

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 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.

Case No. 81470

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

Electronically Filed
Oct 06 2021 04:54 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**APPELLANT TRUSTEES' SUPPLEMENTAL APPENDIX TO REPLY
BRIEF ON APPEAL AND ANSWERING BRIEF ON CROSS APPEAL**

(VOL. I of II)

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SUPPLEMENTAL APPENDIX

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25(b), I hereby certify that I am an employee of Maupin, Cox & LeGoy, and that on this day, I served, or caused to be served, a true and correct copy of the foregoing document by electronic service, via the Court's electronic notification system, to:

Adam D. Hosmer-Henner, Esq.
McDonald Carano LLP
100 W. Liberty Street, 10th Floor
Reno, Nevada 89505

Kent R. Robison, Esq.
Hannah E. Winston, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, Nevada 89503

Chad F. Clement, Esq.
Kathleen A. Wilde, Esq.
Marquis Aurbach Coffing
10001 Park Run Drive
Las Vegas, NV 89145

R. Kevin Spencer, Esq.
Zachary E. Johnson, Esq.
Spencer & Johnson, PLLC
500 N. Akard Street, Suite 2150
Dallas, Texas 75201

Philip L. Kreitlein, Esq.
Kreitlein Law Group, Ltd.
1575 Delucchi Lane, Suite 101
Reno, Nevada 89502

Dated this 6th day of October, 2021.

/s/ Jennifer Salisbury
EMPLOYEE

RECEIVED
AUG 06 2018
MAUPIN, COX & LEGOY

MARK J. CONNOT (10010)
FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899 telephone
(702) 597-5503 fax
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500 N. Akard Street, Suite 2150
Dallas, Texas 75201
kevin@dallasprobate.com
zach@dallasprobate.com
Attorneys for Respondent Wendy A. Jaksick

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.

SUBPOENA DUCES TECUM
(No appearance required)

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.

1 **THE STATE OF NEVADA TO:**

2 **L. ROBERT LEGOY, JR.**
3 **MAUPIN, COX & LEGOY**
4 4785 Caughlin Parkway
Reno, NV 89519

5 **CUSTODIAN OF RECORDS**
6 **MAUPIN, COX & LEGOY**
7 4785 Caughlin Parkway
Reno, NV 89519

8 **YOU ARE ORDERED**, pursuant to NRCP 45, to produce and permit inspection and
9 copying of the books, documents, or tangible things set forth on **Exhibit "A"** attached hereto
10 that are in your possession, custody, or control, by delivering a true, legible, and durable copy
11 of the records to the requesting attorneys, by United States mail or similar delivery service, no
12 later than **August 21, 2018**, at the following address:

13 **MARK J. CONNOT**
14 **FOX ROTHSCHILD LLP**
15 1980 Festival Plaza Drive, Ste. 700
Las Vegas, Nevada 89135

16 **R. KEVIN SPENCER**
17 **ZACHARY E. JOHNSON**
18 **SPENCER & JOHNSON, PLLC**
500 N. Akard Street, Suite 2150
Dallas, Texas 75201

19 All documents shall be produced as they are kept in the usual course of business or shall be
20 organized and labeled to correspond with the categories listed. NRCP 45(d)(1).

21 **YOU ARE FURTHER ORDERED** to authenticate the business records produced,
22 pursuant to NRS 52.260, and to provide with your production a completed Certificate of
23 Custodian of Records in substantially the form attached as **Exhibit "B."**

24 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena
25 served upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a
26 fine not exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100. Additionally, a
27 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages
28

1 sustained as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS
2 50.195, 50.205, and 22.100(3).

3 Please see attached **Exhibit "C"** for information regarding your rights and
4 responsibilities relating to this Subpoena.

5
6 **AFFIRMATION**

7 **Pursuant to NRS 239B.030**

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

10 DATED this 30th day of July, 2018.

11 **FOX ROTHSCHILD LLP**

12
13 /s/ Mark J. Connot

14 Mark J. Connot (10010)
15 1980 Festival Plaza Drive, #700
16 Las Vegas, NV 89135
mconnot@foxrothschild.com

17 **SPENCER & JOHNSON PLLC**

18 R. Kevin Spencer (*Admitted PHV*)
19 Zachary E. Johnson (*Admitted PHV*)
20 500 N. Akard Street, Suite 2150
21 Dallas, Texas 75201

22 *Attorneys for Respondent Wendy A. Jaksick*
23
24
25
26
27
28

DEFINITIONS AND INSTRUCTIONS

The following definitions and instructions apply to this Subpoena Duces Tecum:

A. As used herein the terms "document" or "documents" include, but are not limited to, all handwritten, typed, printed, photostated and microfilmed matter, drafts, duplicates, carbon copies, photostatic copies, or other copies, including without limiting the generality of this definition, all correspondence, memoranda, notice of meetings, records or recordings of telephone calls and other conversations, either in writing or upon any mechanical, electrical, or electronic recording device, records, deposit slips, account statements, ledgers, checks, drafts, notes, signature cards, resolutions, books, work papers, reports, studies, or surveys, balance sheets, profit and loss statements, statements of earnings, statements of net worth, statements of operations, audit reports, financial statements, financial summaries, statements of lists of assets, agreements, contracts, expenses records and records relating to investments which are in the possession, custody or control of the person of entity to whom this Request are addressed. As used herein, the terms "identify" or "identification", when used in reference to a document, mean to state its date, its author or originator, the individual and/or entity to whom it pertains, the type of document (e.g., letter, memorandum, telegram, etc., or some other means of identifying the same), and its present location. If any such document was, but is no longer in your possession or subject to your control, state what disposition was made of it. If any of the above information is not available, state any other means of identifying such documents.

B. As used herein, the term "identify" when used in regard to a person, means to state: (1) full name, last known residence address and all available telephone numbers; (2) present business or employment affiliation.

C. As used herein, the term "person" shall include individuals, associations, partnerships, corporations, and any other type of entity or institution whether formed for business purposes or any other purposes.

1 D. As used herein, the terms "Jaksick Family Trust" and "Family Trust" shall mean
2 The Samuel S. Jaksick, Jr. Family Trust, which was established by Samuel S. Jaksick, Jr. on June
3 29, 2006.

4 E. As used herein, the terms "Purported Second Amendment to the Family Trust"
5 and "Purported Second Amendment" shall mean the purported Second Amendment to the
6 Family Trust, dated December 10, 2012.

7 F. As used herein, the terms "SSJ's Issue Trust" and "Issue Trust" shall mean the
8 SSJ's Issue Trust, which was established by Samuel S. Jaksick, Jr. on February 21, 2007.

9 G. As used herein, the term "Purported Todd Indemnification Agreement" shall
10 mean the purported Indemnification and Contribution Agreement benefiting Todd A. Jaksick,
11 dated January 1, 2008.

12 H. As used herein, the term "Purported Stan Indemnification Agreement" shall mean
13 the purported Indemnification and Contribution Agreement benefiting Stanley S. Jaksick.

14 I. As used herein, the terms "Tahoe Property" and "Tahoe Residence" shall mean
15 the lakefront property on Lake Tahoe located at 1011 Lakeshore Blvd., Incline Village, Nevada
16 89451.

17 J. As used herein, the term "Todd" shall mean Todd B. Jaksick, Individually, a
18 Petitioner and Counter-Respondent in the above styled and numbered cause.

19 K. As used herein, the term "Family Trust Co-Trustee Todd" shall mean Todd B.
20 Jaksick, in his capacity as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, a Petitioner and
21 Counter-Respondent in the above styled and numbered cause.

22 L. As used herein, the term "Issue Trust Trustee" shall mean Todd B. Jaksick, in his
23 capacity as Trustee of the SSJ's Issue Trust, a Petitioner and Counter-Respondent in the above
24 styled and numbered cause.

25 M. As used herein, the term "Michael" shall mean Michael S. Kimmel, Individually,
26 a Petitioner and Counter-Respondent in the above styled and numbered cause.

1 N. As used herein, the term "Family Trust Co-Trustee Michael" shall mean Michael
2 S. Kimmel, in his capacity as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, a Petitioner
3 and Counter-Respondent in the above styled and numbered cause.

4 O. As used herein, the terms "Stanley" and "Stan" shall mean Stanley S. Jaksick,
5 Individually, a Petitioner and Counter-Respondent in the above styled and numbered cause.

6 P. As used herein, the term "Family Trust Co-Trustee Stanley" shall mean Stanley
7 S. Jaksick, in his capacity as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, a Petitioner
8 and Counter-Respondent in the above styled and numbered cause.

9 Q. As used herein, the term "Kevin" shall mean Kevin Riley, Individually, a
10 Respondent in the above styled and numbered cause.

11 R. As used herein, the term "BHC Trustee Kevin" shall mean Kevin Riley, in his
12 capacity as former Trustee of the Wendy A. Jaksick 2012 BHC Family Trust, a Respondent in
13 the above styled and numbered cause.

14 S. As used herein, the term "Wendy" shall mean Wendy A. Jaksick, Individually, a
15 Respondent and Counter-Petitioner in the above styled and numbered cause.

16 T. As used herein, the terms "Samuel", "Sam", and "Decedent" shall mean Samuel
17 S. Jaksick, Jr.

18 U. As used herein, the terms "you" and "your" or any derivation thereof shall mean
19 the person or persons to whom this discovery is directed above.

20 V. As used herein, the term "Tahoe Property" shall mean the property on Lake Tahoe
21 located at 1011 Lakeshore Blvd., Incline Village, Nevada 89451.

22 W. As used herein, the term "Petition for Confirmation Concerning the Family Trust"
23 shall mean the *Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction*
24 *of the Court, and for Approval of Accountings and Other Trust Administration Matters*,
25 originally filed in Cause No. PR17-00446 on August 2, 2017. A true and correct copy of the
26 Petition for Confirmation Concerning the Family Trust is attached hereto as Exhibit "A-1"¹.

27
28 ¹ *Exhibits A-1, A-2 and A-3 are available on the attached electronic media (CD).*

1 X. As used herein, the term "Petition for Confirmation Concerning the Issue Trust"
2 shall mean the *Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction*
3 *of the Court, and for Approval of Accountings and Other Trust Administration Matters*,
4 originally filed in Cause No. PR17-00445 on August 2, 2017. A true and correct copy of the
5 Petition for Confirmation Concerning the Issue Trust is attached hereto as Exhibit "A-2".

6 Y. As used herein, the term "Todd's Indemnification Agreement" shall mean the
7 purported Indemnification and Contribution Agreement, dated January 1, 2008, which is
8 attached hereto as Exhibit "A-3".

9 Z. As used herein, the term "Agreement and Consent to Proposed Action" shall
10 mean written agreements authorizing and approving actions taken by: (i) a Trustee of the Issue
11 Trust (as the term is used in paragraph 8 of the Petition for Confirmation concerning the Issue
12 Trust) or (ii) a Co-Trustee or the Co-Trustees of the Family Trust (as the term is used in
13 paragraph 14 of the Petition for Confirmation concerning the Family Trust).

14 AA. As used herein, the terms "date of death" shall mean April 21, 2013, the date of
15 death of Samuel S. Jaksick, Jr., Deceased.

16 BB. As used herein, the term "testamentary instrument" shall mean any will, codicil
17 or any other document, which may fall under the legal definition of that term, pursuant to and
18 under the laws of the State of Texas.

19 CC. As used herein, the term "dispositive instrument" or "dispositive action" shall
20 mean any deed, document or action of the Decedent evidencing any gift or intent to donate any
21 of her property, real or personal, to any person or any other document which may fall under the
22 legal definition of that term, pursuant to and under the laws of the State of Nevada.

23 DD. As used herein, the term "non-probate asset" shall have its legal meaning
24 including, but not limited to, mean any asset of the Decedent which passes by contract or
25 beneficiary designation outside of probate.

26 EE. As used herein, "and" means "and/or."

27 FF. As used herein, "or" means "and/or."

1 GG. As used herein, "any" and "all" are synonymous and shall be interpreted in the
2 contest of the request in which they are used to have the broadest meaning.

3 HH. As used herein, the term "relevant time period" shall mean January 1, 2006
4 through the present, unless otherwise denoted.

EXHIBIT "A"

DOCUMENTS TO BE PRODUCED

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.

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.

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.

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.

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.

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.

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.

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.

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

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

7 11. All documents and/or electronic data contained on the hard drive of any computer
8 or any floppy disk owned or used by you or your Law Firm during the relevant time period
9 relating to or regarding the Decedent, his Estate, his assets, the Family Trust, the Issue Trust, the
10 Tahoe Property, Todd's Indemnification Agreement or Stanley's Indemnification Agreement.
11 Please produce these documents and/or electronic data as they were stored on the hard drive or
12 floppy disk by giving us access to both.

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

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

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

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

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

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

 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.

 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.

 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.

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

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

5 23. All bank statements, deposit slips, canceled checks, check registers and/or bank
6 account reconciliations on any account in the name of or for the benefit of the Decedent, in any
7 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.

8 24. Copies of all certificates of deposit, savings passbooks or other documents
9 evidencing any interest in a certificate of deposit, savings account or any other type of time
10 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.

11 25. Copies of all documents evidencing any joint tenancy with survivor agreements
12 between the Decedent, in any capacity, his Estate, the Family Trust or the Issue Trust and any
13 other person, trust or entity in connection with any bank account, time deposit, certificate of
14 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.

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

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

20 28. All calendars, diaries or logs of you or anyone in your Law Firm during the
21 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.

22 29. Copies of all stock certificates, bonds, government securities, private securities
23 or any other similar investments registered in the name of Decedent, in any capacity, his Estate
24 the Family Trust or the Issue Trust during the relevant time period, and all documents,
25 instruments or other papers reflecting the purchases and/or sales of any type of stock, bond or
26 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.

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

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

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

- 9 a. The entire corporate book or record, including all records, which would be
10 includable in the books or records of SSJ, LLC, during the relevant time period.
- 11 b. Any and all files and documents relating to the formation of SSJ, LLC, including,
12 but not limited to, entity agreements, articles of formation, amendments to entity
13 agreements, by-laws, and any and all amendments, supplements, addendums,
14 alterations thereto or any other similar or connected document.
- 15 c. Any and all documents relating to, mentioning or reflecting the ownership or
16 change of ownership of SSJ, LLC during the relevant time period.
- 17 d. Any and all documents relating to, mentioning or reflecting the management or
18 change of management of SSJ, LLC during the relevant time period.
- 19 e. Any and all documents relating to, mentioning or evidencing any actions taken
20 by Sam, Todd, Stan or Wendy, in any capacity, on behalf of SSJ, LLC during the
21 relevant time period.
- 22 f. All records and documents relating to or reflecting SSJ, LLC interests, SSJ, LLC
23 ledgers, SSJ, LLC resolutions, SSJ, LLC minutes and/or memos and or notes of
24 SSJ, LLC meetings, during the relevant time period.
- 25 g. Copies of all documents relating to or reflecting any financial transaction of any
26 nature involving SSJ, LLC and/or its assets at any time during the relevant time
27 period.
- 28 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.
- 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.
- 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.
- 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.
- 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.
- m. Any and all documents relating to, mentioning or reflecting any loans to which
SSJ, LLC was a party during the relevant time period.

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

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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 1 n. All state and federal tax documents prepared, issued and/or filed in relation to
- 2 Jaksick Family LLC during the relevant time period.
- 3 34. Any and all documents and the entire file(s) in your possession, custody or control
- 4 or to which you may have access, pertaining to Incline TSS, Ltd., including but not limited to:
- 5 a. The entire corporate book or record, including all records, which would be
- 6 includable in the books or records of Incline TSS, Ltd., during the relevant time
- 7 period.
- 8 b. Any and all files and documents relating to the formation of Incline TSS, Ltd.,
- 9 including, but not limited to, entity agreements, articles of formation,
- 10 amendments to entity agreements, by-laws, and any and all amendments,
- 11 supplements, addendums, alterations thereto or any other similar or connected
- 12 document.
- 13 c. Any and all documents relating to, mentioning or reflecting the ownership or
- 14 change of ownership of Incline TSS, Ltd. during the relevant time period.
- 15 d. Any and all documents relating to, mentioning or reflecting the management or
- 16 change of management of Incline TSS, Ltd. during the relevant time period.
- 17 e. Any and all documents relating to, mentioning or evidencing any actions taken
- 18 by Sam, Todd, Stan or Wendy, in any capacity, on behalf of Incline TSS, Ltd.
- 19 during the relevant time period.
- 20 f. All records and documents relating to or reflecting Incline TSS, Ltd. interests,
- 21 Incline TSS, Ltd. ledgers, Incline TSS, Ltd. resolutions, Incline TSS, Ltd.
- 22 minutes and/or memos and or notes of Incline TSS, Ltd. meetings, during the
- 23 relevant time period.
- 24 g. Copies of all documents relating to or reflecting any financial transaction of any
- 25 nature involving Incline TSS, Ltd. and/or its assets at any time during the relevant
- 26 time period.
- 27 h. Copies of all documents relating to or reflecting the purchase, the listing for sale,
- 28 the sale or transfer of any asset of Incline TSS, Ltd. during the relevant time
- period.
- 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.
- 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.
- 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.
- 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.

- 1 m. Any and all documents relating to, mentioning or reflecting assets contributed to
2 or paid to Incline TSS, Ltd. during the relevant time period by Wendy, in any
3 capacity, his spouse or any of his children.
4 n. Any and all documents relating to, mentioning or reflecting assets contributed to
5 or paid to Incline TSS, Ltd. during the relevant time period by anyone, any entity
6 or any trust other than Sam, Todd, Stan or Wendy.
7 o. Any and all documents relating to, mentioning or reflecting distributions of cash
8 or other assets from Incline TSS, Ltd. during the relevant time period to anyone
9 or any entity.
10 p. Any and all documents relating to, mentioning or reflecting any loans to which
11 Incline TSS, Ltd. was a party during the relevant time period.
12 q. All state and federal tax documents prepared, issued and/or filed in relation to
13 Incline TSS, Ltd. during the relevant time period.
- 14 35. All documents, files or records kept or maintained by you or your Firm with
15 respect to the Tahoe Property.
- 16 36. All correspondence, cards, notes, email correspondence and/or other electronic,
17 mobile, social media, text message, electronic message, or internet correspondence of any kind
18 between you and anyone else, other than your attorney(s), concerning the Tahoe Property
19 prepared or sent during the relevant time period.
- 20 37. All documents sent to you from anyone else, other than your attorney(s), or from
21 you to anyone else, other than your attorney(s), regarding the Tahoe Property during the relevant
22 time period.
- 23 38. All documents, files or records kept or maintained by you reflecting any expense,
24 insurance, taxes, security, maintenance or otherwise, that was paid for the benefit of the Tahoe
25 Property during the relevant time period.
- 26 39. All monthly or other periodic budgets or listing of monthly or other periodic
27 expenses relating to any expense, taxes, and/or insurance paid or that needs to be paid relating
28 to the Tahoe Property during the relevant time period.
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.
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.
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.

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

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

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

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

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

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

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

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

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

28 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.

53. All appraisals of the Tahoe Property.

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.

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

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

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

7 58. All documents relating to, referencing or reflecting in any way Sam's intentions
8 that Todd, Stan and Wendy not be treated and/or benefit equally in relation to the use of the
Tahoe Property.

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

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

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

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

17 63. All documents relating to, mentioning or evidencing that you, your Firm and/or
18 Todd, in any capacity, disclosed to Stan and/or Wendy the benefit(s) Todd, his spouse and/or his
19 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.

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

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

26 66. All documents relating to, mentioning or evidencing that you, your Firm and/or
27 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.

1 67. All documents relating to, mentioning or evidencing that Wendy understood that
2 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.

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

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

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

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

11 72. Any and all originals, drafts, copies, revisions, executed or unexecuted, of any
12 agreements, other than Todd's Indemnification Agreement, that require Sam, Sam's Estate, the
13 Family Trust and/or the Issue Trust to indemnify: (i) Todd, in any capacity, Todd's spouse and/or
14 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.

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

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

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

24 76. All correspondence, cards, notes, email correspondence and/or other electronic,
25 mobile, social media, text message, electronic message, or internet correspondence of any kind
26 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.

27 77. All correspondence, cards, notes, email correspondence and/or other electronic,
28 mobile, social media, text message, electronic message, or internet correspondence of any kind

1 between Sam, or anyone acting on his behalf, and anyone else (including Sam's attorney(s)), that
2 relate to or mention the creation, preparation, execution or use of Todd's Indemnification
3 Agreement.

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

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

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

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

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

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

24 84. All documents that relate to, mention or evidence any debts of the "Indemnitees"
25 (as the term is defined in the first paragraph of Todd's Indemnification Agreement) that have
26 been paid, forgiven or cancelled pursuant to the terms of Todd's Indemnification Agreement.

27 85. All documents that relate to, mention or evidence any debts of the "Indemnitees"
28 (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.

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).

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.

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

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

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

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

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

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

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

28 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.

 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.

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

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

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

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

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

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

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

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

 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

 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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).

1 107. All records and documents relating to, mentioning or reflecting the proceeds
2 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.

3 108. All records and documents relating to, mentioning or reflecting the proceeds Todd
4 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.

5 109. All records and documents relating to, mentioning or reflecting the proceeds Stan
6 and/or the Stanley Jaksick 2012 BHC Family Trust was entitled to receive and/or did receive as
7 a result of the Fly Ranch sale.

8 110. All records and documents relating to, mentioning or reflecting that the proceeds
9 of the Fly Ranch sale were held in escrow and why such funds were held in escrow.

10 111. All records and documents relating to, mentioning or reflecting the disposition of
the proceeds of the Fly Ranch sale.

11 112. All state and federal tax documents prepared, issued and/or filed in relation to the
12 sale of Fly Ranch or the proceeds of the sale of Fly Ranch.

13 113. All records and documents relating to, mentioning or reflecting the payment or
14 transfer of any of the proceeds of the Fly Ranch sale to the entity known as Jack Rabbit or Jack
Rabbit Properties, LLC.

15 114. All records and documents relating to, mentioning or reflecting purpose for the
16 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.

17 115. All records and documents relating to, mentioning or reflecting the current status
18 and/or location of the proceeds of the Fly Ranch sale that were payable to Wendy or the Wendy
19 A. Jaksick 2012 BHC Family Trust.

20 116. All records and documents relating to, mentioning or reflecting the current status
21 and/or location of the proceeds of the Fly Ranch sale that were payable to Todd or the Todd
Jaksick 2012 BHC Family Trust.

22 117. All records and documents relating to, mentioning or reflecting the current status
23 and/or location of the proceeds of the Fly Ranch sale that were payable to Stan or the Stanley
Jaksick 2012 BHC Family Trust.

24 118. Any and all documents relating to, mentioning or evidencing the decision by
25 Todd, in any capacity, Stan, in any capacity, or Kevin, in any capacity, not to distribute any of
26 the proceeds of the sale of the Fly Ranch to Wendy or the Wendy A. Jaksick 2012 BHC Family
Trust.

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.

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.

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.

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.

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 includable in the books or records of Pioneer Group, Inc., during the relevant time period.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 1 j. Any and all documents relating to, mentioning or evidencing any actions taken
- 2 by Kevin, in any capacity, on behalf of and/or in relation to Pioneer Group, Inc.
- 3 during the relevant time period.
- 4 k. Any and all documents relating to, mentioning or evidencing any actions taken
- 5 by Wendy, in any capacity, on behalf of and/or in relation to Pioneer Group, Inc.
- 6 during the relevant time period.
- 7 l. All records and documents relating to or reflecting Pioneer Group, Inc. interests,
- 8 ledgers, resolutions, corporate minutes, during the relevant time period.
- 9 m. Copies of all documents relating to or reflecting any financial transaction of any
- 10 nature involving Pioneer Group, Inc. and/or its assets at any time during the
- 11 relevant time period.
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- 13 124. Copies of all documents and closing statements relating to or reflecting the
- 14 purchase, sale or transfer of any asset of Pioneer Group, Inc., including Bronco Billy's Casino,
- 15 during the relevant time period and all documents showing the disposition of the proceeds
- 16 received from any such sale(s).
- 17
- 18 125. All records and documents relating to, mentioning or reflecting the proceeds
- 19 Wendy and/or the Family Trust was entitled to receive and/or did receive as a result of the Bronco
- 20 Billy's sale.
- 21
- 22 126. All records and documents relating to, mentioning or reflecting the proceeds
- 23 Todd, in any capacity, was entitled to receive and/or did receive as a result of the Bronco Billy's
- 24 sale.
- 25
- 26 127. All records and documents relating to, mentioning or reflecting the proceeds Stan,
- 27 in any capacity, was entitled to receive and/or did receive as a result of the Bronco Billy's sale.
- 28
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.
129. All records and documents relating to, mentioning or reflecting the disposition of
- the proceeds of the Bronco Billy's sale.
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.
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.
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.

1 133. All records and documents relating to, mentioning or reflecting the current status
2 and/or location of the proceeds of the Bronco Billy's sale that were payable to Stan, in any
3 capacity.

4 134. Any and all documents relating to, mentioning or evidencing the decision by
5 Todd, in any capacity, or Kevin, in any capacity, or Stan, in any capacity, not to distribute any
6 of the proceeds of the sale of the Bronco Billy's to or for the benefit of Wendy.

7 135. All correspondence, cards, notes, email correspondence and/or other electronic,
8 mobile, social media, text message, electronic message, or internet correspondence of any kind
9 between you or your Firm, in any capacity, and anyone else concerning or mentioning Pioneer
10 Group, Inc. and/or the sale of Bronco Billy's prepared or sent during the relevant time period.

11 136. All correspondence, cards, notes, email correspondence and/or other electronic,
12 mobile, social media, text message, electronic message, or internet correspondence of any kind
13 between Todd, in any capacity, and anyone else concerning or mentioning Pioneer Group, Inc.
14 and/or the sale of Bronco Billy's prepared or sent during the relevant time period.

15 137. All correspondence, cards, notes, email correspondence and/or other electronic,
16 mobile, social media, text message, electronic message, or internet correspondence of any kind
17 between Kevin Riley, in any capacity, and anyone else concerning or mentioning Pioneer Group,
18 Inc. and/or the sale of Bronco Billy's prepared or sent during the relevant time period.

19 138. All correspondence, cards, notes, email correspondence and/or other electronic,
20 mobile, social media, text message, electronic message, or internet correspondence of any kind
21 between Stan, in any capacity, and anyone else concerning or mentioning Pioneer Group, Inc.
22 and/or the sale of Bronco Billy's prepared or sent during the relevant time period.

23 139. Any and all documents relating to, mentioning or evidencing that Wendy could
24 not participate in and/or receive proceeds of the sale of Bronco Billy's because of her failure or
25 inability to obtain a license from the Colorado Division of Gaming.

26 140. Any and all documents relating to, mentioning or evidencing that Family Trust
27 could not participate in and/or receive proceeds of the sale of Bronco Billy's because of its failure
28 or inability to obtain a license from the Colorado Division of Gaming.

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.

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.

1 143. Any and all documents relating to, mentioning or evidencing that Wendy and/or
2 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

3 144. Any and all documents relating to, mentioning or reflecting distributions of cash
4 or other assets from Pioneer Group, Inc. during the relevant time period to anyone or any entity.

5 145. Any and all documents relating to, mentioning or reflecting any loans to which
6 Pioneer Group, Inc. was a party during the relevant time period.

7 146. All documents relating to, mentioning or evidencing the preparation, creation
8 and/or execution of the Note Payable Between Duck Lake Ranch LLC and Samuel Jaksick Jr.
(WJ 012356).

9 147. All correspondence, cards, notes, email correspondence and/or other electronic,
10 mobile, social media, text message, electronic message, or internet correspondence of any kind
11 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.

12 148. All documents relating to, mentioning or evidencing that Sam received the
13 \$85,000.00 cash identified in the Note Payable Between Duck Lake Ranch LLC and Samuel
14 Jaksick Jr. (WJ 012356).

15 149. All documents relating to, mentioning or evidencing whether Sam repaid part or
16 all of the balance due under the Note Payable Between Duck Lake Ranch LLC and Samuel
Jaksick Jr. (WJ 012356).

17 150. All documents relating to, mentioning or evidencing what happened to the
18 Supercub-Sammy Subpercub 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
19 on the Note.

20 151. Any and all documents and the entire file(s) in you and/or your Firm's possession,
21 custody or control or to which you or your Firm may have access, pertaining to Jackrabbit
Properties, LLC, including but not limited to:

- 22 a. The entire corporate book or record, including all records, which would be
23 includable in the books or records of Jackrabbit Properties, LLC, during the
relevant time period.
- 24 b. Any and all files and documents relating to the formation of Jackrabbit Properties,
25 LLC, including, but not limited to, entity agreements, articles of formation,
26 amendments to entity agreements, by-laws, and any and all amendments,
supplements, addendums, alterations thereto or any other similar or connected
document.

- 1 c. Any and all documents relating to, mentioning or reflecting the ownership or
 - 2 change of ownership of Jackrabbit Properties, LLC during the relevant time
 - 3 period.
 - 4 d. Any and all documents relating to, mentioning or reflecting the ownership interest
 - 5 of Wendy and/or the Jackrabbit Properties, LLC in Jackrabbit Properties, LLC
 - 6 during the relevant time period.
 - 7 e. Any and all documents relating to, mentioning or reflecting the ownership interest
 - 8 of Todd, in any capacity, in Jackrabbit Properties, LLC during the relevant time
 - 9 period.
 - 10 f. Any and all documents relating to, mentioning or reflecting the ownership interest
 - 11 of Stan, in any capacity, in Jackrabbit Properties, LLC during the relevant time
 - 12 period.
 - 13 g. Any and all documents relating to, mentioning or reflecting the management or
 - 14 change of management of Jackrabbit Properties, LLC during the relevant time
 - 15 period.
 - 16 h. Any and all documents relating to, mentioning or evidencing any actions taken
 - 17 by Todd, in any capacity, on behalf of and/or in relation to Jackrabbit Properties,
 - 18 LLC during the relevant time period.
 - 19 i. Any and all documents relating to, mentioning or evidencing any actions taken
 - 20 by Stan, in any capacity, on behalf of and/or in relation to Jackrabbit Properties,
 - 21 LLC during the relevant time period.
 - 22 j. Any and all documents relating to, mentioning or evidencing any actions taken
 - 23 by Kevin, in any capacity, on behalf of and/or in relation to Jackrabbit Properties,
 - 24 LLC during the relevant time period.
 - 25 k. Any and all documents relating to, mentioning or evidencing any actions taken
 - 26 by Wendy, in any capacity, on behalf of and/or in relation to Jackrabbit
 - 27 Properties, LLC during the relevant time period.
 - 28 l. All records and documents relating to or reflecting Jackrabbit Properties, LLC
 - interests, ledgers, resolutions, corporate minutes, during the relevant time period.
 - 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.
 - 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.
 - 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.
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 Homecamp,
- 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.
 - b. Any and all files and documents relating to the formation of Homecamp, LLC,
 - including, but not limited to, entity agreements, articles of formation,

- 1 amendments to entity agreements, by-laws, and any and all amendments,
2 supplements, addendums, alterations thereto or any other similar or connected
3 document.
- 4 c. Any and all documents relating to, mentioning or reflecting the ownership or
5 change of ownership of Homecamp, LLC during the relevant time period.
- 6 d. Any and all documents relating to, mentioning or reflecting the ownership interest
7 of Wendy and/or the Homecamp, LLC in Homecamp, LLC during the relevant
8 time period.
- 9 e. Any and all documents relating to, mentioning or reflecting the ownership interest
10 of Todd, in any capacity, in Homecamp, LLC during the relevant time period.
- 11 f. Any and all documents relating to, mentioning or reflecting the ownership interest
12 of Stan, in any capacity, in Homecamp, LLC during the relevant time period.
- 13 g. Any and all documents relating to, mentioning or reflecting the management or
14 change of management of Homecamp, LLC during the relevant time period.
- 15 h. Any and all documents relating to, mentioning or evidencing any actions taken
16 by Todd, in any capacity, on behalf of and/or in relation to Homecamp, LLC
17 during the relevant time period.
- 18 i. Any and all documents relating to, mentioning or evidencing any actions taken
19 by Stan, in any capacity, on behalf of and/or in relation to Homecamp, LLC
20 during the relevant time period.
- 21 j. Any and all documents relating to, mentioning or evidencing any actions taken
22 by Kevin, in any capacity, on behalf of and/or in relation to Homecamp, LLC
23 during the relevant time period.
- 24 k. Any and all documents relating to, mentioning or evidencing any actions taken
25 by Wendy, in any capacity, on behalf of and/or in relation to Homecamp, LLC
26 during the relevant time period.
- 27 l. All records and documents relating to or reflecting Homecamp, LLC interests,
28 ledgers, resolutions, corporate minutes, during the relevant time period.
- 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.
- 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.
- o. Any and all documents relating to, mentioning or reflecting any loans to which
Homecamp, LLC was a party during the relevant time period.

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.
- 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

- 1 amendments, supplements, addendums, alterations thereto or any other similar or
- 2 connected document.
- 3 c. Any and all documents relating to, mentioning or reflecting the ownership or
- 4 change of ownership of White Pine Ranch dba White Pine Lumber Co. during the
- 5 relevant time period.
- 6 d. Any and all documents relating to, mentioning or reflecting the ownership interest
- 7 of Wendy and/or the White Pine Ranch dba White Pine Lumber Co. in White Pine
- 8 Ranch dba White Pine Lumber Co. during the relevant time period.
- 9 e. Any and all documents relating to, mentioning or reflecting the ownership interest
- 10 of Todd, in any capacity, in White Pine Ranch dba White Pine Lumber Co. during
- 11 the relevant time period.
- 12 f. Any and all documents relating to, mentioning or reflecting the ownership interest
- 13 of Stan, in any capacity, in White Pine Ranch dba White Pine Lumber Co. during
- 14 the relevant time period.
- 15 g. Any and all documents relating to, mentioning or reflecting the management or
- 16 change of management of White Pine Ranch dba White Pine Lumber Co. during
- 17 the relevant time period.
- 18 h. Any and all documents relating to, mentioning or evidencing any actions taken
- 19 by Todd, in any capacity, on behalf of and/or in relation to White Pine Ranch dba
- 20 White Pine Lumber Co. during the relevant time period.
- 21 i. Any and all documents relating to, mentioning or evidencing any actions taken
- 22 by Stan, in any capacity, on behalf of and/or in relation to White Pine Ranch dba
- 23 White Pine Lumber Co. during the relevant time period.
- 24 j. Any and all documents relating to, mentioning or evidencing any actions taken
- 25 by Kevin, in any capacity, on behalf of and/or in relation to White Pine Ranch
- 26 dba White Pine Lumber Co. during the relevant time period.
- 27 k. Any and all documents relating to, mentioning or evidencing any actions taken
- 28 by Wendy, in any capacity, on behalf of and/or in relation to White Pine Ranch
- 29 dba White Pine Lumber Co. during the relevant time period.
- 30 l. All records and documents relating to or reflecting White Pine Ranch dba White
- 31 Pine Lumber Co. interests, ledgers, resolutions, corporate minutes, during the
- 32 relevant time period.
- 33 m. Copies of all documents relating to or reflecting any financial transaction of any
- 34 nature involving White Pine Ranch dba White Pine Lumber Co. and/or its assets
- 35 at any time during the relevant time period.
- 36 n. Any and all documents relating to, mentioning or reflecting distributions of cash
- 37 or other assets from White Pine Ranch dba White Pine Lumber Co. during the
- 38 relevant time period to anyone or any entity.
- 39 o. Any and all documents relating to, mentioning or reflecting any loans to which
- 40 White Pine Ranch dba White Pine Lumber Co. was a party during the relevant
- 41 time period.
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154. Any and all documents and the entire file(s) in you and/or your Firm's possession,
- 155 custody or control or to which you or your Firm may have access, pertaining to Duck Lake
- 156 Ranch, LLC, including but not limited to:
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- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- l. All records and documents relating to or reflecting Duck Lake Ranch, LLC interests, ledgers, resolutions, corporate minutes, during the relevant time period.
- 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.
- 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.
- 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.

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.
- 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.
- c. Any and all documents relating to, mentioning or reflecting the ownership or change of ownership of Toiyabe Co. during the relevant time period.
- 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.
- 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.
- 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.
- g. Any and all documents relating to, mentioning or reflecting the management or change of management of Toiyabe Co. during the relevant time period.
- 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.
- 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.
- 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.
- 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.
- l. All records and documents relating to or reflecting Toiyabe Co. interests, ledgers, resolutions, corporate minutes, during the relevant time period.
- 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.
- 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.
- o. Any and all documents relating to, mentioning or reflecting any loans to which Toiyabe Co. was a party during the relevant time period.

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

1 "A-1", and any and all documents relating to, mentioning or evidencing the creation and
2 execution of same.

3 157. All written communications, correspondence, emails and text messages sent or
4 received during the relevant time period, that relate to or mention the Agreement and Consent to
5 Proposed Action, dated July 16, 2013 (Exhibit "9" to the Petition for Confirmation Concerning
6 the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation and execution
7 of same.

8 158. All documents relating to, mentioning or evidencing that one or more of the Co-
9 Trustees provided full disclosure of information to Wendy concerning the Agreement and
10 Consent to Proposed Action, dated July 16, 2013 (Exhibit "9" to the Petition for Confirmation
11 Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before it was executed.

12 159. Any and all originals, drafts, copies, revisions and amendments, executed or
13 unexecuted of the Agreement and Consent to Proposed Action, dated July 24, 2013 (Exhibit "10"
14 to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as Exhibit
15 "A-1"), and any and all documents relating to, mentioning or evidencing the creation and
16 execution of same.

17 160. All written communications, correspondence, emails and text messages sent or
18 received during the relevant time period, that relate to or mention the Agreement and Consent to
19 Proposed Action, dated July 24, 2013 (Exhibit "10" to the Petition for Confirmation Concerning
20 the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation and execution
21 of same.

22 161. All documents relating to, mentioning or evidencing that one or more of the Co-
23 Trustees provided full disclosure of information to Wendy concerning the Agreement and
24 Consent to Proposed Action, dated July 24, 2013 (Exhibit "10" to the Petition for Confirmation
25 Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before it was executed.

26 162. Any and all originals, drafts, copies, revisions and amendments, executed or
27 unexecuted of the Agreement and Consent to Proposed Action, dated August 14, 2013 (Exhibit
28 "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.

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.

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.

1
2 165. Any and all originals, drafts, copies, revisions and amendments, executed or
3 unexecuted of the Agreement and Consent to Proposed Action, dated August 26, 2013 (Exhibit
4 "12" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as
5 Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the creation
6 and execution of same.

7 166. All written communications, correspondence, emails and text messages sent or
8 received during the relevant time period, that relate to or mention the Agreement and Consent to
9 Proposed Action, dated August 26, 2013 (Exhibit "12" to the Petition for Confirmation
10 Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation
11 and execution of same.

12 167. All documents relating to, mentioning or evidencing that one or more of the Co-
13 Trustees provided full disclosure of information to Wendy concerning the Agreement and
14 Consent to Proposed Action, dated August 26, 2013 (Exhibit "12" to the Petition for
15 Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before
16 it was executed.

17 168. Any and all originals, drafts, copies, revisions and amendments, executed or
18 unexecuted of the Agreement and Consent to Proposed Action, dated January 31, 2014 ((Exhibit
19 "13" to the Petition for Confirmation Concerning the Family Trust, which is attached hereto as
20 Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the creation
21 and execution of same.

22 169. All written communications, correspondence, emails and text messages sent or
23 received during the relevant time period, that relate to or mention the Agreement and Consent to
24 Proposed Action, dated January 31, 2014 (Exhibit "13" to the Petition for Confirmation
25 Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation
26 and execution of same.

27 170. All documents relating to, mentioning or evidencing that one or more of the Co-
28 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.

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.

172. 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 April 15, 2014 (Exhibit "14" to the Petition for Confirmation Concerning

1 the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation and execution
2 of same.

3 173. All documents relating to, mentioning or evidencing that one or more of the Co-
4 Trustees provided full disclosure of information to Wendy concerning the Agreement and
5 Consent to Proposed Action, dated April 15, 2014 (Exhibit "14" to the Petition for Confirmation
6 Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before it was executed.

7 174. Any and all originals, drafts, copies, revisions and amendments, executed or
8 unexecuted of the Agreement and Consent to Proposed Action, dated August 28, 2014 (Exhibit
9 "15" to the Petition for Confirmation concerning the Family Trust), and any and all documents
10 relating to, mentioning or evidencing the creation and execution of same.

11 175. All written communications, correspondence, emails and text messages sent or
12 received during the relevant time period, that relate to or mention the Agreement and Consent to
13 Proposed Action, dated August 28, 2014 (Exhibit "15" to the Petition for Confirmation
14 Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), and/or the creation
15 and execution of same.

16 176. All documents relating to, mentioning or evidencing that one or more of the Co-
17 Trustees provided full disclosure of information to Wendy concerning the Agreement and
18 Consent to Proposed Action, dated August 28, 2014 (Exhibit "15" to the Petition for
19 Confirmation Concerning the Family Trust, which is attached hereto as Exhibit "A-1"), before
20 it was executed.

21 177. Any and all originals, drafts, copies, revisions and amendments, executed or
22 unexecuted of the Agreement and Consent to Proposed Action, dated September 25, 2014
23 (Exhibit "16" to the Petition for Confirmation Concerning the Family Trust, which is attached
24 hereto as Exhibit "A-1"), and any and all documents relating to, mentioning or evidencing the
25 creation and execution of same.

26 178. All written communications, correspondence, emails and text messages sent or
27 received during the relevant time period, that relate to or mention the Agreement and Consent to
28 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/or the creation
and execution of same.

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.

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

1 "A-2"), and any and all documents relating to, mentioning or evidencing the creation and
2 execution of same.

3 181. All written communications, correspondence, emails and text messages sent or
4 received during the relevant time period, that relate to or mention the Agreement and Consent to
5 Proposed Action, dated June 5, 2013 (Exhibit "7" to the Petition for Confirmation Concerning
6 the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or the creation and execution of
7 same.

8 182. All documents relating to, mentioning or evidencing that you, in your capacity as
9 Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the
10 Agreement and Consent to Proposed Action, dated June 5, 2013 (Exhibit "7" to the Petition for
11 Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or the
12 creation and execution of same.

13 183. Any and all originals, drafts, copies, revisions and amendments, executed or
14 unexecuted of the Agreement and Consent to Proposed Action, dated August 28, 2014 (Exhibit
15 "8" to the Petition for Confirmation Concerning the Issue Trust, which is attached hereto as
16 Exhibit "A-2"), and any and all documents relating to, mentioning or evidencing the creation
17 and execution of same.

18 184. All written communications, correspondence, emails and text messages sent or
19 received during the relevant time period, that relate to or mention the Agreement and Consent to
20 Proposed Action, dated August 28, 2014 (Exhibit "8" to the Petition for Confirmation
21 Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or the creation and
22 execution of same.

23 185. All documents relating to, mentioning or evidencing that you, in your capacity as
24 Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the
25 Agreement and Consent to Proposed Action, dated August 28, 2014 (Exhibit "8" to the Petition
26 for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), and/or
27 the creation and execution of same.

28 186. 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.

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.

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

1 Agreement and Consent to Proposed Action, dated September 25, 2014 (Exhibit "9" to the
2 Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), before it was executed.

3 189. Any and all originals, drafts, copies, revisions and amendments, executed or
4 unexecuted of the Agreement and Consent to Proposed Action, dated November 13, 2015
5 (Exhibit "10" to the Petition for Confirmation Concerning the Issue Trust, which is attached
6 hereto as Exhibit "A-2"), and any and all documents relating to, mentioning or evidencing the
creation and execution of same.

7 190. All written communications, correspondence, emails and text messages sent or
8 received during the relevant time period, that relate to or mention the Agreement and Consent to
9 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.

10 191. All documents relating to, mentioning or evidencing that you, in your capacity as
11 Trustee of the Issue Trust, provided full disclosure of information to Wendy concerning the
12 Agreement and Consent to Proposed Action, dated November 13, 2015 (Exhibit "10" to the
13 Petition for Confirmation Concerning the Issue Trust, which is attached hereto as Exhibit "A-2"), before it was executed.

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit is made; that I received a copy of the **SUBPOENA DUCES TECUM** on _____; and that I served the same on _____, by delivering and leaving a copy with _____ at _____.

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

DATED this __ day of July, 2018.

EXHIBIT "B"
CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

NOW COMES _____, who after first being duly sworn
deposes and says:

1. That Affiant is the Custodian of Records of _____.
2. That on the ___ day of _____, 2018, the Affiant was served with a written request in connection with the above entitled matter.
3. That the Affiant has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.
4. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the Affiant or the office or institution in which the Affiant is engaged.

CUSTODIAN OF RECORDS

SUBSCRIBED and SWORN to before
me this ___ day of _____, 2018.

NOTARY PUBLIC in and for said
County and State

EXHIBIT "C"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) *Protection of persons subject to subpoena.*

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) *Duties in responding to subpoena.*

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of FOX ROTHSCHILD LLP and that on this 31st day of July, 2018, I served a true and correct copy of the foregoing **SUBPOENA DUCES TECUM** by First Class U.S. Mail, postage prepaid addressed to the following:

Kent Robison, Esq.
Therese M. Shanks, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, NV 89503

*Attorneys for Todd B. Jaksick, Beneficiary
SSJ's Issue Trust and Samuel S. Jaksick, Jr.,
Family Trust*

Adam Hosmer-Henner, Esq.
McDonald Carano
100 West Liberty Street, 10th Fl.
P.O. Box 2670
Reno, NV 89505

Attorneys for Stanley S. Jaksick

Phil Kreitlein, Esq.
Kreitlein Law Group
470 E. Plumb Lane, #310
Reno, NV 89502
Attorneys for Stanley S. Jaksick

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

DATED this 31st day of July, 2018.

/s/ Doreen Loffredo
An Employee of Fox Rothschild LLP



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August 20, 2018

Via U.S. Mail and Email

Mark Connot, Esq.
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and

R. Kevin Spencer, Esq. (Pro Hac Vice)
Zachary E. Johnson, Esq. (Pro Hac Vice)
Spencer & Johnson PLLC
500 N. Akard Street, Suite 2150
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kevin@dallasprobate.com
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 1st 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 20th 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.³**

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).

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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).

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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.

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.

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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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.

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.

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.

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).

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.

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."

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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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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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.

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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169. 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 January 31, 2014 (Exhibit "13" 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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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.

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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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."

Mr. LeGoy and MCL Custodian further object to this request a 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 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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result in the disclosure of information in violation of personal or financial privacy rights.

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).

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.

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).

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.

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).

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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).

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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).

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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).

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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).

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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).

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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).

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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).

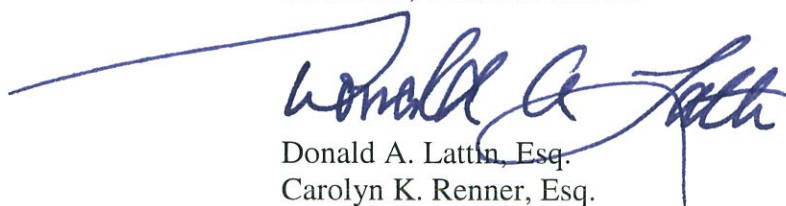
Mr. LeGoy and MCL Custodian further object to this request as duplicative and burdensome as the same information has been sought through requests for production of documents propounded to the parties of this litigation.

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

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 firm name. 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
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12 *Attorneys for Todd B. Jaksick, Individually, and as Beneficiary*

13 *of the SSJ's Issue Trust and the Samuel S. Jaksick, Jr., Family Trust*

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

16 IN AND FOR THE COUNTY OF WASHOE

17 In the Matter of the:

CASE NO.: PR17-00445

18 SSJ's ISSUE TRUST.

DEPT. NO.: 15

19 In the Matter of the:

CASE NO.: PR17-00446

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

DEPT. NO.: 15

21 WENDY JAKSICK,

TODD B. JAKSICK'S, AS BENEFICIARY,
OPPOSITION TO WENDY JAKSICK'S
EMERGENCY MOTION TO EXTEND
DISCOVERY, EXPERT DESIGNATION
DEADLINES, AND TRIAL

22 Respondent and Counter-Petitioner,
23 v.

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

Petitioners and Counter-Respondents

1 STANLEY JAKSICK,
2 Respondent and Counter-Petitioner,
3 v.
4 TODD B. JAKSICK, Individually and as Co-
Trustee of the Samuel S. Jaksick Jr. Family
5 Trust.
Petitioner and Counter-Respondent.

6
7 **TODD B. JAKSICK'S, AS BENEFICIARY, OPPOSITION TO WENDY JAKSICK'S**
8 **EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION**
9 **DEADLINES, AND TRIAL**

10 Todd B. Jaksick ("Todd"), as beneficiary of the Samuel S. Jaksick Jr. Family Trust (the
11 "Family Trust") and the SSJ's Issue Trust ("Issue Trust"), opposes Wendy Jaksick's ("Wendy")
12 Emergency Motion to Extend Discovery, Expert Designation Deadlines, and Trial ("Mot.") as
follows:

13 **I. INTRODUCTION.**

14 Wendy's motion is an attempt to litigate this case by trying Todd's counsel, rather than by
15 relying on the merits of her underlying claims. There are no merits to her allegations; thus, it
16 makes sense that Wendy is now attempting to manufacture discovery disputes in the hope that she
17 can win her case by litigating against counsel rather than confront the lack of evidence supporting
18 her accusations.

19 The theme of Wendy's motion is that trial cannot occur because Wendy has not been given
20 all of the information that she has requested. However, the fact that Wendy requested it does not
21 mean it exists. Substantial information has been provided to Wendy. Rather than admit the
22 glaringly apparent fact that her claims lack any merit, Wendy continues to abuse the discovery
23 process by engaging in fishing expeditions and then crying foul when her fishing line fails to snag
24 anything of substance.

25 Even more frustrating is the fact that Wendy's motion paints the picture of multiple
26 discovery disputes pending in this litigation. This is simply not true. The only outstanding
27 discovery issue is whether Todd's suspended deposition will be terminated. *Todd* sought that
28

1 relief after Wendy's discovery abuses, not Wendy. *Every other issue that Wendy complains*
2 *about in her motion is not the subject of a pending motion to compel or protective order.*

3 Wendy now asks this Court to continue trial because she does not have the discovery that
4 she has not been diligent in seeking. She has not demonstrated good cause, and her motion must
5 be denied.

6 **II. RELEVANT PROCEDURAL BACKGROUND**

7 Wendy's request to continue discovery deadlines and trial is premised on purported
8 discovery issues. Accordingly, Todd will address these non-disputes for this Court.

9 **A. WENDY HAS NOT SOUGHT A PROTECTIVE ORDER.**

10 There is no dispute regarding the interrogatories served upon Wendy. She admits that she
11 responded to these interrogatories. *See* Mot., ¶ 16. Wendy never moved for a protective order or
12 challenged this Court's order allowing additional interrogatories.

13 Wendy never moved for a protective order regarding her deposition, and it has since been
14 completed. *Id.* at ¶ 26. She attempts to create some dispute regarding why counsel had to
15 continue the deposition from June 7, 2018, but the reality is that Wendy agreed to the continuance,
16 appeared for her deposition, and never complained or sought court relief.

17 **B. WENDY HAS NOT FILED A MOTION TO COMPEL.**

18 Wendy has not filed a motion to compel Todd's interrogatory answers. Todd objected to
19 Wendy's interrogatories because, like all of Wendy's discovery requests, these were objectionable.
20 Despite having these responses for over one month, Wendy has not filed a motion to compel
21 Todd's interrogatory answers.

22 Wendy has not filed a motion to compel Todd's responses to her requests for production of
23 documents. She cleverly omits to inform this Court that she served 1,569 requests on Todd, but is
24 able to provide the exact number of pages produced by and requests served upon her. *See* Mot.
25 Wendy also admits that Todd has produced over 5,000 pages of documents. *Id.* at ¶ 21. The fact
26 that these documents do not support Wendy's claims does not mean that Todd is withholding
27 information. It simply means that Wendy's claims are factually unsupportable.

28 Wendy has had Todd's responses to the requests for production of documents since June

1 27, 2018, for over three months, and has not filed a motion to compel. Todd's deposition occurred
2 over one month ago. Wendy has not filed a motion to compel.

3 Wendy has not filed a motion to compel regarding Kevin Riley's allegedly deficient
4 responses, but complains that this is a reason she needs a trial continuance. *Id.* at ¶ 25. Wendy has
5 not filed a motion to compel Kevin's responses to her requests for production of documents,
6 despite having these objections for over one month.

7 Wendy has not filed a motion to compel or sought other court relief regarding her notary
8 demands to Jessica Clayton and Nanette Childers. *Id.* at ¶ 34.

9 Wendy has not filed a motion to compel or sought court relief regarding Pierre Hascheff's
10 response to her subpoena. *Id.* at ¶ 35. Wendy's subpoena to Justice Hascheff included 200 topics
11 of documents for production. This is another number that Wendy conveniently leaves out.

12 Wendy has not filed a motion to compel or sought relief regarding Maupin, Cox &
13 LeGoy's response to her subpoena. *Id.* at ¶ 37. This subpoena also included 200 topics of
14 documents to be produced by Todd's trust counsel, on top of the 1,569 requests that she served
15 upon Todd. Maupin, Cox & LeGoy timely objected as allowed by NRCP 45 because the requests
16 were extremely objectionable. Wendy has had these objections for over one month but has not
17 filed a motion to compel.

18 **III. WENDY HAS NOT DEMONSTRATED GOOD CAUSE TO WARRANT A**
19 **CONTINUANCE.**

20 Although this Court has discretion to continue discovery deadlines and trial, continuances
21 may only be granted upon a showing of good cause. WDCR 13(1); *Matter of M.M.L., Jr.*, 393
22 P.3d 1079, 1081 (Nev. 2017). When a party seeks to continue both discovery and trial, they must
23 show that they have been diligent in previously pursuing discovery. *City of Bellevue v. Pine*
24 *Forest Props., Inc.*, 340 P.3d 938, 950 (Wash. Ct. App. 2014). "Generally, a party who does not
25 use the rules of discovery diligently is not entitled to a continuance." *Pape v. Guadalupe-Blanco*
26 *River Auth.*, 48 S.W.3d 908, 913 (Tex. App. 2001).

27 Wendy has not diligently pursued discovery. It is not an abuse of discretion for this Court
28 to deny her requested continuance in light of her failure to diligently conduct discovery. In

1 *Mitchell v. Baptist Healthcare Systems, Inc.*, the Kentucky Court of Appeals affirmed the trial
2 court's denial of a continuance that the plaintiff sought because of the defendants alleged failure to
3 disclose documents because the plaintiff "failed to dispute [the defendant's] objections to the
4 discovery requests in a timely manner." No. 2014-CA-000125-MR, 2015 WL 6082806, at *7 (Ky.
5 Ct. App. Oct. 16, 2015). In *BMC Software Belgium, N.V. v. Marchand*, the Texas Supreme Court
6 affirmed the trial court's denial of a continuance because the moving party never filed a motion to
7 compel responses to the objected-to discovery requests. 83 S.W.3d 789, 800-01 (Tex. 2002). In
8 *Bydalek v. Brines*, the Missouri Court of Appeals affirmed the trial court's denial of a motion to
9 continue because it found that good cause for a continuance was not shown "merely because of
10 unfulfilled discovery requests, especially when, as here, the moving party did seek enforcement of
11 discovery" 29 S.W.3d 848, 856 (Mo. Ct. App. 2000).

12 Similarly, here, Wendy has not diligently conducted discovery. She has not filed any
13 motions to compel. She has done nothing, and now she suddenly needs more time for trial.

14 Furthermore, Wendy's discovery is nothing more than a fishing expedition. Continuances
15 are not appropriate "to permit fishing expeditions." *Aponte v. City of Columbus*, 540 S.E.2d 617,
16 621 (Ga. Ct. App. 2000) (internal quotations omitted). Instead, the moving party should make a
17 showing of "what it hope[s] to obtain." *Zywiciel v. Historic Westside Vill. Partners, LLC*, 721
18 S.E.2d 617, 623 (Ga. Ct. App. 2011).

19 Wendy's entire argument is that Todd has only produced a fraction of the documents that
20 she produced. But again, the fact that Wendy has requested something does not mean that it
21 exists. Wendy's requests date back over one decade. The fact that Todd has not produced
22 anything to support Wendy's false claims does not mean that Todd is sitting on mountains of
23 documents. It simply means that at some point Wendy will need to face the fact that her claims
24 have no evidentiary support. More discovery and more delay will not change that fact. Wendy's
25 motion must be denied.

26 **IV. CONCLUSION.**

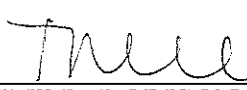
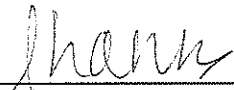
27 For the foregoing reasons, Todd respectfully requests that this Court deny Wendy's motion
28 to continue trial.

AFFIRMATION
Pursuant to NRS 239B.030

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

DATED this 5th day of October, 2018.

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



KENT R. ROBISON
THERESE M. SHANKS
*Attorneys for Todd B. Jaksick, Individually, and
as Beneficiary of the SSJ's Issue Trust and
the Samuel S. Jaksick, Jr., Family Trust*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the **TODD B. JAKSICK'S, AS BENEFICIARY, OPPOSITION TO WENDY JAKSICK'S EMERGENCY MOTION TO EXTEND DISCOVERY, EXPERT DESIGNATION DEADLINES, AND TRIAL** on all parties to this action by the method(s) indicated below:

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

X by using the Court's CM/ECF electronic service system courtesy copy addressed to:
Donald A. Lattin, Esq.

L. Robert LeGoy, Jr., Esq.

Brian C. McQuaid, Esq.

Carolyn K. Renner, Esq.

Maupin, Cox & LeGoy

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Attorneys for Respondent Wendy A. Jaksick

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_____ by electronic email addressed to the above.
_____ by personal delivery/hand delivery addressed to:
_____ by facsimile (fax) addressed to:
_____ by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 5th day of October, 2018.



V. JAYNE FERRETTO
Employee of Robison, Sharp, Sullivan & Brust

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

Case No.: PR17-0445

SSJ's ISSUE TRUST.

Dept. No.: 15

Consolidated

In the Matter of the Administration of

Case No.: PR17-0446

THE SAMUEL S. JAKSICK, JR., FAMILY TRUST.

Dept. No.: 15

**OPPOSITION TO WENDY JAKSICK'S MOTION TO COMPEL PRODUCTION
FROM L. ROBERT LEGOY, JR. AND THE CUSTODIAN OF RECORDS OF
MAUPIN, COX & LEGOY**

L. ROBERT LEGOY, JR. and the Custodian of Records of Maupin, Cox & LeGoy
(hereafter collectively "LeGoy"), by and through their undersigned counsel of record, hereby file
their Opposition to Wendy Jaksick's Motion to Compel Production from L. Robert LeGoy, Jr. and
the Custodian of Records of Maupin, Cox & LeGoy.

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MEMORANDUM OF POINTS AND AUTHORITIES

A. Introduction

Wendy Jaksick (“Wendy”) filed her Motion to Compel (the “Motion”) on December 6, 2018, prior to the parties’ first court-ordered telephone conference with the Discovery Commissioner, which was held on Tuesday, December 11, 2018. Before attending the first discovery conference, it was unclear whether the court would entertain written discovery motions. During the discovery conference, it became clear that written motions would be considered, however, given the time it would take to fully brief the motion, it was doubtful that there would be time for the Discovery Commissioner to render a decision prior to the trial, currently scheduled to commence on February 4, 2018. Without the cooperation of the parties, the Discovery Commissioner would be extremely limited in what he could do with respect to discovery disputes in such a short amount of time.

After this first discovery conference, given the volume of outstanding discovery, and the unlikelihood that any of the disputes would be resolved without cooperation of counsel, counsel for LeGoy reached out to counsel for Wendy to discuss the LeGoy production. Indeed, the likelihood of this Motion even being decided prior to mid-January is slim. This was the first attempt to meet and confer regarding the issue of the LeGoy responses and was initiated by counsel for LeGoy, not counsel for Wendy. Counsel for LeGoy had not had any prior discussion with counsel for Wendy on this subpoena whatsoever. After the responses were sent on the LeGoy subpoena, besides any general references which may have been made by Wendy in her other motions, counsel for LeGoy heard nothing from counsel for Wendy attempting to resolve any dispute concerning the responses, or any other communication regarding the subpoena responses.

1 Wendy claims in her Motion that counsel conferred on this issue on September 13, 2018,
2 however, the only discussion held on that date was an extremely short-lived and narrow discussion
3 about Wendy's First, Second, Third, and Fourth Request for Production served on May 25, 2018
4 (the subject of Wendy's first Motion to Compel). No other discovery issues were discussed at that
5 time, and even the discussion on the four Requests for Production of Documents was very short
6 and not substantive.

7
8 There was no discussion on narrowing the requests in the LeGoy subpoena. In an effort
9 to move the process along it was agreed that counsel for LeGoy would produce files that were not
10 privileged. A dispute remained over whether there was a basis to claim privilege since the client
11 was now deceased, and counsel agreed to brief that issue, which is the only remaining issue from
12 Wendy's Motion.

13
14 As of the filing of this opposition, the majority of the LeGoy files have been produced,
15 with the exception of the privileged documents. It is anticipated that after one last production on
16 December 24, 2018, that all non-privileged documents will have been produced. During the
17 discovery status conference on December 18, 2018, it was agreed that a privilege log would be
18 produced with respect to the documents for which a privilege was claimed, and the privilege issue
19 would be briefed. As of the time of this writing, counsel for LeGoy is compiling the privilege log
20 and will produce it.

21
22 Accordingly, the subject of this opposition is limited to the privilege issue, as all other
23 matters included in Wendy's Motion are moot since LeGoy will soon have produced all non-
24 privileged documents.

1 **B. Argument**

2 By now this Court is familiar with the manner in which Wendy has chosen to craft her
3 discovery requests, whether it be via subpoena duces tecum, or request for production of
4 documents. The requests are overbroad, and they place the burden on the responding party to
5 determine what documents are actually responsive to the request. These types of requests are
6 improper. LeGoy's objections based on privileged were phrased as "to the extent" the request
7 sought privileged information, as the requests were so overbroad in nature as to encompass an
8 unreasonable scope of potentially responsive documents. Due to the overbroad nature of Wendy's
9 requests, LeGoy would have to first attempt to determine which documents are responsive, then
10 determine whether the privilege applied.
11

12 Wendy argues that the burden of establishing that a privilege exists rests on the party
13 claiming the privilege. However, in order to establish that a privilege exists, the party claiming
14 the privilege must be clear on what documents the request seeks. As stated numerous times in
15 these and other moving papers, Wendy's requests are too overbroad and improperly shift the
16 burden of determining which documents are responsive to the responding party. Not until it is
17 clear what documents are being requested, can the responding party then be clear about whether a
18 privilege exists.
19

20 In this case, with respect to any communications between any trustee and his attorney with
21 respect to trust administration matters, both the Samuel S. Jaksick, Jr. Family Trust (the "Family
22 Trust") and the SSJ's Issue Trust (the "Issue Trust") have provisions in the trust which preserve
23 the confidentiality of attorney-client communications.
24

25 The relevant provision in the Issue Trust follows:
26

M. PRESERVATION OF ATTORNEY-CLIENT PRIVILEGE.

The Trustee (and if there is more than one (1) Trustee, each Trustee) may consult legal counsel chosen by the Trustee on any matter relating to the administration of the trust, including, but not limited to, the Trustee's fiduciary duties and responsibilities with respect to the trust. All of the fees and expenses incurred as a result of such consultations are to be charged as an expense of the trust and are not to reduce the Trustee's compensation. All consultations and communications between the Trustee and the trustee's attorney in connection with trust matters are to be confidential and are not subject to disclosure to any beneficiary or to any successor Trustee. Any fees or expenses incurred by the Trustee to defend any challenge to such confidentiality are to also be charged as an expense to the trust and are not to reduce the Trustee's compensation.

See Issue Trust at Article IV, Section M, page 20.

An identical provision appears in the Family Trust at Article IV, Section M, page 33.

These provisions were added to the trust documents in order to preserve the attorney-client privilege with regard to the trustees, and they expressly provide that the privileged communication is "not subject to disclosure to any beneficiary."

NRS 163.004 allows the "terms of a trust instrument [to] expand, restrict, eliminate or otherwise vary the rights and interests of beneficiaries in any manner" This includes variances with regard to the "fiduciary's powers, duties, standards of care, rights of indemnification and liability to persons whose interests arise from the trust instrument." *See* NRS 163.004(1)(d) and (e). In addition, NRS163.004 (4) provides that "[t]he rule that statutes in derogation of the common law are to be strictly construed has no application to this section. This section must be liberally construed to give maximum effect to the principle of freedom of disposition and to the enforceability of trust instruments." *See* NRS 163.004(4).

Thus, this Court should liberally construe this statute, which allows the terms of a trust instrument to restrict or eliminate the rights and interests of beneficiaries, to give maximum effect to the principle of freedom of disposition and to the enforceability of trust instruments. In doing

1 so, the attorney-client privilege with respect to any trustee's communications regarding trust
2 administration matters remains privileged even as to beneficiaries.

3 **C. Conclusion**

4 Based on the arguments set forth above, LeGoy respectfully requests that this Court allow
5 the Trustees' communications with trust counsel regarding administration of the Family Trust and
6 the Issue Trust to remain privileged, and that this Court deny Wendy's request for attorney's fees.
7

8 **NRS 239B.030 Affirmation**

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

11 Dated this 21st day of December, 2018.

12 MAUPIN, COX & LEGOY

13
14 By: 

15 Donald A. Lattin, NSB # 693
16 Carolyn K. Renner, Esq., NSB #9164
17 4785 Caughlin Parkway
18 Reno, NV 89519
19 *Attorneys for Petitioners*
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CERTIFICATE OF SERVICE

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

Via E-Flex Electronic filing System:

<p>Philip L. Kreitlein, Esq. Stephen C. Moss, Esq. Kreitlein Law Group 470 E. Plumb Lane, #310 Reno, Nevada 89502 philip@kreitleinlaw.com <i>Attorneys for Stan Jaksick as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust</i></p> <p>Mark Connot, Esq. Fox Rothschild LLP 1980 Festival Plaza Drive, #700 Las Vegas, NV 89135 MConnot@foxrothschild.com</p> <p><i>And</i></p> <p>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 zach@dallasprobate.com <i>Attorneys for Wendy A. Jaksick</i></p>	<p>Kent R. Robison, Esq. Therese M. Shanks, Esq. Robison, Sharpe, Sullivan & Brust 71 Washington Street Reno, Nevada 89503 krobison@rssblaw.com tshanks@rssblaw.com <i>Attorneys for Todd B. Jaksick, Individually, and as beneficiary, SSJ's Issue Trust and Samuel S. Jaksick, Jr., Family Trust</i></p> <p>Adam Hosmer-Henner, Esq. Sarah A. Ferguson, Esq. McDonald Carano Wilson LLP 100 W. Liberty Street, 10th Floor Reno, NV 89501 ahosmerhenner@mcdonaldcarano.com sferguson@mcdonaldcarano.com <i>Attorneys for Stan Jaksick, individually, and as beneficiary of the Samuel S. Jaksick, Jr. Family Trust and SSJ's Issue Trust</i></p>
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Via placing an original or true copy thereof in a sealed envelope with sufficient postage
affixed thereto, in the United States mail at Reno Nevada, addressed to:

<p>Alexi Smrt 11 Bahama Court Mansfield, Texas 76063</p>	<p>Luke Jaksick c/o Wendy A. Jaksick 6501 Meyer Way Apt. # 0705 McKinney Texas 75070</p>
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Regan Jaksick Sydney Jaksick Sawyer Jaksick c/o Lisa Jaksick 5235 Bellazza Ct. Reno, Nevada 89519	

Dated this 21st day of December, 2018.

Katie Allen
EMPLOYEE