantor Is Not Survived by His Spouse), provides that upon the Settlor's death, certain subtrusts will be established and the Settlor's trust estate will be divided equally amongst the Settlor's children namely, Stanley Jaksick, Todd Jaksick and Wendy Ann Jaksick Smrt. Settlor desires to amend the Restated Family Trust Agreement to make a specific gift to Stanley Jaksick of Toiyabe Investment Co. stock, and in addition, a specific gift to each Todd B. Jaksick and Stanley S. Jaksick of Pioneer Group, Inc. stock so each will qualify for an unlimited gaming license. Settlor also amends the subtrusts for Settlor's children, Todd, Stan and Wendy Ann Jaksick Smrt and

Settlor's grandchildren as provided below.

3.1 Specific Gifts. On the death of the Settlor prior to the Trustee dividing up the Settlor's trust estate as provided in the Restated Family Trust, the Trust estate shall be distributed as soon as possible as a specific gift as follows: (1) provided the Settlor has not previously gifted more than forty percent (40%) of his membership interest in Toiyabe Investment Co., to Stanley Jaksick, the Settlor makes a specific gift of a ten percent (10%) interest in Toiyabe Investment Co.; and (2) provided Settlor has not previously gifted at least six percent (6%) of the total stock interest in Pioneer Group, Inc. dba Bronco Billy's (the "Company"), to each of his sons, Settlor makes a specific gift of such stock to each of his sons Stanley S. Jaksick and Todd B. Jaksick in an amount (at least equal to six percent (6%) of stock in the entire Company) in order for each to qualify for an unlimited gaming license. The balance of the stock will remain in the Trust to be divided equally amongst the Settlor's children in trust. The intent of the Settlor is to make a gift of six percent (6%) of such stock in the entire Company for his sons to immediately qualify for an unlimited gaming license in the Company. Finally, Settlor amends the Trust to eliminate those provisions with respect to the Lake Tahoe home because of its existing option and pending sale. Should the Lake Tahoe home be sold prior to Settlor's death, the Trust provisions with respect to the Lake Tahoe home shall no longer apply.

3.2 Wendy Ann Jaksick Smrt Life Estate. The Trustee shall distribute from Wendy Ann Jaksick Smrt's one-third (1/3) share of the trust estate (a) twenty percent (20%) to the Settlor's Irrevocable Grandchild Trust No. 2 for the benefit of Luke Jaksick and (b) One Hundred Thousand Dollars (\$100,000.00) to the Settlor's Irrevocable Grandchild Trust No. 3 for the benefit of Alexi Smrt. Thereafter, the balance of said trust estate (Marital Trust and/or the Decedent's Trust) for the benefit of Wendy Ann Jaksick Smrt shall not be distributed outright, but shall be retained in trust for her lifetime, including any additions made by way of a will, life insurance policy, pension plan, or other source by reason of the Settlor's death as provided in the Restated Family Trust to be held and administered in trust. The income and principal thereof may be distributed to Wendy Ann Jaksick Smrt after taking into consideration, in the Trustee's discretion, any other income or resources of Wendy Ann Jaksick Smrt known to the Trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during the continuation of the Trust. Any net income not distributed shall be accumulated and added to principal for her proper support, health, care and maintenance. During Wendy Ann Jaksick Smrt's lifetime, the Trustee, in addition to such distributions to Wendy Ann Jaksick Smrt, may distribute as much of the net income and principal of Wendy Ann Jaksick Smrt's trust estate share to Luke Jaksick and/or Alexi Smrt as the Trustee, in the Trustee's discretion deems necessary for the proper support, health, maintenance, and education of such child. In the event Luke Jaksick does not survive the Settlor, Luke Jaksick's twenty 20% share shall remain in trust for the benefit of Wendy Ann Jaksick Smrt during her lifetime and distributed as provided herein.

3.2.1 The Restated Family Trust Agreement provides, in part, in the event the Settlor is survived by his spouse, the balance of the Trust (or trusts as applicable) as provided in the Trust shall be divided into three (3) equal shares for the benefit of the Settlor's children. In addition, in the event the Settlor is not survived by his spouse, on the death of Settlor, the remaining balance of the trust estate shall be divided into three (3) equal shares for the benefit of the Settlor's children. The Settlor wishes to amend his Trust with respect to the equal share for Wendy Ann Jaksick Smrt if she is then living and if she is not living, to the living children of Wendy Ann Jaksick Smrt by right of representation pursuant to Articles II B4 and II C3(b)(iii) and II E5(d). In addition, Articles II E5(d) and IV D4(d) provide Wendy Ann Jaksick Smrt will receive an reduction with respect to her one-third share as more particularly provided in Article II Section D4(d) and E5(d). Settlor wishes to delete the adjustment or reduction in Wendy Ann Jaksick Smrt's share in the sum of One Million Five Hundred Dollar (\$1,500,000.00) as previously provided in the Trust. It is also the Settlor's

intent that the Trust for the benefit for his children shall remain the same, but is amended for purposes of providing Wendy Ann Jaksick Smrt's share will remain in trust for her lifetime if she survives the Settlor and the Trustee has the authority to also distribute from her share of the Trust during her lifetime, income and/or principal to Luke Jaksick and Alexi Smrt for their proper health, education, support and maintenance in accordance with Article II F. In addition, upon the death of Wendy Ann Jaksick Smrt, the balance of her trust estate shall be distributed for the benefit of her children Luke Jaksick and Alexi Smrt as more particularly provided in this Section 3.2.2.

**3.2.2 Distribution to Living Children of Wendy Ann Jaksick Smrt.** If Wendy Ann Jaksick Smrt either fails to survive the Settlor or if she survives Settlor, then upon Wendy Ann Jaksick Smrt's death, the Trustee shall allocate Wendy Ann Jaksick Smrt's share of the Trust Estate for the then living children of the Wendy Ann Jaksick Smrt and shall retain in trust or distribute the undistributed balance of her share, including undistributed or accrued income as follows: (a) seventy percent (70%) to Luke Jaksick, and (b) thirty percent (30%) to Alexi Smrt.

**3.2.2.1 Current Income and Principal Distributions.** The trustee shall pay to or apply for the benefit of Wendy Ann Jaksick Smrt's living children during their lifetime as much of the net income and principal of the trust as the trustee in the trustee's discretion shall deem necessary for the proper support, health, maintenance and education of the child, after taking into consideration, in the trustee's discretion, any other income or resources of such child, known to the trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during continuation of the Trust. Any net income not distributed shall be accumulated and added to principal. In exercising discretion granted by this Section, the trustee may pay more to or apply more of the Trust Estate for certain beneficiaries than others and may make payments to or the application of benefits for one or more beneficiaries to the exclusion of others. Any payment or application of benefits pursuant to this Section may be charged against the Trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the payments are made.

**3.2.2.2 Principal Distributions Based on Age.** The trustee shall distribute a portion of the Wendy Ann Jaksick Smrt trust estate then remaining to Wendy Ann Jaksick Smrt's living children as follows: (a) when Luke Jaksick attains the age of thirty-five (35), the Trustee shall distribute to such beneficiary only one-half (1/2) of Luke Jaksick's seventy percent (70%) share of trust estate and upon the age of forty (40), the remaining balance of the Luke Jaksick trust estate of the Wendy Ann Jaksick Smrt Trust, including accrued interest thereon; and (b) when Alexi Smrt attains the age of thirty-five (35), the Trustee shall distribute to such beneficiary one-half (1/2) of the trust estate and at the age of forty (40), the balance of her twenty percent (20%) share of the trust estate, including accrued income thereon from the Wendy Ann Jaksick Smrt share of the Estate Trust.

**3.2.2.3 All Children Over the Age of Forty.** If at the time of Wendy Ann Jaksick Smrt's death, all of the living children of Wendy Ann Jaksick Smrt are over the age of forty (40), Wendy Ann Jaksick Smrt share of the Trust Estate shall thereupon be distributed, free of trust, to Wendy Ann Jaksick Smrt's living children as follows: (a) seventy percent (70%) to Luke Jaksick, and (b) thirty percent (30%) to Alexi Smrt.

**3.2.2.4 Child's Death Prior to Final Distribution.** If Luke Jaksick dies before becoming entitled to receive an outright distribution from the Trust, the undistributed balance of Luke Jaksick's share shall be retained in Trust for the benefit of the then living children of Luke Jaksick, if any, until said child

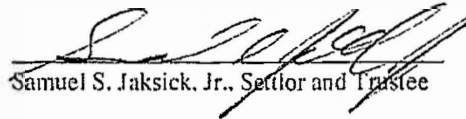
reaches the age of forty (40) years old at which time their share will be distributed outright and free of trust. In the event Luke Jaksick dies before receiving an outright distribution in as provided herein and Luke Jaksick leaves no children surviving, then Luke Jaksick's share shall be distributed to Stanley S. Jaksick and Todd B. Jaksick as more particularly provided in Article IV E5C and Article II D4(c) of the Restated Family Trust. In the event Alexi Smrt dies before becoming entitled to receive an outright distribution from Wendy Ann Jaksick Smrt's share of the trust, her undistributed balance shall be distributed to Luke Jaksick if Luke Jaksick survives Alexi Smrt and if Luke Jaksick does not survive Alexi Smrt, but leaves living children, then to Luke Jaksick's living children equally and if there are no surviving children of Luke Jaksick at the time of such distribution, then Alexi Smrt's share of Wendy Ann Jaksick Smrt's share of the trust estate shall be distributed to Todd Bruce Jaksick and Stanley S. Jaksick as more particularly provided herein. If Wendy Ann Jaksick Smrt at the time of her death does not have any living children entitled to receive a distribution hereunder, the balance of the Trust then remaining, including accrued income, shall be distributed to the Settlor's then living children namely Todd B. Jaksick and Stanley S. Jaksick outright and free of trust and if anyone of them fails to survive at the time of this distribution, their share shall be distributed to their living children as provided in the Restated Family Trust Article II F. In the event Luke Jaksick does not have children, his share shall be distributed equally to Todd B. Jaksick and Stanley S. Jaksick. In the event either Todd Jaksick or Stanley S. Jaksick fails to survive, the distribution shall be made to the survivor of either of them and if both do not survive, then equally to their surviving children by right of representation.

3.3 TBJ SC Trust, Todd B. Jaksick and Stanley S. Jaksick. With respect to Todd B. Jaksick and Stanley S. Jaksick's share of the Settlor's trust estate, prior to distributing their respective equal share of the trust estate as provided therein, Two Hundred Thousand Dollars (\$200,000.00) in cash shall be distributed from Todd B. Jaksick's share of the trust estate prior to Todd B. Jaksick receiving his share of Settlor's trust estate and said funds shall be delivered to the Trustee of the Settlor's educational trust for Settlor's grandchildren Benjamin Jaksick and Amanda Jaksick Educational Trust No. 1 to be administered and distributed in accordance with those trust terms. Similarly, prior to Stanley S. Jaksick receiving his share of the Settlor's trust estate herein, Three Hundred Thousand Dollars (\$300,000.00) cash shall be delivered to the Trustee of the Settlor's Educational Trust No. 4 for Stanley S. Jaksick's children namely Regan Jaksick, Sydney Jaksick, and Sawyer Jaksick to be administered and distributed in accordance with the terms of said educational trust. After said funds are distributed to the respective educational trusts as provided herein, the Trustee of the Settlor's trust estate may then distribute Todd B. Jaksick's share and Stanley S. Jaksick's share of the Settlor's trust estate as provided in the Restated Family Trust. Settlor also gifts the unpaid balance of his note receivable from TBJ SC Trust to TBJ SC Trust to be offset against Todd B. Jaksick's one-third (1/3) share.

4. Affirmation of Trust. Except for the terms of this Second Amendment, Settlor reaffirms the Restated Family Trust Agreement and such terms, except as otherwise amended herein, shall remain in full force and effect.

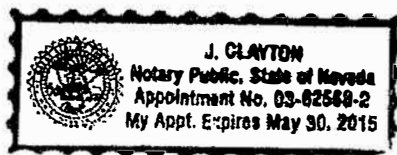
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The undersigned Settlor executed the Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement on December 10, 2012.

  
Samuel S. Jaksick, Jr., Settlor and Trustee

State of Nevada,       )  
                                  ) ss.  
County of Washoe.     )

On this 10th day of December, 2012, personally appeared before me, a Notary Public, Samuel S. Jaksick, Jr., known to me or proven to me to be the person whose name is subscribed to the foregoing Fourth Amendment, who acknowledged to me that he executed the same.



  
Notary Public

**FIFTH AMENDMENT TO THE  
SAMUEL S. JAKSICK, JR. FAMILY TRUST AGREEMENT  
RESTATED PURSUANT TO THE THIRD AMENDMENT DATED NOVEMBER 30, 2005**

Samuel S. Jaksick, Jr. declares that this is his Fifth Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated pursuant to the Third Amendment dated November 30, 2005. The Trust is amended as follows:

**RECITALS**

A. WHEREAS, on or about December 4, 2003, Samuel S. Jaksick, Jr., as Settlor and Trustee entered into the Samuel S. Jaksick, Jr. Family Trust Agreement ("Family Trust Agreement").

B. WHEREAS, on or about February 27, 2004, Samuel S. Jaksick, Jr., executed the First Amendment to the Family Trust Agreement.

C. WHEREAS, on or about May 25, 2004, Samuel S. Jaksick, Jr., entered into the Second Amendment to the Family Trust Agreement.

D. WHEREAS, on or about November 30, 2005, Samuel S. Jaksick, Jr., entered into the Third Amendment and completely restated the Family Trust Agreement ("Restated Family Trust").

E. WHEREAS, on or about June 29, 2006, Samuel S. Jaksick, Jr., entered into the Samuel S. Jaksick, Jr. Restated Family Trust restating his trust in its entirety ("Restated Family Trust").

F. WHEREAS, Samuel S. Jaksick, Jr., now desires to enter into this Fifth Amendment to the Restated Family Trust Agreement.

NOW THEREFORE, Samuel S. Jaksick, Jr., amends the Restated Family Trust Agreement as follows:

1. Section 1.11 provides that the Settlor reserves the right at anytime during his lifetime to amend the Restated Family Trust Agreement in whole or in part without the consent of the Trustee or any beneficiary provided the Settlor delivers a written instrument to that effect to the Trustee.

Pursuant to Section 1.6, Samuel S. Jaksick, Jr., replaces the Fourth Amendment in its entirety with this Fifth Amendment.

2. Pursuant to Section 1.6, provides Samuel S. Jaksick, Jr. is both the Settlor and Trustee of all the trusts created by or to be created pursuant to the Restated Family Trust Agreement. Section 1.6 provides that Stanley S. Jaksick, Jr., Todd B. Jaksick and Ray Benetti shall serve as co-trustees in the event the Settlor is unwilling or unable for, whatever reason, to serve as Trustee. Section 1.6 is amended to eliminate Ray Benetti, Stanley S. Jaksick, Jr., and Todd B. Jaksick will serve as co-trustees. In the event Stanley S. Jaksick, Jr., or Todd Jaksick becomes unwilling or unable, for whatever reason, to serve as co-trustees, then the remaining two of them or anyone of them and Ken Huff shall thereafter serve as successor co-trustees. Except as otherwise amended, the terms of Section 1.6 shall remain in full force and effect.

3. The Restated Family Trust provides that upon the Settlor's death, certain subtrusts will be established and the Settlor's trust estate will be divided equally amongst the Settlor's children namely, Stanley Jaksick, Todd Jaksick and Wendy Jaksick. Settlor desires to amend the Restated Family Trust Agreement in order to make a specific gift to Stanley Jaksick of a ten percent (10%) interest in Montreux Development Group LLC ("MDG") and to amend the distribution and subtrusts for my children, Todd, Stan and Wendy Jaksick and my grandchildren as provided below.

3.1 **Specific Gifts.** On the death of the Settlor prior to the Trustee dividing up the Settlor's trust estate amongst his children as provided in the Restated Family Trust and to the extent the Settlor owns any membership interest in MDG, the Settlor makes a specific gift of a ten percent (10%) interest in MDG or if less than ten percent (10%) is owned by the Settlor, the Settlor's remaining membership interest in MDG to his son Stanley Jaksick provided he survives the Settlor for thirty (30) days. If Stanley Jaksick does not survive the Settlor for thirty (30) days, this gift will be distributed in accordance with the Restated Family Trust. This specific gift to Stanley Jaksick shall be made prior to dividing the Settlor's trust estate amongst the Settlor's children and if Stanley S. Jaksick is purchasing an interest in MDG, the balance of that note will be discharged as part of this gift.

3.2 **Wendy Jaksick Life Estate.** On the death of the Settlor, the Trustee shall retain Wendy Jaksick's share of the Trust Estate in trust for her lifetime, including any additions made by way of a will, life insurance policy, pension plan, or other source by reason of the Settlor's death as provided in the Restated Family Trust to be held and administered in trust. The income and principal thereof may be distributed to Wendy Jaksick in the Trustee's reasonable discretion after taking into consideration, in the Trustee's discretion, any other income or resources of Wendy Jaksick, known to the Trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during the continuation of the Trust. Any net income not distributed shall be accumulated and added to principal for her proper support, health, care and maintenance. During Wendy Jaksick's lifetime, the Trustee, in addition to Wendy Jaksick, may distribute as much of the net income and principal of Wendy Jaksick's trust estate share to Luke Jaksick and/or Alexi Smrt as the Trustee, in the Trustee's discretion deems necessary for the proper support, health, maintenance, and education of such child.

3.2.1 **Distribution to Living Children of Wendy Jaksick.** Upon Wendy Jaksick's death, the Trustee shall retain Wendy Jaksick's share of the Trust Estate and allocate her share of the Trust Estate for the then living children of the Wendy Jaksick and shall retain in trust or distribute the undistributed balance of her share, including undistributed or accrued income, eighty percent (80%) to her child Luke Jaksick and twenty percent (20%) to Alexi Smrt of the trust estate as follows:

3.2.1.1 **Current Income and Principal Distributions.** The trustee shall pay to or apply for the benefit of Wendy Jaksick's living children during their lifetime as much of the net income and principal of the trust as the trustee in the trustee's discretion shall deem necessary for the proper support, health, maintenance and education of the child, after taking into consideration, in the trustee's discretion, any other income or resources of such child, known to the trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during continuation of the Trust. Any net income not distributed shall be accumulated and added to principal. In exercising discretion granted by this Section, the trustee may pay more to or apply more of the Trust Estate for certain beneficiaries than others and may make payments to or the application of benefits for one or more beneficiaries to the exclusion of others. Any



payment or application of benefits pursuant to this Section may be charged against the Trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the payments are made.

**3.2.1.2 Principal Distributions Based on Age.** After Wendy Jaksick's death, the trustee shall distribute a portion of the Trust Estate then remaining to Wendy Jaksick's living children as follows:

(a) When Luke Jaksick attains the age of thirty (30), the Trustee shall distribute to such beneficiary only one-half ( $\frac{1}{2}$ ) of the trust estate and upon the age of thirty-five (35), the remaining balance of the trust estate of the Wendy Jaksick Trust, including accrued interest thereon, and

(b) When Alexi Smrt attains the age of thirty (30), the Trustee shall distribute to such beneficiary one-half ( $\frac{1}{2}$ ) of the trust estate and at the age of thirty-five (35), the balance of the trust estate, including accrued income thereon from the Wendy Jaksick Trust.


**3.2.1.3 All Children Over the Age of Thirty.** If at the time of Wendy Jaksick's death, all of the living children of Wendy Jaksick are over the age of thirty-five (35), her share shall thereupon be distributed, free of trust, to Wendy Jaksick's living children as follows: eighty percent (80%) to Luke Jaksick and twenty percent (20%) to Alexi Smrt.

**3.2.1.4 Child's Death Prior to Final Distribution.** If any of Wendy Jaksick's children die before becoming entitled to receive an outright distribution from the Trust, the undistributed balance of the deceased child's share shall be retained in Trust for the living children of Wendy Jaksick, if any, until said child reaches the age of thirty-five (35) years old at which time their share will be distributed outright and free of trust. If Wendy Jaksick does not have any living children entitled to receive a distribution hereunder, the balance of the Trust then remaining, including accrued income, shall be retained in trust or distributed to the Settlor's then living children namely Todd Jaksick and Stan Jaksick or to that deceased child's living children as provided in the Restated Family Trust.

**3.3 Todd B. Jaksick and Stanley S. Jaksick.** With respect to Todd B. Jaksick and Stanley S. Jaksick's share of the Settlor's trust estate, prior to dividing the trust estate amongst the Settlor's children as provided therein, Two Hundred Thousand Dollars (\$200,000.00) in cash shall be allocated from Todd B. Jaksick's share of the trust estate to Todd B. Jaksick's children prior to Todd B. Jaksick receiving his share of Settlor's trust estate and said funds shall be delivered to the Trustee of the Settlor's educational trust for Settlor's grandchildren Benjamin Jaksick and Amanda Jaksick educational trust to be administered and distributed in accordance with those trust terms. Similarly, prior to Stanley S. Jaksick receiving his share of the Settlor's trust estate herein, Three Hundred Thousand Dollars (\$300,000.00) cash shall be delivered to the Trustee of the Settlor's educational trust for Stanley S. Jaksick's children namely Regan Jaksick, Sydney Jaksick, and Sawyer Jaksick to be administered and distributed in accordance with the terms of said educational trust. After said funds are distributed to the respective educational trusts as provided herein, the Trustee of the Settlor's trust estate may then distribute Todd B. Jaksick's share and Stanley S. Jaksick's share of the Settlor's trust estate as provided in the Restated Family Trust.

4. Except for the terms of this Fourth Amendment, Settlor reaffirms the Restated Family Trust Agreement and such terms, except as otherwise amended herein, shall remain in full force and effect.

The undersigned Settlor executed the Fifth Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement on April 27, 2012.

  
Samuel S. Jaksick, Jr., Settlor and Trustee

State of Nevada,       )  
                                  ) ss.  
County of Washoe.     )

On this 27th day of April, 2012, personally appeared before me, a Notary Public, Samuel S. Jaksick, Jr., known to me or proven to me to be the person whose name is subscribed to the foregoing Fourth Amendment, who acknowledged to me that he executed the same.



  
Nanette J. Childers  
Notary Public

**FOURTH AMENDMENT TO THE  
SAMUEL S. JAKSICK, JR. FAMILY TRUST AGREEMENT  
RESTATED PURSUANT TO THE THIRD AMENDMENT DATED NOVEMBER 30, 2005**

Samuel S. Jaksick, Jr. declares that this is his Fourth Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated pursuant to the Third Amendment dated November 30, 2005. The Trust is amended as follows:

**RECITALS**

- A. WHEREAS, on or about December 4, 2003, Samuel S. Jaksick, Jr., as Settlor and Trustee entered into the Samuel S. Jaksick, Jr. Family Trust Agreement ("Family Trust Agreement").
- B. WHEREAS, on or about February 27, 2004, Samuel S. Jaksick, Jr., executed the First Amendment to the Family Trust Agreement.
- C. WHEREAS, on or about May 25, 2004, Samuel S. Jaksick, Jr., entered into the Second Amendment to the Family Trust Agreement.
- D. WHEREAS, on or about November 30, 2005, Samuel S. Jaksick, Jr., entered into the Third Amendment and completely restated the Family Trust Agreement ("Restated Family Trust").
- E. WHEREAS, Samuel S. Jaksick, Jr., now desires to enter into this Fourth Amendment to the Restated Family Trust Agreement.

NOW THEREFORE, Samuel S. Jaksick, Jr., amends the Restated Family Trust Agreement as follows:

1. **Section 1.11** provides that the Settlor reserves the right at anytime during his lifetime to amend the Restated Family Trust Agreement in whole or in part without the consent of the Trustee or any beneficiary provided the Settlor delivers a written instrument to that effect to the Trustee.
2. Pursuant to **Section 1.6**, Samuel S. Jaksick, Jr., is both the Settlor and Trustee of all the trusts created by or to be created pursuant to the Restated Family Trust Agreement.
3. The Restated Family Trust provides that upon the Settlor's death, certain subtrusts will be established and the Settlor's trust estate will be divided equally amongst the Settlor's children namely, Stanley Jaksick, Todd Jaksick and Wendy Jaksick. Settlor desires to amend the Restated Family Trust Agreement in order to make a specific gift to Stanley Jaksick of a ten percent (10%) interest in Montreux Development Group LLC ("MDG") and extend the subtrust for Wendy Jaksick for her lifetime and upon Wendy Jaksick's death, that the Wendy Jaksick Trust shall be distributed to Wendy Jaksick's children by right of representation as follows.

**3.1 Specific Gifts.** On the death of the Settlor prior to the Trustee dividing up the Settlor's trust estate amongst his children as provided in the Restated Family Trust and to the extent the Settlor owns any membership interest in MDG, the Settlor makes a specific gift of a ten percent (10%)

interest in MDG or if less than ten percent (10%) is owned by the Settlor, the Settlor's remaining membership interest in MDG to his son Stanley Jaksick provided he survives the Settlor for thirty (30) days. If Stanley Jaksick does not survive the Settlor for thirty (30) days, this gift will be distributed in accordance with the Restated Family Trust. This specific gift to Stanley Jaksick shall be made prior to dividing the Settlor's trust estate amongst the Settlor's children.

3.2 **Life Estate.** On the death of the Settlor, the Trustee shall retain Wendy Jaksick's share of the Trust Estate in trust for her lifetime, including any additions made by way of a will, life insurance policy, pension plan, or other source by reason of the Settlor's death as provided in the Restated Family Trust to be held and administered in trust. The income and principal thereof may be distributed to Wendy Jaksick in the Trustee's reasonable discretion after taking into consideration, in the Trustee's discretion, any other income or resources of Wendy Jaksick, known to the Trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during the continuation of the Trust. Any net income not distributed shall be accumulated and added to principal for her proper support, health, care and maintenance.

3.3 **Distribution to Living Children of Wendy Jaksick.** Upon Wendy Jaksick's death, the Trustee shall retain Wendy Jaksick's share of the Trust Estate and allocate her share of the Trust Estate for the then living children of the Wendy Jaksick and shall retain in trust or distribute the undistributed balance of her share, including undistributed or accrued income, to her living children Luke Jaksick, two-thirds (2/3) share and Alexi Smrt, one-third (1/3) share of the trust estate as follows:

3.3.1 **Current Income and Principal Distributions.** The trustee shall pay to or apply for the benefit of Wendy Jaksick's living children during their lifetime as much of the net income and principal of the trust as the trustee in the trustee's discretion shall deem necessary for the proper support, health, maintenance and education of the child, after taking into consideration, in the trustee's discretion, any other income or resources of such child, known to the trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during continuation of the Trust. Any net income not distributed shall be accumulated and added to principal. In exercising discretion granted by this Section, the trustee may pay more to or apply more of the Trust Estate for certain beneficiaries than others and may make payments to or the application of benefits for one or more beneficiaries to the exclusion of others. Any payment or application of benefits pursuant to this Section may be charged against the Trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the payments are made.

3.3.2 **Principal Distributions Based on Age.** In addition, the trustee shall distribute a portion of the Trust Estate then remaining to Wendy Jaksick's living children as follows:

(a) When Luke Jaksick attains the age of thirty (30), the Trustee shall distribute to such beneficiary two-thirds (2/3) of the principal of the Wendy Jaksick Trust, including accrued interest thereon, and

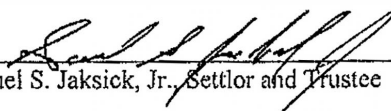
(b) When Alexi Smrt attains the age of thirty (30), the Trustee shall distribute to such beneficiary one-third (1/3) of the principal, including accrued income thereon from the Wendy Jaksick Trust.

**3.3.3 All Children Over the Age of Thirty.** If at the time of Wendy Jaksick's death, all of the living children of Wendy Jaksick are over the age of thirty (30), her share shall thereupon be distributed, free of trust, to Wendy Jaksick's living children as follows: two-thirds (2/3) to Luke Jaksick and one-third (1/3) to Alexi Smrt.

**3.3.4 Child's Death Prior to Final Distribution.** If any of Wendy Jaksick's children die before becoming entitled to receive an outright distribution from the Trust, the undistributed balance of the deceased child's share shall be retained in Trust for the living children of Wendy Jaksick, if any, until said child reach's the age of thirty (30) years old at which time their share will be distributed outright and free of trust. If Wendy Jaksick does not have any living children entitled to receive a distribution hereunder, the balance of the Trust then remaining, including accrued income, shall be retained in trust or distributed to the Settlor's then living children namely Todd Jaksick and Stan Jaksick or to that deceased child's living children as provided in the Restated Family Trust.

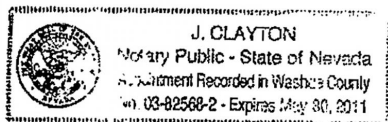
Except for the terms of this Fourth Amendment, Settlor reaffirms the Restated Family Trust Agreement and such terms, except as otherwise amended herein, shall remain in full force and effect.


Signed this 14<sup>TH</sup> day of MARCH, 2011, at Reno, Washoe County, Nevada.

  
Samuel S. Jaksick, Jr., Settlor and Trustee

State of Nevada,       )  
                                  ) ss.  
County of Washoe.     )

On this 14<sup>TH</sup> day of MARCH, 2011, personally appeared before me, a Notary Public, Samuel S. Jaksick, Jr., known to me or proven to me to be the person whose name is subscribed to the foregoing Fourth Amendment, who acknowledged to me that he executed the same.



  
Notary Public

**Pierre A. Hascheff, Chtd**

A Professional Corporation

1029 Riverside Drive  
P.O. Box 40667  
Reno, Nevada 89504

Telephone: (775) 786-4121  
Facsimile: (775) 786-4122  
e-mail: [pahascheff@sbcglobal.net](mailto:pahascheff@sbcglobal.net)

February 28, 2011

**email**

Mr. Sam Jaksick  
4005 Quail Rock Lane  
Reno, Nevada 89511

Subject: Sam Jaksick Trust  
File: 48656.007

Dear Sam:

Please find enclosed, a draft copy of the Fourth Amendment to the Samuel S. Jaksick, Jr. Restated Family Trust Agreement dated June 29, 2006, with respect to extending the term of the trust for Wendy Jaksick.

As always, should you have any questions, please feel free to contact my office.

Very truly yours,

**Pierre A. Hascheff, Chtd**

By: *Pierre*

PAH:njc  
Enclosure

**JSK001834**

**WJ 004653**

DRAFT ONLY

**FOURTH AMENDMENT TO THE  
SAMUEL S. JAKSICK, JR. FAMILY TRUST AGREEMENT  
RESTATED PURSUANT TO THE THIRD AMENDMENT DATED NOVEMBER 30, 2005**

Samuel S. Jaksick, Jr. declares that this is his Fourth Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated pursuant to the Third Amendment dated November 30, 2005. The Trust is amended as follows:

**RECITALS**

A. WHEREAS, on or about December 4, 2003, Samuel S. Jaksick, Jr., as Settlor and Trustee entered into the Samuel S. Jaksick, Jr. Family Trust Agreement ("Family Trust Agreement").

B. WHEREAS, on or about February 27, 2004, Samuel S. Jaksick, Jr., executed the First Amendment to the Family Trust Agreement.

C. WHEREAS, on or about May 25, 2004, Samuel S. Jaksick, Jr., entered into the Second Amendment to the Family Trust Agreement.

D. WHEREAS, on or about November 30, 2005, Samuel S. Jaksick, Jr., entered into the Third Amendment and completely restated the Family Trust Agreement ("Restated Family Trust").

E. WHEREAS, Samuel S. Jaksick, Jr., now desires to enter into this Fourth Amendment to the Restated Family Trust Agreement.

NOW THEREFORE, Samuel S. Jaksick, Jr., amends the Restated Family Trust Agreement as follows:

1. **Section 1.11** provides that the Settlor reserves the right at anytime during his lifetime to amend the Restated Family Trust Agreement in whole or in part without the consent of the Trustee or any beneficiary provided the Settlor delivers a written instrument to that effect to the Trustee.

2. Pursuant to **Section 1.6**, Samuel S. Jaksick, Jr., is both the Settlor and Trustee of all the trusts created by or to be created pursuant to the Restated Family Trust Agreement.

3. **Section \_\_\_\_** provides that upon the Settlor's death, certain subtrusts will be established and the Settlor's trust estate will be divided equally amongst the Settlor's children namely, Stan Jaksick, Todd Jaksick and Wendy Jaksick. Settlor desires to amend the Restated Family Trust Agreement in order to extend the subtrust for Wendy Jaksick for her lifetime and upon Wendy Jaksick's death, that the Wendy Jaksick Trust shall be distributed to Wendy Jaksick's children by right of representation as follows.

**3.1 Life Estate.** On the death of the Settlor, the Trustee shall retain Wendy Jaksick's share of the Trust Estate in trust for her lifetime, including any additions made by way of a will, life insurance policy, pension plan, or other source by reason of the Settlor's death as provided in **Section \_\_\_\_**, provided for her support, health, care and maintenance.

**3.2 Distribution to Living Children of Wendy Jaksick.** Upon Wendy Jaksick's death, the Trustee shall retain Wendy Jaksick's share of the Trust Estate and allocate her share of the Trust Estate for the then living children of the Wendy Jaksick and shall retain in trust or distribute the undistributed balance of her share, including undistributed or accrued income, to her living children as follows:

**3.2.1 Current Income and Principal Distributions.** The trustee shall pay to or apply for the benefit of Wendy Jaksick's living children during their lifetime as much of the net income and principal of the trust as the trustee in the trustee's discretion shall deem necessary for the proper support, health, maintenance and education of the child, after taking into consideration, in the trustee's discretion, any other income or resources of such child, known to the trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to, tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during continuation of the Trust. Any net income not distributed shall be accumulated and added to principal. In exercising discretion granted by this Section, the trustee may pay more to or apply more of the Trust Estate for certain beneficiaries than others and may make payments to or the application of benefits for one or more beneficiaries to the exclusion of others. Any payment or application of benefits pursuant to this Section may be charged against the Trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the payments are made.

**3.2.2 Principal Distributions Based on Age.** In addition, the trustee shall distribute a portion of the Trust Estate then remaining to Wendy Jaksick's living children as follows:

(a) When such child attains the age of \_\_\_\_ ( ), the Trustee shall distribute to such beneficiary one-half (1/2) of the principal of the Wendy Jaksick Trust, and

(b) When the child of Wendy Jaksick attains the age of \_\_\_\_ ( ), the Trustee shall distribute to such beneficiary the balance of the principal, including accrued income thereon from the Wendy Jaksick Trust.

**3.2.3 All Children Over the Age of \_\_\_\_\_.** If at the time of Wendy Jaksick's death, all of the living children of Wendy Jaksick are over the age of \_\_\_\_ ( ), her share shall thereupon be distributed, free of trust, to Wendy Jaksick's children equally, if living.

**4.1.4 Child's Death Prior to Final Distribution.** If any of Wendy Jaksick's children die before becoming entitled to receive an outright distribution from the Trust, the undistributed balance of the deceased child's share shall be retained in Trust for the living children of Wendy Jaksick, if any, until said children all reach the age of \_\_\_\_\_ ( ) years old at which time their share will be distributed outright and free of trust. If Wendy Jaksick does not have any living children entitled to receive a distribution hereunder, the balance of the Trust then remaining, including accrued income, shall be retained in trust or distributed to the Settlor's then living children namely Todd Jaksick and Stan Jaksick or to that deceased child's living children as provided in the Restated Family Trust.



**Pierre Hascheff**

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**From:** Pierre Hascheff [Pierre@pahascheff.com]  
**Sent:** Monday, February 28, 2011 3:47 PM  
**To:** 'JTClaytone@aol.com'  
**Subject:** For Sam - draft fourth amendment to trust  
**Attachments:** For Sam.pdf

**PERSONAL AND CONFIDENTIAL.** This message originates from the law firm of Pierre A. Hascheff, Chtd., a Professional Corporation. This message and any file(s) or attachment(s) transmitted with it are confidential, intended only for the named recipient, and may contain information that is a trade secret, proprietary, protected by the attorney work product doctrine, subject to the attorney-client privilege, or is otherwise protected against unauthorized use or disclosure. This message and any file(s) or attachment(s) transmitted with it are transmitted based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. If you receive this message in error, please advise the sender by immediate reply and delete the original message. Personal messages express only the view of the sender and are not attributable to Pierre A. Hascheff, Chtd

**IRS CIRCULAR 230 DISCLOSURE:** Pursuant to requirements related to practice before the Internal Revenue Service, any tax advice contained in this communication (including any attachments) is not intended to be used, and cannot be used, for purposes of (i) avoiding penalties imposed under the United States Internal Revenue Code or (ii) promoting, marketing or recommending to another person any tax-related matter addressed herein

2/28/2011

JSK001837

WJ 004656

### **Certificate of Trust Existence and Authority**

1. **Trust Agreement.** Samuel S. Jaksick, Jr., a married man, as Settlor and Trustee, entered into the Samuel S. Jaksick, Jr. Family Trust Agreement dated December 4, 2003, as further amended by the First Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement dated February 27, 2004, as further amended by the Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement dated May 25, 2004, and as further amended by the Third Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement dated November 30, 2005 (collectively "**Trust Agreement**").

2. **Trust Provisions.** The following provisions are found in the Trust Agreement and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the Trustee or the successor trustees:

2.1 **Name of the Trust.** The name of the trust is Samuel S. Jaksick, Jr. Family Trust ("**Family Trust**").

2.2 **Good Standing.** Pursuant to **Section 1.11**, the Settlor reserves the right, at any time during his lifetime, to amend or revoke the Trust Agreement in whole or in part, without the consent of Trustee or any beneficiary, provided that the Settlor delivers a written instrument to that effect to the Trustee. No other person has any right to revoke or amend the Trust Agreement. The Trust Agreement is in good standing and has not been revoked or terminated.

2.3 **Trustee.** Pursuant to **Section 1.4**, the sole Settlor of the Family Trust is Samuel S. Jaksick Jr. and pursuant to **Section 1.6**, Samuel S. Jaksick is the sole Trustee of the Family Trust.

2.4 **Administrative Powers.** Trustee may: (a) invest and reinvest the trust estate in any property or undivided interest in property whatsoever; (b) grant options or purchase or acquire any trust property, and determine the prices and terms of sales, exchanges and options; (c) borrow money, assume indebtedness, extend mortgages and encumber the trust estate by mortgage or pledge. In addition, pursuant to Article 8 of the Trust Agreement in order to carry out the purposes of the trust or trusts established by the Trust Agreement in addition to the powers granted by law, the Trustee has all the powers and discretions described on **Exhibit A** attached hereto and incorporated herein by reference. **Exhibit A** represents a true and correct list of the Trustee powers described in the Trust Agreement.

2.5 **Exculpatory.** No person paying money or delivering any property to the Trustee need see to its application. No person shall incur any liability for disbursements made in good faith to the Trustee pursuant to the Trust Agreement.

3. **Affirmation.** The undersigned certifies as the sole Settlor and Trustee that the assertions herein above designated are true and correct and that he is acting as a qualified Trustee sufficient on its face and no person shall be put to further inquiry into the right of such Trustee to so act.

**JSK001838**

**WJ 004657**

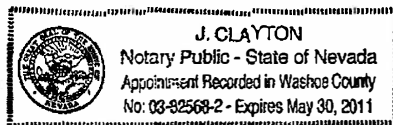
Dated: 9.3., 2008

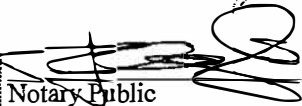


Samuel S. Jaksick, Jr.

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE.        )

On this 3<sup>rd</sup> day of SEPTEMBER, 2008, personally appeared before me, a Notary Public, Samuel S. Jaksick, Jr. known to me or proven to me to be the person whose name is subscribed to the foregoing Certification of Trust, who acknowledged to me that he executed the same.



  
Notary Public

JSK001839

WJ 004658

**EXHIBIT A**

**JSK001840**

**WJ 004659**

#### ARTICLE 8. POWERS OF TRUSTEE

Section 8.1. In order to carry out the purposes of any trust or trusts established by this Trust Agreement, the Trustee, in addition to all other powers and discretions granted by this Trust Agreement or by law, shall have the following powers and discretions, subject to any limitations specified elsewhere in this Trust Agreement:

a. To hold and exercise all of the powers and discretions enumerated in N.R.S. 163.265 to N.R.S. 163.410, inclusive, as such powers and discretions exist at the time of the execution of this Trust Agreement; and such powers and discretions are incorporated herein by reference with the same effect as if set forth verbatim. In the event any of such powers or discretions are inconsistent with any of the powers or discretions hereinafter set forth, the most liberal shall control to give the greatest latitude and discretion to the Trustee.

b. To continue to hold all or any part of the Trust Estate in the form in which the same may be at the time of the receipt thereof by the Trustee, including, but without

limitation, any shares of stock, uninvested cash, balances in banks, and property of any kind, whether marketable or otherwise, without any obligation to convert the same, and without regard to the limitations imposed by law on the investment of trust funds, and without liability for any loss of principal or income by reason of such retention.

c. To invest and reinvest in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, common and preferred stocks, cash or other funds though unproductive, and any other securities, obligations or property, including gaming investments, without regard to limitations imposed by law on the investment of trust funds, and without liability for any loss of principal or income by reason thereof.

d. To exercise, respecting securities held in the Trust Estate, all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and to pay assessments and other sums deemed by the Trustee necessary for the protection of the Trust; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this Trust Agreement relative to investments by the Trustee.

e. To hold securities or other trust property in the name of the Trustee as Trustee under this Trust Agreement or in the Trustee's own names or in the name of a nominee or unregistered in a condition where ownership will pass by delivery.

f. With respect to any business interest that may become a part of the Trust Estate, whether organized as a sole proprietorship, partnership, or corporation, and on such terms, for the time and in the manner that the Trustee may deem advisable, to retain and continue to operate any such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom; to dissolve, liquidate, or sell at the time and on the terms that the Trustee may deem advisable; to incorporate the business and hold the stock as an asset of the Trust Estate; to use the general assets of the Trust Estate for the purposes of the business; to borrow money for business purposes and pledge or encumber the assets of the business or the other assets of the Trust Estate to secure the loan; to employ such officers, managers, employees, or agents as they may deem advisable in the management of such business, including electing directors, officers, or employees of any Trustee to take part in the management of the business as directors or officers; to receive compensation for the services of the Trustee, to be paid from the business or from the other assets or from both as the Trustee in their discretion may deem advisable; and the Trustee shall have such additional powers as may now or hereafter be conferred on them by law or as may be necessary to enable the Trustee to administer the assets of the Trust Estate in accordance with the provisions of this Trust Agreement, subject to any limitations that may be provided for herein. Settlor hereby acknowledges that he has historically utilized excess cash flow from certain of his business interests as loans or advances to fund various cash flow deficits or other cash requirements of his other businesses. Settlor hereby authorizes the continuation of this historical practice, as deemed advisable by the Trustee in the Trustee's sole discretion, to facilitate the effective cash flow management of each of the Settlor's business interests. In addition to the foregoing, the Settlor hereby acknowledges that his sons, STAN and TODD, currently provide services in the management of many of the Settlor's business entities, which management duties would be significantly increased in the event of the Settlor's death as further described in Article 7, Section 7.1(y) hereof.

Accordingly, the Trustees are hereby authorized and instructed to increase the compensation currently payable to STAN and TODD from these various business entities in accordance with the additional workload and responsibilities each will be assuming in the event of the Settlor's death.

g. It is the Settlor's desire that the Trustee continue to hold any corporate securities received by the Trustee or subsequently added to the Trust Estate, subject to the need to sell or dispose of the same for tax or other reasons. The foregoing is not intended to prohibit the sale of any or all such securities should the Trustee deem that course advisable, but, as the Settlor believes that it will be beneficial to the Trust Estate to retain such securities, they authorize their retention at the risk of the Trust Estate.

h. To sell for cash or on deferred payments at public or private sale, to exchange, and to convey any property of the Trust Estate without approval of any court.

i. On any division of the Trust Estate into separate shares or trusts, to apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, even if shares be composed differently, or in undivided interests, in the manner deemed advisable in the discretion of the Trustee. After any division of the Trust Estate, the Trustee may make joint investments with funds from some or all of the several shares or trusts, but the Trustee shall keep separate accounts for each share or trust.

j. To abandon any trust asset or interest therein at the discretion of the Trustee.

k. To grant an option involving disposition of a trust asset and to take an option for the acquisition of any asset by the Trust Estate.

l. To lease any real or personal property of the Trust Estate for any purpose for terms within or extending beyond the duration of the Trust.

m. To manage, control, improve, and repair real and personal property belonging to the Trust Estate.

n. To partition, divide, subdivide, assign, develop, and improve any trust property; to make or obtain the vacation of plats and adjust boundaries or to adjust differences in valuation on exchange or partition by giving or receiving consideration; and to dedicate land or easement to public use with or without consideration.

o. To make ordinary and extraordinary repairs and alterations in buildings or other trust property, to demolish any improvements, to raze party walls or buildings, and to erect new party walls or buildings as the Trustee deem advisable.

p. To borrow money for any trust purpose from any person, firm, or corporation on the terms and conditions deemed proper by the Trustee and to obligate the Trust for repayment; to encumber the Trust or any of its property by mortgage, deed of trust, pledge, or otherwise, using procedures to consummate the transaction deemed advisable by the Trustee; to replace, renew, and extend any encumbrance and to pay loans or other obligations of the Trust deemed advisable by the Trustee.

q. To loan or advance their own funds for any trust purposes to the Trust; the loans or advances may be made by any one or more of the Trustees; the loans or advances shall bear interest at the then current rate from the date of advancement until repayment and shall, together with interest, constitute a first lien on the entire Trust Estate until repayment.

r. To enter into oil, gas, and other mineral leases on terms deemed advisable by the Trustee, and to enter into any pooling, unitization, repressurization, community, and other types of agreements relating to the exploration, development, operation, and conservation of mineral properties; to drill, mine, and otherwise operate for the development of oil, gas, and other minerals, to contract for the installation and operation of absorption and repressuring plants, and to install and maintain pipelines.

s. To procure and carry at the expense of the Trust insurance of the kinds, forms, and amounts deemed advisable by the Trustee to protect the Trust Estate and the Trustee against any risk or hazard.

t. To enforce any deed of trust, mortgage, or pledge held by the Trust and to purchase at any sale thereunder any property subject to any such hypothecation.

u. To extend the time of payment of any note or other obligation held in the Trust Estate, including accrued or future interest, in the discretion of the Trustee.

v. To compromise, submit to arbitration, release with or without consideration, or otherwise adjust claims in favor of or against the Trust Estate.

w. To commence or defend at the expense of the Trust any litigation affecting the Trust or any property of the Trust Estate deemed advisable by the Trustee.

x. To pay all taxes, assessments, compensation of the Trustee, and other expenses incurred in the collection, care, administration, and protection of the Trust Estate.

y. To employ any attorney, investment advisor, accountant, broker, tax specialist, property or ranch manager, development managers and consultants; sales representatives and personnel, business and water rights consultants, analysts and engineers, or any other agent or representative deemed necessary in the sole discretion of the Trustee; and to pay from the Trust Estate the reasonable compensation for all services performed by any of them. Settlor acknowledges that STAN and TODD currently provide and/or involved in helping to administer and develop many of the Settlor's business activities and opportunities, but their roles and responsibilities in these capacities will likely be greatly increased in the event of the Settlor's Death. Accordingly, the Trustee is hereby authorized and instructed, from time to time, to review and adjust (especially to increase their respective levels of compensation based upon the increase in their then current responsibilities.

The Trustee shall not be liable for any neglect, omission, or wrongdoing of any attorney, investment adviser, accountant, broker, tax specialist, or any other agent employed by the Trustee, provided that reasonable care was exercised in his selection.

The Trustee may consult with the attorney employed by them concerning any question which may arise with regard to the duties of the Trustee and, provided reasonable care has been exercised in selecting him, the opinion of the attorney shall be full and complete authorization and protection in regard to any action taken or suffered by the Trustee in good faith and in accordance with the opinion of the attorney.

z. To terminate in the discretion of the Trustee any separate trust held for an income beneficiary if the fair market value of the separate trust at any time becomes less than \$50,000.00 and, regardless of the age of the income beneficiary, to distribute the principal and any accrued or undistributed net income to the income beneficiary, or to his guardian, conservator, or other fiduciary.



aa. On any partial or final distribution of the Trust Estate, to apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, even if shares be composed differently, or in undivided interests in the manner deemed advisable in the discretion of the Trustee and to sell any property deemed necessary by the Trustee to make the distribution.

bb. To do all the acts, to take all the proceedings, and to exercise all the rights, powers, and privileges which an absolute owner of the same property would have, subject always to the discharge of their fiduciary obligations; the enumeration of certain powers in this Trust Estate shall not limit the general or implied powers of the Trustee; the Trustee shall have all additional powers that may now or hereafter be conferred on them by law or that may be necessary to enable the Trustee to administer the assets of the Trust Estate in accordance with the provisions of this Trust Agreement, subject to any limitations specified in this Trust Agreement.

cc. To determine in their discretion what is income and what is principal of each trust established under this Trust Agreement, and what expenses, costs, taxes and charges of all kinds shall be charged against income and what shall be charged against principal, and the decision of the Trustee with respect to these matters shall be conclusive upon all parties.

dd. To make any and all elections permitted by any tax law applicable to any trust, the Settlor or the estate of the Settlor, and no adjustments shall be necessary among the beneficiaries of any trust as to the income or principal of such trust as a result of the exercise of such election.

#### ARTICLE 9. SPENDTHRIFT TRUSTS

Section 9.1. Each trust created by this Trust Agreement shall be a spendthrift trust. No beneficiary of any trust established under this Trust Agreement shall have any right or power to sell, transfer, assign, pledge, mortgage, alienate or hypothecate his or her interest in the principal or income of the Trust Estate in any manner whatsoever. To the fullest extent of the law, the interest of each and every beneficiary shall not be subject to the claims of any of his or her creditors or liable to attachment, execution, bankruptcy proceedings, or any other legal process. The Trustee shall pay, disburse and distribute principal and income of the Trust Estate only in the manner provided for in this Trust Agreement, and not upon any attempted transfer or assignment, whether oral or written, of any beneficiary nor by operation of law.

#### ARTICLE 10. DEFINITIONS

##### Incapacity

Section 10.1. For all purposes under this Trust Agreement, the incapacity of any person shall be deemed to exist if:

designated a significantly large amount to be allocated to the Credit Shelter Trust with the knowledge and understanding that in the event said amount cannot be prudently achieved, the Trustee would disclaim such portion thereof as is appropriate, in favor of the Marital Trust, to maintain appropriate liquidity for the payment of taxes and the overall administration of the Trust Estate as a whole. By creating the SSJ Interim Holding Trust, it is the Settlor's intention that the Trustee thereof exercise any such disclaimer as a single unit and, thereafter, that any undisclaimed portion be thereafter allocated in accordance with the provisions of Section 5.1

To further facilitate any such disclaimer at the level of each of the individual beneficiaries named in Section 5.1, TODD is hereby designated to act as a "general attorney-in-fact" authorized to execute valid and effective disclaimers on behalf of each of the individual beneficiaries named in Section 5.1, consistent with the disclaimer determination and recommendation of the Trustee of the SSJ Interim Holding Trust. In the event TODD is unable or unwilling to act as general attorney-in-fact for the disclaimer purposes described above, STAN is hereby designated to act as general attorney-in-fact for such purposes.

#### ARTICLE 7. TERMINATION OF TRUST

Section 7.1. This Trust shall terminate at such time as the entire Trust Estate has been distributed in accordance with the provisions of this Trust Agreement.

#### ARTICLE 8. POWERS OF TRUSTEE

Section 8.1. In order to carry out the purposes of any trust or trusts established by this Trust Agreement, the Trustee, in addition to all other powers and discretions granted by this Trust Agreement or by law, shall have the following powers and discretions, subject to any limitations specified elsewhere in this Trust Agreement:

a. To hold and exercise all of the powers and discretions enumerated in N.R.S. 163.265 to N.R.S. 163.410, inclusive, as such powers and discretions exist at the time of the execution of this Trust Agreement; and such powers and discretions are incorporated herein by reference with the same effect as if set forth verbatim. In the event any of such powers or discretions are inconsistent with any of the powers or discretions hereinafter set forth, the most liberal shall control to give the greatest latitude and discretion to the Trustee.

b. To continue to hold all or any part of the Trust Estate in the form in which the same may be at the time of the receipt thereof by the Trustee, including, but without

**CERTIFICATION OF  
THE SAMUEL S. JAKSICK, JR.  
FAMILY TRUST**

Samuel S. Jaksick, Jr., a married man, being first duly sworn, hereby declares under penalties of perjury under the laws of the State of Nevada that the following statements are true and correct:

1. Existence of the Trust

Samuel S. Jaksick, Jr., a married man, formed The Samuel S. Jaksick, Jr. Family Trust pursuant to The Samuel S. Jaksick, Jr. Family Trust Agreement dated December 4, 2003, and restated it June 29, 2006.

2. Name of the Trust

The name of the trust is The Samuel S. Jaksick, Jr. Family Trust.

3. Identities of Grantors

Samuel S. Jaksick, Jr., a married man, is Grantor or settlor of The Samuel S. Jaksick, Jr. Family Trust.

4. Identities of Trustees

Samuel S. Jaksick, Jr. is the initial Trustee. However, he may, in his sole discretion, appoint one (1) or more other persons or entities to serve as a Co-Trustee or as Co-Trustees with him and to serve as the successor Trustee or as successor Co-Trustees if he should for any reason fail to qualify or cease to act as Trustee, and he may remove (and, if desired, replace) any Co-Trustee, successor Trustee, or successor Co-Trustee appointed by him.

If Samuel S. Jaksick, Jr. should for any reason fail to qualify or cease to act as Trustee, and if he fails to otherwise appoint a different successor Trustee or two (2) or more different successor Co-Trustees pursuant to the preceding subparagraph, then Stanley S. Jaksick, Todd Bruce Jaksick, and Ray Benetti shall act as Co-Trustees. If any one of Stanley S. Jaksick, Todd Bruce Jaksick, or Ray Benetti should for any reason fail to qualify or cease to act as a Co-Trustee, then the remaining two Co-Trustees and Ken Huff shall act as Co-Trustees. If any two of Stanley S. Jaksick, Todd Bruce Jaksick, Ray Benetti, and Ken Huff should for any reason fail to qualify or cease to act as a Co-Trustee, then Todd Bruce Jaksick shall appoint one (1) other person or entity to serve as a Co-Trustee with the remaining two Co-Trustees. If Todd Bruce Jaksick should for any reason be unable or unwilling to appoint a Co-Trustee pursuant to the preceding sentence, then Stanley S. Jaksick shall appoint one (1) other person or entity to serve as a Co-Trustee with the remaining two Co-Trustees pursuant to the preceding sentence. If any three of

Stanley S. Jaksick, Todd Bruce Jaksick, Ray Benetti, and Ken Huff should for any reason fail to qualify or cease to act as a Co-Trustee, then Todd Bruce Jaksick shall appoint one (1) or more other persons or entities to serve as a Co-Trustee or as Co-Trustees with the remaining Co-Trustee. If Todd Bruce Jaksick should for any reason be unable or unwilling to appoint a Co-Trustee or Co-Trustees pursuant to the preceding sentence, then Stanley S. Jaksick shall appoint one (1) or more other persons or entities to serve as a Co-Trustee or as Co-Trustees with the remaining Co-Trustee pursuant to the preceding sentence.

Notwithstanding any other provision of this paragraph, Todd Bruce Jaksick may, in his sole discretion, remove any Co-Trustee, successor Trustee (including Nevada State Bank below), or successor Co-Trustee named or otherwise appointed pursuant to paragraph A. of the Trust Agreement, and he may appoint one (1) or more other persons or entities to serve as the replacement Co-Trustee, successor Trustee, or successor Co-Trustee, as the case may be. If Todd Bruce Jaksick should for any reason be unable or unwilling to remove and replace a Co-Trustee, successor Trustee, or successor Co-Trustee pursuant to the preceding sentence, then Stanley S. Jaksick may, in his sole discretion, remove any Co-Trustee, successor Trustee (including Nevada State Bank below), or successor Co-Trustee named or otherwise appointed pursuant to this paragraph A., and he may appoint one (1) or more other persons or entities to serve as the replacement Co-Trustee, successor Trustee, or successor Co-Trustee, as the case may be. However, the power granted to Todd Bruce Jaksick and Stanley S. Jaksick to remove and replace any Co-Trustee, successor Trustee, or successor Co-Trustee as set forth in this subparagraph may not be used to remove either Samuel S. Jaksick, Jr., Todd Bruce Jaksick, or Stanley S. Jaksick as Trustee, Co-Trustee, successor Trustee, or successor Co-Trustee, as the case may be.

If all of the individuals named in this paragraph should for any reason fail to qualify or cease to act as Trustees, and if another successor Trustee or two (2) or more other successor Co-Trustees are not otherwise appointed pursuant to the preceding subparagraphs, then Nevada State Bank shall act as sole Trustee.

The power to appoint, remove, and replace Co-Trustees, successor Trustees, and successor Co-Trustees is to be exercised by a written instrument signed by the person or persons possessing the power. Any person or entity qualified to serve as Trustee may be appointed a Co-Trustee, successor Trustee, or successor Co-Trustee pursuant to the paragraph IV A. of the Trust Agreement.

##### 5. Incapacity of Trustee

Any person named or appointed as the Trustee or as a Co-Trustee pursuant to the provisions of the Trust Agreement is to be considered to have failed to qualify as Trustee or as a Co-Trustee if the person at any time, as certified in writing by two (2) licensed physicians, becomes physically or mentally incapacitated such that the person is unable to manage the person's financial affairs, whether or not a court of competent jurisdiction has declared the person to be incompetent, mentally ill, or in need of a conservator or

guardian of the estate. However, the person retains the right to petition a court for a determination that no incapacity exists. The person is to be restored to the office of Trustee or Co-Trustee as soon as the condition causing the physical or mental incapacity no longer exists, as certified in writing by two (2) licensed physicians, who need not be the same two physicians who previously certified that the person had become physically or mentally incapacitated. By accepting his or her appointment as the Trustee or as a Co-Trustee under this Trust Agreement, the person (specifically including, but not limited to, each of the Grantors) agrees that the person's physicians may release to either of the Grantors, any beneficiary of the trust estate (or to the beneficiary's attorney, guardian or conservator of the beneficiary's estate, or the beneficiary's attorney-in-fact under a valid and enforceable power of attorney), or to any person or entity named as a successor Trustee any medical information reasonably necessary to determine the person's competency pursuant to this paragraph 5., and the physicians are authorized to issue the written certifications described above if they conclude that the Trustee or Co-Trustee has become incapacitated.

6. Governing Vote of Co-Trustees and Execution of Documents

During any period of time that there are two (2) or more Co-Trustees, all of the acts of the Co-Trustees are to be governed by the majority vote of the Co-Trustees, and any action taken by the majority vote of the Co-Trustees is to be binding on the trust estate and may be relied on by third parties transacting business with the Co-Trustees.

Following the approval by the Trustee or the Co-Trustees of any transaction pursuant to the Trust Agreement, any deeds, promissory notes, deeds of trust, mortgages, leases, contracts, checks, withdrawal orders for the disbursement or withdrawal of funds, or other instruments binding the assets of the trust or committing the trust to obligations may be executed on behalf of the trust (a) by the Trustee, if there is only one (1) Trustee, (b) by any one (1) of the Co-Trustees, if there are two (2) or more Co-Trustees, or (c) by any other person designated in writing by the Trustee, if there is only one (1) Trustee, or by all of the Co-Trustees, if there are two (2) or more Co-Trustees. Any person or entity transacting business with the trust may rely upon any instrument executed by an authorized signatory without inquiring into the approval of the transaction pursuant to the Trust Agreement.

7. Trustee Administrative Powers

The Trustees of The Samuel S. Jaksick, Jr. Family Trust are vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law:

1. The Trustee is to invest and manage the trust estate as a prudent investor would, after taking into consideration the purposes, terms, distribution requirements, and other circumstances of the trust. In satisfying this standard, the Trustee must exercise reasonable care, skill, and caution. The Trustee's investment and

management decisions respecting individual assets and courses of action are to be evaluated not in isolation, but in the context of the trust portfolio as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to the trust, with no types of investments or courses of actions being impermissible or imprudent *per se*. The intent of this provision is to confer upon the Trustee the investment authority defined in the Restatement 3d of the Law of Trusts ("The Prudent Investor Rule"). Within the limitations of this standard, and subject to any express provision or limitation contained in this Trust Agreement, the Trustee is authorized to invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts and investment companies (including any common trust fund or other collective investment vehicle administered by the Trustee or an affiliate of the Trustee), mutual funds, and interests in partnerships (both general and limited), limited liability companies, and other forms of legal entities. The Trustee's investment power is not to be affected by the fact that the Trustee or an affiliate of the Trustee may receive an investment management, administrative, or other fee from any entity in which trust assets are invested. In making and implementing investment decisions, the Trustee has a duty to diversify the investments of the trust unless, under the circumstances, it is prudent not to do so. However, the requirement for diversification is not to apply with respect to (a) any property contributed to the trust estate by the Grantor, (b) any residential real property described in paragraph C. of article V of the Trust Agreement and (c) any tangible personal property described in paragraph D. of article V of the Trust Agreement.

2. The Trustee may organize, participate in, invest in, and contribute trust assets to all forms of legal entities, specifically including, but not limited to, corporations, partnerships (both general and limited), and limited liability companies. The Trustee may acquire any form of equity interest in or evidence of indebtedness from any entity in which trust assets are invested, specifically including, but not limited to, stocks (preferred, common, voting, and non-voting), partnership interests (both limited and general), membership interests (both voting and non-voting), bonds, and promissory notes (both secured and unsecured), on terms and conditions approved by the Trustee, in the Trustee's discretion. This power specifically includes, but is not limited to, the power to invest in and contribute property to limited partnerships, limited liability companies, and other forms of legal entities administered or managed by the Trustee or an affiliate of the Trustee.

3. The Trustee may continue to hold any property, including any shares of the Trustee's own stock, and may operate at the risk of the trust estate any business that the Trustee receives or acquires as long as the Trustee considers advisable.

4. The Trustee is to have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations; and incident to such participation to deposit securities with and transfer title to any protective

or other committee on such terms as the Trustee may consider advisable; and to exercise or sell stock subscription or conversion rights.

5. The Trustee may hold securities or other property in the Trustee's name as Trustee under this Trust Agreement, in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

6. The Trustee may manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.

7. The Trustee may write or sell covered call options on any securities held in the trust through any recognized options exchange.

8. The Trustee may lease trust property for terms within or beyond the term of the Trust Agreement for any purpose, including exploration for the removal of gas, oil, and other minerals; and may enter into community oil leases, pooling, and unitization agreements.

9. The Trustee may loan money to any person or entity, including the probate estate of the Grantor. However, any such loan must bear a reasonable rate of interest.

10. The Trustee may purchase property at its fair market value as determined by the Trustee, in the Trustee's discretion, from the probate estate of the Grantor.

11. The Trustee may loan or advance the Trustee's own funds to the trust estate, with interest at current rates; may receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust estate; may purchase assets of the trust estate at their fair market value as determined by an independent appraisal of those assets; and may sell property to the trust at a price not in excess of the fair market value of the property as determined by an independent appraisal.

12. The Trustee may release or restrict the scope of any power that the Trustee may hold in connection with the trust estate, whether such power is expressly granted in the Trust Agreement or implied by law. The Trustee is to exercise this power in a written instrument executed by the Trustee specifying the power to be released or restricted and the nature of the release or restriction. The release or restriction is to be binding on all successor Trustees unless otherwise stated in the written instrument.

13. The Trustee may take any action and make any election, in the Trustee's discretion, to minimize the tax liabilities of the trust estate and the beneficiaries. The Trustee may allocate the tax benefits among the various beneficiaries, and the Trustee

may make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others...

14. The Trustee may borrow money and encumber trust property by mortgage, deed of trust, pledge, or otherwise. The Trustee is authorized to purchase, sell, and trade securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee. The Trustee of each trust is also authorized to guarantee any loans made to any entity in which the trust owns an equity interest. In addition, during the lifetime of the Grantor, the Trustee is authorized to guarantee any loans made to the Grantor.

15. The Trustee may commence or defend, at the expense of the trust estate, such litigation with respect to the trust estate or any property of the trust estate as the Trustee may consider advisable and may compromise or otherwise adjust any claims or litigation against or in favor of the trust estate.

16. The Trustee may carry insurance of such kinds and in such amounts as the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard.

17. The Trustee may employ attorneys, accountants, investment advisors, managerial, clerical, and other assistants and agents, including management companies and resident managers of any real property operated by the trust. The expense of employment of such personnel is to be a proper expense of the trust and not of the Trustee personally. The Grantor acknowledges that Stanley S. Jaksick and Todd Bruce Jaksick currently provide services to and/or are involved in helping to administer and develop many of the Grantor's business activities and opportunities, and that their roles and responsibilities in these capacities will likely be greatly increased in the event of Grantor's death. Accordingly, the Trustee is specifically authorized and instructed to review, adjust, and increase, from time to time, the respective levels of compensation for Stanley S. Jaksick and Todd Bruce Jaksick based upon the increase in their then current responsibilities.

18. The Trustee may withhold from distribution, in the Trustee's discretion, at the time for distribution of any property of the trust estate, without the payment of interest, all or any part of the property, as long as the Trustee determines, in the Trustee's discretion, that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate or in the administration of the probate estate of the Grantor.



19. The Trustee may partition, allot, and distribute the trust estate, on any division or periodic, partial, or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and may sell such property as the Trustee considers necessary to make any division or distribution. In making any division or periodic, partial, or final distribution of the trust estate, the Trustee is to be under no obligation to make a pro-rata division, or to distribute the same assets to beneficiaries similarly situated, but rather the Trustee may, in the Trustee's discretion, make a nonpro-rata division between trusts or shares and nonpro-rata distributions to beneficiaries, so long as the assets allocated to the separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market values.

20. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal or income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts are to be governed by the provisions of the Nevada Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this Trust Agreement or in the Nevada Revised Uniform Principal and Income Act is to be determined by the Trustee, in the Trustee's discretion.

21. For trust accounting purposes, all items of prepaid, accrued, or undistributed income and all taxes and other current expenses are to be prorated on a daily basis over the period to which they relate. The prorations are to be calculated on the basis of a 360 day year and a 30 day month.

22. There need be no physical segregation or division of the various trusts or shares except as segregation or division may be required by the termination of any of the trusts or shares, but the Trustee must maintain separate accounts for the different undivided interests.

23. Other property acceptable to the Trustee may be added to the trust estate by any person, by the Will or codicil of the Grantor, by the proceeds of any life insurance policy, or otherwise.

24. The Trustee may perform any environmental inspections of trust assets that the Trustee deems advisable before or after the assets are accepted by the Trustee, and the Trustee may refuse to accept any asset based upon the results of the inspection. The Trustee may undertake any remedial measures with respect to any trust asset that the Trustee deems necessary or advisable in order to comply with environmental laws and may compromise any environmental liability claims on terms deemed advisable by the Trustee. The Trustee may regularly inspect and monitor trust property for compliance with applicable environmental laws, rules, and regulations. All inspections, remedial measures, settlements of environmental claims, and other actions taken by the Trustee pursuant to this subparagraph are to be at the expense of the trust estate and not at the expense of the Trustee personally. The Trustee may renounce or disclaim any

power that might otherwise subject the Trustee to personal liability for environmental violations.

25. For investment purposes, the Trustee may, in the discretion of the Trustee, combine the assets of any of the trusts created under this Trust Agreement with the assets of any other trust established by the Grantor or by any other person. In such event, the Trustee must maintain separate records of the amounts allocable to each such trust. In addition, the Trustee may, in the Trustee's discretion, merge any trust created under the terms of this Trust Agreement with any other trust established by the Grantor or by any other person, so long as the beneficial interests under such merged trusts are substantially identical. In the event of any such merger, the Trustee need not maintain separate records of the amounts allocable to each merged trust.

26. Whenever, pursuant to article II, the Trustee is directed to make a distribution or an allocation to a separate trust upon the death of the Grantor, the Trustee may, in the Trustee's discretion, defer the distribution or the allocation for a period of six (6) or more months following the death if the Trustee reasonably considers such deferral necessary to preserve the alternate valuation date for federal estate tax purposes in the estate of the Grantor or for any other legal, tax, or accounting reason. No interest is to accrue on the amount deferred. However, the rights to the amount deferred are to vest upon the death of the Grantor.

27. Notwithstanding the preceding provisions, any individual who is appointed the Trustee or a Co-Trustee pursuant to paragraph A. above may not exercise or decide to not exercise any tax election or option under any federal, state, or local law if doing so (a) could increase, decrease, or shift to another beneficiary his or her beneficial interest in the trust estate, and (b) the increase, decrease, or shift would or could constitute income to or a transfer by the Trustee for federal, state, or local income or transfer tax purposes. If all the appointed Trustees are prohibited from exercising or from deciding to not exercise the tax election or option by the preceding sentence, then another individual, bank, or trust company (but not an individual who or bank or trust company which is related or subordinate to any acting Trustee under this Trust Agreement within the meaning of Code Section 672(c)) must be appointed by the Trustee or Co-Trustees then acting under this Trust Agreement, and the Trustee so appointed must alone exercise or decide to not exercise the tax election or option.

#### 8. Revocability of Trust

During the lifetime of Samuel S. Jaksick, Jr., The Samuel S. Jaksick, Jr. Family Trust is revocable by him with respect to the community property that is held in the trust, and with respect to separate property, by the one who transferred his or her separate property to the trust. Upon the death of Samuel S. Jaksick, Jr., the trust estate is to be divided into two (2) separate trusts, designated as the "Marital Trust," and the "Decedent's Trust." Both Trusts are to be established as separate irrevocable trusts.

9. Taxpayer Identification Number

During the lifetime of Samuel S. Jaksick, Jr., the trust is revocable by him, and he is the Trustee. Therefore, for federal income tax purposes, a separate federal employer identification number is not required for the trust, and the social security number of the Grantor is to be used for federal income tax reporting purposes.

10. Form of Title to Trust Assets

During the lifetime of Samuel S. Jaksick, Jr., title to the assets of The Samuel S. Jaksick, Jr. Family Trust is to be taken in either of the following three (3) forms:

a. "Samuel S. Jaksick, Jr., as Trustee under The Samuel S. Jaksick, Jr. Family Trust Agreement dated December 4, 2003."

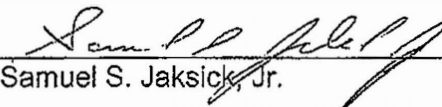
b. "Samuel S. Jaksick, Jr., as Trustee of The Samuel S. Jaksick, Jr. Family Trust under the Trust Agreement dated December 4, 2003."

c. "Samuel S. Jaksick, Jr., as Trustee of The Samuel S. Jaksick, Jr. Family Trust."

11. Certification

This Certification of The Samuel S. Jaksick, Jr. Family Trust is executed pursuant to Chapter 164 of the Nevada Revised Statutes. Samuel S. Jaksick, Jr., the Grantor and Trustee of The Samuel S. Jaksick, Jr. Family Trust, hereby certifies that the foregoing statements are true and correct, that the Trust Agreement has not been revoked or amended to make any representations contained in this Certification incorrect, and that his signature is that of all of the currently acting Trustees.

Dated this 22<sup>nd</sup> day of Aug, 2006.

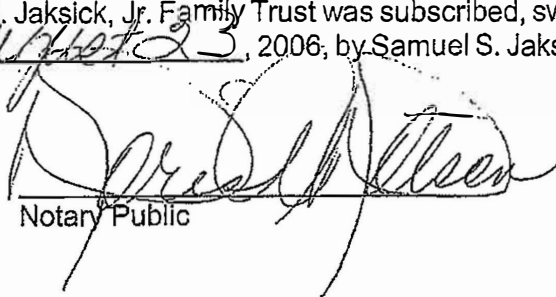
  
Samuel S. Jaksick, Jr.

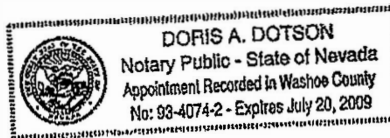
4005 Quail Rock Lane  
Reno, Nevada 89511

GRANTOR AND TRUSTEE

STATE OF NEVADA     )  
  )ss:  
COUNTY OF WASHOE    )

This Certification of The Samuel S. Jaksick, Jr. Family Trust was subscribed, sworn to, and acknowledged before me on August 23, 2006, by Samuel S. Jaksick, Jr.

  
Notary Public



HAUPIN, COX & LEGG, ATTORNEYS AT LAW P.O. BOX 1000, RENO, NEVADA

**CERTIFICATE OF TRUST**

012

**OF**

**THE THIRD AMENDMENT TO AND COMPLETE RESTATEMENT  
OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST AGREEMENT**

This is a Certificate of **THE THIRD AMENDMENT TO AND COMPLETE  
RESTATEMENT OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST**, originally dated  
December 4, 2003.

**TRUST IDENTITY AND TRUSTEES**

Under the terms of the Trust Agreement, **SAMUEL S. JAKSICK, JR.** is the Settlor and  
Trustee as stated in Sections 1.4 and 1.6 of the Trust Agreement. The name of the trust created  
under the terms of the Trust Agreement is **The Samuel S. Jaksick, Jr. Family Trust**.

**DESIGNATION OF TRUSTEES**

Settlor is designated as the sole Trustee of all trusts created by or to be created pursuant to the  
Trust Agreement. Should Settlor become unwilling or unable, for whatever reason, to serve as  
Trustee, **STAN, TODD, and RAY BENETTI ("RAY")** shall thereafter serve as Co-Trustees. Should  
any one of **STAN, TODD, or RAY** become unwilling or unable, for whatever reason, to serve as a  
Co-Trustee, the remaining two of them and **KEN HUFF ("KEN")** shall thereafter serve as successor  
Co-Trustees. Should any two of **STAN, TODD, RAY or KEN**, become unwilling or unable, for  
whatever reason, to serve as Co-Trustees, then the remaining two of them and a Named Successor  
Trustee, shall thereafter serve as successor Co-Trustees. Should any three of **STAN, TODD, RAY  
or KEN**, become unwilling or unable, for whatever reason, to serve as Co-Trustees, then the  
remaining one of them and one or more Named Successor Trustee(s) shall thereafter serve as  
successor Co-Trustees. In the event all of the above-named individuals are unwilling or unable, for  
whatever reason, to serve as Co-Trustees (including any individuals designated to serve as a Named  
Successor Trustee) or if a Named Successor Trustee has not been effectively designated pursuant to

**JSK001857**

**WJ 004676**