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2 IN THE SUPREME COURT OF THE STATE OF NEVADA

3 Electronically Filed  
4 Nov 19 2021 09:52 a.m.  
5 Elizabeth A. Brown  
6 Clerk of Supreme Court

7 PIERRE A. HASCHEFF,

Supreme Court No. 82626

District Court Case No. DV13-00656

8 Appellant/Cross-  
9 Respondent,

10 vs.

11 LYNDA HASCHEFF,

12 Respondent/Cross-  
13 Appellant.  
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**APPELLANT'S APPENDIX**

(Volume 1)

(001-220)

22 STEPHEN S. KENT, ESQ.  
23 Nevada State Bar No. 1251  
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Attorneys for Appellant/  
Cross-Respondent

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           By placing the document(s) in a sealed envelope with first-class US. Postage prepaid, and depositing for mailing at Reno, Nevada, addressed to the person at the last known address as set forth below.

~~X~~ Electronic Filing states that the attached document will be electronically mailed; otherwise, an alternative method will be use.

           By personally delivering the document(s) listed above, addressed to the person at the last known address as set forth below.

DATED this 19 day of November, 2021.

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Second Judicial District Court  
State of Nevada  
Washoe County

**Electronic Filing**

## Case Summary for Case: DV13-00656

\*SEALED\* PIERRE A. HASCHEFF VS LYNDA HASCHEFF (D12)

<b>Case Number</b>	DV13-00656	<b>Plaintiff</b>	PIERRE A HASCHEFF
<b>Case Type</b>	DIVORCE - WITHOUT CHILDREN	<b>Defendant</b>	LYNDA L HASCHEFF
<b>Opened</b>	04-15-2013	<b>Judge</b>	HONORABLE SANDRA UNSWORTH - Division D12
<b>Status</b>	DISPOSED		

Show/Hide Participants

File Date	Case History
04-20-2021	<p>Notice of Electronic Filing</p> <p>Filed</p> <p>Proof of Electronic Service Transaction 8403089 - Approved By: NOREVIEW : 04-20-2021:09:52:00</p>
04-20-2021	<p>Transcript - Sealed</p> <p>Filed</p> <p>Document withheld. Document Security Level Exceeded</p>
03-29-2021	<p>Notice of Electronic Filing</p> <p>Filed</p> <p>Proof of Electronic Service Transaction 8365701 - Approved By: NOREVIEW : 03-29-2021:13:52:58</p>
03-29-2021	<p>Supreme Court Receipt for Doc</p> <p>Filed</p> <p>Supreme Court Receipt for Doc SUPREME COURT NO. 82626 / RECEIPT FOR DOCUMENTS - Transaction 8365691 - Approved By: NOREVIEW : 03-29-2021:13:52:01</p>
03-19-2021	<p>Notice of Electronic Filing</p> <p>Filed</p> <p>Proof of Electronic Service Transaction 8352529 - Approved By: NOREVIEW : 03-19-2021:16:31:51</p>
03-19-2021	<p>District Ct Deficiency Notice</p> <p>Filed</p> <p>District Ct Deficiency Notice NOTICE OF APPEAL DEFICIENCY - SUPREME COURT FILING FEES (DUE TO PUBLIC CLOSURE OF COURTHOUSE AND APPEALS CLERK UNABLE TO RECEIVE FEE) SUPREME COURT WILL SEND A NOTICE TO PAY ONCE APPEAL IS RECEIVED - Transaction 8352527 - Approved By: NOREVIEW : 03-19-2021:16:30:51</p>
03-19-2021	<p>Certificate of Clerk</p> <p>Filed</p> <p>Certificate of Clerk CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 8352527 - Approved By: NOREVIEW : 03-19-2021:16:30:51</p>
03-19-2021	<p>Notice of Electronic Filing</p> <p>Filed</p> <p>Proof of Electronic Service Transaction 8351062 - Approved By: NOREVIEW : 03-19-2021:09:47:36</p>
03-17-2021	<p>Notice of Electronic Filing</p> <p>Filed</p> <p>Proof of Electronic Service Transaction 8348228 - Approved By: NOREVIEW : 03-17-2021:15:38:37</p>
03-17-2021	<p>Supreme Court Receipt for Doc</p> <p>Filed</p> <p>Supreme Court Receipt for Doc SUPREME COURT NO. 82626 / RECEIPT FOR DOCUMENTS - Transaction 8348222 - Approved By: NOREVIEW : 03-17-2021:15:37:33</p>
03-17-2021	<p>Notice of Electronic Filing</p> <p>Filed</p> <p>Proof of Electronic Service Transaction 8346375 - Approved By: NOREVIEW : 03-17-2021:08:09:38</p>
03-17-2021	<p>Notice/Appeal Supreme Court</p> <p>Filed by: SHAWN B MEADOR, ESQ.</p> <p>\$Notice/Appeal Supreme Court Notice of Appeal - Transaction 8345986 - Approved By: YVILORIA : 03-17-2021:08:08:36</p>
03-17-2021	<p>Case Appeal Statement</p> <p>Filed by: SHAWN B MEADOR, ESQ.</p> <p>Case Appeal Statement Case Appeal Statement Transaction 8345986 Approved By: YVILORIA : 03-17-2021:08:08:36</p> <p>Confidential Exhibit 1</p>
03-11-2021	<p>Notice of Electronic Filing</p> <p>Filed</p> <p>Proof of Electronic Service Transaction 8336968 - Approved By: NOREVIEW : 03-11-2021:08:40:03</p>

6/16/2021

Case Summary

03-11-2021

District Ct Deficiency Notice

Filed

District Ct Deficiency Notice NOTICE OF APPEAL DEFICIENCY - SUPREME COURT FILING FEES (DUE TO PUBLIC CLOSURE OF COURTHOUSE AND APPEALS CLERK UNABLE TO RECEIVE FEE) SUPREME COURT WILL SEND A NOTICE TO PAY ONCE APPEAL IS RECEIVED - Transaction 8336962 - Approved By: NOREVIEW : 03-11-2021:08:39:14

Certificate of Clerk

Filed

Certificate of Clerk CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 8336962 - Approved By: NOREVIEW : 03-11-2021:08:39:14

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8336284 - Approved By: NOREVIEW : 03-10-2021:15:37:38

Request

Filed by: STEPHEN SMILEY KENT, ESQ.

Request REQUEST FOR TRANSCRIPT OF PROCEEDINGS - Transaction 8336182 - Approved By: CSULEZIC : 03-10-2021:15:36:54

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8335533 - Approved By: NOREVIEW : 03-10-2021:12:28:14

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8335420 - Approved By: NOREVIEW : 03-10-2021:12:11:24

Notice/Appeal Supreme Court

Filed by: STEPHEN SMILEY KENT, ESQ.

\$Notice/Appeal Supreme Court Transaction 8335431 - Approved By: YVILORIA : 03-10-2021:12:27:08

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8335392 - Approved By: NOREVIEW : 03-10-2021:12:05:10

Case Appeal Statement

Filed by: STEPHEN SMILEY KENT, ESQ.

Case Appeal Statement Transaction 8335386 - Approved By: NOREVIEW : 03-10-2021:12:03:52

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8332348 - Approved By: NOREVIEW : 03-09-2021:10:29:34

Substitution of Counsel

Filed

Substitution of Counsel STEPHEN KENT, ESQ IN PLACE OF TODD TORVINEN, ESQ FOR PLTF - Transaction 8332340 - Approved By: NOREVIEW : 03-09-2021:10:28:36

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8313912 - Approved By: NOREVIEW : 02-25-2021:13:46:38

Transcript - Sealed

Filed

Document withheld. Document Security Level Exceeded

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8290116 - Approved By: NOREVIEW : 02-10-2021:15:36:07

Notice of Entry of Ord

Filed by: SHAWN B MEADOR, ESQ.

Notice of Entry of Ord Transaction 8290110 - Approved By: NOREVIEW : 02-10-2021:15:34:58  
- Continuation

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8273415 - Approved By: NOREVIEW : 02-01-2021:16:07:03

Ord Granting

Filed

Ord Granting ORDER GRANTING MOTION FOR CLARIFICATION OR DECLARATORY RELIEF; ORDER DENYING MOTION FOR ORDER TO ENFORCE AND/OR FOR AN ORDER TO SHOW CAUSE; ORDER DENYING REQUEST FOR ATTORNEY'S FEES AND COSTS - Transaction 8273408 - Approved By: NOREVIEW : 02-01-2021:16:06:02

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8229337 - Approved By: NOREVIEW : 01-04-2021 17:05:04



**\*\*Confidential Minutes**

Filed

**\*\*Confidential Minutes 12-21 HEARING CC - Transaction 8229137 - Approved By: NOREVIEW : 01-04-2021:17:03:20**  
- Exhibit List**Notice of Electronic Filing**

Filed

**Proof of Electronic Service Transaction 8211881 - Approved By: NOREVIEW : 12-18-2020:12:32:01****Statement**

Filed by: SHAWN B MEADOR, ESQ.

**Statement ... Defendant's Lynda Hascheff's Hearing Statement - Transaction 8211811 - Approved By: SACORDAG : 12-18-2020:12:29:45**

- Confidential Exhibit 1
- Confidential Exhibit 2
- Confidential Exhibit 3

**Notice of Electronic Filing**

Filed

**Proof of Electronic Service Transaction 8209932 - Approved By: NOREVIEW : 12-17-2020:11:58:00****Errata**

Filed

**Errata... ERRATA TO PIERRE HASCHEFF'S HEARING STATEMENT - Transaction 8209879 - Approved By: YVILORIA : 12-17-2020:11:56:47**

- Confidential Exhibit 2

**Notice**

Filed

**Notice ... NOTICE OF EXHIBITS - Transaction 8209879 - Approved By: YVILORIA : 12-17-2020:11:56:47**

- Confidential Exhibit A
- Confidential Exhibit B
- Confidential Exhibit C
- Confidential Exhibit D
- Confidential Exhibit E
- Confidential Exhibit F
- Confidential Exhibit G
- Confidential Exhibit H
- Confidential Exhibit I
- Confidential Exhibit J

**Notice of Electronic Filing**

Filed

**Proof of Electronic Service Transaction 8209574 - Approved By: NOREVIEW : 12-17-2020:09:56:34****Notice**

Filed by: SHAWN B MEADOR, ESQ.

**Notice ... DFX: EXHIBITS FILED INCORRECTLY - LYNDA L. HASCHEFF NOTICE OF HEARING WITNESSES AND EXHIBITS - Transaction 8209518 - Approved By: CSULEZIC : 12-17-2020:09:55:30****Notice of Electronic Filing**

Filed

**Proof of Electronic Service Transaction 8209473 - Approved By: NOREVIEW : 12-17-2020:09:32:52****Trial Statement**

Filed

**Trial Statement... PIERRE HASCHEFF'S HEARING STATEMENT Transaction 8209469 - Approved By: NOREVIEW : 12-17-2020:09:31:54**

- EX1
- EX2
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- EX5
- EX6

**Notice of Electronic Filing**

Filed

**Proof of Electronic Service Transaction 8209048 - Approved By: NOREVIEW : 12-16-2020:17:02:37****Disclosure of Expert Witness**

Filed

**Disclosure of Expert Witness PIERRE HASCHEFF'S DISCLOSURE OF WITNESSES Transaction 8209045 - Approved By: NOREVIEW : 12-16-2020:17:01:45****Notice of Electronic Filing**

Filed

**Proof of Electronic Service Transaction 8196008 - Approved By: NOREVIEW : 12-09-2020:08:52:36**

6/16/2021

Case Summary

Ord After Hearing

Filed

Ord After Hearing... ORDER AFTER STATUS CONFERENCE - Transaction 8196005 - Approved By: NOREVIEW : 12-09-2020:08:51:47

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8194590 - Approved By: NOREVIEW : 12-08-2020:12:37:48

\*\*Confidential Minutes

Filed

\*\*Confidential Minutes 12-7 HEARING CC - Transaction 8194585 - Approved By: NOREVIEW : 12-08-2020:12:36:56

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8182955 - Approved By: NOREVIEW : 12-01-2020:09:08:43

Ord Setting Hearing

Filed

Ord Setting Hearing ORDER SETTING STATUS HEARING - Transaction 8182950 - Approved By: NOREVIEW : 12-01-2020:09:07:34

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8071684 - Approved By: NOREVIEW : 09-17-2020:09:35:49

Notice

Filed by: SHAWN B MEADOR, ESQ.

Notice ... NOTICE OF SETTING: DEC 21, 2020, 9:00 AM - Transaction 8071631 - Approved By: YVILORIA : 09-17-2020:09:34:48

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 8058287 - Approved By: NOREVIEW : 09-09-2020:10:05:33

Ord Setting Hearing

Filed

Ord Setting Hearing ORDER SETTING MTOION RE: MSA FOR HEARING; ORDER HOLDING IN ABEYANCE MOTION FOR ORDER TO ENFORCE AND OR FOR AN ORDER TO SHOW CAUSE - Transaction 8058279 - Approved By: NOREVIEW : 09-09-2020:10:04:34

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 7988458 - Approved By: NOREVIEW : 07-27-2020:08:02:52

Reply

Filed

Reply... REPLY TO OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE, OR IN THE ALTERNATIVE, TO ENFORCE THE COURT'S ORDERS - Transaction 7988178 - Approved By: SACORDAG : 07-27-2020:08:01:50

- Confidential Exhibit 1
- Confidential Exhibit 2
- Confidential Exhibit 3
- Confidential Exhibit 4
- Confidential Exhibit 5
- Confidential Exhibit 6
- Confidential Exhibit 7

Request for Submission

Filed

Request for Submission Transaction 7988178 - Approved By: SACORDAG : 07-27-2020:08:01:50 DOCUMENT TITLE: MOTION FOR ORDER TO SHOW CAUSE, OR IN THE ALTERNATIVE, TO ENFORCE THE COURT'S ORDERS PARTY SUBMITTING: TODD TORVINEN, ESQ DATE SUBMITTED: 07/24/2020 SUBMITTED BY: SJA DATE RECEIVED JUDGE OFFICE:

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 7976327 - Approved By: NOREVIEW : 07-17-2020:11:21:15

Opposition to Mtn

Filed by: SHAWN B MEADOR, ESQ.

Opposition to Mtn ... OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE, OR IN THE ALTERNATIVE TO ENFORCE THE COURT'S ORDERS - Transaction 7976302 - Approved By: CSULEZIC : 07-17-2020:11:20:09

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 7967051 - Approved By: NOREVIEW : 07-13-2020:11:10:23

Reply

Filed by: SHAWN B MEADOR, ESQ.

Reply... REPLY IN SUPPORT OF MOTION FOR CLARIFICATION OR FOR DECLARATORY RELIEF REGARDING TERMS OF MSA AND DECREE - Transaction 7966977 - Approved By: BBLOUGH : 07-13-2020:11:09:25

Confidential Exhibit 1

## Request for Submission

Filed by: SHAWN B MEADOR, ESQ.

Request for Submission Transaction 7966977 - Approved By: BBLOUGH : 07-13-2020:11:09:25 DOCUMENT TITLE: MOTION FOR CLARIFICATION OR FOR DECLARATORY RELIEF REGARDING TERMS OF MSA AND DECREE ( NO ORDER PROVIDED) PARTY SUBMITTING: SHAWN MEADOR, ESE DATE SUBMITTED: JULY 13, 2020 SUBMITTED BY: BBLOUGH DATE RECEIVED JUDGE OFFICE:

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 7961157 - Approved By: NOREVIEW : 07-08-2020:15:01:34

## Mtn Ord to Show Cause

Filed

Mtn Ord to Show Cause MOTION FOR ORDER TO SHOW CAUSE, OR IN THE ALTERNATIVE, TO ENFORCE THE COURT'S ORDERS - Transaction 7961095 - Approved By: SACORDAG : 07-08-2020:15:00:26

- Confidential Exhibit 1
- Confidential Exhibit 2
- Confidential Exhibit 3
- Confidential Exhibit 4

## Errata

Filed

Errata... ERRATA TO OPPOSITION TO MOTION FOR CLARIFICATION OR DECLARATORY RELIEF REGARDING TERMS OF MSA AND DECREE - Transaction 7961095 - Approved By: SACORDAG : 07-08-2020:15:00:26

- Confidential Exhibit 1

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 7956918 - Approved By: NOREVIEW : 07-06-2020:16:31:03

## Opposition to Mtn

Filed

Opposition to Mtn ... OPPOSITION TO MOTION FOR CLARIFICATION OR DECLARATORY RELIEF REGARDING TERMS OF MSA AND DECREE - Transaction 7956749 - Approved By: YVILORIA : 07-06-2020:16:30:13

- Confidential Exhibit 1
- Confidential Exhibit 2
- Confidential Exhibit 3
- Confidential Exhibit 4

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 7951420 - Approved By: NOREVIEW : 07-01-2020:11:46:04

## Notice of Appearance

Filed

Notice of Appearance TODD TORVINEN, ESQ FOR PLAINTIFF - Transaction 7951384 - Approved By: SACORDAG : 07-01-2020:11:45:07

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 7928131 - Approved By: NOREVIEW : 06-16-2020:15:13:14

## Notice of Appearance

Filed by: SHAWN B MEADOR, ESQ.

Notice of Appearance SHAWN MEADOR, ESQ. obo LYNDIA HASCHEFF - Transaction 7928035 - Approved By: MPURDY : 06-16-2020:15:11:57

## Motion

Filed by: SHAWN B MEADOR, ESQ.

Motion ... MOTION FOR CLARIFICATION OR DECLARATORY RELIEF REGARDING TERMS OF MSA AND DECREE - Transaction 7928035 - Approved By: MPURDY : 06-16-2020:15:11:57

- Confidential Exhibit 1
- Confidential Exhibit 2
- Confidential Exhibit 3
- Confidential Exhibit 4
- Confidential Exhibit 5
- Confidential Exhibit 6
- Confidential Exhibit 7
- Confidential Exhibit 8
- Confidential Exhibit 9

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 5215270 - Approved By: NOREVIEW : 11-02-2015:14:02:51

## Withdrawal of Counsel

Filed

Withdrawal of Counsel TODD L TORVINEN ESQ / PLTF PIERRE A HASCHEFF - Transaction 5215048 - Approved By: YVILORIA : 11-

02-2015:14:01:52

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 5141048 - Approved By: NOREVIEW : 09-15-2015:09:54:00

## Notice

Filed

Notice ... ADDRESS SERVICE NOTIFICATION - Transaction 5140643 - Approved By: TBRITTON : 09-15-2015:09:51:54

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 5055876 - Approved By: NOREVIEW : 07-21-2015:17:06:04

## Qualified Dom Relations Order

Filed

Qualified Dom Relations Order Transaction 5055875 - Approved By: NOREVIEW : 07-21-2015:17:05:12

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4994591 - Approved By: NOREVIEW : 06-11-2015:10:24:24

## Request for Submission

Filed

Request for Submission QUALIFIED DOMESTIC RELATIONS ORDER RE: PUBLIC EMPLOYEES RETIREMENT SYSTEM OF NEVADA (ORDER ATTACHED AS EXHIBIT) - Transaction 4993667 - Approved By: MCHOLICO : 06-11-2015:10:23:12 PARTY SUBMITTING: TODD TORVINEN, ESQ. DATE SUBMITTED: 06/10/15 SUBMITTED BY: MCHOLICO DATE RECEIVED JUDGE OFFICE:  
- Confidential Exhibit 1

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4323233 - Approved By: NOREVIEW : 02-27-2014:16:34:31

## Qualified Dom Relations Order

Filed

Qualified Dom Relations Order Transaction 4323221 - Approved By: NOREVIEW : 02-27-2014:16:32:47

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4318722 - Approved By: NOREVIEW : 02-25-2014:14:25:45

## Request for Submission

Filed

Request for Submission QUALIFIED DOMESTIC RELATIONS ORDER (NO PAPER ORDER PROVIDED) - Transaction 4318668 - Approved By: MFERNAND : 02-25-2014:14:24:44 PARTY SUBMITTING: TODD L. TORVINEN, ESQ. DATE SUBMITTED: 02/25/14 SUBMITTED BY: M. FERNANDEZ DATE RECEIVED JUDGE OFFICE:

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4300695 - Approved By: NOREVIEW : 02-11-2014:14:08:31

## Notice

Filed

Notice ... Transaction 4300421 - Approved By: MELWOOD : 02-11-2014:14:06:55  
- Confidential Exhibit 1

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4170666 - Approved By: NOREVIEW : 12-03-2013:09:41:29

## Notice

Filed

Notice ... Transaction 4170530 - Approved By: ACROGHAN : 12-03-2013:09:32:36  
- Confidential Exhibit 1

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4137161 - Approved By: NOREVIEW : 11-15-2013:13:30:18

## Decree of Divorce

Filed

Decree of Divorce Transaction 4137157 - Approved By: NOREVIEW : 11-15-2013:13:29:13

## Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4133567 - Approved By: NOREVIEW : 11-14-2013:11:56:26

## Notice Withdrawal of Attorney

6/16/2021

Case Summary

Filed by: SHAWN B MEADOR, ESQ.

Notice Withdrawal of Attorney SHAWN MEADOR, ESQ. / LYNDA HASCHEFF - Transaction 4133241 - Approved By: MCHOLICO : 11-14-2013:11:55:03

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4124489 - Approved By: NOREVIEW : 11-08-2013:14:04:18

Request for Submission

Filed

Request for Submission FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE (NO PAPER ORDER PROVIDED) - Transaction 4124088 - Approved By: AAKOPYAN : 11-08-2013:14:01:50 PARTY SUBMITTING: TODD TORVINEN, ESQ DATE SUBMITTED: 11/08/2013 SUBMITTED BY: AAKOPYAN DATE RECEIVED JUDGE OFFICE:

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4086083 - Approved By: NOREVIEW : 10-22-2013:16:34:48

Affidavit of Resident Witness

Filed

Affidavit of Resident Witness Transaction 4085149 - Approved By: TWHITE : 10-22-2013:16:22:18

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4062610 - Approved By: NOREVIEW : 10-14-2013:09:32:44

Ord Sealing

Filed

Ord Sealing ... FILE - Transaction 4062601 - Approved By: NOREVIEW : 10-14-2013:09:30:46

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4038865 - Approved By: NOREVIEW : 10-02-2013:16:07:21

Ex-Parte Mtn

Filed

Ex-Parte Mtn... EX PARTE REQUEST FOR ORDER DIRECTING SEALING OF RECORD - Transaction 4038492 - Approved By: MFERNAND : 10-02-2013:16:03:11

Request for Submission

Filed

Request for Submission EX PARTE REQUEST FOR ORDER DIRECTING SEALING OF FILE (NO PAPER ORDER PROVIDED) - Transaction 4038492 - Approved By: MFERNAND : 10-02-2013:16:03:11 PARTY SUBMITTING: TODD L. TORVINEN, ESQ. DATE SUBMITTED: 10/02/13 SUBMITTED BY: M. FERNANDEZ DATE RECEIVED JUDGE OFFICE:

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 4030536 - Approved By: NOREVIEW : 09-30-2013:11:34:43

Agreement

Filed

Agreement... MARITAL SETTLEMENT AGREEMENT - Transaction 4030260 - Approved By: YLLOYD : 09-30-2013:11:32:09  
- Confidential Exhibit 1

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3995977 - Approved By: NOREVIEW : 09-13-2013:15:06:34

\*\*Confidential Minutes

Filed

\*\*Confidential Minutes 6/20/13 CASE MANAGEMENT CONFERENCE - Transaction 3995970 - Approved By: NOREVIEW : 09-13-2013:15:04:52

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3806959 - Approved By: NOREVIEW : 06-21-2013:16:39:59

Ord After Case Mgt Conference

Filed

Ord After Case Mgt Conference Transaction 3806949 - Approved By: NOREVIEW : 06-21-2013:16:37:03

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3788945 - Approved By: NOREVIEW : 06-14-2013:10:28:12

Case Mgt Conf Stmt/No Childrn

Filed

Document withheld. Document Security Level Exceeded

6/16/2021

Case Summary

- Confidential Document

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3788676 - Approved By: NOREVIEW : 06-14-2013:09:26:43

Divorce Case Mgt Conf Statmnt

Filed by: SHAWN B MEADOR, ESQ.

Divorce Case Mgt Conf Statmnt Transaction 3788624 - Approved By: HBROWN : 06-14-2013:09:22:50

Financial Declaration

Filed by: SHAWN B MEADOR, ESQ.

Financial Declaration ... Transaction 3788624 - Approved By: HBROWN : 06-14-2013:09:22:50

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3715141 - Approved By: NOREVIEW : 05-09-2013:12:10:28

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3715133 - Approved By: NOREVIEW : 05-09-2013:12:08:19

Notice of Case Mgt Conference

Filed by: SHAWN B MEADOR, ESQ.

Notice of Case Mgt Conference Transaction 3715051 - Approved By: LBARRAGA : 05-09-2013:12:06:35

Answer and Counterclaim

Filed by: SHAWN B MEADOR, ESQ.

Answer and Counterclaim LYNDIA L HASCHEFF - Transaction 3714850 - Approved By: YLLOYD : 05-09-2013:12:08:16

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3686465 - Approved By: NOREVIEW : 04-25-2013:14:47:16

Acceptance of Service

Filed

Acceptance of Service SHAWN MEADOR, ESQ. ACCEPTED SERVICE FOR LYNDIA HASCHEFF ON 04/24/13 - Transaction 3686362 - Approved By: MCHOLICO : 04-25-2013:14:43:13

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3671678 - Approved By: NOREVIEW : 04-18-2013:15:48:47

Notice of Entry of Ord

Filed

Notice of Entry of Ord Transaction 3671635 - Approved By: NOREVIEW : 04-18-2013:15:42:27

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3666597 - Approved By: NOREVIEW : 04-17-2013:11:55:09

Ex-Parte Ord

Filed

Ex-Parte Ord... MUTUAL FINANCIAL RESTRAINING - Transaction 3666561 - Approved By: NOREVIEW : 04-17-2013:11:50:15

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3665791 - Approved By: NOREVIEW : 04-17-2013:09:38:45

Family Court Info Sheet

Filed

Document withheld. Document Security Level Exceeded

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 3661017 - Approved By: NOREVIEW : 04-15-2013:14:55:13

Ex-Parte Mtn

Filed

Ex-Parte Mtn... EX PARTE MOTION FOR MUTUAL FINANCIAL RESTRAINING ORDER - Transaction 3660991 - Approved By: LBARRAGA : 04-15-2013:14:52:19

Request for Submission

Filed

Request for Submission Transaction 3660991 - Approved By: LBARRAGA : 04-15-2013:14:52:19 DOCUMENT TITLE: EX PARTE MOTION FOR MUTUAL FINANCIAL RESTRAINING ORDER (PAPER ORDER PROVIDED) PARTY SUBMITTING: TODD L. TORVINEN, ESQ. DATE SUBMITTED: APRIL 15, 2013 SUBMITTED BY: LBARRAGAN DATE RECEIVED JUDGE OFFICE:

6/16/2021

Case Summary

Court

Financial Declaration

Filed

Financial Declaration ... GENERAL FINANCIAL DISCLOSURE FORM

04-15-2013

Court

Complaint-Divorce No Children

Filed

\$Complaint-Divorce No Children

DC-550034741-0418  
PIERRE A. HASCHEFF VS. LYNDA L. HASCHEFF  
District Court  
Washoe County  
04/15/2013 02:44 PM  
J. Hastings  
7

ORIGINAL

CODE: 1435  
Todd L. Torvinen, Esq.  
Nevada Bar No: 3175  
232 Court Street  
Reno, NV 89501  
(775) 825-6066  
Attorney for Plaintiff

FILED  
2013 APR 15 PM 2:44  
JOEY ORRIN HASTINGS  
CLERK OF DISTRICT COURT  
BY *[Signature]*  
DEPUTY

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

\*\*\*\*\*

Pierre A. Hascheff,  
Plaintiff,  
-vs-  
Lynda L. Hascheff,  
Defendant.

Case No:  
Dept No: 18

0012 0005R

VERIFIED COMPLAINT FOR DIVORCE-NO PROPERTY NO CHILDREN  
COMES NOW the Plaintiff, Pierre A. Hascheff, and for his cause of action  
against the Defendant, states:

I.

JURISDICTION

That Plaintiff is now, and for a period of more than six (6) weeks preceding the  
commencement of this action has been an actual, bona fide resident of the State of  
Nevada, and has been for said period of time, physically and corporeally present in said  
State



1 II.

2 PLACE OF MARRIAGE AND CHILDREN

3 That Plaintiff and Defendant were married on or about September 8, 1990 in  
4 Reno, Nevada, and ever since that date have been, and now are, husband and wife.  
5 The parties have no minor children, but have two adult children; and Wife is not now  
6 pregnant.

7 III.

8 PROPERTY AND DEBTS

9 The parties own community property and owe community debts. Plaintiff seeks a  
10 division of these assets and debts pursuant to Nevada law. Plaintiff also seeks a  
11 confirmation of separate property and debts, if any.

12 IV.

13 STATEMENT OF INCOMPATIBILITY

14 Since the marriage of Plaintiff and Defendant, the parties have become  
15 incompatible and are no longer able to live in marital harmony.

16 V.

17 ATTORNEY FEES AND COSTS

18 Plaintiff affirmatively alleges that each party should bear his own attorney fees  
19 and costs.

20 VI.

21 MARITAL WASTE

22 Plaintiff is informed and believes that the Defendant has committed a waste of  
23 community assets, and therefore owes a sum to the Plaintiff in an amount equal to one-  
24 half of the total as proved at Trial

25 VII

26 SPOUSAL SUPPORT

27 Plaintiff affirmatively alleges that the facts in this case support an award of  
28 alimony to the Defendant.

1           WHEREFORE, Plaintiff prays for Judgment against the Defendant as follows:

2           1. That he be granted a Decree of Divorce, dissolving the bonds of matrimony,  
3 now and heretofore existing between Plaintiff and the said Defendant, and restoring  
4 each of said parties to the status of unmarried persons.

5           2. That community property and debts the distributed pursuant to Nevada Law;  
6 and separate property be confirmed.

7           3. That each party bears his or her attorney fees and costs.

8           4. For an award related to marital waste as proved at trial.

9           5. For an award of spousal support to Defendant.

10          6. For such other and further relief as this Court deems just and proper.

11          AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby  
12 affirm that the preceding document does not contain the social security number of any  
13 person.

14          DATED THIS 18 day of April, 2013.

15  
16                           The Law Office of  
                          Todd L. Torvinen, Chtd.

17                             
18                           Todd L. Torvinen, Esq.

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REDACTED

REDACTED

REDACTED

REDACTED

REDACTED



REDACTED

REDACTED

REDACTED

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REDACTED

REDACTED

FILED

Electronically  
05-09-2013:10:55:46 AM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 3714850

1 Code:  
2 SHAWN B MEADOR  
3 NEVADA BAR NO. 338  
4 WOODBURN AND WEDGE  
5 6100 Neil Road, Suite 500  
6 Post Office Box 2311  
7 Reno, Nevada 89505  
8 Telephone: (775) 688-3000  
9 Facsimile: (775) 688-3088  
10 Marilyn Nederman, Plaintiff

11  
12  
13 IN THE FAMILY DIVISION  
14 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
15 IN AND FOR THE COUNTY OF WASHOE

16  
17 PIERRE A. HASCHEFF,  
18  
19 Plaintiff,

Case No. DV13-00656

Dept. No. 12

20 vs.

21 LYNDAL HASCHEFF  
22  
23 Defendant.

24  
25 ANSWER AND COUNTERCLAIM

26 As and for his Answer to Plaintiff's Complaint for Divorce, Defendant, Lynda  
27 Hascheff, admits, denies and alleges as follows:

- 28
1. Admits the allegations contained in paragraphs I, II, III, IV, and VII.
  2. Answering paragraph V, Defendant denies that the parties should pay their own attorney's fees.
  3. Answering paragraph VI, Defendant denies that she has committed a waste of community assets.

WHEREFORE, Defendant requests relief as set forth in more detail below.

As and for her counterclaim for divorce against Plaintiff and Counterdefendant, Pierre Hascheff, Defendant and Counterclaimant, Lynda Hascheff, alleges as follows:

1           1.       Defendant is a resident of the State of Nevada and has resided in and been  
2 physically present in and domiciled in the State of Nevada for more than six weeks prior to the  
3 filing of this counterclaim for divorce and intends to continue to reside in the State of Nevada  
4 for an indefinite time in the future.

5           2.       Plaintiff and Defendant were married on September 8, 1990 in Reno, Nevada,  
6 and ever since that time have been and still now are husband and wife.

7           3.       There are no minor children the issue of this marriage. Defendant is not now  
8 pregnant.

9           4.       There exist certain community assets and liabilities of the parties which should  
10 be divided equally.

11           5.       There may exist certain separate property assets and liabilities which should be  
12 confirmed the separate property of the respective party.

13           6.       Plaintiff should be required to pay spousal support to Defendant.

14           7.       Plaintiff and Defendant are incompatible in marriage, and there is no hope of  
15 reconciliation.

16           8.       Plaintiff should be required to pay Defendant's attorney fees.

17           9.       Defendant request that her former name be restored to Lynda Mason.

18           WHEREFORE, Defendant and Counterclaimant requests relief as follows:

19           1.       That Plaintiff and Defendant be awarded a final decree of divorce, dissolving  
20 the bonds of matrimony between the parties and restoring each of them to the status of a single  
21 person;

22           2.       That the Court make a distribution of the community property assets and  
23 liabilities;

24           3.       That the Court confirm each parties' separate property assets and liabilities;

25           4.       That Plaintiff be required to pay spousal support or alimony to the Defendant;




1 5. That Plaintiff be required to pay Defendant's attorneys fees;  
2 6. That Defendant be restored to her former name of Lynda Mason; and  
3 7. For such other and further relief as the Court may deem just and proper in the  
4 premises.

5 8. The undersigned affirms that this document contains no social security numbers.

6 DATED this 9 day of May, 2013.

7 WOODBURN AND WEDGE  
8

9 By   
10 Shawn B Mendor  
11 Attorneys for Defendant

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VERIFICATION

STATE OF NEVADA       )  
                                  :       SS.  
COUNTY OF WASHOE    )

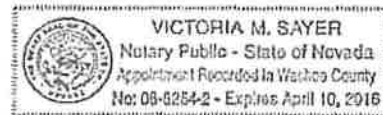
Lynda Hascheff, under penalties of perjury, being first duly sworn, deposes and says:

That she is the defendant and counterclaimant, and she has read the foregoing Answer and Counterclaim For Divorce, and knows the contents thereof; that the same is true of her own knowledge except for those matters therein alleged on information and belief, and as to those matters he believes them to be true.

  
Lynda Hascheff

Subscribed and sworn to before me  
this 9 day of May, 2013.

  
NOTARY PUBLIC



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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the law offices of Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over the age of 18 years, and that I served the foregoing document(s) described as follows:

ANSWER AND COUNTERCLAIM

on the party set forth below by:

\_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.

\_\_\_\_\_ Personal delivery.

  X   Washoe District Court Eflex System

\_\_\_\_\_ Federal Express or other overnight delivery.

addressed as follows:

Todd L. Torvinen, Esq.  
232 Court St.  
Reno, NV 89501

Dated this 9 day of May 2013

  
\_\_\_\_\_  
Vicki Sayer

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED



REDACTED

REDACTED

1 Code:  
2 SHAWN B MEADOR  
3 NEVADA BAR NO. 338  
4 WOODBURN AND WEDGE  
5 6100 Neil Road, Suite 500  
6 Post Office Box 2311  
7 Reno, Nevada 89505  
8 Telephone: (775) 688-3000  
9 Facsimile: (775) 688-3088  
10 Marilyn Nederman, Plaintiff

11  
12  
13 IN THE FAMILY DIVISION  
14 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
15 IN AND FOR THE COUNTY OF WASHOE

16 PIERRE A. HASCHEFF,  
17  
18 Plaintiff,

Case No. DV13-00656

Dept. No. 12

19 vs.

20 LYNDAL HASCHEFF  
21  
22 Defendant.

23  
24 CASE MANAGEMENT CONFERENCE STATEMENT

25 Judge Pierre Hascheff and Lynda Hascheff were married on September 8, 1990. They  
26 have been married for almost twenty-three years. This is a long marriage subject to a Shydler  
27 and Heim analysis. Judge and Lynda have two children. Their younger child, their daughter,  
28 turned 18 in March and recently graduated from high school. Although the now adult children  
29 are outside the jurisdiction of this Court, whether Judge Hascheff will provide financial  
30 assistance to the children including maintaining their health insurance while they are in school  
31 impacts any settlement Lynda could consider.

32 Lynda, whether correctly or not, is fearful that Judge Hascheff will seek to delay or  
33 postpone the CMC. Her fear is based on the fact that he has control of the vast majority of the  
34 community estate, is using that wealth to pay his bills, but is providing her with inadequate

1 support. The CMC has been scheduled for quite some time. Judge Hascheff undoubtedly has  
2 the ability to manage his own calendar to allow him to attend the CMC.

### 3 HISTORY AND BACKGROUND

4 Lynda met Judge Hascheff when she was 19 and he was 30. She was working at Sierra  
5 Pacific at the time. They dated for about five years before marrying in September of 1990. She  
6 worked for several more years until their second child was due. She was offered a buy-out and  
7 Judge Hascheff encouraged her to take it and to be a stay-at-home mom. He was working for a  
8 firm at the time of their marriage. During the marriage he left the firm and started his own  
9 independent practice. The practice he began during the marriage was a community property  
10 asset.  
11

12 Lynda assisted him in the office from time to time such as filling in for his secretary and  
13 doing "grunt" work. She also assisted him with his City Council calendars and Agendas.  
14 However, she was primarily a stay-at-home mom and took primary responsibility for the  
15 children, their calendars, activities and schedules. They each had their roles. From time to  
16 time during the marriage Lynda spoke with him about obtaining a part-time job but he always  
17 stated that he opposed her doing so and insisted she should be home with the children.  
18

19 Judge Hascheff started running for public office about the time their first child was  
20 born. Lynda was heavily involved in all six of his campaigns, although at one point he became  
21 angry with her "tone" when she spoke to him and he refused to speak with her for six months.  
22 Her perspective is that his anger forced her to walk on eggshells for most of their marriage.  
23

24 His practice was successful. They purchased substantial real property and often did so  
25 without the necessity of a mortgage or other debt. They did rely heavily on credit cards to pay  
26 their routine bills but generally paid them off each month. Because she was the stay-at-home  
27 spouse she paid many of the bills associated with the children and their multiple properties so,  
28

1 at least on the surface she did probably spend more than him. The issue, however, is who  
2 benefitted from that spending. It was mostly the children and the community estate.

3 Judge and Mrs. Hascheff had a fairly traditional marriage. He handled the money. He  
4 made investment and other financial decisions. When he asked her to sign financial documents  
5 like loan papers she simply did as he asked. He is a CPA and lawyer by background and  
6 training. He was older and more experienced with money than her. Lynda trusted him to  
7 handle their finances appropriately and consistent with his fiduciary duty to the community.  
8

9 Several years ago the parties began marital counseling. At Easter of 2012 he told her he  
10 had found someone else and wanted a divorce. She begged him to wait until their daughter  
11 graduated in the Spring of 2013. He felt that would not be possible. They separated and this  
12 proceeding ultimately ensued.

### 13 LACK OF FINANCIAL INFORMATION

14 After their separation, Judge Hascheff provided Lynda with a proposed Settlement  
15 Agreement.<sup>1</sup> It was thoughtful in many respects but also contained proposals about which  
16 Lynda's counsel had some concerns. More importantly, the original draft Settlement  
17 Agreement came without a full and fair financial disclosure, balance sheet or back-up  
18 documents. While her counsel worked with Judge Hascheff on substantive terms, counsel  
19 made it clear that he would need full disclosure, a balance sheet and back-up documents before  
20 he could recommend that Lynda sign any agreement.  
21

22 Requesting the financial disclosure, balance sheet or back-up documents seemed routine  
23 and necessary. However, following the request to conduct a due diligence review, Judge  
24 Hascheff's "cooperation" ended (at least in her perception and that of her counsel) and rather  
25

26  
27  
28 <sup>1</sup> It was originally reviewed by John Chappin. However, Mr. Chappin authorized a disclosure to  
Lynda and her counsel, the Hascheffs, Mr. Chappin's information, the Hascheffs, the Hascheffs, the Hascheffs,  
to obtain and review. Significant information was not shared through a review.

1 than making progress toward settlement counsel have spent their time putting out fires and  
2 disputes rather than being able to focus on resolution.

3 Counsel is absolutely baffled as to why his request to complete a due diligence review  
4 has been met with such opposition or resistance. Tens of thousands of dollars have routinely  
5 been transferred among accounts. There was a transfer of about \$240,000 in November of  
6 2012 that Counsel has asked about. Counsel has requested explanation about all of these  
7 transfers but none has been forthcoming. About a year prior to their separation the parties  
8 borrowed \$400,000 secured by a lien against their home that was previously unencumbered.  
9 Counsel has requested information about why the money was borrowed and what happened  
10 with the proceeds of the loan upon receipt. No answer has been forthcoming.

11  
12 Judge Hascheff complains about Lynda's spending.<sup>2</sup> He has repeatedly produced  
13 copies of her credit card bills, apparently to demonstrate that she is a profligate spender. For  
14 reasons that are entirely unclear, however, he has not produced his own bank statements and  
15 credit card statements despite repeated requests therefore. Surely he will not come before this  
16 Court and ask that Lynda be scolded about her spending when he won't even disclose his own.

17  
18 In the days leading up to the CMC and the date on which the CMC statements were due,  
19 Judge Hascheff has started to provide some information in dribs and drabs. Mrs. Hascheff is  
20 hopeful that prior to the CMC she will actually have all of the information and documents she  
21 has requested.<sup>3</sup>

22 Judge Hascheff has a legal and fiduciary obligation to provide full, fair, frank, candid

23  
24  
25  
26 <sup>2</sup> Lynda disputes his claim and believes that he spends more discretionary dollars than her. These are issues that  
27 will have to be tried. They are not decisions that will be resolved at the CMC. Control and management of their  
28 wealth, payment of bills, and internal support will need to be addressed at the CMC.  
On June 13, 2013, Judge Hascheff provided documents on nine different financial accounts for essentially the  
month of March or overlap of February-March 2013. Two of the documents contained only one page of the  
ending page statements. They reflected that he made deposits in excess of his net salary. In February to March he  
received a bonus of \$50,000 that was deposited into his account. The first was a deposit of the balance that was not  
a transfer. He provided statements for the month of February.

1 and complete financial information. This case cannot and will not settle until he does so.  
2 Judge Hascheff controls the information. It will, apparently, cost Mrs. Hascheff substantial  
3 fees to obtain the information. This refusal to voluntarily provide the information  
4 notwithstanding the time he has had to do so must be taken into account when preliminary suit  
5 money is address.  
6

#### 7 PRELIMINARY SUPPORT

8 Judge now earns \$11,250 per month; about half his income before becoming a judge.  
9 He insists that \$4,300 per month is enough for her.<sup>4</sup> Mrs. Hascheff is informed and believes  
10 that there is additional income, such as income from the rental of his office building and the  
11 Arizona property and perhaps fee sharing with the lawyer who now has his office there. She  
12 has asked for information about this income. Other than his financial declaration he has not  
13 provided the requested information.  
14

15 His financial declaration is not a model of clarity. For example, he claims that he has a  
16 monthly income of \$11,250. On page 2 he states that he has an additional net income of about  
17 \$1,000 a month from the rental of their Arizona property. However, he recently provided 2012  
18 information showing a substantial tax loss on that property. But, the vast majority of that  
19 "loss" was depreciation that, while an appropriate tax write-off, is not an actual out of pocket  
20 expense. He has not disclosed the income or expenses related to the Arizona property in 2013.  
21 He has not disclosed the income or expenses associated with the Riverside office building.  
22

23 From his \$11,250 per month income, the mortgages (PITI) on the parties' real  
24 properties should be paid. The remaining income after payment of their mortgages should be  
25 divided equally. Any income investments and from the rental of the Arizona property, the  
26  
27

28 <sup>4</sup> For the last several months he has given her only \$4,000 per month.

1 rental of the Riverside Drive Property and/or referral fees or sale's proceeds from his prior  
2 practice should be divided equally.

3 MANAGEMENT OF REMAINING WEALTH PENDING DIVORCE

4 Judge Hascheff has recently spent over \$14,000 to pay off his credit card bills. He has  
5 not provided Mrs. Hascheff with sufficient funds (or equivalent funds) to pay off hers. She  
6 proposes that the community pay off her credit card bills now so that they are at an equal  
7 starting place. Then, they should each pay their on-going expenses and bills with their share of  
8 the community income. The remaining community wealth should be placed in joint accounts  
9 with Orders that neither party can spend any of the joint money without written agreement of  
10 the other or court order. Of course Judge will have to fully and fairly disclose, under oath, that  
11 he has disclosed all accounts in which any community funds are held.<sup>5</sup>

12  
13 PRELIMINARY SUIT MONEY

14 It remains Mrs. Hascheff's goal to find prompt and cost-effective resolution. The lack  
15 of clarity and transparency regarding finances has created tremendous distrust. She requests an  
16 appropriate interim suit money award. Given the amount of forensic accounting and discovery  
17 disputes that apparently will be necessary it will cost both parties tens of thousands of dollars in  
18 legal fees. However, both Judge Hascheff and his counsel are CPA's by training and Judge has  
19 always handled the money so already has substantially more information than her. Her  
20 expenses will be substantially greater than his.

21  
22 PERSONAL PROPERTY

23 Mrs. Hascheff needs to conduct a walk-through of the marital residence where Judge  
24 Hascheff resides. Among other things, all of the valuable jewelry she was given during the  
25 marriage is now missing. She needs to look in the home to see if it is there.  
26  
27

28 <sup>5</sup> Whether rightly or wrongly, Mrs. Hascheff is fearful that Judge has transferred community wealth to his father  
and is also aware of not knowing about it



1 The Hascheff's have purchased season tickets to certain sporting events. When she  
2 requested a fair division Judge cherry-picked what he wanted and sent the rest over to her. She  
3 has proposed that they simply alternate games or that one party divide the tickets into two lots  
4 and the other pick which lot he or she wants.

#### 5 SALE AND RENTAL OF REAL PROPERTIES

6  
7 The original settlement proposal contemplated continued joint ownership of the real  
8 properties. A later iteration placed some of the properties in her column and some in his. Mrs.  
9 Hascheff is now informed and believes that Judge Hascheff wants to sell the Riverside property  
10 and the Arizona property.

11 Mrs. Hascheff has advised him that she will agree to sell those properties. She has  
12 advised him that she will agree to use the realtor he recommended with respect to the Riverside  
13 property. All that she has asked is that the sale's proceeds be held in escrow pending final  
14 resolution of this divorce, agreement of the parties or court order. She has received no response  
15 to her proposal. Mrs. Hascheff remains willing to work with Judge Hascheff and this Court to  
16 sell these two properties.

17  
18 Lynda now lives in a home with a modest mortgage. As part of the divorce she seeks to  
19 receive her home as well as the parties' Incline Village condominium. She has proposed that  
20 she move into the Incline condo and rent her home out. She believes the rent would cover the  
21 mortgage on the Reno home thus saving the community money at this time. There is no  
22 mortgage on the condo.

23  
24 Judge Hascheff rejected her proposal and now insists that the condo should be listed  
25 instead.<sup>6</sup> It is undisputed that the condo, when actually rented, would generate more income  
26 per night. The issue is how many nights it will be rented. Or, perhaps, stated otherwise, does it

27  
28  
<sup>6</sup> Given the financial situation she believes that he insists upon rent in order to keep the property in the community.

1 make more sense under the circumstances of this case to get steady modest income from the  
2 Reno home to cover the mortgage or take the chance that they could earn more from condo but  
3 at risk of not earning as much?

4 Because she is hopeful they will find resolution promptly and that the resolution will  
5 include her getting the condo, and because she really doesn't want to take business risks with  
6 him at this time, Mrs. Hascheff requests that this Court approve her proposal to rent the Reno  
7 home.  
8

9 UNEQUAL DIVISION OF REMAINING COMMUNITY ESTATE

10 Judge Hascheff had a successful and lucrative practice that he developed with Lynda's  
11 assistance during the marriage. In the last five years for which Lynda has tax returns his  
12 average income was approximately \$268,000 – over \$22,000 per month.<sup>7</sup> His practice was a  
13 valuable community asset. Ordinarily, upon divorce Lynda would be compensated for her one  
14 half interest in his practice.  
15

16 However, during the Spring of 2012, Judge informed Lynda that he had found someone  
17 new, that he wanted a divorce and that he had made a decision to seek his current judicial  
18 position. He did not consult with her about his decision to seek judicial office. He made the  
19 decision unilaterally and told her what he was going to do. However, he did tell her that he  
20 intended to maintain a part-time practice and would employ her in that practice.  
21

22 Judge Hascheff undoubtedly receives substantial personal and professional reward and  
23 well deserved recognition in his capacity as a judge. However, all of that benefit inures entirely  
24 to him. And all of that benefit comes at a substantial cost to her. She receives no benefit from  
25 his unilateral choice but is asked to walk away from the long marriage with substantially less  
26 than she would otherwise have received.  
27

28 <sup>7</sup> She does not have a copy of the 2012 return

1 But for his unilateral decision to seek judicial office there would have been a valuable  
2 community property practice. That practice would have value. Lynda would receive half of  
3 that value. Similarly, the practice spun off, on average, over \$22,000 per month with which the  
4 parties maintained their standard of living. But for his decision to seek judicial office the  
5 starting point of the alimony analysis would be the \$22,000 monthly income.  
6


7 As a result of his unilateral decision, Lynda not only lost her half of the value of the  
8 practice, Judge Hascheff now insists that she should receive less than half of his greatly  
9 reduced income. Thus, his position is that he should receive the entire benefit of his decision  
10 so seek judicial office and that Lynda should not only be forced to reduce her standard of living  
11 as a result of the divorce but that she should also reduce her standard of living by more than  
12 him solely because he decided it should be so. Thus, he not only wants the emotional and  
13 personal rewards of his choice, he wants the better end of the financial stick as well.  
14

15 His position is unreasonable. The facts of this case justify an unequal division of the  
16 community property in Lynda's favor. While this is not an issue that could be resolved other  
17 than by agreement of the parties at the CMC, Lynda is helpful that the Court can give the  
18 parties some guidance about how the tremendous financial impact of his decision on the eve of  
19 divorce impacts her ultimate rights in that divorce.  
20

21 The undersigned affirms that this document contains no social security numbers.

22 Dated this 14 day of June, 2013.

23 WOODBURN AND WEDGE

24 By   
25 Shawn B Meador  
26 Attorneys for Defendant  
27  
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CASE MANAGEMENT CONFERENCE STATEMENT

Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.

Washoe District Court Eflex System

Federal Express or other overnight delivery.

Todd L. Torvinen, Esq.  
232 Court St.  
Reno, NV 89501

Dated this 14 day of June, 2013

AA000037

DV13-00656  
PIERRE A. HASCHEFF VS LYNDY 13 Pages  
District Court 06/14/2013 10:22 AM  
Washoe County 1332  
JCH/SC

**FILED**  
Electronically  
06-14-2013:10:22:57 AM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 3788929

CODE: 1332  
1 Todd L. Torvinen, Esq.  
2 Nevada Bar No: 3175  
3 232 Court Street  
Reno, NV 89501  
(775) 825-6066  
Attorney for Plaintiff

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

\*\*\*\*\*

Pierre A. Hascheff,

Plaintiff,

Case No: DV13-00656

Dept No: 12

-vs-

Lynda L. Hascheff,

Defendant.

**PLAINTIFF'S CASE MANAGEMENT CONFERENCE STATEMENT**

COMES NOW Plaintiff, PIERRE HASCHEFF, by and through his attorney, TODD L. TORVINEN, and files this CASE MANAGEMENT CONFERENCE STATEMENT.

1. **Background.** This is a 22 ½ year marriage. The parties were married September 8, 1990 in Reno, Nevada. The parties separated on or about April 18, 2012. Mr. and Mrs. Hascheff have 2 adult children, Anthony, age 22, and Gigi, age 18.

The parties' oldest child, Anthony, is finishing his undergraduate degree at Santa Clara University. Gigi will commence undergraduate studies at Sacramento State under a basketball scholarship in the autumn of 2013.

In January, 2013, Mr. Hascheff began serving the citizens of Washoe County as a Justice of the Peace. His law practice has ceased, although Nik Palmer, Esq., has continued to serve some of the clients. The parties agreed that Mr. Hascheff would seek the Justice of the Peace seat prior to separation in April, 2012.

**2. Temporary Spousal Support.** Mr. Hascheff earns a salary of \$130,000 per year. His net take-home is slightly more than \$8000 per month. In addition, the parties own a rental property, a condominium in the State of Arizona which is cash flow negative (after adding back depreciation) in the sum of approximately \$200 per month. Mr. Hascheff's paystub dated May 10, 2013 is electronically reproduced:

Hascheff Pierre L.  
00008035  
1250 Justice Courts  
1253 Reno JC

10/2013  
04/22/2013 - 05/05/2013  
Single  
Justice of the Peace

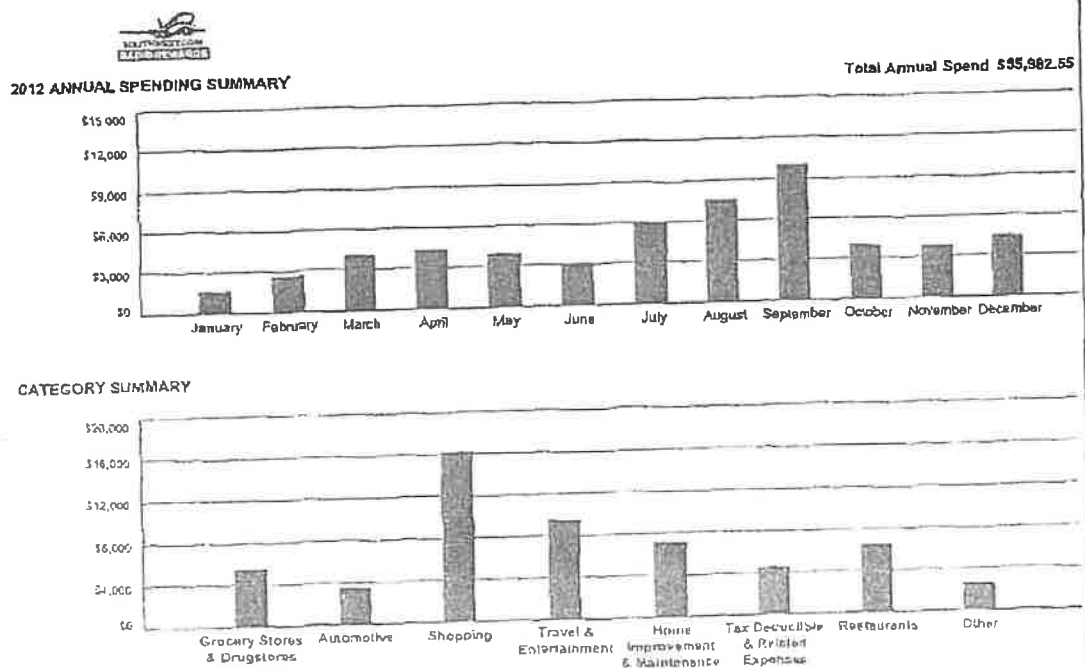
Regular Pay	80.00	65.04	5,203.20	43,186.56	Medicare	71.92	633.98
Holiday				1,040.64	SSRS	1,235.76	10,503.96
ES - Child Taxable			13.72	28.54	Ins	551.67	1,142.75
					GLTY	23.08	47.81
<i>203,000 Life Insur</i> <i>(58,000) exempt portion</i> <i>153,000 balance</i> <i>is payable to me each mo.</i>							
<i>group term</i> <i>Life Ins. 2nd</i> <i>(203,000)</i> <i>Face Value</i>							
<i>W/H ES</i> <i>Medicare</i> <i>Ins ES - Health Insur.</i> <i>Life PT</i> <i>Premiums</i> <i>Lynda + Kids</i>							
						935.18	6,950.74
						21.93	633.98
						257.40	533.19
						0.11	0.23
			5,203.20	44,227.20		1,264.61	8,118.14
			05/10/2013				3,938.59
Vacation Leave			27.72	3.70	0.00	31.42	0.00
Sick Leave			34.68	4.62	0.00	33.30	0.00
			0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
Personal Leave			0.00	0.00	0.00	0.00	0.00
FMLA			0.00	0.00	0.00	0.00	0.00
Your account(s) has been credited as follows: US Bank							XXXXXXXX7113 3,938.59

As a result, Mr. Hascheff's actual take-home pay is summarized in the following schedule:

Net pay every 2 weeks	\$3,939
Adjusted for Monthly	\$8,534
Monthly cash flow loss from rental	(\$205)
Net Take-Home Pay:	\$8,329

As a result, applying **NRS 123.225** should result in temporary spousal support being awarded to Mrs. Hascheff in the sum of \$4165 per month. Mr. Hascheff previously proposed simply dividing the net income every month. However, Mrs. Hascheff refused.

Unfortunately, Mrs. Hascheff has had great difficulty in adjusting to the income provided on a public servant's salary. Moreover, her spending on credit cards alone exceeds approximately \$4000-\$5000 a month. Her total spending averages \$10,000.00 a month when Mr. Hascheff only makes \$8,000.00 monthly. The spending primarily consists of dining out, clothing shopping, and travel. Mrs. Hascheff's credit card spending has accelerated markedly since the parties' separation in April, 2012. It is believed that she has 2 primary credit cards. The accelerated spending since separation can be seen in the recap for 2012 for card #7147:



The spending on just this credit card continues to exceed \$4,500 per month. A snapshot of the type of spending and a fair representation can be seen by reproducing

the December 2012 and May, 2013 statement for credit card account #8541. It is produced electronically below. However, the Court can readily see that every 2-3 days Mrs. Hascheff spends between \$100 and \$300 on clothing, shoes (zap\*dev 6 PM.com), coats and accessories. She also dines out every 1-3 days at a cost of generally between \$50 and \$150. Please see the following:

Statement Date: 11/05/12 - 12/18/12  
 Account Number: [REDACTED]  
 Page 2 of 3  
 OVER

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
11/21	SAVEMART #554 RENO RENO NV	135.98
11/24	WALMART.COM 800086548 8000086546 AR	34.91
11/26	TARGET 00013831 RENO NV	64.50
11/25	MARSHALLS #0393 RENO NV	109.17
11/28	APL*APPLE ITUNES STORE 866-712-7753 CA	3.67
11/28	ULTA #188 RENO NV	53.55
11/27	BUY.COM* 888-3288266 CA	23.87
11/27	WM SUPERCENTER#2189 RENO NV	115.93
11/28	ZAP*DEV 6PM.COM 800-678-2680 NV	257.50
11/27	THE BUCKLE ONLINE 308-2368491 NE	84.10
11/28	CSU SACRAMENTO XAP 916-278-6559 CA	55.00
11/27	DOLRTREE 1729 00017293 RENO NV	22.47
11/29	BURLINGTON COA00003145 RENO NV	84.58
11/30	T J MAXX #255 RENO NV	138.99
11/30	STARBUCKS CORP00080854 RENO NV	4.04
12/01	Z PIZZA RENO NV	18.26
12/02	CHARTER COMM 888-438-2427 NV	207.86
11/30	PINOCCHIO'S INC RENO NV	58.08
11/30	PP*MK CNSLT- Jenave Domic 775-7228115 NV	17.00
12/04	WAL-MART #2189 RENO NV	73.85
12/03	HIROBA SUSHI RENO NV	69.78
12/05	PANDORA*INTERNET RADIO 510-451-4100 CA	36.00
12/07	SEARS ROEBUCK 1978 RENO NV	55.96
12/08	PEGS GLORIFIED HAM & EGGS RENO NV	98.34
12/08	MOXIE RENO NV	54.09
12/10	MACY'S EAST #409 RENO NV	128.73
12/09	FAMOUS FOOTWEAR #2672 RENO NV	96.93
12/10	RENO GAZETTE-JOURNAL 888-866-8521 NV	22.00
12/09	FLOWING TIDE PUB RENO NV	26.05
12/10	VINTAGE A WINE SHOP RENO NV	69.25
12/09	ROSS STORES #853 RENO NV	43.05
12/10	MACY'S EAST #409 RENO NV	104.85
12/11	NETFLIX.COM NETFLIX.COM CA	7.99
12/11	BOYDEN ORAL MAXILLO FAC RENO NV	115.00
12/11	URBAN-OUTFITTERS-DIR #219 972-550-2751 PA	42.31
12/12	CHARTER COMM 888-438-2427 CA	28.21
12/13	TRADER JOE'S #082 QPS RENO NV	53.49
12/17	BARNES&NOBLE.COM 800-843-2666 NJ	4.69
12/16	WALGREENS #2658 RENO NV	26.15
12/17	BARNES&NOBLE.COM 800-843-2666 NJ	5.55
12/14	RED CHAIR RENO NV	7.81
12/16	FLOWING TIDE PUB RENO NV	30.61
12/17	RALEYS #103 RENO NV	42.20
12/16	PIER 1 00015685 RENO NV	32.24
12/17	APL*APPLE ITUNES STORE 866-712-7753 CA	2.50
	PER CHARGED	



Statement Date: 03/19/13 - 05/18/13

Page 2 of 3  
OVER

## ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
04/24	AJS SEAFOOD AND OYSTER DESTIN FL	15.50
04/25	TRAVEL TRADERS 0364 DESTIN FL	3.21
04/25	HILTON BAREFT PICNIX DESTIN FL	33.03
04/26	POPPYS SEAFOOD FACTORY AN DESTIN FL	19.98
04/25	HILTON BAREFT PICNIX DESTIN FL	22.43
04/27	TRAVEL TRADERS 0364 DESTIN FL	4.83
04/25	HILTON BAREFT PICNIX DESTIN FL	22.43
04/25	JESTER MARDI GRAS DESTIN FL	5.00
04/27	CANDYMAKER SANDESTIN FL	5.38
04/26	HILTON BAREFT PICNIX DESTIN FL	13.09
04/26	HILTON SANDCASTLES DESTIN FL	18.20
04/27	FINZ TIKI/SLACK #9096 DESTIN FL	25.18
04/28	AMERICAN AI 0010283020549 FT WALTON BE FL	25.00
042813 1 X	XAA XAE	
04/28	SIMPLY BOOKS D20518811 DALLAS FT WO TX	17.59
04/29	TRADER JOE'S #1082 OPS RENO NV	55.15
04/27	MARLIN GRILL 910-0BAYTOWNE FL	90.56
04/28	STARBUCKS D DF20511848 DALLAS FT WO TX	12.88
04/29	SAVEMART #554 RENO RENO NV	69.89
04/29	T J MAXX #255 RENO NV	172.28
05/02	CHARTER COMM 888-438-2427 NV	129.83
05/01	ELEMENT TANNING RENO NV	43.99
05/02	KOHL'S #1172 RENO NV	100.88
05/02	DOLRTREE 2751 00027516 RENO NV	39.04
05/03	TRAVRES*ReservationCom 877-283-5585 WA	49.01
05/02	LODD LOFT LLC 775-284-5835 NV	500.00
05/04	RALEY'S #420 SACRAMENTO CA	9.39
05/03	CHEVRON 00099375 AUBURN CA	44.52
05/03	GOOD NITE INN SACRAMENTO 916-3868408 CA	3.95
05/03	FANDANGO.COM FANDANGO COM CA	14.50
05/03	BABIES R US #8445 OPS RENO NV	152.28
05/07	TINYPRINTS.COM 877-300-9258 CA	144.04
05/08	DOLRTREE 1729 00017293 RENO NV	44.00
05/08	BIG LOTS STORES - #4289 RENO NV	121.84
05/10	CHEVRON 00202788 RENO NV	20.00
05/10	ROSS STORE #368 RENO NV	70.46
05/12	CHARTER COMM 888-438-2427 CA	28.65
05/09	STONE HOUSE CAFE RENO NV	40.36
05/10	OUTBACK 3215 RENO NV	34.16
05/10	LAKE SIDE BAR & GRILL RENO NV	23.34
05/11	HIROBA SUSHI RENO NV	23.70
05/10	PINOCCHIO'S INC RENO NV	153.35
05/14	CHEVRON 00202788 RENO NV	30.00
05/13	SCOLARI'S WHSE 124 RENO NV	40.70
05/13	SAVEMART #554 RENO RENO NV	117.26
05/14	MARSHALLS #0393 RENO NV	29.89
05/14	WM EZPAY 866-834-2080 TX	44.16
05/15	ROSS STORES #855 RENO NV	78.52
05/17	RENO JUSTICE CRT PAY 775-325-6500 NV	115.00
05/16	RENO JUSTICE CONV FEE 972-713-3770 TX	5.00
05/16	LOWES #003211 RENO NV	79.29
	INTEREST CHARGED	
05/17	PURCHASE INTEREST CHARGE	74.47
	TOTAL INTEREST FOR THIS PERIOD	574.47

Mrs. Hascheff and Mr. Hascheff were named as co-trustees on their son's (Anthony) education account #4371 with US Bank. Mrs. Hascheff unfortunately spent

1 down approximately \$45,000 from this account during 2012 in 2013 in order to maintain  
2 the spending and pay her credit card bills and fund her checking account. This excess  
3 spending forms the essence of Mr. Hascheff's waste claim against Mrs. Hascheff.

4 Mrs. Hascheff, through counsel, has repeatedly complained that she doesn't  
5 have enough money to "pay her bills".

6 Mr. Hascheff, in turn, continues to pay the children's' and Mrs. Hascheff's health  
7 and car insurance, cell phone and other expenses. He will continue to cover the parties'  
8 adult children's' cell phones, and their health and car insurance. Each party has a  
9 mortgage payment of a similar amount (Mrs. Hascheff approximately \$1500 per month,  
10 and Mr. Hascheff approximately \$1800 per month).

12 Finally, the parties own a rental condominium at Incline Village, Nevada. In light  
13 of the extreme cash flow strains, Mr. Hascheff recommended that it be rented out as a  
14 summer rental to tourists who wish to visit the Lake Tahoe area. Mr. Hascheff obtained  
15 independent broker verification that the property could be rented for as much as \$1500  
16 per week.

18 Mrs. Hascheff resisted this. Her plan was to move to the lake for the summer,  
19 and leave her residence in Reno, Nevada vacant. This is an unfortunate violation of  
20 fiduciary duty to the marital estate. In support of her contention, Mrs. Hascheff alleged  
21 that the rental market was poor, and the property could not be profitably and feasibly  
22 rented. Through counsel, she indicated that she had confirmed the poor status of the  
23 rental market through a female who works for Vacation Station in Incline Village,  
24 Nevada, and the broker there was a gentleman named "Don". Unfortunately, when the  
25 undersigned contacted Vacation Station by Phone, and spoke to "Don", and the only  
26 female agent who works for Vacation Station who handles summer vacation rentals, the  
27 following was discovered (the memo speaks for itself).  
28

1 MEMORANDUM

2 TO: HASCHEFF FILE

3 FROM: TODD TORVINEN

4 DATE: JUNE 7, 2013

5 REGARDING: 120 Juanita Condominium, Incline Village, Nevada

6  
7 Today, I called Vacation Station Rentals, at Incline Village, Nevada. I was given an email from  
8 opposing counsel which indicated that Mrs. Hascheff had spoken to a female at Vacation Station, but  
9 the broker was a gentleman named "Don" at Vacation Station.

10 I spoke with Don, the broker and Kathleen the agent who handles the rentals. Neither of them  
11 had any recollection of speaking with anybody named Hascheff. Neither of them had any recollection of  
12 speaking with anybody about 120 Juanita. Don indicated to me that he keeps a log of all contacts for  
13 vacation rental leads, and that there were no contacts from anybody named Hascheff.

14 Don did inform me that the condominium at 120 Juanita is in a desirable place for summer  
15 vacation rentals. He indicated that the vacation market is vibrant, and that their company is always  
16 looking for additional vacation units to rent.

17 Mr. Hascheff requests that this Court order this condominium to be sold or rented  
18 in order to bring the highest and best cash flow to the marital estate.

19 Mrs. Hascheff's difficulty in adjusting to a paradigm where there are 2 residences  
20 and one income is reflected in the draft Financial Disclosure Form sent to the  
21 undersigned which lists her monthly personal expenses. She discloses that she requires  
22 \$8862 per month. However Mr. Hascheff only takes home a little better than \$8000 per  
23 month. It is impossible to meet her expectations. It is very unfortunate for the marital  
24 estate, and the parties' cash flow to be depleted with such unrealistic expectations.

25 Please see the following:  
26  
27  
28

1	1	Mortgage or Rent: 1st Mtg. \$ 1800 + 2nd Mtg. \$ + line of credit \$ + taxes \$ 316 + insurance =	1918
2	2	Utilities: Gas/Oil \$ 75 + electricity \$ 450 + TV/cable \$ 280 + water & 80 + garbage 14 + sewer 31 =	940
3	3	Telephone: landline \$ + cellular \$ 180 + Internet \$ + fax \$ + other \$ =	180
4	4	Food, Groceries & Incidentals (not including entertainment or dining out)	1000
5	5	Transportation: monthly payment/lease \$ + gas and oil 260 + repairs and maintenance, tires \$ 100 + insurance \$ 202 + license/registration \$ 85 + parking \$ + public transportation \$ + other \$ =	617
6	6	House Maintenance: housekeeping \$ 150 + garden/lawn care \$ + snow removal \$ + repairs & maintenance \$ 200 + other \$ =	360
7	7	Entertainment: dining out \$ 350 + movies, shows \$ 100 + music/videos \$ 50 + other \$ =	800
8	8	Dues, Memberships, Fees: Professional \$ + memberships (health club, country club) \$ + homeowners \$ 430 + fraternal \$ + business \$ + other \$ 160 = private ballet lessons for Gigi	590
9	9	Health/exercise: clothing/shoes \$ 50 + fees/passes (health clubs etc.) \$ 100 + other \$ =	150
10	10	Clothing: self \$ 50 + children \$ 150 + cleaning \$ 25 =	225
11	11	Vacations	292
12	12	Pets: Food \$ 100 + boarding \$ + healthcare \$ 45 + grooming \$ 100 + other \$ =	245
13	13	Healthcare: Insurance \$ + unreimbursed medical \$ + dental \$ + orthodontic \$ + medications \$ 75 + counseling \$ + physical therapy \$ + chiropractic \$ + other \$ =	75
14	14	Appearance: hair \$ 260 + nails \$ 80 + facials/massage \$ 100 + cosmetics \$ + other \$ =	430
15	15	Insurance: life \$ + disability \$ + other \$ =	52
16	16	Books, Newspapers & Magazines	50
17	17	Church/Charitable	
18	18	Accounting & Tax Preparation	
19	19	Support of Others: Ordered Child Support \$ + voluntary child support \$ + court-ordered spousal support \$ + eldercare \$ =	
20	20	Miscellaneous: Gifts \$ + storage \$ + flowers \$ + savings \$ + Lawyers fees \$ 1000 + other \$ =	1000
21	21	Education: Tuition, Books & Fees \$ + extracurricular \$ + sports \$ + music \$ + other \$ =	
22	22	Childcare: day care \$ + preschool \$ + other \$ =	
23	23	Minimum Charge Card Payments and other consumer/installment debt: credit card #1 \$ 250 + credit card #2 \$ + credit card #3 \$ + credit card #4 \$ + other debt \$ =	260
24	24	TOTAL MONTHLY EXPENSES (Add lines 1-23 above)	8862

3. Marital Balance Sheet. The parties have accumulated assets and liabilities.

However, the marital estate is reasonably substantial. A balance sheet updated by Mr.

Hascheff as of May 9, 2013 is electronically reproduced as follows:

1				<b>TOTAL</b>
2		<b>ASSETS:</b>		
3		<b>CASH:</b>		
4	1	PAH Chld Checking US Bank (1596)		22,200
5	2	PAH Savings US Bank (6551) & (3704)		15,426
6	3	Riverside LLC US BAnk (office) (3825)		5,273
7	4	PAH LLC US Bank(Az house) (8156)		3,042
8	5	PAH Justice Ct US Bank(6859)		433
9	6	Revocable Trust US Bank (7113) & 9696		259,666
10	7	Revocable Trust US Bank (9274) & 4371		43,302
11	8	Lynda checking US Bank		3,500
12	9	<b>Subtotal</b>		<b>352,842</b>
13	10	<b>INVESTMENTS:</b>		
14	11	LPL Financial (stock account) 3439		161,773
15	12	<b>Subtotal</b>		<b>161,773</b>
16	13	<b>RECEIVABLES, &amp; DEPOSITS</b>		
17	14	Acct Rec. (office)		20,000
18	15	<b>Subtotal</b>		<b>20,000</b>
19	16	<b>REAL PROPERTY:</b>		
20	17	Incline Condo		460,000
21	18	6236 Alpine		330,000
22	19	905 Pineridge		195,000
23	20	1029 Riverside (less sell exp)		400,000
24	21	2555 Manzanita		600,000
25	22	Arizona		460,000
26	23	Cancun Timeshare		0
27	24	<b>Subtotal</b>		<b>2,445,000</b>
28	25	<b>AUTOS &amp; RECREATIONAL VEHICLES. Provide make, model, mileage, and vehicle identification number.</b>		
29	26	2013 Jeep Cherokee		34,000
30	27	2011 RAV 4		20,000
31	28	2008 Jeep Liberty		12,000
32	29	2006 Lexus RX330		18,000
33	30	<b>Subtotal</b>		<b>84,000</b>
34	31	<b>PERSONAL PROPERTY:</b>		
35	32	Furniture "H"		30,000
36	33	Furniture "W"		20,000
37	34	Football & Baseball Tickets		2,000

1	35	Subtotal	59,000
2	36	RETIREMENT ACCOUNTS.	
3	37	ICMA (457 Plan)	11,609
4	38	PAH Profit Sharing	334,415
5	39	Lynda IRA	24,561
6	40	Pierre IRA	19,184
7	41	1 Yr Group Term Life Insurance (\$250,000) Value 0	
8	42	Subtotal	389,769
9	43		
10	44	TOTAL ASSETS	3,512,384
11	45		
12	46	DEBT	
13	47	Mortgages, notes & deeds of trust. (Indicate if debt is secured by particular asset above)	
14	48	Chase (Manzanita)	390,000
15	49	Quicken Loan (Alpine)	265,000
16	50		
17	51	Subtotal	655,000
18	52	Charge Accounts, Credit Cards, medical debts.	
19	53	Chase Card (W)	10,000
20	54	AMEX (Bus/Office)	4,000
21	55	Visa	0
22	56	Mastercard	0
23	57		
24	58		
25	59		
26	60		
27	61	Subtotal	14,000
28	62	TOTAL DEBT (add lines 23 and 26)	669,000
29	63	NET WORTH (TOTAL ASSETS, line 32 MINUS TOTAL DEBT, line 49)	\$2,843,384

There are some interim issues of which the Court should be aware:

1. The asset listed under real estate above "1029 Riverside Dr.", is currently for sale. Both parties agree the property should be sold. Unfortunately, Mr. Hascheff has proposed that the proceeds be equally divided, and that each party take that amount on

1 any final marital balance sheet. Thereafter, each party can spend freely his or her one-  
2 half without prejudicing the other's community interest in the remaining estate.

3 Unfortunately, Mrs. Hascheff has refused this common sense approach to equally divide  
4 the proceeds.

5         2. The parties originally agreed to the property values; but now Mrs. Hascheff  
6 disputes the valuation of the real property. Perhaps the Court should order the parties  
7 obtain appraisals. Mr. Hascheff has no objection to stipulating to the appropriate  
8 qualified appraiser. He suggests James Bailey, or Lavonne Johnson to do the  
9 appraisals.  
10

11         3. Rent or sell Incline condominium.

12         4. **Discovery and Other Issues.** Mrs. Hascheff initially alleged that Mr. Hascheff's  
13 change of career from lawyer to judge produced some sort of waste claim. It appears  
14 she is not currently alleging this claim. Moreover, the generous benefit which she will  
15 receive as a result of Mr. Hascheff continuing in PERS because he had 19 1/2 prior  
16 vested years would more than offset any waste claim; although such a waste claim it  
17 appears, would not be supported in law or in fact. She will clearly benefit from the "wait-  
18 and-see approach" outlined in the *Gemma* case, and will receive benefits in the pay  
19 mode on the basis of Mr. Hascheff's highest 3 years of salary, even though the  
20 community percentage will decrease relative to the total pension benefit postdivorce.  
21

22         As outlined above, the parties will probably need to have the real property  
23 appraised.  
24

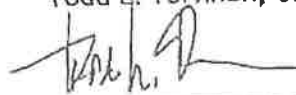
25         5. **Attorney Fees and Costs.** There are liquid assets to pay attorney fees and costs.

26         See the account above listed in "cash" titled "Revocable Trust #7113."  
27  
28

1 AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby  
2 affirm that the preceding document does not contain the social security number of any  
3 person.

4 Dated this 13 day of June, 2013.

5 The Law Office of  
6 Todd L. Torvinen, Chtd.

7 

8 Todd L. Torvinen, Esq.  
9 Attorney for Plaintiff  
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Law Office of Todd L. Torvinen, and that on June 14, 2013, I served a copy of the foregoing document on the parties identified below by using the ECF system which will send a notice of electronic filing to the following:

Shawn B. Meador, Esq.  
Woodburn and Wedge  
6100 Neil Road, Suite 500  
Reno, NV 89511

Jessica J. Fisher

FILED

Electronically  
09-13-2013:03:03:46 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 3995970

**CASE MANAGEMENT CONFERENCE**

June 20, 2013  
HONORABLE  
FRANCES  
DOHERTY  
Dept. No. 12  
J. Martin  
(Clerk)  
JAVS  
(Record)  
K. Wright  
(Bailiff)

Plaintiff Pierre Hascheff was present represented by Todd Torvinen. Defendant Lynda Hascheff was present represented by Shawn Meador.

*The court discussed Mr. Hascheff working in the same building and the parties indicated they have no concerns regarding potential conflicts.*

Counsel Torvinen discussed assets and property of the parties as well as Mr. Hascheff's income. The parties have no minor children. He suggested dividing the income at \$4150.00 a month each. He further discussed each party withdrawing \$25,000.00 from the irrevocable trust at U.S. Bank to spend as they see fit until the settlement conference. Mr. Hascheff will continue to maintain insurance for the family. He discussed interim issues with the parties' real estate properties. He suggested the parties meet and confer regarding any accounts Ms. Hascheff has concerns or questions about. Mr. Hascheff would like to avoid the expense of a forensic accountant. Mr. Hascheff would like to delay the appraisals of the property because he believes the parties may be able to come to agreements on the value of those properties.

Counsel Meador discussed frustrations with the discovery process. He stated the parties are not in an equal position. Ms. Hascheff has about \$12,000.00 in credit card debt but Mr. Hascheff has paid off his debt. He discussed the parties properties and large transfers between accounts that are concerning. He discussed other information he has asked for and has not received. Ms. Hascheff would like to move in to the Incline property that has no mortgage and rent the Reno property she is currently living in. Ms. Hascheff would like to receive the Incline property in final settlement. He discussed the mortgage on the Reno property, the possible tenants, and the cost to rent the Incline property. He would like the assets moved in to a joint account and not touched unless by Court order. Interim support should be half of the total income and Ms. Hascheff's credit cards should be paid off. He discussed the properties that should be listed and stated the proceeds should be placed in a blocked account. All of Ms. Hascheff's jewelry is missing. They would like to know the cost of the health insurance. He discussed the proposal of renting the Reno property and Ms. Hascheff's relocation to Incline.

Counsel Torvinen stated the Alpine Meadows home debt is \$260,000.00. He discussed concerns with the amount Ms. Hascheff spends each month.

*The parties were sworn to testify.*

Mr. Hascheff discussed possible settlements feels the case can be settled.

Counsel Torvinen stated the parties have not met and conferred.

Mr. Hascheff testified there is no rental income from the Riverside property. Nick Palmer is taking over his practice but can not afford to rent the property.

Counsel Torvinen stated Mr. Hascheff does not want to sell the Arizona property.

Counsel Meador stated Ms. Hascheff has not stole any money from the trust account and would like that that not be told to the children.

**THE COURT ORDERED:** Settlement conference is set for September 4, 2013 at 1:30pm. The parties agree to sell the Riverside property. The parties are directed to secure a jointly agreed upon agent, list the property for a jointly agreed upon price, all offers will be conveyed to both parties, no acceptances will be rendered except by and through both parties after discussion and agreement. The parties agree to temporarily to elicit summer sales for the Incline property, summer sales will be through commission with an agreed upon agent at an agreed upon price, through Labor Day. The parties have seven days to agree upon an agent and a listing amount. Action shall be taken immediately on the Riverside sale. With out waiving claims to waste on either side the Court authorizes the current credit card balance, \$12,704.96, for Ms. Hascheff be reduced to zero by and

CASE MANAGEMENT CONFERENCE

June 20, 2013  
HONORABLE  
FRANCES  
DOHERTY  
Dept. No. 12  
J. Martin  
(Clerk)  
JAVS  
(Record)  
K. Wright  
(Bailliff)

through the account identified on line item six of Mr. Hascheff's balance sheet and that transaction should be overseen by counsel. The parties shall equally divide the net proceeds of Mr. Hascheff's monthly income from the pay check stub. Mr. Hascheff shall continue to maintain the insurance and cell phones. Ms. Hascheff shall continue to be responsible for the residence that she is residing in. The Court will not rule on the occupancy of the Incline home until the Court reconvenes. The parties agree if there is a short fall on the monthly expenses of the Incline property it will be taken from the property listed at line item six and the parties will divide any proceeds from the Incline property. The parties shall not discuss this case with their children. The parties shall communicate with each other through email and must check their emails every 24 hours. Each party may withdraw an additional \$15,000.00 from the revocable trust at U.S. Bank 7113 for counsel and legal fees. The Court will consider a request for a forensic accountant but does not authorize it today. The Court expects strict compliance with the rules of discovery. The Court will entertain a conference call for purposes of ordering a forensic accountant in the future. There shall be no transfers out of any accounts not otherwise specified in an amount greater of \$1,000.00 without the other party agreeing and being advised in advance save and except for the basic minimum fees to maintain the Riverside property pending sale. The parties may make withdraws that are agreed upon regarding their children's educations.

The Court shall prepare the order after hearing.

Minutes completed  
by: J. Martin on  
9/13/13

1 CODE: 2697  
2  
3  
4

5 IN THE FAMILY DIVISION  
6 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF WASHOE  
8

9 PIERRE A. HASCHEFF,

10 Plaintiff,

CASE NO. DV13-00656

11 vs.

DEPT NO. 12

12 LYNDA HASCHEFF,

13 Defendant.  
14

15 INTERIM ORDER AFTER CASE MANAGEMENT CONFERENCE

16 This matter came before the Court on June 20, 2013 for a Case Management  
17 Conference. Plaintiff Pierre Hascheff was present represented by Todd Torvinen, Esq.  
18 Defendant Lynda Hascheff was present represented by Shawn Meador, Esq.

19 IT IS HEREBY ORDERED:

- 20 1. Temporary spousal support in the amount of one half of Mr. Hascheff's  
21 monthly income, presently represented as \$4,150 shall be paid by Mr.  
22 Hascheff to Ms. Hascheff beginning by July 1, 2013 and shall payable on  
23 the first day of each month thereafter.
- 24 2. Each party shall be allocated \$15,000 from the U.S. Bank revocable trust  
25 account ending in the numbers "7113", for attorneys' and related fees  
26 associated with this action and for the necessities of life.  
27  
28

- 1           3.     Consumer credit card bills presently overseen by Ms. Hascheff shall be  
2           retired in the approximate amount of \$12,704.96 from funds held in the U.S.  
3           Bank revocable trust account ending in the numbers "7113".
- 4           4.     Neither party shall transfer more than \$1000 from any marital account  
5           without the consent and agreement of the other spouse except for payment  
6           of monthly mortgage obligations and payment of necessary expenses to  
7           maintain the property located at 1029 Riverside, Reno, Nevada.
- 8           5.     Mr. Hascheff shall continue to maintain the cellular phone service for the  
9           family, health insurance for the family, and car insurance for the children  
10          and himself. Ms. Hascheff shall maintain car insurance on her vehicle.  
11          The parties shall cooperate in supporting their children's college expenses.
- 12          6.     Within seven days from the date of this order, the property located at 1029  
13          Riverside, Reno, Nevada shall immediately be listed for sale with an agreed  
14          upon agent at an agreed upon price. All offers and decisions on such  
15          offers will be discussed and consented to by the parties.
- 16          7.     The parties shall list their Incline Village property with a vacation rental  
17          agency agreed upon by the parties and shall agree upon the terms and  
18          conditions of renting such property as a vacation unit for the months of  
19          June, July, August and September 1, 2 and 3, 2013 within seven days from  
20          the date of this order.
- 21          8.     The parties shall appear on September 4, 2013 at 1:30 p.m. for a settlement  
22          conference. Each party and their counsel must personally attend the  
23          conference unless the Court excuses such attendance. *See* WDFCR 45(4)(a).  
24          At least five (5) days prior to the settlement conference, each party must file  
25          and serve a statement indicating the significant issues in dispute. The  
26          parties must attend the settlement conference fully prepared for trial on all  
27          unresolved issues, except that nonparty witnesses need not be present. *See*  
28          WDFCR 45(5). Failure to appear at said settlement conference may result in

1 a final order regarding custody, visitation, support and distribution of  
2 debts and property being entered.

- 3 9. Pursuant to WDCR 43(2)(b), the parties are mutually restrained from  
4 transferring, encumbering, hypothecating, concealing or in any way  
5 disposing of any property, real or personal, whether community or  
6 separate, except in the usual course of business or for the necessities of life.  
7 The parties are mutually restrained from cashing, borrowing against,  
8 canceling, transferring, disposing of, or changing the beneficiaries of any  
9 insurance coverage, including life, health, automobile and disability  
10 coverage. The parties are mutually restrained from cashing, borrowing  
11 against, canceling, transferring or disposing of retirement benefits or  
12 pension plans held for the benefit, or election for benefit, of the parties or  
13 their minor child(ren).
- 14 10. Discovery shall be conducted in accordance with NRCP 16.2.
- 15 11. All discovery shall be completed no later than one week prior to the  
16 settlement conference date set forth above. All discovery disputes will be  
17 submitted to Discovery Commissioner Wes Ayres.
- 18 12. The Court will entertain telephone conference calls for the purpose of  
19 executing the terms of this interim order.

20 This temporary order is enforceable, and the parties must follow its terms. This  
21 order is based on the information provided at the Case Management Conference. If new  
22 or different information is provided, the Court may enter a different order in the future.

23 IT IS SO ORDERED.

24 Dated: 

  
Frances M. Doherty  
District Court Judge

25  
26  
27  
28

CERTIFICATE OF MAILING

I certify that I am an employee of the Second Judicial District Court, and on the 21th day of June, 2013, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

Todd Torvinen, Esq.

Shaw Meador, Esq.

  
Court Clerk

1 CODE: 1080  
2 Todd L. Torvinen, Esq.  
3 Nevada Bar No: 3175  
4 232 Court Street  
5 Reno, NV 89501  
6 (775) 825-6066  
7 Attorney for Plaintiff

8  
9 IN THE FAMILY DIVISION OF  
10 THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
11 IN AND FOR THE COUNTY OF WASHOE

12 \*\*\*\*\*

13 Pierre A. Hascheff,

14 Plaintiff,

Case No: DV13-00656

15 -vs-

Dept No: 12

16 Lynda L. Hascheff,

17 Defendant.


18 MARITAL SETTLEMENT AGREEMENT

19 Attached as Exhibit "1" is the Marital Settlement Agreement entered into by the  
20 parties in the above-entitled matter on September 30, 2013.

21 AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby  
22 affirm that the preceding document does not contain the social security number of any  
23 person.

24 Dated this 30 day of September, 2013.

25 The Law Office of  
26 Todd L. Torvinen, Chtd.

27   
28 Todd L. Torvinen, Esq.  
Attorney for Plaintiff



CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Law Office of Todd L. Torvinen, and that on September 30, 2013, I served a copy of the foregoing document on the parties identified below by using the ECF system which will send a notice of electronic filing to the following:

Shawn B. Meador, Esq.  
Woodburn and Wedge  
6100 Neil Road, Suite 500  
Reno, NV 89511

Jessica J. Fisher

EXHIBIT INDEX

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Exhibit 1      Marital Settlement Agreement

18 pages

EXHIBIT "1"

FILED  
Electronically  
09-30-2013:10:53:17 AM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 4030260

EXHIBIT "1"

## MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement is entered into effective September 1, 2013, between Pierre A. Hascheff (Husband) and Lynda Lee Hascheff (Wife) in order to resolve all issues between them with regard to the dissolution of their marriage. The parties intend this Agreement to be a final and complete settlement of all of their rights and obligations to each other arising out of their marriage, including without limitation, all past and present interspousal claims of any kind that either may have against the other, except as otherwise provided in this Agreement.

Therefore, Husband and Wife agree as follows:

### **RECITALS**

#### **Marriage and Separation**

1. Husband and Wife were married on September 8, 1990 in Reno, Washoe County, Nevada, and have thereafter, been married to each other continuously. They have lived separate and apart since April 12, 2012. The duration of the marriage is 23 years.

#### **Grounds for Divorce**

2. Irreconcilable differences have arisen between Husband and Wife, which have led to an irremediable breakdown of the marriage. There is no possibility of saving the marriage through counseling or other means, and the parties have agreed to the dissolution their marriage.

#### **Children of Marriage**

The parties have no minor children. Wife may claim both children as dependents to the extent she is eligible to do so. Notwithstanding the previous, if wife receives no tax benefit from said dependents, then Husband may claim one or both.

#### **Legal Proceedings**

3. The original of this Agreement shall be filed with the Court. The court will be requested to (i) approve the entire Agreement as fair and equitable; (ii) order each party to comply with all of its executory provisions; and (iii) merge the provisions of the Agreement into the Decree of Divorce. This Agreement is not conditioned upon the merger with or entry of the Decree of Divorce.

## **SPOUSAL SUPPORT**

### **Payments of Spousal Support**

4. Husband shall pay spousal support to Wife in the sum of \$4,400.00 per month for three (3) years until August 30, 2016. Commencing on September 1, 2016, Husband will pay spousal support of \$3,400.00 until he retires. Payments shall be due on or before the first day of the month. The alimony may be readjusted accordingly in the event of changed circumstances. Wife acknowledges the alimony and Wife's PERS survivor benefit is a material consideration and material part of this settlement.

### **Termination of Spousal Support**

5. The payments of spousal support provided in this Agreement, and the court's jurisdiction to order spousal support, shall terminate on the death of either party or on the remarriage of Wife before the above termination date.

### **Modification of Amount of Spousal Support**

6. The amount of the periodic payments of spousal support provided in this Agreement may be modified either upward or downward or terminated by any court in the future on a showing of change of circumstances.

### **Alimony Tax Treatment**

7.1. All payments to or on behalf of Wife for her support, as set forth above, are intended to qualify as alimony under Internal Revenue Code sections 71 and 215, and are to be included in Wife's gross income and deducted by Husband as provided in those Code sections.

7.2. Wife agrees that she shall report as income on her federal and state income tax returns for the year of receipt all sums paid to her, or on her behalf, by Husband under this Agreement, and that she shall pay any resulting taxes due. Wife agrees to indemnify and hold Husband harmless from any federal and state income tax obligation that he may incur by reason of Wife's failure to report as income, and pay the taxes due on, sums paid to her or on her behalf as spousal support under this Agreement.

### **Spousal Support Provisions Contingent on Tax Laws**

8. The parties have agreed on the spousal support provisions of this Agreement in light of the existing federal and state income tax laws, which provide that spousal support is deductible by the payor and taxable to the payee. If the laws are changed so that spousal support payments shall be taxable to the payor and not to payee, the issue of spousal support shall be subject to future negotiation, agreement, or order of court.

### **Notice of Occurrence of Contingencies**

Husband JP Wife W Page 2 of 16

9. Husband and Wife shall each notify the other promptly and in writing of the happening of any contingency that affects the right or duty of either party to receive or make spousal support payments under the terms of this Agreement. Any overpayments of spousal support made by Husband after the occurrence of such a contingency and before receipt of the notice shall immediately be refunded by Wife, or set off against future payments after first applying the overpayments to any support amounts that are in default.

10. Wife acknowledges Husband has no obligation to provide Wife with health insurance coverage. Husband will cooperate with Wife so she may obtain COBRA insurance coverage within sixty (60) days after entry of decree of divorce. Husband will pay one-half (1/2) the cost of the COBRA premium for a period of eighteen (18) months provided, however, if Wife obtains her own coverage through her employment, the COBRA payments shall cease. Husband's payment share of COBRA premium is not considered alimony. Wife acknowledges Husband can no longer carry health insurance on Wife after the divorce. In lieu of COBRA, Wife may obtain her own health insurance policy in the private market or through the exchange offered through the Affordable Care Act (So-Called Obamacare). In the event she does so, the same terms and conditions shall apply as if she had obtained COBRA continuation coverage.

## DIVISION OF PROPERTY

### Division of Community Assets

11. Husband and Wife agree that their community property shall be divided between them as set forth below.

11.1 The parties further agree that this Agreement effects a substantially equal division of their community property. Any equalization is forever waived.

11.2 Riverside Drive office and back house located at 1029 and 1029 1/2 will be sold and the net proceeds less expenses, storage and relocation costs will be shared equally. Each party shall bear one half of the tax consequences as a result of the sale.

11.3 The Wife will receive the Alpine Meadows property and the Pineridge property valued at \$360,000.00 and \$120,000.00 respectively. The property at 120 Juanita Drive, Incline Village, Nevada will be sold. Husband will receive the 2555 Manzanita property valued at \$760,000.00. The Arizona property at 2128 Catamaran will be sold. The parties will jointly agree to the initial and any subsequent changes to the listing price and terms of any sale described above. If the parties are unable to agree on the terms of any sale, the respective realtor will mediate the dispute and if the parties still cannot agree, the Court will decide the issue. The net proceeds of any sales described above, after taxes, storages, other expenses and moving costs will be divided equally. Each party reserves the right to use their one-half (1/2) of the net proceeds in a tax free exchange under IRC 1031.

#### Assets Assigned to Wife

12. Husband releases, transfers, and assigns to Wife, as her sole and separate property, all of his right, title, and interest in and to the assets listed below. Husband further agrees to execute all documents that may be required to establish or confirm Wife's sole ownership of all listed assets as described on Exhibit 1 attached hereto and incorporated by reference.

#### Assets Assigned to Husband

13. Wife releases, transfers, and assigns to Husband, as his sole and separate property, all of her right, title, and interest in and to the assets listed below. Wife further agrees to execute any and all documents that may be required to establish or confirm Husband's sole ownership of any listed asset as described on Exhibit 1 attached hereto and incorporated by reference.

#### Encumbrances and Litigation

14. With regard to all property assigned under this Agreement, except as may otherwise be specifically provided in this Agreement, the assignee spouse assumes all encumbrances and liens on the property and agrees to indemnify and hold the other party free and harmless from any claim or liability that the other party may suffer or may be required to pay because of those encumbrances or liens, including the payment of reasonable attorney fees. Wife and Husband shall refinance their respective properties to remove and release the other from the existing loan and liability within one (1) year.

#### Insurance

15. The Husband's current group term life insurance with Washoe County and the NY Life insurance shall, as of the effective date of this Agreement, remain with Husband as owner and Wife shall receive 100% of the net proceeds of Husband's Washoe County and NY life insurance policy ~~if Husband dies on or before January 1, 2014~~. <sup>PA</sup> Husband has no obligation to maintain the NY Life policy after December 31, 2014. Husband shall be considered the owner of the insurance policy, and shall pay all policy premiums coming due on and after that date, for so long as the policy is maintained in force. Wife acknowledges Husband's Washoe County policy will terminate if Husband is no longer a county employee.

#### Social Security

16. The Parties retain their respective Social Security benefits, including any derivative rights to which they might be entitled by virtue of their marriage to each other, as their separate property pursuant to federal law.

#### Pierre A. Hascheff, Chtd. Profit-Sharing Plan

Husband PA Wife JM Page 4 of 16

17.1. Wife's  $\frac{1}{2}$  interest in the Pierre A. Hascheff, Chtd., Profit-Sharing Plan shall be implemented by a separate Qualified Domestic Relations Order (QDRO). Wife shall have the right to elect to have her interest in the Pierre A. Hascheff, Chtd., Profit-Sharing Plan allocated to a separate account for her (if permitted by the Pierre A. Hascheff, Chtd., Profit-Sharing Plan); or distributed to her directly; or distributed to an IRA or eligible retirement plan of which she is a beneficiary. If Husband predeceases Wife, payment to Wife shall nonetheless be made under the terms of this Agreement. If Wife dies before full payment to her has been made, the amount unpaid shall be distributed to the beneficiary designated in writing by Wife to the plan administrator of the Pierre A. Hascheff, Chtd., Profit-Sharing Plan in the manner prescribed by the plan administrator, or if no beneficiary has been so designated, to Wife's estate.

17.2. Wife shall report, pay, and be responsible for all taxes due on amounts received by her from the Pierre A. Hascheff, Chtd., Profit-Sharing Plan. Under the Internal Revenue Code, the nonparticipant spouse shall be treated as the distributee of any distribution or payment made to her under a QDRO. As such, all amounts distributed to the nonparticipant from the Pierre A. Hascheff, Chtd., Profit-Sharing Plan are otherwise includible in income shall be taxable to the nonparticipant to the extent not rolled over to another qualified plan or Individual Retirement Account. The Wife shall indemnify Husband for any taxes (including interest and penalties, and "tax on the tax", if any) that he may be required to pay to any taxing authority in connection with any plan distribution. The parties agree to cooperate in filing consistent tax returns in connection with distributions received from Pierre A. Hascheff, Chtd., Profit-Sharing Plan. The court shall reserve jurisdiction to resolve any disputes in connection with any tax return. If either spouse should breach his or her reporting or payment obligations, he or she shall indemnify the other spouse for any cost, fee, or other expense (including but not limited to accounting and attorney's fees) incurred by the other spouse in connection with any audit or examination of the other spouse's tax return, relative to accomplishing the tax result described above.

#### Husband's PERS Benefits

18.1. Wife is entitled to, and awarded as her separate property, her community interest in and benefits of Husband's Public Employees' Retirement System Nevada ("PERS" or the "System") to which Husband is or may become entitled on account of his past, present, and future employment.

18.2. Husband will elect a form of benefit that would pay to Wife (in the event of Husband's death during pay status prior to that of Wife), a sum equal to the amount that would be paid to Wife under Option 6 with the specific sum payable to Wife if she survives Husband. The Wife's share of Husband's pension during the parties' joint lives shall be determined under the "wait and see" approach described in the *Gemma* and *Fondli* cases. The option 6 survivors amount payable to the Wife upon the death of the Husband shall be the sum of \$3,200.00 per month, adjusted for any COLA increases which occur after the date of the Husband's retirement. The parties agree to equally bear during their joint lives when Husband is retired, the premium cost (the reduction in the monthly benefit) between option 1 and option 6. By way of example, if Husband's unmodified option 1 benefit is \$8,200 per month, and the option 6 benefit is \$7,000 per month, the premium cost is therefore \$1,200 per month. Upon retirement, for example, if Husband receives 60% of the benefit and Wife receives 40% of the benefit, then without



adjustment Husband would be paying 60% of the \$1,200 premium cost per month (\$720); and Wife would be paying 40% of the \$1,200 premium cost per month (\$480). In order to equally divide the premium cost of \$1,200, 10% of the total premium cost (\$120) would be subtracted from Wife's monthly benefit, and \$120 would be added to Husband's monthly benefit during the joint lives of the parties. In the event Wife predeceases the Husband, the benefits revert to the Husband.

18.3. In the event Husband dies before he retires and before starts receiving PERS benefits, Wife shall receive 100% of any survivor benefits provided Husband dies on or before January 1, 2019. If Husband dies after January 1, 2019, but before he retires, Wife will receive 75% and the children will receive 25% of said benefits to be shared equally by the children. Wife and Husband agree to establish an escrow and/or trust for the children's share of said survivor benefits.

18.4. Husband is awarded the balance of any and all the benefits as his separate property from PERS, whether fixed, accrued, contingent or otherwise.

18.5. During the joint lives of the parties, the System shall directly pay Wife her interest in the monthly retirement allowance.

18.6. Wife understands that she will be entitled to a distribution of retirement benefits under PERS although Husband is not yet retired. Wife acknowledges her right to make a "Gemma election" to obtain an immediate distribution of her interest in these retirement benefits on or after the date when Husband is first eligible to draw a retirement allowance from PERS (irrespective of his decision not to retire). Wife hereby waives her right to make a "Gemma election".

18.7. The Parties will enter into a stipulated Qualified Domestic Relations Order to divide the retirement benefits provided for by the Public Employees' Retirement System Nevada. The court shall retain jurisdiction to resolve any disputes concerning the content of the Qualified Domestic Relations Order or to implement or correct any nonqualifying provision by issuing an amended or subsequent order. Until a Qualified Domestic Relations Order is executed by the parties and qualified by the administrators or the court, Husband shall not make or accept any election, or take any action, under the Public Employees' Retirement System Nevada (nor shall the Plan accept any elections) that might adversely affect Wife's interest in the Plan without Wife's prior written consent or further court order upon ninety (90) days' notice to Wife (which notice may be shortened by the court upon a showing of good cause). Pending the preparation of the above order, the parties intend for this Agreement, when incorporated into a Decree of Divorce, to constitute a Qualified Domestic Relations Order for the Public Employees' Retirement System Nevada (if this becomes necessary). The parties stipulate that to the extent that any provision of this Agreement (when incorporated into a Decree of Divorce) pertaining to qualified plans is not found to constitute a Qualified Domestic Relations Order, the court shall retain jurisdiction to implement or correct any nonqualifying provision by issuing an amended or subsequent Qualified Domestic Relations Order.

Division of Personal Property

Husband PA Wife W Page 6 of 16

18.8. The parties will make a division of all remaining items of furniture, furnishings, and personal property to the extent they can agree. Thereafter, items will be allocated in the following manner. The parties shall flip a coin to determine which party will make the first choice of items. The other party will have the second and third choice of items. The party who made the first choice will have the fourth choice, and all choices after that will alternate between the parties until all items are selected. Selections shall be without regard to value. Parties will retain respective furniture in their residence.

#### **Assets Assigned to Parties' Children**

19. The following assets shall be owned as follows:

19.1 The 2011 Toyota RAV4 by Wife and insured by and paid for by Wife; and

19.2 The 2008 Jeep by Husband and insured by and paid for by Husband.

19.3 To the extent allowed, Wife's car and the daughter's car (RAV4) will remain under the current umbrella policy and Wife will reimburse Husband their respective share of the total premium.

19.4 Any other assets the parties allocated the children as described elsewhere in this Agreement.

The assets agreed to be owned by the children are not a part of the division of community property of the parties. Assets may be transferred to a minor under the Uniform Gifts to Minors Act, as agreed to by the parties.

#### **Allocation of Community Debts**

20. Husband and Wife agree that their community debts and obligations shall be allocated between them as set forth below. The parties further agree that this Agreement effects an equal division of their community debts and obligations.

#### **Debts Assumed by Husband**

21. Each party agrees to assume and pay the debts as disclosed on Exhibit 1. Husband further agrees (1) to indemnify and hold Wife harmless from the above debts, and (2) to defend Wife, at his own expense, against any claim, action, or proceeding that is hereafter brought seeking to hold Wife liable on account of these debts, including the payment of reasonable attorney fees incurred by Wife in defense of any such claim, action, or proceeding. Wife agrees Husband may payoff the Sam's Club debt with the community property funds and Wife will obtain her own Sam's Club account card. Husband will retain the current Sam's Club account. Husband will assume his credit card debt.

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Sub

### Debts Assumed by Wife

22. Each party agrees to assume and pay the debts as disclosed on Exhibit 1. Wife further agrees (1) to indemnify and hold Husband harmless from the above debts, and (2) to defend Husband, at her own expense, against any claim, action, or proceeding that is hereafter brought seeking to hold Husband liable on account of these debts, including the payment of reasonable attorney fees incurred by Husband in defense of any such claim, action, or proceeding. Husband will pay Wife's credit card debt up to \$6,000.00 from the parties joint account in accordance with Exhibit 1. Wife will assume her credit card debt in excess of \$6,000.00.

### Division of Omitted Assets

23. If, after the execution of this Agreement, any asset is discovered to exist that was not listed in and disposed of by this Agreement and that would have been community or quasi-community property of the parties, that omitted asset shall be divided equally between the parties. If, however, the existence of the asset was known to one of the parties at the time of execution of this Agreement, the party with that knowledge shall transfer or pay to the party without knowledge of the asset ("the other party"), at the other party's option, one of the following: (1) if the asset is reasonably susceptible to division, a portion of the asset equal to the other party's interest in it; (2) the fair market value of the other party's interest in the asset on the effective date of this Agreement, plus interest at the legal rate from the effective date to the date of payment; or (3) the fair market value of the other party's interest in the asset on the date on which the other party discovers the existence of the asset, plus interest at the legal rate from the discovery date to the date of payment. This provision will not be deemed to impair the availability of any other remedy arising from nondisclosure of community assets.

### Omitted Community Debts

24. The parties acknowledge that they have provided in this Agreement for the payment of all community debts of which each is aware. Any debt, claim, or obligation (including the cost of defending against it) not provided for in this Agreement and unknown by the parties at the time of the preparation of this Agreement, will be deemed a joint community obligation as long as the debt, claim, or obligation arose from the conduct of both parties, or from the conduct of one party and the marital community benefitted from that conduct, occurring during the marriage but before the effective date of this Agreement. If, however, an omitted claim, debt, or obligation arose from the conduct of only one party and the community did not benefit from it, then that claim, debt or obligation will be the sole and separate obligation of that party. This provision will not be deemed to impair the availability of any other remedy arising from nondisclosure of community debts.

### Reimbursement and Equalizing Payment

25.1 To equalize the division of the parties' community assets and obligations, Husband agrees to pay Wife the \$82,000.00 equalization payment although the equalization payment shown on

Husband PH Wife PH Page 8 of 16

Exhibit 1 is \$80,697.00. Said equalization payment shall be paid from the net proceeds from the sale of the Incline property provided, however, if the Incline property is not sold within one (1) year of the property's listing date, then Husband will pay Wife the sum of \$82,000.00 equalization payment within ninety (90) days after the expiration of said one (1) year period.

#### **Waivers Regarding Future Earnings and Acquisitions**

26. The parties agree and acknowledge that all income, earnings, or other property received or acquired by Husband or Wife on or after September 4, 2013, the date of this agreement, is the sole and separate property of the receiving or acquiring party. Each party does forever waive, release, and relinquish all right, title, and interest in all income, earnings, or other property so received or acquired by the other.

#### **Revocation of Trust**

27. The parties have previously created the Pierre and Lynda Hascheff Revocable Trust, dated May 17, 2005, naming Husband and Wife as Trustees. The parties now revoke the Pierre and Lynda Hascheff Revocable Trust and agree that the remaining trust property shall be distributed one-half (1/2) to each according to the terms of this Agreement.

#### **Post-Separation Debts**

28. The parties agree that every debt incurred by either party after September 4, 2013, shall be the obligation of the party incurring the debt. The parties further agree that the party incurring a debt after that date shall (1) indemnify and hold the other party harmless from the debt, and (2) defend, at his or her own expense, the other party against any claim, action, or proceeding that is brought seeking to hold the other party liable on account of the debt, including the payment of reasonable attorney's fees incurred by the other party in defending against any such alleged liability.

#### **Warranty of Disclosure of Assets and Debts**

29. Each party warrants to the other that (1) all community assets and debts of which he or she has any knowledge have been addressed in this Agreement, (2) that he or she is not possessed of or entitled to any community assets of any kind or description that have not been disposed of by this Agreement, and (3) that he or she has not incurred any community debts or obligations other than those disposed of by this Agreement.

#### **Warranty Against Additional Debts**

30. Each party warrants to the other that he or she has not incurred, and will not incur, any debt as to which the other is, or may become, liable, other than those debts addressed in this Agreement.

#### **PAYMENT OF TAXES**

### Joint Income Tax Returns

31.1. The parties shall file joint federal income tax return for the calendar year ending December 31, 2012.

31.2. Husband shall be responsible for the preparation of the joint tax return. Wife shall cooperate with Husband in the preparation of the joint tax return by providing all information necessary to prepare the joint return (including but not limited to, W-2 forms from all employers, statements of income from any source other than employment, interest from bank accounts, itemized deductions, and tax credits). This information shall be provided no later than thirty days before the deadline date for filing the return with the Internal Revenue Service.

31.3. Husband shall send the completed returns to Wife for approval and signature at least fifteen days before the deadline date for filing the return with the Internal Revenue Service. If the tax return as prepared are not acceptable to Wife, Wife shall notify Husband of her objections within ten days before the filing deadline.

31.4. Should either party fail to cooperate in the preparation and filing of the joint return, that party shall pay any additional tax liability, late penalties, interest, attorney's or accountants' fees, and any other fees or costs incurred as a result of the failure to cooperate.

31.5. Husband shall pay all expenses incurred in the preparation and filing of the joint return.

31.6. Husband and Wife shall equally pay all amounts owing, if any, in connection with the joint income tax return filed under this Agreement

31.7. If either party fails to comply with the provisions of the paragraphs above, that party shall indemnify the other party for, and hold the other party harmless from, any increased tax liability, late penalties, interest, attorney's fees, accountant's fees, and any other fees or costs incurred by or assessed against the other party as a result of the first party's failure to comply.

### Payment of Tax Deficiencies

32.1. Husband and Wife shall be equally responsible for paying all taxes, assessments, liabilities, deficiencies, penalties, interest, and expenses (including, but not limited to, accounting and legal fees) to any federal, state, or local taxing authorities arising out of any review of the parties' personal income tax returns for any period for which the parties filed joint returns.

32.2. Each party shall forward to the other party a copy of any tax deficiency notice or other correspondence or documentation received from any federal, state, or local taxing authority relating to any joint income tax returns. Each party agrees to cooperate fully with the other and to execute any document reasonably requested by the other, and to furnish information and testimony with respect to any tax liability asserted by taxing authorities on any joint return.

32.3. After the Divorce, each party shall be responsible for their own taxes, interest penalties and expenses.

Husband PIA Wife JR Page 10 of 16

### **Allocation of Tax Refund**

33. Any tax refund received in connection with any joint income tax return filed by the parties shall be divided equally between the parties.

### **COSTS AND ATTORNEY FEES**

#### **Payment of Attorney Fees and Costs**

34. Each party shall be solely responsible for his or her own attorney fees and costs incurred in connection with the negotiation, preparation, and execution of this Agreement and in connection with any proceeding for Dissolution of Marriage that may be commenced by either party. Neither party shall be liable to the other party for any of the other party's attorney fees or costs.

#### **Payment of Future Attorney Fees and Costs to Prevailing Party**

35.1. If either party to this Agreement brings an action or proceeding to enforce any provision of this Agreement, or to enforce any judgment or order made by a court in connection with this Agreement, the prevailing party in that action or proceeding shall be entitled to reasonable attorney fees and other reasonably necessary costs from the other party.

35.2. A party intending to bring an action or proceeding to enforce this Agreement shall not be entitled to recover attorney fees and costs under this provision unless he or she first gives the other party at least 10 written notice before filing the action or proceeding. The written notice shall specify (1) whether the subsequent action or proceeding is to enforce the original terms of the Agreement; (2) the reasons why the moving party believes the subsequent action or proceeding is necessary; (3) whether there is any action that the other party may take to avoid the necessity for the subsequent action or proceeding; and (4) a period of time within which the other party may avoid the action or proceeding by taking the specified action. The first party shall not be entitled to attorney fees and costs if the other party takes the specified action within the time specified in the notice.

### **GENERAL PROVISIONS**

#### **Representation by Counsel**

36.1. Husband has been represented in the negotiation and preparation of this Agreement by his attorney of record Todd L. Torvinen, Esq., Esq. Wife has been represented in the negotiation and preparation of this Agreement by her attorney of record Shawn B. Meador. This Agreement was prepared by Husband's attorney. However, the rule of construction that ambiguities are to be construed in favor of the nondrafting party shall not be employed in the construction of this Agreement.

### Execution of Instruments and Further Assurances

37. Husband and Wife shall each execute and deliver promptly on request to the other any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary or proper to carry out their obligations under this Agreement. If either party fails or refuses to comply with the requirements of this paragraph in a timely manner, that party shall reimburse the other party for all expenses, including attorney fees and costs, incurred as a result of that failure, and shall indemnify the other for any loss or liability incurred as a result of the breach. Further, in case of a breach of the duties imposed by this paragraph, the court may, on ex parte application, order the county clerk to execute any document or other paper on behalf of the breaching party.

### Release of All Claims

38. Except for the obligations contained in or expressly arising out of this Agreement, each party releases the other from all interspousal obligations, and all claims to the property of the other or otherwise. This release extends to all claims based on rights that have accrued before or during marriage, including, but not limited to, property and support claims and claims sounding in tort except Wife's obligation to defend and indemnify Husband for any malpractice claims.

### Waiver of Rights on Death

39. Each party waives all right to inherit in the estate of the other party on his or her death, whether by testamentary disposition or intestacy, except under the terms of a will executed after the effective date of this Agreement. Each party further waives the right to claim a family allowance or probate homestead, or to act as personal representative of the estate of the other unless nominated by another person legally entitled to the right.

### Indemnity and Hold Harmless

40. Except for the obligations contained in or expressly arising out of this Agreement, each party warrants to the other that he or she has not incurred, and shall not incur, any liability or obligation for which the other party is, or may be, liable. Except as may be expressly provided in this Agreement, if any claim, action, or proceeding, whether or not well founded, shall later be brought seeking to hold one party liable on account of any alleged debt, liability, act, or omission of the other, the warranting party shall, at his or her sole expense, defend the other against the claim, action, or proceeding. The warranting party shall also indemnify the other and hold him or her harmless against any loss or liability that he or she may incur as a result of the claim, action, or proceeding, including attorney fees, costs, and expenses incurred in defending or responding to any such action. In the event Husband is sued for malpractice, Wife agrees to defend and indemnify Husband for one half (1/2) the costs of any defense and judgment. Husband may purchase tail coverages of which Wife shall pay one half (1/2) of such costs.

### Agreement Entered Into Voluntarily

Husband PA Wife W Page 12 of 16

41. Husband and Wife represent that each, respectively:

- a. Is fully and completely informed as to the facts relating to the subject matter of this Agreement, and as to the rights and obligations of both parties;
- b. Has entered into this Agreement freely and voluntarily, without any coercion, undue influence, duress, or threat from any person;
- c. Has carefully read each provision of this Agreement; and
- d. Fully and completely understands each provision of the Agreement.

Each party acknowledges that this Agreement is fair and equitable to both parties.

#### **Modification and Revocation**

42. Except as otherwise provided in this Agreement, the terms of this Agreement may be modified or revoked only by a writing signed by Husband and Wife that expressly refers to this Agreement. The parties understand that this limitation is subject to the power of a court to modify any provisions or orders at any time concerning the custody, visitation, and support of their children.

#### **Effect of Reconciliation**

43. If after the effective date of this Agreement, as set forth in Paragraph 44, but before entry of any order or judgment of the court based on it, Husband and Wife acknowledge and agree in writing that their marriage has been restored and that they have mutually rescinded their intent to Dissolution of Marriage, the executory provisions of this Agreement are to remain in force unless revoked or modified.

#### **Effective Date**

44. The effective date of this Agreement shall be the date on which it is last executed by either party, as set forth below.

#### **Entire Agreement**

45. This Agreement constitutes the entire agreement of Husband and Wife concerning the settlement of their respective rights and obligations arising out of their marriage. It is a full and final settlement of all of those rights and obligations, including spousal support, property rights, liabilities, and other interspousal claims that either may have against the other. This Agreement supersedes any and all other agreements, oral or written, entered into between the parties before the effective date of this Agreement concerning their respective rights and obligations arising out



of their marriage. There are no enforceable representations or warranties other than those set forth in this Agreement.

#### **Parties Bound**

46. Except as otherwise expressly provided, this Agreement shall be binding on, and shall inure to the benefit of, the respective beneficiaries, legatees, devisees, heirs, representatives, executors, administrators, assigns, and successors in interest of Husband and Wife.

#### **Effect of Partial Invalidity**

If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, that provision shall be deemed to be struck from the Agreement and the remainder of the Agreement shall be unaffected and shall remain in full force and effect.

#### **Waiver of Breach**

47. No waiver of any breach of this Agreement or default under it shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No waiver of any rights under this Agreement shall be deemed to be a waiver for all time of those rights, but shall be considered only as to the specific events surrounding that waiver.

#### **Paragraph Titles and Interpretation**

48. Paragraph titles have been used throughout this Agreement for convenience and reference only. They are not intended to set forth substantive provisions, and shall not be used in any manner whatsoever in the interpretation of the Agreement.

#### **Governing Law**

49. This Agreement has been drafted, and shall be executed, entirely within the State of Nevada and shall be governed by and interpreted and enforced under the law of the State of Nevada as that law stands on the effective date of the Agreement. Interpretation shall not be affected by any changes in that law after that date. The parties understand, however, that child custody and child support orders are subject to state and federal laws that determine and limit state court jurisdiction to make and modify these orders, and do not, by this provision, intend to affect the application of those laws.

#### **Advice Regarding Future Property Rights**

50. The parties acknowledge that they have been advised to review their wills, insurance policies, retirement benefit plans, credit cards and other credit accounts and reports, and other matters that they may want to change in view of their dissolution of marriage. The parties

Husband PA Wife W Page 14 of 16

further acknowledge that they have been advised to review all property rights and employment benefits that have survivorship or inheritance features, such as life insurance policies, pensions, inter vivos trusts, joint tenancies in real and personal property, and bank accounts, to ensure that their present intentions are accurately expressed in the governing instruments.

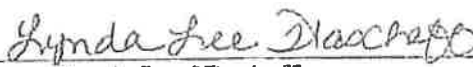
Each undersigned party agrees to the terms and conditions of this Agreement, effective as of the date the last party signs.

DATED this 30 day of Sept, 2013.



Pierre A. Hascheff

DATED this 30<sup>th</sup> day of Sept, 2013:

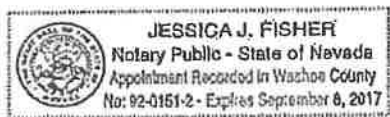


Lynda Lee Hascheff

ACKNOWLEDGMENTS

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF WASHOE    )

On this 30<sup>th</sup> day of Sept., 2013, personally appeared before me, a Notary Public, PIERRE A. HASCHEFF, personally known (or proved) to me to be the person whose name is subscribed to the above *Marital Settlement Agreement*, who acknowledged that he executed the *Marital Settlement Agreement*.



Jessica J. Fisher  
Notary Public

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF WASHOE    )

On this 25 day of Sept., 2013, personally appeared before me, a Notary Public, LYNDA LEE HASCHEFF, personally known (or proved) to me to be the person whose name is subscribed to the above *Marital Settlement Agreement*, who acknowledged that she executed the *Marital Settlement Agreement*.



Victoria M. Sayer  
Notary Public

Husband PA      Wife LL      Page 16 of 16

Section 7: Asset and debt Chart

		COMMUNITY			SEPARATE	
		TOTAL	HUSBAND	WIFE	HUSBAND	WIFE
	<b>ASSETS:</b>					
	<b>CASH:</b>					
1	PAH Chtd Checking US Bank (1596)	6,400	3,200	3,200		
2	PAH Savings US Bank (6551) & (3704)	34,000	17,000	17,000		
3	Riverside LLC US Bank (office) (3825)	4,000	2,000	2,000		
4	PAH LLC US Bank(Az house) (8156)	4,400	2,200	2,200		
5	PAH Justice Ct US Bank(6859)	434	217	217		
6	Revocable Trust US Bank (7113) & 9696	210,000	105,000	105,000		
7	Revocable Trust US Bank (9274) & 4371	18,000	9,000	9,000		
8	Lynda checking US Bank	3,000	1,500	1,500		
9	<b>Subtotal</b>	<b>280,234</b>	<b>140,117</b>	<b>140,117</b>	<b>0</b>	<b>0</b>
10	<b>INVESTMENTS:</b>					
11	LPL Financial (stock account) 3439	161,773	80,886	80,887		
12	<b>Subtotal</b>	<b>161,773</b>	<b>80,886</b>	<b>80,887</b>	<b>0</b>	<b>0</b>
13	<b>RECEIVABLES &amp; DEPOSITS:</b>					
14	Acct Rec. (office)	5,000	2,500	2,500		
15	<b>Subtotal</b>	<b>5,000</b>	<b>2,500</b>	<b>2,500</b>	<b>0</b>	<b>0</b>
16	<b>REAL PROPERTY:</b>					
17	Incline Condo	560,000	280,000	280,000		
18	6236 Alpine	360,000	0	360,000		
19	905 Pineridge	120,000	0	120,000		
20	1029 Riverside (less sell exp)	500,000	250,000	250,000		
21	2555 Manzanita	760,000	760,000	0		
22	Arizona	520,000	260,000	260,000		
23	Cancun Timeshare	0	0			
24	<b>Subtotal</b>	<b>2,820,000</b>	<b>1,550,000</b>	<b>1,270,000</b>		<b>0</b>
25	<b>AUTOS &amp; RECREATIONAL VEHICLES:</b> Provide make, model, mileage, and vehicle identification number.					
26	2013 Jeep Cherokee	34,000	34,000			
27	2011 RAV 4	20,000	10,000	10,000		
28	2008 Jeep Liberty	12,000	6,000	6,000		
29	2006 Lexus RX330	18,000		18,000		
30	<b>Subtotal</b>	<b>84,000</b>	<b>50,000</b>	<b>34,000</b>	<b>0</b>	<b>0</b>
31	<b>PERSONAL PROPERTY:</b>					
32	Furniture "H" Manzanita	30,000	15,000	15,000		
33	Furniture "W" Alpine	26,000	13,000	13,000		
34	Football & Baseball Tickets	3,000	1,500	1,500		
35	<b>Subtotal</b>	<b>59,000</b>	<b>29,500</b>	<b>29,500</b>	<b>0</b>	<b>0</b>
36	<b>RETIREMENT ACCOUNTS:</b>					
37	ICMA (457 Plan)	11,818	5,805	5,805		
38	PAH Profit Sharing	325,478	164,239	164,239		
39	Lynda IRA	24,720	0	24,720		
40	Pierre IRA	20,114	20,114			
41	TRUSTS (see 2 to 10 and 2005-2006)					
42	<b>Subtotal</b>	<b>384,922</b>	<b>190,158</b>	<b>194,764</b>	<b>0</b>	<b>0</b>
43						
44	<b>TOTAL ASSETS</b>	<b>3,794,926</b>	<b>2,040,161</b>	<b>1,754,768</b>	<b>0</b>	<b>0</b>
45						

Section 7: Asset and debt Chart

		COMMUNITY			SEPARATE	
		TOTAL	HUSBAND	WIFE	HUSBAND	WIFE
46	DEBT					
47	Mortgages, notes & deeds of trust. (Indicate if debt is secured by particular asset above)					
48	Chase (Manzanita)	390,000	390,000	0		
49	Quicken Loan (Alpine)	265,000	0	265,000		
50						
51	Subtotal	655,000	390,000	265,000	0	0
52	Charge Accounts, Credit Cards, medical debts					
53	Chase Card (W)	6,000	3,000	3,000		
54	AMEX (Bus/Office)	5,000	5,000			
55	Visa	0				
56	Mastercard	0				
57	Sam's Club	3,600	1,800	1,800		
58						
59						
60						
61	Subtotal	14,600	9,800	4,800	0	0
62	TOTAL DEBT (add lines 23 and 26)	668,600	399,800	269,800	0	0
63	NET WORTH (TOTAL ASSETS, line 32 MINUS TOTAL DEBT, line 49)	\$3,126,329	\$1,643,361	\$1,481,968	\$0	\$0
	Equalization		(\$80,697)	\$80,697		
	Equalized		\$1,562,664	\$1,562,665		

1 Code: 1540  
2 Todd L. Torvinen, Esq.  
3 Nevada Bar No. 3175  
4 232 Court Street  
5 Reno, NV 89501  
6 (775) 825-6066  
7 Attorney for Pierre A. Hascheff

8 **IN THE FAMILY DIVISION**  
9 **OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
10 **IN AND FOR THE COUNTY OF WASHOE**

11 \*\*\*\*\*

12 **PIERRE A. HASCHEFF,**  
13 **Plaintiff,**

Case No: DV13-00656

Dept No: 12

14 -VS-

15 **LYNDA L. HASCHEFF,**  
16 **Defendant.**

17 **FINDINGS OF FACT, CONCLUSIONS OF LAW**  
18 **AND DECREE OF DIVORCE**

19  
20 THIS MATTER having come before the Court pursuant to the Complaint for  
21 Divorce, the Court finding that all issues have been resolved pursuant to the Marital  
22 Settlement Agreement filed separately; the Court having before it the Affidavit of Resident  
23 Witness; for such good cause appearing, this Court now finds and concludes as follows:

24 **FINDINGS OF FACT**

25 Residency: That Plaintiff, Pierre A. Hascheff, for more than six (6) weeks  
26 immediately preceding the commencement of this action has been an actual and bona fide  
27 resident of the State of Nevada and has been actually and physically present and  
28

1 domiciled in the State during all of such time with the intention to make the State of  
2 Nevada his residence and domicile.

3 Date and place of marriage: That the Plaintiff, Pierre A. Hascheff, and the  
4 Defendant, Lynda L. Hascheff, were married in Reno, Nevada, on September 8, 1990,  
5 and ever since that date have been and now are Husband and Wife.

6 Children: There are no minor children, and the Wife is not now pregnant to her  
7 knowledge.

8 Grounds for Divorce: Petitioners allege and state they are incompatible in  
9 marriage. There is no possibility for a reconciliation.

10 Maiden Name: That the Wife does not wish to return to her maiden name at this  
11 time, but reserves the right to do so.

#### 12 CONCLUSIONS OF LAW

13 From the foregoing facts, the Court makes its Conclusions of Law as follows:

14 1. The Court has jurisdiction over the subject matter and the parties and the  
15 parties are entitled to an absolute and final Decree of Divorce from each other on the  
16 grounds of incompatibility.

17 2. The Marital Settlement Agreement, filed separately on September 30, 2013,  
18 settles all property, debt and support rights of the parties and all claims of each of them  
19 against the other. The Agreement is fair, just and equitable and should be ratified,  
20 approved and adopted by this Court and merged and incorporated by reference into the  
21 Decree of Divorce entered by this Court and the parties ordered to comply with same.

#### 22 DECREE OF DIVORCE

23 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

24 1. The parties are granted a Decree of Divorce final and absolute in form and  
25 effect, from the bonds of matrimony now existing between them and restoring the parties  
26 to the status of unmarried persons.

27 2. The Marital Settlement Agreement of the parties, dated September 30, 2013,  
28 which is filed separately, is ratified, approved and adopted and is merged and incorporated


1 by reference into this Decree of Divorce and the parties are ordered to comply with the  
2 terms set forth in such document.

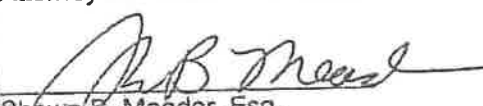
3 THIS IS A FINAL DECREE.

4 Dated this 15<sup>th</sup> day of November, 2013.

5  
6   
DISTRICT JUDGE  
7  
8

9 APPROVED AS TO FORM AND CONTENT BY:

10   
11 Todd L. Torvinen, Esq.  
12 Attorney for Pierre A. Hascheff

13   
14 Shawn B. Meador, Esq.  
15 Attorney for Lynda L. Hascheff  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 SHAWN B MEADOR  
2 NEVADA BAR NO. 338  
3 WOODBURN AND WEDGE  
4 6100 Neil Road, Suite 500  
5 Post Office Box 2311  
6 Reno, Nevada 89505  
7 Telephone: (775) 688-3000  
8 Facsimile: (775) 688-3088  
9 smeador@woodburnandwedge.com

10  
11 IN THE FAMILY DIVISION  
12  
13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
14  
15 IN AND FOR THE COUNTY OF WASHOE

16  
17 PIERRE A. HASCHEFF ,

18 Plaintiff,

19 v.

20 LYNDIA L. HASCHEFF ,

21 Defendant .

CASE NO. DV13-00656

DEPT. NO. 12

22  
23 MOTION FOR CLARIFICATION OR DECLARATORY RELIEF REGARDING  
24 TERMS OF MSA AND DECREE  
25

26 Defendant, Lynda Hascheff (hereafter "Ms. Hascheff"), moves this Court for an Order  
27 clarifying, interpreting and construing an indemnity clause in the Parties' Marital Settlement  
Agreement dated September 1, 2013, that was approved, adopted, merged and incorporated  
into the Parties' Decree of Divorce entered on November 15, 2013. This Motion is brought  
pursuant to the Court's inherent power to construe and enforce its Decrees and is supported by  
the accompanying memorandum of points and authorities.

DATED this 15 day of June, 2020.

By:  
Shawn B Meador

POINTS AND AUTHORITIES

I. THERE IS A DISPUTE REGARDING THE PARTIES' RESPECTIVE RIGHTS AND OBLIGATIONS PURSUANT TO THEIR MARITAL SETTLEMENT AGREEMENT

A. Introduction

On January 15, 2020, Judge Hascheff sent his former wife, Lynda Hascheff, an undated letter demanding that she indemnify him for legal fees and costs he insisted he was incurring in an "on-going" malpractice action against him. See, Judge Hascheff's letter and accompanying summary invoice, true and correct copies of which are attached as Exhibit 1 hereto.

Section 40 of the Parties Marital Settlement Agreement ("MSA") dated September 1, 2013, that was incorporated and merged into their Decree of Divorce, entered on November 15, 2013, states:

**In the event Husband is sued for malpractice, Wife agrees to defend and indemnify Husband for one half (1/2) the costs of any defense and judgment.**

After first attempting to resolve the issue on her own and with family assistance, and then retaining counsel, Ms. Hascheff ultimately discovered that the legal fees and costs at issue were not, in fact, incurred in an "on-going" malpractice action as Judge Hascheff falsely claimed. At the time he told her the malpractice action was "on-going" and he would be sending her "any additional invoices," the malpractice action had, in fact, been stayed and no fees or costs were being incurred in that action. To the contrary, the fees and costs for which Judge Hascheff sought indemnity were incurred in connection with Judge Hascheff's role as a percipient witness in a lawsuit to which he was not a named party.

The indemnity language quoted above, by its clear, express, and unambiguous terms, does not require Ms. Hascheff to finance Judge Hascheff's legal fees and costs he elected to incur as a percipient witness. Judge Hascheff now insists that it was "reasonable" or

1 "prudent" for him to have counsel to protect his interests as a percipient witness even though  
2 no malpractice action had been filed. However, he did not have the right to make that  
3 decision for Ms. Hascheff, and then demand that she finance his decision, without fully  
4 advising her of the circumstances and gaining her agreement and consent in advance.

5  
6 B. Procedural History

7 On July 31, 2018, a year and a half before he notified Ms. Hascheff of the malpractice  
8 claim, Judge Hascheff was subpoenaed for his deposition in a lawsuit regarding an estate plan  
9 (hereafter, the "Jaksick Action"). Judge Hascheff was not a party to the Jaksick Action. No  
10 malpractice action had been filed (or even threatened to counsel's knowledge). He later  
11 testified as a percipient witness at trial of the Jaksick Action. Essentially all of the fees Judge  
12 Hascheff now insists his former wife must pay were not incurred in the malpractice action,  
13 but rather arise out of Judge Hascheff's decision to retain a personal lawyer to protect him in  
14 his role as a percipient witness in the Jaksick Action.

15  
16 There can be no doubt the lawyer Judge Hascheff retained represented him personally  
17 and did not represent the community estate or the parties' jointly. Judge Hascheff's lawyer  
18 has provided a sworn declaration in which he states that the fees and costs were incurred "to  
19 protect [Judge] Hascheff's interests." See, Declaration of Todd R. Alexander, Esq., a true and  
20 correct copy of which is attached as Exhibit 2, at paragraphs 1 and 7.

21 Judge Hascheff and his lawyer further insist that his lawyer's file, their discussions,  
22 and the advice Judge Hascheff received from his lawyer, are protected by the attorney client  
23 privilege, and thus, will not be disclosed to Ms. Hascheff. Id. at para. 10 and 11. The extent  
24 to which Judge Hascheff's lawyer is prepared to go to protect Judge Hascheff's interests is  
25 reflected in para. 12 of his declaration. He insists that the preparation of his declaration to  
26 assist Judge Hascheff in seeking indemnity from Ms. Hascheff "is related to the malpractice  
27 action and will be billed accordingly." Id. at para. 12.

1 Judge Hascheff's counsel may certainly bill his client in any manner he deems  
2 appropriate. That, however, does not make the time he devoted to assisting Judge Hascheff in  
3 his efforts to obtain indemnity from his former wife, a defense of the malpractice claim for  
4 which Ms. Hascheff would be responsible pursuant to the indemnity clause quoted above.  
5 The indemnity clause requires Ms. Hascheff to indemnify Judge Hascheff for the defense of  
6 the malpractice action; not for legal fees that he or his counsel claim are "related" to that  
7 action. Neither Judge Hascheff nor his lawyer may rewrite the contract.

8  
9 Judge Hascheff's lawyer now claims that he could tell from the July 2018 subpoena  
10 that a malpractice claim was forthcoming. Id. at paragraphs 3 and 4. If true, Judge Hascheff  
11 had a fiduciary obligation to notify Ms. Hascheff of his potential liability and his indemnity  
12 claim against her. In breach of his fiduciary duty, he did not notify her of the subpoena or of  
13 any concerns he may have had that his file and testimony could result in a viable malpractice  
14 action against him.

15  
16 Judge Hascheff either believed that the production of his file and his testimony about  
17 his legal work would disclose facts that would support a viable malpractice claim against him,  
18 or not.<sup>1</sup> If he feared his testimony and documents would implicate him, and create a risk of  
19 liability for which he would seek indemnity, he had a fiduciary duty to notify his former wife  
20 of the potential claim and her potential risk and liability. He chose not to notify her.

21 On December 26, 2018, Judge Hascheff was sued for malpractice by his former client,  
22 Todd Jaksick, individually and as trustee of two trusts. A true and correct copy of the  
23 malpractice complaint is attached as Exhibit 3 hereto.

24  
25 Once again, notwithstanding her potential financial risk pursuant to the indemnity  
26 clause, Judge Hascheff made the deliberate decision not to notify his former wife about the

27  
<sup>1</sup> Judge Hascheff, of course, would have a legal obligation to produce his file and to testify honestly, regardless of whether he retained personal counsel to protect him. This remedy, if counsel would not change the contents of facts or documents, is not available.

1 complaint. Rather, he waited for over a year, until January 15, 2020, to inform her. When he  
2 finally notified her of the complaint, he did so in an incomplete and misleading way by  
3 insisting that the malpractice action was "on-going" and that the fees he demanded she pay  
4 were incurred in defending that malpractice action. His claims were misleading at best.

5  
6 Immediately after the malpractice action was filed, Judge Hascheff and his former  
7 client entered an agreement to stay the malpractice action until the Jaksick Action was  
8 resolved. Thus, nothing in the malpractice suit was actively "on-going" and essentially no  
9 fees or costs were incurred in defending the malpractice lawsuit. Ms. Hascheff has incurred  
10 substantial legal fees simply trying to find out what fees were incurred in the malpractice  
11 action as opposed to those incurred by Judge Hascheff as a percipient witness in the Jaksick  
12 Action.

13  
14 The indemnity clause at issue does not require Ms. Hascheff to finance Judge  
15 Hascheff's litigation choices as a percipient witness in a lawsuit to which he was not a party.  
16 If Judge Hascheff believed he had done something wrong and was at risk of liability, so that it  
17 would be "helpful" or "prudent" for him to have counsel to assist him as a percipient witness,  
18 and that his former wife should share in that financial burden, at a bare minimum he had an  
19 obligation to consult with her before incurring the expenses. She should have been advised of  
20 the underlying facts, the litigation risks and why retention of counsel would be appropriate so  
21 that she could make an informed decision about whether to share in the cost of Judge  
22 Hascheff retaining personal counsel to protect his interests. That did not happen.

23  
24 C. Judge Hascheff's Misleading Demand for Indemnity

25 On January 15, 2020, after he had been incurring fees for a year and a half, Judge  
26 Hascheff first notified Ms. Hascheff of the malpractice lawsuit and demanded that she pay  
27 half of the alleged fees and expenses he incurred, ostensibly in defense of that lawsuit. See  
28 Exhibit 1. In his demand, he did not notify her about or provide her with a copy of the July

1 2018 subpoena. He did not provide her with a copy of the complaint in the malpractice  
2 lawsuit. He did not provide her with itemized bills from his lawyer showing what work his  
3 lawyer did on his behalf. He did not provide her with a copy of the stipulation to stay the  
4 malpractice action. He did not tell her that he had incurred fees for months before the  
5 malpractice suit was even filed. He did not provide her with any information about the  
6 underlying facts and whether he believed there was a viable malpractice claim against him.  
7

8         Rather, Judge Hascheff's letter claims the fees were incurred in the "on-going"  
9 malpractice action – as if, in effect, he had filed an answer and engaged in discovery and other  
10 pre-trial litigation regarding that lawsuit. Nothing in the letter reflects that the fees were  
11 incurred for his personal lawyer to give him advice about his role as a percipient witness in  
12 the Jaksick Action. He simply insisted that she owed him \$5,200.90. The only payment  
13 reflected on the bill itself, as opposed to his handwritten notes, is a single payment of \$1,000.  
14

15         Since that date, Ms. Hascheff has been forced to incur thousands of dollars in legal  
16 fees in her attempt to obtain basic information from Judge Hascheff about the underlying facts  
17 and circumstances. See, Email correspondence between Ms. Hascheff's counsel and Judge  
18 Hascheff dated March 1, 2 and 3, 2020. True and correct copies of the email exchanges are  
19 attached as Exhibit 4 hereto.

20         In his email of March 1, 2020, Judge Hascheff claimed the sum due from his former  
21 wife was \$4,675.90 rather than the \$5,200.90 previously demanded. He falsely claimed that  
22 he had provided all necessary information. He had not.

23         Judge Hascheff did not respond to counsel's email of March 3, 2020, until April 20.  
24 2020. In that email, Judge Hascheff insisted that he had retained counsel to represent him in  
25 his efforts to force Ms. Hascheff to pay half of the fees he insisted she owed. See, Email from  
26 Judge Hascheff dated April 20, 2020, a true and correct copy of which is attached as Exhibit 5  
27 hereto. Given Judge Hascheff's representation by counsel, Ms. Hascheff's counsel responded

1 to his lawyer. See, Email from counsel dated April 20, 2020. A true and correct copy of  
2 counsel's email of April 20 is attached as Exhibit 6 hereto.

3 Judge Hascheff's counsel did not respond to counsel's email of April 20th until May  
4 29, 2020. See, Letter from T. Torvinen dated May 29, 2020, a true and correct copy of which  
5 is attached as Exhibit 7. That letter repeated Judge Hascheff's claims and demands but did  
6 not address the issues and concerns raised in counsel's email of April 20<sup>th</sup>.

7  
8 Counsel responded to the May 29<sup>th</sup> letter from Judge Hascheff's lawyer on June 2,  
9 2020. See, Counsel's letter of June 2, 2020, a true and correct copy of which is attached as  
10 Exhibit 8 hereto. Notwithstanding Ms. Hascheff's efforts to resolve this matter without  
11 litigation and yet more legal fees, Counsel has not received a response to the June 2<sup>nd</sup> letter.  
12 Counsel has recently requested additional information relevant to this matter. See, Counsel's  
13 letter dated June 11, 2020, a true and correct copy of which is attached as Exhibit 9 hereto.  
14 To date, no response has been forthcoming.<sup>2</sup>

15  
16 II. JUDGE HASCHEFF DID NOT INCUR THE FEES FOR  
17 WHICH HE DEMANDS PAYMENT IN THE MALPRACTICE  
18 ACTION AND IS ESTOPPED FROM SEEKING INDEMNITY

19 The MSA does not authorize Judge Hascheff to keep the malpractice claim a secret  
20 from his former wife. Nor does it authorize him to retain personal counsel to protect him in  
21 his role as a percipient witness. It does not authorize him to make unilateral decisions about  
22 how the claim should be addressed but then, over a year later, demand that Ms. Hascheff  
23 indemnify him for half of the costs of his unilateral litigation choices.

24 Their interests are not identical. As an elected official, for example, Judge Hascheff  
25 may have reputational issues and concerns he was motivated to protect. Ms. Hascheff would

26  
27 <sup>2</sup> Counsel concedes that Judge Hascheff's counsel has had limited time to respond to this correspondence. Ms.  
Hascheff's position, however, is that Judge Hascheff has an obligation to voluntarily provide this information  
without being asked.

1 have no similar concerns about his reputation and would not be interested in paying his  
2 personal lawyer's legal fees to obtain such advice and protection.

3 In every contract in Nevada there is an implied covenant of good faith and fair  
4 dealing. Hilton Hotels, Corp. v. Butch Lewis Productions, Inc., 107 Nev. 226, 808 P.2d 919  
5 (1991). Judge Hascheff's decisions are not consistent with his obligation to act in good faith  
6 and treat his former wife fairly. He ignored her entirely and made whatever decisions he  
7 deemed appropriate.

8  
9 At a minimum, if the language of the MSA could otherwise reasonably be interpreted  
10 to require Ms. Hascheff to pay these fees, Judge Hascheff should be equitably estopped from  
11 asserting such a claim based on his breach of fiduciary duty and his breach of the covenant of  
12 good faith and fair dealing. See, e.g., NGA No. 2 Ltd. Liability Co. v. Rains, 113 Nev. 1151,  
13 946 P.2d 163 (1997); Vancheri v. GNLV, Corp., 105 Nev. 417, 777 P.2d 366 (1989); Pink v.  
14 Busch, 100 Nev. 684, 691 P.2d 456 (1984).

15  
16 III. THIS COURT HAS JURISDICTION TO CONSTRUE AND  
17 INTERPRET THE MSA AND DECREE OF DIVORCE

18 This Court has inherent power to construe and interpret its judgments and decrees.  
19 Mizrachi v. Mizrachi, 132 Nev. Adv. Op. 66, 385 P.3d 982 (Ct. App. 2016). A settlement  
20 agreement is a contract and in evaluating the language of the agreement, the court should  
21 apply the principles of contract interpretation. Id., see also, May v. Anderson, 121 Nev. 668,  
22 119 P.3d 1254 (2005) Shelton v. Shelton, 119 Nev. 492, 78 P.3d 507 (2003).

23 In interpreting a contract, the court may not modify the parties' agreement or create a  
24 new contract. Mohr Park Manor Inc v. Mohr, 83 Nev. 107, 424 P.2d 101 (1981). If the  
25 agreement is not ambiguous, contractual interpretation is a question of law. Galardi v. Naples  
26 Polaris, LLC, 129 Nev. 306, 301 P.3d 364 (2013). An agreement is not ambiguous simply  
27



1 because the parties disagree regarding its meaning. Id. An agreement is ambiguous only if it  
2 can reasonably be interpreted in more than one way. Id.; Mizrachi.

3 An interpretation that is reasonable is preferred to a result that would be harsh and  
4 unreasonable. Mohr Park; Shelton. Contracts negotiated by a spouse who is a lawyer are  
5 subject to close scrutiny due to the fiduciary relationship and potential attorney client  
6 relationship between them.<sup>3</sup> Williams v Waldman, 108 Nev. 466, 836 P.2d 614 (1992).

7  
8 Bottom line, it is the court's duty to determine the parties' true intent. In doing so, the  
9 court may take into account the circumstances surrounding its execution as well as subsequent  
10 acts. Shelton.

11 The plain language of the MSA, incorporated in the Decree of Divorce, simply, clearly  
12 and unambiguously requires Ms. Hascheff to pay one-half of the legal fees incurred in the  
13 defense of the malpractice action (once it has been sued) but does not require her to pay Judge  
14 Hascheff's legal fees in connection with his personal lawyer's efforts to protect him in his role  
15 as a witness. If Judge Hascheff desired an indemnity clause that gave him unilateral authority  
16 to make all decisions and that required Ms. Hascheff to indemnify him for any fees or costs in  
17 any way related to a malpractice claim, whether filed or not, he could have had his lawyer  
18 draft the MSA in that way rather than using the language included in section 40 his lawyer  
19 drafted.  
20

21 It would not be reasonable to interpret the simple language of the MSA to allow Judge  
22 Hascheff to keep everything secret from his former wife, to make all decisions unilaterally for  
23 his benefit, to keep the underlying facts and potential malpractice liability and legal advice he  
24

25 <sup>3</sup> During negotiation of the MSA, Judge Hascheff prevailed upon his then wife to ignore her counsel, insisted her  
26 counsel was incompetent, that she should file a bar complaint against him, that her counsel was simply trying to  
27 run up her bill and churn the file, and that she should trust and rely on him rather than her counsel to protect her  
28 and treat her fairly. He even insisted that he would pay her legal fees, only to have his counsel prepare an MSA  
that did not honor that promise.

1 received secret from her, but to then require his former wife to pay half of his fees. That  
2 would be a harsh and unreasonable result.<sup>4</sup>

3 As noted in Shelton, the parties' actions following execution of the agreement may  
4 give the Court guidance with respect to the parties' intent. Here, in July of 2018, Judge  
5 Hascheff did not notify Ms. Hascheff of his fear that he would be sued for malpractice when  
6 the subpoena was served on him and he elected to retain counsel. One can reasonably infer  
7 that he did not do so because he did not believe his fees for personal counsel to protect his  
8 interests before any malpractice action was filed, were covered by the language of the  
9 indemnity clause.  
10

11 Judge Hascheff did not notify Ms. Hascheff for over a years after he was served with  
12 the malpractice lawsuit. One can reasonably infer that he did not do so because the  
13 malpractice action was immediately stayed, and he knew he was not incurring fees to defend  
14 that action.  
15

16 But then the parties' daughter made the decision not to invite Judge Hascheff to her  
17 wedding, which took place in November of 2019. It appears that Judge Hascheff blamed his  
18 former wife. Ms. Hascheff believes that her former husband demanded she pay his personal  
19 legal fees, well over a year after he chose to incur them, not because he believes that section  
20 40 requires her to pay those fees, but rather, to bully and punish her because he is estranged  
21 from his daughter.  
22

23 Furthermore, it is worth noting that the nature of the allegations in the malpractice  
24 actions suggest that Judge Hascheff knew or should have known of potential problems with  
25 his representation of the various Jaksick individuals and trusts prior to the date on which the  
26  
27

28 <sup>4</sup> Judge Hascheff's position is that his former wife should snipe at him to make decisions that protect her best interests, a reminder of the fact of his fiduciary obligation to her.

1 parties signed the MSA. He did not, however, notify Ms. Hascheff of the risk of potential  
2 malpractice notwithstanding his warranty of full disclosure.

3 The complaint alleges that Judge Hascheff simultaneously represented multiple parties  
4 who had potentially conflicting interests. Ms. Hascheff is informed and believes that Judge  
5 Hascheff may not have obtained written conflict waivers from those various clients before  
6 simultaneously representing all of them. That alone, if nothing else, gave Judge Hascheff  
7 knowledge of a potential malpractice claim, and thus, a duty to notify Ms. Hascheff before  
8 she agreed to the indemnity clause. He did not do so.

9  
10 If this Court determines that the indemnity language quoted above is ambiguous, and  
11 that parol evidence is admissible, Ms. Hascheff will ask this Court to allow her to conduct  
12 discovery, among other things, with respect to whether Judge Hascheff obtained written  
13 conflict waivers and when he knew or should have known facts that put him on notice of the  
14 potential risk of a claim against him. If such discovery shows he was aware of facts that  
15 would put him on notice of a potential claim, contrary to his warranties in the MSA, Ms.  
16 Hascheff will ask this Court to set aside this term of the MSA altogether.

17  
18 IV. MS. HASCHEFF IS ENTITLED TO RECOVER HER FEES AND COSTS

19 The Parties' MSA contains a prevailing party fee clause. See, MSA at section 35. In  
20 addition, this Court has authority to enter a fee award as part of its continuing jurisdiction.  
21 See, NRS 125.150(3); Halbrook v. Halbrook, 114 Nev. 1455, 971 P.2d 1262 (1990); Mack-  
22 Manley v. Mack, 122 Nev. 849, 138 P.2d 525 (2006).

23 Ms. Hascheff is not a lawyer. She cannot represent herself on a level playing field  
24 with her former husband in connection with this matter. Judge Hascheff's skills and  
25 reputation as a lawyer allowed him to become a member of the bench. Ms. Hascheff was  
26 forced to incur legal fees simply to obtain accurate information her counsel believed was  
27 necessary to allow him to give her thoughtful advice. It cost Judge Hascheff nothing to refuse

1 to provide the information her counsel believed was necessary. Ms. Hascheff believes that  
2 Judge Hascheff had an obligation to voluntarily provide this accurate information without her  
3 having to even ask. Rather than doing so, he still insists she is not entitled to the information  
4 her counsel has requested, but that she must simply pay the bills he demands.

5 Ms. Hascheff has not refused to indemnify Judge Hascheff for fees covered by section  
6 40 of the MSA. She refused to pay the fees he voluntarily and unilaterally elected to incur  
7 (and keep secret from her) for his personal lawyer to protect him in connection with his role  
8 as a percipient witness. She had to incur legal fees to discover that the fees he demanded she  
9 pay were not incurred in the malpractice lawsuit. When Ms. Hascheff and her counsel sought  
10 information on which they could evaluate, for themselves, whether Judge Hascheff's choices  
11 were reasonable and prudent, they were told they were not entitled to such information and  
12 that it was protected by Judge Hascheff and his counsel's attorney client privilege.  
13

14 Ms. Hascheff never took the position that she would not pay her half of the fees and  
15 costs incurred in defending the malpractice action. She has repeatedly asked Judge Hascheff  
16 to share with her what those fees are. She has asked for information regarding the underlying  
17 claim. She has asked Judge Hascheff to provide the authority on which he relies in making  
18 his assertions and denying hers. She has done everything possible to resolve this issue  
19 without the need for motion practice. And all she has accomplished by her efforts is a large  
20 bill for legal fees.  
21

#### 22 V. RELIEF REQUESTED

23 Based on the foregoing, Ms. Hascheff asks this Court to enter an Order clarifying that  
24 Ms. Hascheff is only responsible for fees incurred in the malpractice action and that she is not  
25 responsible for the fees or costs he chose to incur to have personal counsel protect his  
26 interests in connection with his role as a percipient witness in the Jaksick Action.  
27

1 Judge Hascheff should be obligated to pay the costs and fees Ms. Hascheff incurred in  
2 connection with her attempts to obtain information, respond to his demands and engage in this  
3 motion practice to establish her rights and obligations.  
4

5 AFFIRMATION

6 The undersigned affirms that this document does not contain the Social Security  
7 number of any person.

8 DATED this 15 day of June, 2020.

9 WOODBURN AND WEDGE

10  
11 By Shawn B. Meador  
12 Shawn B. Meador  
13 Attorneys for Defendant  
14 Lynda L. Hascheff  
15  
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18  
19  
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23  
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27  
28

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

\*\*\*

Pierre A. Hascheff

vs.

Lynda L. Hascheff

FAMILY COURT  
MOTION/OPPOSITION NOTICE  
(REQUIRED)

CASE NO. DV13-00656

DEPT. NO. 12

**NOTICE:** THIS MOTION/OPPOSITION NOTICE MUST BE ATTACHED AS THE LAST PAGE to every motion or other paper filed pursuant to chapter 125, 125B or 125C of NRS and to any answer or response to such a motion or other paper.

A. Mark the CORRECT ANSWER with an X.		YES	NO
1. Has a final decree or custody order been entered in this case? If <u>yes</u> , then continue to Question 2. If <u>no</u> , you do not need to answer any other questions.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Is this a motion or an opposition to a motion filed to change a final order? If <u>yes</u> , then continue to Question 3. If <u>no</u> , you do not need to answer any other questions.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is this a motion or an opposition to a motion filed only to change the amount of child support?		<input type="checkbox"/>	<input type="checkbox"/>
4. Is this a motion or an opposition to a motion for reconsideration or a new trial <u>and</u> the motion was filed within 10 days of the Judge's Order?		<input type="checkbox"/>	<input type="checkbox"/>
IF the answer to Question 4 is YES, write in the <u>filing date</u> found on the front page of the Judge's Order.		Date	
B. If you answered NO to either Question 1 or 2 or YES to Question 3 or 4, you are <u>exempt</u> from the \$25.00 filing fee. However, if the Court later determines you should have paid the filing fee, your motion will <u>not</u> be decided until the \$25.00 fee is paid.			

I affirm that the answers provided on this Notice are true.

Date: June 16<sup>th</sup>, 2020

Signature:

Print Name:

Print Address:

Telephone Number:

Kelly Albright

6100 NEIL ROAD, SUITE 500

RENO, NV 89511

775-688-3000

AFFIDAVIT OF LYNDA L. HASCHEFF

STATE OF NEVADA                                 )  
  ) ss.  
COUNTY OF WASHOE                             )

I, Lynda L. Hascheff, being first duly sworn, depose and state as follows:

1. I am the Plaintiff and make this affidavit of my own personal knowledge.
2. I have read the accompanying Motion for Clarification or Declaratory Relief Regarding Terms of MSA and Decree and know the contents thereof; that the same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I swear under penalty of perjury that the foregoing statements in this affidavit are true.

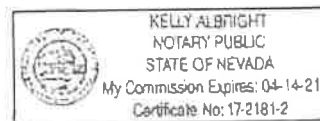
The undersigned affirms that this document contains no social security numbers.

Dated this 16<sup>th</sup> day of June, 2020.

Lynda L. Hascheff  
Lynda L. Hascheff

Subscribed and sworn to before me  
this 16<sup>th</sup> day of June, 2020.

Kelly Albright  
Notary Public



CERTIFICATE OF SERVICE

Pursuant to NRCp 5(b), I certify that I am an employee of the law offices of Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over the age of 18 years, and that I served the foregoing document(s) described as:

Motion for Clarification or Declaratory Relief Regarding Terms of MSA and

Decree

on the party set forth below by:

\_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.

\_\_\_\_\_ Personal delivery.

X\_\_\_\_\_ Second Judicial E flex


\_\_\_\_\_ Federal Express or other overnight delivery.

addressed as follows:

X Todd L. Torvinen, Esq.  
232 Court Street  
Reno, NV 89501

The undersigned affirms that this document contains no social security numbers

Dated this 10 day of June, 2020

  
Kelly Albrigh



**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the law offices of Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over the age of 18 years, and that I served the foregoing document(s) described as:

**Motion for Clarification or Declaratory Relief Regarding Terms of MSA and**

**Decree**

on the party set forth below by:

  X        Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.

            Personal delivery.

            Nevada Supreme Court E-Filing

            Federal Express or other overnight delivery.

addressed as follows:

X Todd L. Torvinen, Esq.  
232 Court Street  
Reno, NV 89501

The undersigned affirms that this document contains no social security numbers

Dated this 16 day of June, 2020.

  
\_\_\_\_\_  
Kelly Albright, Paralegal

## EXHIBIT LIST

<u>Exhibit #</u>	<u>Description</u>	<u>No. of Pages</u>
1	Judge Hascheff's Letter & Accompanying Summary Invoice	4
2	Declaration of Todd R. Alexander Esq.	3
3	Malpractice Complaint	7
4	Email Correspondence between Ms. Hascheff's counsel And Judge dated March 1, 2, and 3, 2020	4
5	Email from Judge Hascheff dated April 20, 2020	3
6	Email from counsel dated April 20, 2020	3
7	Letter from T. Torvinen dated May 29, 2020	3
8	Counsel's response to the May 29, 2020 letter from Judge Hascheff's lawyer dated June 2, 2020	5
9	Counsel's letter dated June 11, 2020	3

# EXHIBIT 1

FILED  
Electronically  
DV13-00656  
2020-06-16 02:53:57 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7928035 : mpurdy

Lynda

I was sued by a client  
for malpractice. The case is  
on going.

The attorneys invoice is enclosed.

Section 40 of the Settlement  
agreement requires you must  
pay  $\frac{1}{2}$  the fees & costs. I don't  
believe its fair that I pay the  
whole bill. I paid off the balance  
so I need you to send me a check  
for \$200.90 by Jan. 24 & I'll send you  
any additional invoices

P. It.

Rec'd.  
1/15/20

**LEMONS, GRUNDY & EISENBERG**  
**6005 Plumas Street, Third Floor**  
**Reno, Nevada 89519-6000**  
**(775) 786-6868**  
**Tax I.D. #88-0122938**

Allied World *(Malpractice Ins. Co.)*  
 BILL THROUGH SERENGETI

Page: 1  
 10/23/2019

OUR ACCOUNT NO:   
 STATEMENT NO. 10

ATTN: Andy Kenney  
*INSUR. adjuster*

**REMINDER BILL**

Hascheff, Pierre re: Allied World  
 [REDACTED]

PREVIOUS BALANCE \$7,351.80

<u>Stmnt Date</u>	<u>Stmnt #</u>	<u>Billed</u>	<u>Due</u>
02/13/2019	6	826.80	1.80
03/11/2019	7	7,425.00	7,350.00
			7,351.80

10/18/2019 Payment - Thank you PAH Limited LLC -1,000.00

BALANCE DUE \$6,351.80

<u>FEES</u>	<u>EXPENSES</u>	<u>FINANCE CHARGE</u>	<u>PAYMENTS</u>
11,850.00	1.80	0.00	5,500.00

\$6,351.80

*ATTN Fees  
 For legal malpractice  
 claim*

*paid ch 2308  
 12/8/19*

3/15/2017

3/15/2017

**LEMONS, GRUNDY & EISENBERG**  
**6005 Plumas Street, Third Floor**  
**Reno, Nevada 89519-6000**  
**(775) 786-6868**  
**Tax I.D. #88-0122938**

Allied World  
 BILL THROUGH SERENGETI

Page: 1  
 08/27/2019  
 OUR ACCOUNT NO: [REDACTED]  
 STATEMENT NO. 8

ATTN: Andy Kenney

**REMINDER BILL**

Hascheff, Pierre re: Allied World  
 [REDACTED]

PREVIOUS BALANCE

\$11,851.80

Stmt Date	Stmt #	Billed	Due
10/10/2018	1	1,300.00	1,300.00
11/08/2018	3	150.00	150.00
12/07/2018	4	2,150.00	2,150.00
02/13/2019	6	826.80	826.80
03/11/2019	7	7,425.00	7,425.00
			11,851.80

03/25/2019	Payment - Thank you Allied World	-1,300.00
03/25/2019	Payment - Thank you Allied World	-150.00
04/08/2019	Payment - Thank you PAH Limited LLC	-1,000.00
04/16/2019	Payment - Thank you Allied World	-1,050.00
05/16/2019	Payment - Thank you PAH LIMITED II LLC	-1,000.00
	TOTAL PAYMENTS	-4,500.00

BALANCE DUE

\$7,351.80

FEES	EXPENSES	FINANCE CHARGE	PAYMENTS
11,850.00	1.80	0.00	4,500.00

11851.80 - 1450.00 = 10401.80  
 x 50%

\$7,351.80

11/11/11

11/11/11



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2020-06-16 02:53:57 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7928035 : mpurdy

## EXHIBIT 2

DECLARATION OF TODD R. ALEXANDER, ESQ.

STATE OF NEVADA                    )  
  ) ss.  
COUNTY OF WASHOE                )

I, TODD R. ALEXANDER, hereby declare the following under the penalty of perjury:

1. I am an attorney and partner at Lemons, Grundy & Eisenberg, licensed in the State of Nevada and in good standing, and I represent Pierre Hascheff ("Hascheff").

2. I was retained by Hascheff once he received a multi-page subpoena requesting any and all documents, correspondence, communications etc. with respect to his estate planning and related advice to Samuel Jaksick and related parties.

3. It was prudent on Hascheff's part to retain counsel immediately because the information requested clearly was aimed at undermining his estate plan and advice which could lead to a malpractice action depending on the jury verdict.

4. It was clear that Hascheff was being accused of malfeasance and mishandling the Jaksick estate, resulting in certain beneficiaries receiving less of what they perceived was their share of the estate.

5. There was also a possible claim by another beneficiary that Hascheff provided incorrect advice to that beneficiary which could result in said beneficiary being sued by his brother and sister with a substantial damage claim against him.

6. Hascheff was clearly at risk depending on the outcome of the underlying litigation.

7. There were two days of depositions and two days of trial testimony, not to mention countless meetings with various attorneys to protect Hascheff's interests.

8. The fees and costs incurred in this case were necessary and reasonable to protect Hascheff's interests. An adverse result to Hascheff could have resulted in a multi-million dollar claim against him outside the coverage limits of his applicable insurance policy.

9. It should be noted that malpractice actions are not typically filed until the conclusion of the underlying litigation to determine whether the attorney is guilty of malfeasance and/or negligence. The underlying Jaksick estate litigation is still ongoing.

LEMONS, GRUNDY  
& EISENBERG  
5005 PLUMAS ST  
THIRD FLOOR  
LAS VEGAS, NV 89119  
(702) 736-6060

1 10. The time entries and description of the work conducted by my firm included in  
2 my billing Invoices to Hascheff contain attorney-client privileged information. Certain entries  
3 do not include attorney-client information and therefore can be provided with privileged  
4 information redacted. These detail time entries can be provided without prejudice and waiver  
5 of the privilege. It is my understanding Hascheff has already provided only our billing  
6 summaries to you.

7 11. Any correspondence between Hascheff and my firm is protected by attorney-  
8 client privilege and will not be produced. Similarly, any correspondence and all  
9 communications between my firm and Jaksicks' attorneys are also privileged and/or  
10 confidential and will not be produced.

11 12. The time and work in preparing this affidavit and related work is related to the  
12 malpractice action and will be billed accordingly.

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

14 Dated: this 10<sup>th</sup> day of April, 2020.

15 

16 TODD R. ALEXANDER, ESQ.  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CANNON, GARDNER  
& ASSOCIATES  
6005 PALM AVE  
FORT PIERCE  
FLORIDA, 34951  
772-775-6068

# EXHIBIT 3

FILED  
Electronically  
DV13-00856  
2020-06-16 02:53:57 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7928035 : mpurdy

1 KENT R. ROBISON, ESQ. - NSB #1167  
krobison@rsslblaw.com

2 LINDSAY L. LIDDELL, ESQ. - NSB #14079  
lliddell@rsslblaw.com

3 Robison, Sharp, Sullivan & Brust  
4 71 Washington Street  
Reno, Nevada 89503

5 Telephone: 775-329-3151

6 Facsimile: 775-329-7169

7 *Attorneys for Todd B. Jaksick, Individually, and as Trustee  
of the Todd B. Jaksick Family Trust and as Trustee the TBJ Trust*

REC'D & FILED

2018 DEC 26 PM 1:28

SUSAN HENNINGER  
C. TORRES CLERK

BY \_\_\_\_\_

8 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
9 IN AND FOR CARSON CITY

10 TODD JAKSICK, Individually, and as Trustee  
11 of the Todd B. Jaksick Family Trust and as  
Trustee of the TBJ Trust,

12 Plaintiffs,

Case No. \_\_\_\_\_

Dept. No. \_\_\_\_\_

13 vs.

14 PIERRE HASCHEFF,

15 Defendant.

16  
17 COMPLAINT

18 As and for their complaint against the Defendant, Plaintiffs allege as follows:

- 19 1. Todd Jaksick ("Todd") is a Trustee of the SSJ's Issue Trust ("Issue Trust").  
20 2. Todd is a Trustee of the Todd B. Jaksick Family Trust and the TBJ Trust.  
21 3. Todd is Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust ("Sam's Family  
22 Trust").

23 4. Todd is a party to an Indemnification Agreement drafted for him by Defendant.

24 5. Todd is manager of Incline TSS LLC ("TSS"), a company that was devised by  
25 Defendant for the purpose of receiving title to a house located on Lake Shore Boulevard, Incline  
26 Village, Nevada ("the Lake Tahoe House").

27 6. The Todd B. Jaksick Family Trust is a 23% owner of TSS. Its interests and  
28 membership are being challenged as a result of Defendant's legal services.

1           7.     The TBJ Trust is a 23% owner of TSS and its membership interest is being  
2 challenged as a result of Defendant's legal services.

3           8.     Defendant was an attorney, and as such, had a duty to use such skill, prudence, and  
4 diligence as other members of his profession commonly possess and exercise.

5           9.     As Plaintiffs' attorney, Defendant owed a duty to Plaintiffs to use skill, prudence,  
6 and diligence as lawyers of ordinary skill and capacity possess in exercising and performing tasks  
7 which they undertake.

8           10.    Todd is Trustee of the Todd Jaksick Family Trust, a 23% owner of TSS, owner of  
9 the Lake Tahoe House. As a result of Defendant's negligence, Todd has been sued in his capacity  
10 as Trustee of the Todd Jaksick Family Trust.

11          11.    Todd is Trustee of the TBJ Trust, a 23 % owner of TSS, owner of the Lake Tahoe  
12 House. As a result of Defendant's negligence, Todd has been sued as Trustee of the TBJ Trust.

13          12.    Todd is manager of various limited liability companies in which Sam's Family  
14 Trust holds membership interests. As a result of the Defendant's negligence, Todd is being sued  
15 in his capacity as manager of the various limited liability companies.

16          13.    Defendant provided legal services to and for Todd and his father Samuel S. Jaksick  
17 ("Sam") from 2007 through 2012.

18          14.    Defendant's legal services, among others, included;

19           a.     Drafting Todd's Indemnification Agreement;

20           b.     Creating TSS for the purposes of having an option to buy the Lake Tahoe  
21 House;

22           c.     Drafting an option for TSS to acquire title to the Lake Tahoe House;

23           d.     Drafting Sam's Second Amendment Trust, with Todd as a Co-Trustee and  
24 beneficiary;

25           e.     Facilitating TSS's exercise of the option it had to purchase the Lake Tahoe

26 House; and

27           f.     Causing Todd's Family Trust and The TBJ Trust to be 23% owners of TSS.

28          Defendant's legal services provided to and for Todd, The TBJ Trust and Todd's

1 Family Trust were done in a negligent and careless manner. Those legal services caused Todd to  
2 be sued in Second Judicial District Court, Case No. PR17-0045 and Case No. PR17-0046 filed in  
3 Washoe County, Nevada.

4 16. Defendant's negligent legal services have resulted and caused the Plaintiffs to  
5 sustain substantial damages well in excess of \$100,000. Stanley Jaksick and Wendy Jaksick have  
6 both brought claims against Todd in Case No. PR17-00445 and Case No. PR17-00446.

7 17. As a proximate cause of Defendant's negligent and careless legal services provided  
8 to and for Plaintiffs, Todd was sued in December of 2017 and February of 2018. Those lawsuits  
9 were filed by beneficiaries of Sam's Family Trust and of The Issue Trust and the lawsuits gave  
10 Todd first notice of the Defendant's negligence.

11 18. On December 17, 2018, expert reports were exchanged in the lawsuits filed by  
12 Sam's daughter, Wendy. These reports first provided Todd, individually and as Trustee, with  
13 actual notice of the Defendant's negligence. These reports appear to be based on misinformation  
14 and wrongfully accusing Defendant of committing egregious and serious errors in performing  
15 estate planning services for Samuel S Jaksick, Jr. Nonetheless, these reports gave Todd his first  
16 actual notice of the alleged wrongdoing by the Defendant as follows:

17 a. The estate plan devised by Defendant was a bad one and subjected Todd to  
18 lawsuits;

19 b. The Indemnification Agreement was poorly drafted and subjected Todd to  
20 conflicts of interest;

21 c. The Lake Tahoe House documents were poorly devised and implemented  
22 causing Todd to get sued; and

23 d. The Secoud Amendment was poorly drafted and implemented, causing  
24 Todd to get sued;

25 19. Todd has been directly damaged by Defendant's negligence. The Plaintiffs also  
26 contracted with Defendant requiring Defendant to provide competent legal advice and services.  
27 Defendant breached the contracts.

28 20. Todd is entitled to be indemnified by Defendant for any sums he pays to Wendy

1 and/or Stanley Jaksick in the litigation filed by Wendy and Stanley.

2 21. Todd is entitled to recover all fees and costs incurred in defending Wendy's and  
3 Stanley's lawsuits.

4 22. Todd is entitled to recover fees and costs incurred in this case.

5 **FIRST CLAIM—NEGLIGENCE**

6 23. Plaintiffs incorporate all prior paragraphs and allegations.

7 24. Defendant and Plaintiffs had a lawyer/client relationship from 2007 to January  
8 2013.

9 25. Defendant was engaged as Plaintiffs' counsel and attorney.

10 26. Defendant provided legal services for the Plaintiffs as described hereinabove.

11 27. The Todd B. Jaksick Family Trust is a 23% owner of TSS. Its interests and  
12 membership are being challenged as a result of Defendant's legal services.

13 28. The TBJ Trust is a 23% owner of TSS and its membership interest is being  
14 challenged as a result of Defendant's legal services.

15 29. Defendant breached his duty of care to the Plaintiffs as described hereinabove.

16 30. Defendant's breaches of duty constitute legal malpractice and professional  
17 negligence.

18 31. Defendant's breaches of duties of care owed to the Plaintiffs, his malpractice and  
19 his professional negligence as described herein above caused Plaintiffs to sustain damages in  
20 excess of \$15,000.

21 32. Plaintiffs are entitled to recover all damages caused by Defendant's breaches of  
22 duties, negligence and malpractice, according to proof, in addition to attorney's fees incurred  
23 herein.

24 33. Plaintiffs did not know of and did not have information to be aware of Defendant's  
25 negligence, breaches of duties and of the malpractice until December of 2017.

26 **SECOND CLAIM—BREACH OF CONTRACT**

27 34. Plaintiffs incorporate all prior paragraphs and allegations.

28 35. Plaintiffs and Defendant entered into contracts described hereinabove, whereby



1 Defendant was to and did provide legal services for Plaintiffs.

2 36. The contracts for professional services were supported by adequate consideration.

3 37. The contracts were breached by Defendant.

4 38. The Plaintiffs performed all aspects and requirements of the contracts.

5 39. As a result of Defendant's breaches of the contracts described hereinabove,  
6 Plaintiffs have sustained consequential damages in excess of \$15,000 and are entitled to fees and  
7 costs.

### 8 THIRD CLAIM—INDEMNIFICATION

9 40. Plaintiffs incorporate herein all prior paragraphs and allegations.

10 41. Defendant's negligence and breaches of contract have caused Plaintiffs to be sued  
11 by Stanley Jaksick and Wendy Jaksick in Case Nos. PR17-00445 and PR17-00446.

12 42. Plaintiffs adamantly deny any wrongdoing regarding the issues raised in the  
13 lawsuits filed by Wendy and Stanley. Plaintiffs are aware of the Defendant's substantial efforts to  
14 protect Samuel S. Jaksick, Jr. and his heirs and beneficiaries, and Plaintiffs believe and allege  
15 herein that the Defendant proceeded at all times in good faith and with the best interests of the  
16 Plaintiffs and Samuel S. Jaksick, Jr. as his first priority. However, if Plaintiffs are found liable to  
17 Stanley and/or Wendy or should Plaintiffs, or any one of them, be required to pay in any way  
18 Stanley and/or Wendy, Plaintiffs are entitled to recover such amounts by way of indemnification  
19 from Defendant.

20 43. Plaintiffs have been obligated to and have paid legal fees for defending Wendy and  
21 Stanley's lawsuit in amounts in excess of \$100,000. Plaintiffs are entitled to be indemnified for all  
22 fees and costs paid to date and for all fees and costs incurred in the future for defending Plaintiffs  
23 in the Wendy and Stanley lawsuits. This indemnification claim has therefore accrued.

24 WHEREFORE, Plaintiffs seek judgment as follows;

- 25 1. For consequential damages according to proof in excess of \$15,000;
- 26 2. For indemnification of any and all sums Plaintiffs must pay Wendy and/or Stanley;
- 27 3. For fees and costs incurred in the Wendy and Stanley lawsuits;
- 28 4. For fees and costs incurred in this action; and

1           5.       For such other relief as is appropriate under the circumstances.

2       DATED this 26th day of December 2018.

3                               ROBISON, SHARP, SULLIVAN & BRUST  
4                               A Professional Corporation  
5                               71 Washington Street  
6                               Reno, Nevada 89503

7                               

8                               KENT R. ROBISON  
9                               LINDSAY L. LIDDELL

10                              Attorneys for Todd B. Jaksick, Individually, and as  
11                              Trustee of the Todd B. Jaksick Family Trust and as  
12                              Trustee of the TBJ Trust  
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# EXHIBIT 4

FILED  
Electronically  
DV13-00656  
2020-06-16 02:53:57 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7928035 : mpurdy

-----Original Message-----

From: Pierre Hascheff <pierre@pahascheff.com>

Sent: Sunday, March 01, 2020 11:58 AM

To: Shawn Meador <smeador@woodburnandwedge.com>

Subject: [SPAM - keyword checking] - Indemnity

I was informed by Lucy Mason that I need to contact you regarding my reimbursement for attorneys fees and costs incurred pursuant to section 40 of the settlement agreement dated September 1, 2013.

The amount owed to date by Lynda is \$4675.90. I provided all the documentation that Lucy requested which I assume you have which includes the billing invoices. I intend to enforce the settlement agreement because I've been sued for malpractice. A subsequent action or set off is necessary because Lynda has refused to indemnify me pursuant to section 40. We can avoid this action by her simply making the payment referenced above within 10 days of this notice.

If the payment is not made within this 10 day I will proceed accordingly.

Thank you for your consideration in this matter

Sent from my iPad

AA000117

**From:** Shawn Meador  
**Sent:** Monday, March 02, 2020 8:37 AM  
**To:** Pierre Hascheff  
**Cc:** Kelly C. Albright  
**Subject:** RE: Indemnity

Pierre

Please provide me with copies of the documents that Lucy requested so that I can evaluate your claim. Lynda is not responsible for payment of any fees related to your deposition etc., in the Jaksick probate matter. I need to determine what fees have actually been charged and paid, without contribution from insurance company, in the malpractice action that appears to be on hold. I cannot do that without seeing the actual bills and time entries.

I would like to review all correspondence between you (and your counsel) and the plaintiff, Mr. Jaksick, and/or plaintiff's counsel, Kent Robison, in the malpractice action. I would like to review all correspondence between you and your counsel in the malpractice action. I do not believe that you can reasonably take the position that this is a community debt for which Lynda is equally responsible while insisting that you may keep secrets from her about the litigation. If it is a community obligation her rights are present, existing and equal to yours. If you have greater rights, you must necessarily accept greater responsibility.

As Lucy noted, we believe that in handling this matter you have a fiduciary duty to Lynda and your failure to notify her of the claim or your proposal for how to address the claim in a timely manner, is a breach of your fiduciary duty. If it should turn out (and I trust and hope this is not the case) that you have sought to recover fees from her for your time and efforts in the probate matter that would, in my opinion, be an additional breach of your fiduciary duty to her.

Lynda would certainly like to avoid the need for motion practice if possible. I need the requested information in order to give her thoughtful advice. If you elect, instead, to file a motion, I will ask the court to allow discovery with respect to these issues. I trust that I will receive the requested information within the ten days you have demanded that we respond.

Shawn

**From:** Shawn Meador  
**Sent:** Tuesday, March 03, 2020 4:01 PM  
**To:** Pierre Hascheff  
**Subject:** RE: Indemnity

Pierre

We will have to agree to disagree. I believe that under these circumstances, you have a fiduciary duty to Lynda. I believe that, as a fiduciary, you had an obligation to notify Lynda of the malpractice claim as soon as you became aware of it, and that she is entitled to participate in decisions that impact her financial well-being. I do think she has been harmed by your decision to keep the claim secret from her for so long. How did doing so protect her? I am hopeful that any judge would have serious reservations about that decision. As a judicial officer, I believe the court should hold you to a strict fiduciary duty to Lynda in all of your dealings regarding litigation that impacts her, and I hope, give her the benefit of the doubt on these issues.

I do not believe Lynda is obligated to simply sit back, let you handle the claim in any manner you believe is in your best interests, and then simply pay you whatever you demand she owes you. Nothing in the language of the MSA gives you this authority and control over decisions that impact both of you.

I believe Lynda is entitled to full and complete transparency. I do not believe you have a viable attorney/client privilege claim. NRS 49.115(5). Furthermore, in your discussions with lawyers about the malpractice claim, you are necessarily doing so as her agent and fiduciary if you expect her to pay half the bill, and, thus, I do not believe the law allows you to keep secrets from her. As a fiduciary, how do you protect her interests by hiding the facts from her?

As I previously stated, I do not believe that she is responsible for your costs and fees in the underlying probate proceeding in which you were a percipient witness. Nor do I believe such fees fall within the language your lawyer drafted.

Lynda is prepared to honor her obligation to pay her share of the costs and fees incurred in the malpractice action that have not been covered by insurance. I do not have sufficient information on which to evaluate what she does or does not owe you at this time because you have objected to providing that information. Upon receipt of the requested documents and other information, I will evaluate your demands with Lynda and she will pay what she owes under the agreement your lawyer drafted.

If, instead, you chose to litigate, Lynda will ask the Court to require you to provide the information we have requested and will seek the fees and costs Lynda incurs in such litigation. While she would prefer to resolve this issue without the need for litigation, she is prepared to seek the court's protection if necessary. My gut reaction is that the court would not look on your positions favorably.

If you have any legal authority you believe demonstrates that I am mistaken in the legal positions I have outlined above, I am happy to review and evaluate your authorities with Lynda.

Shawn

# EXHIBIT 5

FILED  
Electronically  
DV13-00656  
2020-06-16 02:53:57 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7928035 : mpurdy

-----Original Message-----

From: Pierre Hascheff <pierre@pahascheff.com>

Sent: Monday, April 20, 2020 12:12 PM

To: Shawn Meador <smeador@woodburnandwedge.com>

Cc: Todd@ToddTorvinenlaw.com

Subject: Indemnity

I trust you now have had an opportunity to review the documents Lucy sent you.

In the meantime I have engaged Todd Alexander my malpractice defense attorney to respond to your allegations concerning the malpractice action. I have also engaged Todd Torvinen to represent me should we have to enforce the settlement agreement in Family Court and seek contempt proceedings. I have previously notified you pursuant to the settlement agreement any costs incurred including attorneys fees in enforcing the indemnity agreement will be assessed against your client for failure to honor her obligations under the agreement. I have given you an opportunity to resolve this matter without incurring fees and costs but this option has been declined.

The terms of the indemnity in the agreement are clear and unambiguous and your response to my request for payment in my opinion is only to gain leverage and delay the payment. As you know a delay in payment will only accrue statutory interest. Your demand for documentation which contain attorney-client privilege information as a condition to indemnify and payment is also additional evidence that your claims are without merit. See also NRCP 16.21 This duty to indemnify arises from the contractual language and is not subject to equitable considerations and will be enforced in accordance with its terms like any other contract. The basis for indemnity is restitution and the indemnitee is not held harmless pursuant to the agreement if he must incur costs and fees to vindicate his rights irrespective of the outcome in the underlying litigation. That's why Courts will award costs and fees not only in defending the malpractice action but also enforcing the terms of the indemnity agreement.

Courts also routinely reject any claims by the indemnitor for bad faith, breach fiduciary duty, breach of the implied covenant of good faith and fair dealing or punitive damages because those claims have no merit in this context. Any such instruction to the jury has been deemed wrong and prejudicial. To suggest somehow a fiduciary duty exists is not appropriate in this context. Nor is it appropriate in other situations such as buyer, landlord or other contractual indemnity claims.



Similarly indemnity claims are generally brought after the underlying litigation is concluded or substantially concluded and no prior notice was given to the indemnitor of the underlying claim. The Indemnitor simply defends the action and then tenders the claim for indemnity and payment irrespective of the outcome. This can be years after the underlying litigation is concluded.

I am willing to take payments of \$1500.00 a month to resolve this matter now without further costs. Please let me know your response within 10 days Sent from my iPad

# EXHIBIT 6

FILED  
Electronically  
DV13-00656  
2020-06-16 02:53:57 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7928035 : mpurdy

**From:** Shawn Meador  
**Sent:** Monday, April 20, 2020 1:03 PM  
**To:** Todd@ToddIrvineLaw.com; tra@lge.net  
**Cc:** Kelly C. Albright  
**Subject:** RE: Indemnity

Counsel

As you know, under ethical rules, I am not permitted to communicate with another party who I know to be represented by counsel. In prior communications, Judge Hascheff projected that he was acting as his own counsel and had not retained counsel in connection with his indemnity claim. He has now indicated that he has retained Mr. Torvinen in connection with that claim, and therefore, I will not respond directly to his email of today.

I would note that Judge Hascheff takes inherently contradictory positions. He insists that his potential liability for malpractice is a joint or community obligation for which his former wife is equally responsible and that she must pay half of Mr. Alexander's fees, while, at the same time, insisting that Mr. Alexander represents him alone and that he has an attorney client privilege with Mr. Alexander that prevents my client from having basic information in connection with Mr. Alexander's work and his communications with Mr. Alexander about the very claim he insists my client is responsible for.

If, as Judge Hascheff contends, the potential malpractice obligation is a joint or community obligation for which my client is equally responsible, several things flow from that contention. First, if it is a joint or community obligation, Mr. Alexander's professional obligations, and fiduciary duties, necessarily flow to Judge Hascheff and to his former wife jointly. If it is a joint or community obligation, as Judge Hascheff insists, my client's rights and interests are present, existing and equal to Judge Hascheff's rights and interests. In my opinion, there could be no attorney client privilege against my client under these circumstances.

If, as Judge Hascheff, contends, the potential malpractice obligation is a joint or community obligation, my client had a right to know about the claim as soon as Judge Hascheff was aware of it and had an equal and equivalent right to participate in management of the litigation. If Judge Hascheff insists that Mr. Alexander represents him alone, then my client had then, and now has, the right to her own representation in connection with the claim. If she must retain her own counsel because Mr. Alexander represents Judge Hascheff alone and his duties run solely to Judge Hascheff, then Judge Hascheff would be equally responsible for the fees my client is forced to incur to protect herself. They either have joint fees and representation or they each need and must pay separate legal fees for separate representation. Judge Hascheff's election to keep the potential claim a secret from my client and then unilaterally determine the manner in which he would handle it, he did so, in my opinion, necessarily, with a fiduciary duty to my client. His choice not to notify her of the claim necessarily precluded her from obtaining her own counsel and protecting herself, thus, reinforcing Judge Hascheff's fiduciary duty to her. He is either acting to protect her interests or not. If he is, he has a fiduciary duty in connection with those efforts.

Nothing in the language of the divorce settlement supports a claim that my client is responsible for fees that Judge Hascheff incurred as a percipient witness. If Judge Hascheff believed that it was strategically valuable for him to have counsel defend him in that role and wanted those fees to be included within the indemnification language, he should have consulted with my client to determine if she agreed that approach was appropriate and in the community's best interests. He made a decision that he believed were in his own best interest without consulting her but now apparently demands that she pay half of the fees arising out of his unilateral decision.

I have previously outlined the information I need to review in order to provide my client with thoughtful and informed advice. Judge Hascheff's insistence that my client must simply accept his demands and that she is not entitled to basic and fundamental information about the very fees he insists she must share, is not supported by the law or common sense. Upon receipt of the information I have requested I will be happy to review and evaluate Judge Hascheff's claims and demands in good faith and will respond promptly.

At this time, I need to know if Mr. Alexander takes the position that his duties flow solely to Judge Hascheff or if his position is that he has an equal and identical obligation and duties to my client in connection with this claim so that my client can make thoughtful decisions about how to protect her rights and interests. Can she rely on Mr. Alexander to protect her interests or should she assume that his role is to protect Judge Hascheff's interests? I need to know if Mr. Alexander shares Judge Hascheff's contention that their communications are protected by an attorney client privilege and if their thought processes in connection with legal strategy are protected by an attorney client or work product privilege as against my client who is being asked to pay half of Mr. Alexander's bill.

I continue to look forward to receipt of the information I have previously requested so that I can give my client appropriate advice. If Judge Hascheff determines that it is in his best interest to initiate litigation against my client, I will, necessarily, be forced to raise these same issues with the court and will request discovery to obtain the information I have requested.

In the meantime, if you have any questions or concerns, please do not hesitate to contact me

Shawn

# EXHIBIT 7

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Electronically  
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2020-06-16 02:53:57 PM  
Jacqueline Bryant  
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Transaction # 7928035 : mpurdy

THE LAW OFFICE OF  
TODD L. TORVINEN

CHARTERED

232 COURT STREET RENO, NEVADA 89501  
PHONE: (775) 825-6066 FAX: (775) 324-6063  
E-MAIL: [todd@toddltorvinenlaw.com](mailto:todd@toddltorvinenlaw.com)

Certified Public Accountant (NV)  
Certified Estate Planning Law Specialist (EPLS)

May 29, 2020

Via RCMS

Shawn B. Meador, Esq.  
Woodburn and Wedge Attorneys  
6100 Neil Rd., Suite 500  
Reno, NV 89511

Re: Hascheff MSA Indemnity Clause

Dear Mr. Meador:

I write on behalf of my client, Judge Hascheff. Enclosed please find the redacted billing statements from Todd Alexander, Esq., who represents Judge Hascheff regarding the malpractice action. Judge Hascheff previously provided these billing statements to Lucy Mason, Lynda Hascheff's sister. Also enclosed please find Mr. Alexander's Declaration dated April 10, 2020, generally explaining the need for counsel given the real threat and close in time filed malpractice action. The Declaration also describes the significant legal services required in light of the gravity of the threat and the malpractice action.

It is my understanding that on February 5, 2020, Mr. Hascheff emailed your client's sister, Lucy Mason (also an attorney) the: (1) canceled checks for the payment of attorney fees related to the malpractice action, (2) the endorsement number showing malpractice tail coverage, (3) the actual policy and the tail coverage, (4) correspondence between him and the carrier's adjuster, (5) the Hascheff Marital Settlement Agreement, and (6) the 40 page subpoena demanding production of estate planning documents and other documents related to his estate planning advice. I also understand that at or near the same time in early February, Mr. Hascheff emailed Lucy Mason a copy of the malpractice complaint against him filed on December 26, 2018. I further understand that you received those documents.

Judge Hascheff forwarded his email to you dated March 1, 2020, invoking the 10-day notice and the required information triggering liability for attorney fees incurred for enforcement pursuant to Section 35.2 of the MARITAL SETTLEMENT AGREEMENT dated September 1, 2013 ("MSA"). You are probably also aware that MSA Section 40

Shawn Meador, Esq.  
May 26, 2020  
Page 2

specifically requires your client to indemnify Mr. Hascheff for "one half (1/2) the costs of any defense and judgment" relating to a malpractice action.

In the March 1, 2020, email to you, Mr. Hascheff indicated as of that date, one half (1/2) of the attorney fees incurred related to the malpractice defense due from Lynda amounted to the sum of \$4675.90. Since March 11, 2020, Mr. Hascheff has incurred fees with my office related to enforcement of Section 40 which now total \$1687.50. As a result, under the terms of the MSA, your client owes the sum of \$6363.40 (\$4675.90 + \$1687.50) to Judge Hascheff. This does not include Mr. Alexander's fees and costs not yet billed in preparation of the Declaration and other time related to the malpractice action.

Hopefully, your client has interest in resolving this matter now. Judge Hascheff is willing to accept payments of \$1500 per month commencing June 15, 2020, until fully paid. Note that Judge Hascheff is also willing to waive interest accrual on the balance due to which he is entitled under NRS 99.040 as an accommodation to your client if your client accepts the terms described above.

Judge Hascheff requests your client's response to me within 10 days of the date of this letter. If necessary, Judge Hascheff will seek enforcement of the MSA indemnity provision thereafter. Thank you for your professionalism and your courtesy in advance.

Respectfully,



Todd L. Torvinen, Esq.

Enclosures

Note: This writing contains an offer in compromise under NRS 48.105. As a result, it may not later be used as prohibited specifically by NRS 48.105.

# EXHIBIT 8

FILED  
Electronically  
DV13-00656  
2020-06-16 02:53:57 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7928035 : mpurdy





June 2, 2020

VIA Email & Regular USPS Mail

todd@toddltorvinenlaw.com

Law Office of Todd L. Torvinen  
Todd L. Torvinen, Esq.  
232 Court Street  
Reno, NV 89501

Re: Hascheff MSA/Fiduciary Duties

Dear Mr. Torvinen:

I am in receipt of your letter of May 29, 2020, in which you repeat the demands Judge Hascheff's previously made. Unfortunately, from my perspective, you elected not to address the issues and concerns raised in my email of April 20, 2020.

I would note that Mr. Alexander did address some of my concerns indirectly in his Declaration dated April 10, 2020, which you included in your letter of May 29, 2020. Given that Mr. Alexander's declaration was signed ten days prior to my email, it was clearly not written to address the concerns raised in my April 20, 2020, email and projects that all of the fees my client has incurred in attempting to obtain basic information to allow her to make thoughtful decisions was just a waste of time and money and that Judge Hascheff was simply trying to create evidence for future motion practice.

In his declaration, however, Mr. Alexander unequivocally states that he represents Judge Hascheff and that his professional duty runs solely to Judge Hascheff. He asserts that there is an attorney client privilege between him and Judge Hascheff that shields him from disclosing information to my client, such as discussions he had with Judge Hascheff about his risk of liability. At the same time, however, you insist that Ms. Hascheff must pay half of his bill for those discussions and his advice. Mr. Alexander, in fact, incredibly suggests that his election to involve himself in the dispute between our clients regarding the Marital Settlement Agreement and Decree of Divorce is, in some way, related to the defense of the malpractice action. While I disagree, it reflects that Ms. Hascheff may not rely on Mr. Alexander to protect her interests in connection with the malpractice litigation, but instead will need her own lawyer.

Judge Hascheff insists that any liability arising out of the malpractice claim is a joint or community debt for which Ms. Hascheff is equally responsible. I am unaware of any legal theory or basis on which Judge Hascheff could claim that he has the unilateral right to make all litigation decisions regarding this alleged joint or community obligation. Similarly, I am

Todd Torvinen, Esq.  
June 2, 2020  
Page 2



unaware of any authority that would support his claim that he may keep the facts and legal advice he received, on which he based his litigation decisions, a secret from Ms. Hascheff, but that Ms. Hascheff must pay half of this legal fees for obtaining the advice. If you are aware of such authority, I would be more than happy to review and evaluate the authority you cite.

This is particularly troubling in light of the opinions asserted in paragraphs 3, 4, 5, 6, 7 and 8 of Mr. Alexander's Declaration. What specific facts support his sworn conclusions that Judge Hascheff was clearly at risk of substantial, potentially multimillion-dollar damage award? Judge Hascheff is only clearly at risk of such damages if there are facts that suggest he breached his professional obligation and failed to exercise the requisite standard of care, and as a result a person to whom he owed professional duties was proximately harmed by his breach of duty. Is Mr. Alexander suggesting that such facts exist?

I would also note that the malpractice complaint alleges (I obviously have no knowledge if allegations are accurate) that Pierre represented Todd Jaksick individually and as trustee and beneficiary of his father's trust, that he represented Sam Jaksick, perhaps the trust itself and Todd's family trust. The potential conflicts of interest jump off the page. Did Judge Hascheff obtain written conflict waivers?

Ms. Hascheff cannot possibly evaluate whether Judge Hascheff's decision to retain counsel to represent him in connection with collateral litigation was "prudent" and in her best interest without knowing the facts and risks. In breach of his fiduciary duty, Judge Hascheff did not afford her the courtesy of providing her with this information. Rather, he unilaterally made all decisions and then sent her a bill, while insisting he had every right to keep everything secret from her. He did so for at least a year and potentially much longer.

I would note that the malpractice insurance company has determined that it is appropriate to spend up to \$2,500 in responding to subpoenas such as those at issue here. The insurance company has paid that sum. The insurance company clearly does not believe that all of these expenses that Judge Hascheff demands that my client pay, that are related to the subpoena, deposition and trial testimony, are "claim expenses" related to the malpractice claim. If the insurance company, whose business it is to address what conduct is necessary in connection with a potential malpractice claim, believes that \$2,500 is reasonable, I would rely more heavily on that decision than I would on secret decision-making between Judge Hascheff and his counsel.

Ms. Hascheff remains prepared to pay her one-half of the total fees and expenses related to the malpractice action. From my review of the bills provided by Mr. Alexander, the only fees I can see that are directly related to the malpractice action come to \$95. I appreciate, although disagree with, your claim that my client is responsible for any fees and costs Judge Hascheff elects to incur that he deems to be prudent in connection with collateral lawsuits. However, I need to know what the fees and costs have been that are directly related to the malpractice action, so that Ms. Hascheff can pay her share of the undisputed fees and costs.

Todd Torvinen, Esq.  
June 2, 2020  
Page 3



I would note that under the insurance policy, there is a \$10,000 retention. The limit of my client's obligation, therefore, would be \$5,000, unless there is ultimately a judgment in excess of policy limits. And yet, Judge Hascheff's position would potentially result in my client having a legal obligation well in excess of that \$5,000. That excess exposure, according to his position, is entirely within his control, based on decisions he unilaterally makes based on facts and legal advice that he insists he can keep secret from my client. Again, if you have authority in support of this extraordinary position, I am more than happy to review and evaluate that authority with my client.

In addition, Judge Hascheff deemed it necessary and prudent to have counsel in connection with his role as a percipient witness and with respect to legal advice about how best to approach the malpractice claim and litigation. He is well experienced lawyer. My client is not a lawyer and has no legal training. Her interests in obtaining legal advice are greater than, not less than Judge Hascheff's. Judge Hascheff's counsel has made it clear that his duty is to Judge Hascheff and that his discussions and the advice he gave Judge Hascheff is confidential. Thus, it is, necessarily, of no value to my client.

If she is responsible for the legal fees Judge Hascheff incurs to obtain such advice, he is, necessarily, equally responsible for fees that she incurs in connection with these matters. To date, she has incurred approximately \$5,600 in fees simply to try to obtain the basic information we have repeatedly requested. Any claim Judge Hascheff has should, therefore, be offset by one-half of her fees.

Thus, while it appears entirely possible that we may have to litigate the parties' respective rights and obligations under the language of the MSA you drafted, we do not have to litigate the issue of the fees directly related to the malpractice action as opposed to the fees your client made a strategic decision to incur as a percipient witness in a collateral lawsuit.

If litigation becomes necessary, I will, among other things, request that the Court allow me to conduct discovery with respect to when Mr. Hascheff knew or should have known of the facts on which the underlying malpractice claim is premised. The complaint in the malpractice action reflects that Judge Hascheff's attorney client relationship with the plaintiffs ended before the MSA was signed and Decree entered. The potential conflict issues noted above necessarily existed at the time the work was done. The discovery, necessarily, will focus on whether Judge Hascheff knew or should have known there was a potential risk of a malpractice claim that he did not disclose contrary to paragraph 29 of the MSA.

Should Judge Hascheff decide that finding resolution makes more sense than litigation, I might suggest that his demands on my client be stayed until the malpractice action is finally resolved and the total sums in dispute can be identified. If he believes that litigation of the issue noted above are in his best interest, so be it, my client is prepared to defend herself and seek to recover the legal fees she has and will incur.

Todd Torvinen, Esq.  
June 2, 2020  
Page 4



Pursuant to paragraph 35.2 of the parties' MSA, if we have not been able to reach an agreement within ten days of the date of this letter my client will file a declaratory relief action so that the court can determine my client's liability under these facts. To assure there is no confusion, my client's position is that she is responsible for one-half of the fees and costs associated with the malpractice action. that she is not responsible for Judge Hascheff's fees and costs as a percipient witness and that if Judge Hascheff knew or should have known the facts on which the malpractice claim was premised, this part of their MSA was obtained by fraud. If you have any questions please do not hesitate to ask.

Sincerely,

*Dictated but not read*

Shawn B Meador, Esq.

Cc: L. Hascheff

# EXHIBIT 9

FILED  
Electronically  
DV13-00656  
2020-06-16 02:53:57 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7928035 : mpurdy



June 11, 2020

VIA EMAIL & REGULAR USPS MAIL

todd@toddltorvinenlaw.com

Law Office of Todd L. Torvinen  
Todd Torvinen, Esq.  
232 Court Street  
Reno, NV 89501

Re: Hascheff

Dear Mr. Torvinen:

To assure the accuracy of our motion, I need the following information and documents:

1. To know the current status of the malpractice action;
2. To know the current status of the underlying lawsuit among the Jacsick siblings;
3. A copy of the "multi-page subpoena" referenced in paragraph 2 of Mr. Alexander's declaration that allowed him to speculate that the subpoena could lead to a malpractice action, given that there could only be a meaningful risk of malpractice liability if documents in the file reflected that the work Judge Hascheff did or the advice he gave was in breach of his professional obligations and duties to his clients – if those documents showed he did nothing wrong there would be no basis for such an opinion;
4. To know what documents or other information sought by that subpoena were such that they clearly reflected that they were attempting to undermine "his estate plan and advice which could lead to a malpractice action" as set forth in paragraph 3 of Mr. Alexander's declaration;
5. What facts, circumstances, and written documents led Mr. Alexander to conclude that Judge Hascheff was at risk of a multi-million dollar claim against him;
6. Whether Mr. Alexander still opines that Judge Hascheff is at risk of a multi-million dollar judgement in excess of policy limits.



WOODBURN  
WEDGE

7. Copies of the written conflict waivers that Judge Hascheff obtained when he was, at least according to the malpractice complaint, simultaneously representing multiple clients with potentially conflicting interests.

Sincerely,

*Dictated not read*

Shawn B Meador, Esq.

1 CODE: 2645  
2 Todd L. Torvinen, Esq.  
3 Nevada Bar No. 3175  
4 232 Court Street  
5 Reno, NV 89501  
6 (775) 825-6066

7  
8 IN THE FAMILY DIVISION OF  
9 THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
10 IN AND FOR THE COUNTY OF WASHOE

11 PIERRE A. HASCHEFF,

Case No: DV13-00656

12 Plaintiff,

Dept. No: 12

13 -vs-

14 LYNDA L. HASCHEFF,

15 Defendant.

16  
17 **OPPOSITION TO MOTION FOR CLARIFICATION OR DECLARATORY RELIEF**  
18 **REGARDING TERMS OF MSA AND DECREE**

19 COMES NOW, Plaintiff, Pierre A. Hascheff by and through his attorney, Todd L.  
20 Torvinen, Esq., and hereby files this OPPOSITION TO MOTION FOR  
21 CLARIFICATION OR DECLARATORY RELIEF REGARDING TERMS OF MSA AND  
22 DECREE.

23 AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby  
24 affirm that the preceding document does not contain the social security number of any  
25 person

26 Dated: July 6, 2020

27 The Law Office of  
28 Todd L. Torvinen, Chtd  
Todd L. Torvinen, Esq.



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1 **2. Contractual indemnity.**

2 For the Court's ease and convenience, the indemnity clause, page 12, Section  
3 40 is electronically reproduced:

4 **Indemnity and Hold Harmless**

5  
6 40. Except for the obligations contained in or expressly arising out of this Agreement, each  
7 party warrants to the other that he or she has not incurred, and shall not incur, any liability or  
8 obligation for which the other party is, or may be, liable. Except as may be expressly provided  
9 in this Agreement, if any claim, action, or proceeding, whether or not well founded, shall later be  
10 brought seeking to hold one party liable on account of any alleged debt, liability, act, or omission  
11 of the other, the warranting party shall, at his or her sole expense, defend the other against the  
12 claim, action, or proceeding. The warranting party shall also indemnify the other and hold him  
or her harmless against any loss or liability that he or she may incur as a result of the claim,  
action, or proceeding, including attorney fees, costs, and expenses incurred in defending or  
responding to any such action. In the event Husband is sued for malpractice, Wife agrees to  
defend and indemnify Husband for one half (1/2) the costs of any defense and judgment  
Husband may purchase tail coverages of which Wife shall pay one half (1/2) of such costs.

13 Under Nevada law, the court must enforce an agreement as written when it is  
14 clear as to its terms, and the court does not have authority to deviate from the written  
15 terms of the agreement; see *Canfora v. Coast Hotels and Casinos, Inc.*, 121 Nev. 771,  
16 121 P.3d 599 (2005) (when a contract is clear on its face, it will be construed from the  
17 written language and enforced as written, and the court has no authority to alter the  
18 terms of an unambiguous contract). The court is required to enforce the parties' intent  
19 and the terms of the agreement; see *State ex rel. Masto v. Second Judicial Dist. Court*  
20 *ex rel. County of Washoe*, 125 Nev. 37, 199 P.3d 828 (2009) (when interpreting a  
21 contract, the court construes a contract that is clear on its face from the written  
22 language, and it should be enforced as written). The court makes its  
23 own independent judgment when interpreting the contract; see *Sheehan & Sheehan v.*  
24 *Nelson Malley and Co.*, 121 Nev. 481, 117 P.3d 219 (2005) (interpretation of a  
25 contractual term is a question of law, and the court shall effectuate the intent of the  
26 parties when the terms are clear).

27 A party to a written contract accepts the contract and is bound by the  
28 stipulations and conditions expressed in the contract whether he reads them or not,

1 and ignorance through negligence or inexcusable trustfulness will not relieve a party  
2 from his contract obligations; *Campanelli v. Conservas Altamira, S.A.*, 86 Nev. 838,  
3 477 P.2d 870 ( 1970) (a contracting party is conclusively presumed to know its  
4 contents and to consent to them, and there can be no evidence for the jury as to her  
5 understanding of its terms).

6 Ms. Hascheff asserts that her MSA obligation only reimburses fees and costs  
7 incurred to defend the malpractice action but not fees Judge Hascheff incurred as a  
8 percipient witness. Accordingly, she argues that her obligation for fees and costs arose  
9 only after the filing of the malpractice action. See Motion, p. 9, lines 11-13; p. 12, lines  
10 15-16. As such, she further asserts no obligation under the indemnity to pay for his  
11 decision to retain an attorney to protect his personal interests.

12 Additionally, she asserts that Section 40 includes warranties applicable to  
13 Judge Hascheff as he should have known that there may be a pending claim; and  
14 therefore he breached the MSA for failing to disclose a potential malpractice action  
15 that was filed more than 5 years after the MSA was executed. Ms. Hascheff also  
16 argues that Judge Hascheff had no need to engage a lawyer to represent him; and he  
17 could have and should have testified in the underlying trust litigation sans counsel  
18 even though such litigation substantially questioned the advice he provided to Samuel  
19 Jaksick allegedly depriving certain of the Jaksick children of their share of the estate  
20 (trust) after the death of Samuel Jaksick.

21 Clearly, the last sentence of Section 40 must be read in conjunction with the  
22 entire Section. Ms. Hascheff apparently agrees with said interpretation see Motion p.  
23 10, lines 23-25; p. 11, lines 1-2 and p. 12, lines 6-7. Section 40 unambiguously  
24 indicates that if any claim, action, or proceeding, whether or not well-founded shall  
25 later be brought seeking to hold one party liable on account of any alleged debt,  
26 liability, act, or omission the other party at his or her sole expense must defend the  
27 other against said claim, action or proceeding. It also provides that in addition to this  
28 defense obligation, the party must also indemnify the other and hold him or her

1 harmless against any loss or liability that he or she may incur as a result of the claim,  
2 action or proceeding including attorney's fees, costs and expenses incurred in  
3 defending or responding to such action. As a subset and part of that all-encompassing  
4 language providing a full defense and complete unconditional indemnification a  
5 provision was added that in the event said claim, action or proceeding, involved a  
6 malpractice action whether or not well-founded, it obligated the other party to pay only  
7 one-half (1/2) the defense costs and indemnify only one-half (1/2) of any judgment if  
8 any, entered against said party.

9       Without this provision it would be unfair for Ms. Hascheff to pay for 100% of the  
10 defense and 100% of any judgment entered against Judge Hascheff. She should only  
11 be responsible for one half. The other reason this provision also involves fairness, as it  
12 would be unfair and inequitable for the parties to equally divide the community estate  
13 largely created through Judge Hascheff's law practice yet post-divorce only Judge  
14 Hascheff's one half (1/2) would bear the entire risk from a malpractice action from legal  
15 services rendered during the marriage. Hypothetically, a successful malpractice action  
16 would simply wipe out one party's assets and inequitably leave the other party  
17 untouched.

18       Unfortunately, Ms. Hascheff's counsel failed to comprehend the basic  
19 mechanics of an obligation to defend and indemnify under a contractual indemnity  
20 agreement. Contractual indemnity arises pursuant to a contract provision, where  
21 parties agree that one party will reimburse the other party for liability resulting from the  
22 former's work. See *Rayburn Lawn and Landscape Designers, Inc.* 127 Nev. 331, 255  
23 P3d268 (2011). Further, when a duty to indemnify arises contractually it is enforced in  
24 accordance with its terms and is *not* subject to equitable considerations. See *Rayburn*  
25 *Lawn and Landscape Designer Inc.* id; and *United Rentals Highway TAC v. Wells*  
26 *Cargo*, 128 Nev. 666, 289 P.3d 221 (2012) (when a duty to indemnify arises from a  
27 contract it is not subject to equitable considerations, rather it is enforced in accordance  
28 with the terms of the contracting parties agreement and intent).

1 It should also be noted that when an indemnity clause also imposes a duty to  
2 defend that duty is broader than the duty to indemnify because it covers not just claims  
3 under which the indemnitee is liable but also claims under which the indemnitee could  
4 be found liable. *MT builders LLC v. Fisher Roofing, Inc.* 219 Ariz. 297 197 P.3d 758  
5 (2008) (private indemnity clauses, like those in an insurance agreement, require the  
6 insurance company to defend all claims against the insured regardless of the claims  
7 merits). When a lawyer is sued for malpractice and the former client alleges  
8 negligence in professional services, such clauses by definition require the indemnitor  
9 to indemnify the indemnitee attorney and pay defense costs whether or not the  
10 attorney is found to be negligent.

11 Because the courts will not entertain equitable considerations, Ms. Hascheff's  
12 claims of breach of fiduciary duty and breach of the implied covenant of good faith are  
13 not considered.<sup>1</sup> Unlike equitable indemnification which does not apply here,  
14 contractual indemnity is enforced in accordance by its terms. See *United Rentals*, id.  
15 The clear terms of this indemnity require Ms. Hascheff to pay one-half of the defense  
16 costs at a minimum. There is no judgment against Judge Hascheff at this time  
17 because the malpractice litigation is ongoing, as is the underlying trust litigation. See  
18 below for the discussion of the courts dismissing claims of breach of the implied  
19 covenants of good faith and fair dealing and breach of fiduciary duty when the  
20 indemnitee enforces contractual indemnity against the indemnitor.

21 Ms. Hascheff impracticality argues that Judge Hascheff did not need to retain  
22 counsel and he could have testified in the underlying litigation without an attorney.  
23 Asserting that Judge Hascheff should have foolishly proceeded without counsel during  
24 the depositions and a trial in the underlying trust action means that Judge Hascheff  
25

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26 <sup>1</sup> Ms. Hascheff cites *Williams v. Waldman*, 108 Nev. 486, 836 P.2d 614, 619 (Nev. 1992) re fiduciary  
27 duty. However, *Williams* is inapplicable where the nonlawyer spouse has independent counsel. See  
28 also *Cook v. Cook*, 912 P.2d 264, 112 Nev. 179 (Nev. 1996) (independent and competent counsel  
required for nonlawyer spouse). Strangely since opposing counsel represented Ms. Hascheff in the  
divorce matter, *Williams* and *Cook* only apply if opposing counsel concedes his representation of Ms.  
Hascheff in the divorce and negotiation of the MSA were otherwise

1 would be defenseless without counsel to object to improper questioning, protect  
2 against eliciting inadmissible evidence and raise other legitimate legal objections to  
3 protect his interest and Ms. Hascheff's interest(s). After all, their interests align  
4 because without a lawyer, Judge Hascheff exposes both himself and Ms. Hascheff to  
5 extreme risk of increasing the probability of a malpractice judgement liability against  
6 both against him and her. It was critical to defend the claims in the trust action as they  
7 likely become res judicata and collateral estoppel defenses in the malpractice action  
8 and eliminate Ms. Hascheff being required to pay one-half of the likely much higher  
9 defense costs and the judgment. Judge Hascheff's need to engage counsel to early  
10 address and cut off any possible claims arising out of or determined in the underlying  
11 litigation should not be subject to question under the circumstances.

12 Ms. Hascheff also argues that any costs incurred by Judge Hascheff to enforce  
13 the indemnity are not reimbursable. She argues she is only responsible for the fees  
14 incurred in the malpractice action. The contrary is true. The basis for indemnity is  
15 restitution that is one person is unjustly enriched when another discharges the liability  
16 that should be his or her responsibility pursuant to the contract. It is just and fair that  
17 the indemnitor should bear the loss rather than shifting it entirely to the indemnitee or  
18 dividing it proportionately between the parties by contribution. See *Piedmont*  
19 *Equipment Co., Inc. v. Eberhard, MFG. Co.* 99 Nev. 523 665 P. 2D 256 (1983). (An  
20 indemnitee is not held harmless pursuant to an express or implied indemnity  
21 agreement if the indemnitee must incur costs and attorney's fees to vindicate their  
22 rights).

23 Therefore, the fees incurred by Todd Alexander in preparing his affidavit  
24 justifying Judge Hascheff's retention of insurance defense counsel was prudent and  
25 prepared in direct response to Ms. Hascheff's allegations that Mr. Alexander's  
26 engagement was unnecessary and not covered by the indemnity. Mr. Alexander and  
27 counsel's fees would therefore be reimbursable not only under the indemnity case law  
28 but also Section 40 of the MSA See Exhibit 1, Mr. Alexander's declaration.

1 Consistent with an equal division of property and liabilities, Section 40 modified  
2 the all-inclusive indemnity to limit Ms. Hascheff's exposure to only one half (1/2) of the  
3 cost of any defense and judgment. Otherwise, Section 40 could be interpreted to  
4 require her to pay the whole amount which was not appropriate since each party  
5 received 50% of the marital estate.

6 The concrete proof that the potential malpractice threat disclosed by the  
7 depositions and trial testimony from the underlying trust action sounded principally and  
8 substantially in malpractice comes from malpractice defense counsel's redacted billing  
9 records previously produced to Ms. Hascheff.

10 **LEMONS, GRUNDY & EISENBERG**  
11 **6005 Plumas Street, Third Floor**  
12 **Reno, Nevada 89519-6000**  
13 **(775) 786-6868**  
14 **Tax I.D. #88-0122938**

15 **Allied World**  
16 **BILL THROUGH SERENGETI**

17 **ATTN: Andy Kerney**

18 **Hascheff, Pierre re: Allied World**  
19 **2018018714**

20 **Page: 1**  
21 **08/27/2019**  
22 **OUR ACCOUNT NO: 52-8603M**  
23 **STATEMENT NO. 8**

24 **\$2500**

25	03/26/2018	PREVIOUS BALANCE	\$11,851.80
26	03/26/2019	Payment - Thank you Allied World	-1,500.00
27	04/08/2019	Payment - Thank you Allied World	-150.00
28	04/18/2019	Payment - Thank you PAH Limited LLC	-1,000.00
	05/16/2019	Payment - Thank you Allied World	-1,050.00
		Payment - Thank you PAH LIMITED II LLC	-1,000.00
		TOTAL PAYMENTS	-4,500.00
		BALANCE DUE	\$7,351.80

29 Generally, the terms of Judge Hascheff's malpractice tail policy require him to  
30 pay the first \$10,000 of fees and costs, and then the insurance company, Allied World  
31 pays the rest. Nevertheless, the fact that the insurance company picked up the  
32 defense and paid defense fees in the trust litigation of \$2500, although not required  
33 under the policy, conclusively shows that Judge Hascheff's involvement in the  
34 underlying trust case primarily involved potential malpractice claims. See also  
35 Declaration of Judge Hascheff attached

1 **3. Ms. Hascheff's fiduciary duty claims**

2 With respect to Judge Hascheff's breach of a fiduciary duty and the implied  
3 covenant of good faith and fair dealing, such claims have routinely been denied in  
4 contractual indemnification claims. See *Rayburn Lawn and Landscape Designers*  
5 *supra*, *United Rentals Highway* *supra*. Indeed, a fiduciary duty jury instruction is  
6 considered both erroneous and prejudicial with regard to litigation between and  
7 indemnitee and indemnitor. See *Insurance Co. of the West v. Gibson Tile Co.*, 122  
8 Nev. 455, 134 P.3d (2006).

9 Similarly, although every contract contains an implied covenant of good faith  
10 and fair dealing, an action in tort for breach of the covenant arises only in rare and  
11 exceptional cases when there is a special relationship between the victim and  
12 tortfeasor which is characterized by elements of public interest, adhesion and fiduciary  
13 responsibility. See *Kmart Corp. v. Ponsock*, 103 Nev. 39, 49, 732P. 2<sup>nd</sup> 1364, 1370  
14 (1987) (abrogated on other grounds).

15 Examples of special relationships include those between insurers and insureds,  
16 partners and partnerships and franchise agreements. See *Insurance Co. of the West*  
17 *v. Gibson Tile Co., Inc.*, *supra* (fiduciary duty instruction not appropriate when  
18 indemnitee brought indemnity action against the indemnitor). Although this case  
19 involved a surety relationship the court clearly stated that the indemnitee had a right to  
20 pursue its indemnification claim under the plain terms of the indemnity contract for  
21 costs incurred in defending the action brought against it on the bond by the suppliers  
22 regardless of whether any payment was ultimately made by the surety under the bond.  
23 See also *Harvey v. United Pacific Ins. Co.*, 109 Nev. 621 856 P.2d 240 (1993)  
24 (indemnitee's claims of bad faith, breach of fiduciary duty, breach of the implied  
25 covenant of good faith and fair dealing and other claims were found to have no merit).  
26 In that case the indemnity contract provided for the payment all of the plaintiff's costs  
27 and attorney's fees incurred by the plaintiff in enforcing its rights under the indemnity  
28 agreement against the indemnitor.



1 Ms. Hascheff's argument that when an indemnitee exercises a contractual right  
2 of indemnity and triggers the indemnitor's duty to defend, it entitles her to assert  
3 equitable defenses of fiduciary duty, breach of implied covenant of good faith and fair  
4 dealing is not consistent with law of this State and other jurisdictions. Her argument  
5 plainly leads to a nonsensical conclusion that whenever a party to a purchase  
6 agreement, a lease or other contract exercises the right to indemnity and defense, it  
7 creates a fiduciary duty and implied covenants simply by exercising their contractual  
8 right. Further, an indemnitor and indemnitee by definition are adverse with "no special  
9 relationship" only a contractual relationship and no implied covenant of good faith. See  
10 *Insurance Co. of the West v. Gibson Tile Co., Inc.*, supra.

11 It is not uncommon for an indemnitee to remain involved for several years in  
12 the underlying litigation and then once litigation is concluded and the damages are  
13 ascertained; then and only then will the indemnitee notify the indemnitor for of the  
14 obligation to pay said damages. Therefore, Judge Hascheff did not breach his fiduciary  
15 duty, if any, by waiting to inform her of the malpractice action until after the jury  
16 decided the legal claims in the underlying trust litigation. It should also be noted many  
17 indemnity agreements include notice provisions but this one did not.

18 Finally, Ms. Hascheff argues that because this is a community debt that judge  
19 Hascheff owes her some sort of fiduciary obligation. By definition, an indemnitee and  
20 indemnitor are adverse parties since one party must pay part or all of an obligation or  
21 costs paid or incurred by the other party. This indemnity obligation is also not a  
22 community debt as no community property exists. Once the divorce was final the  
23 community property became separate property of each spouse. Both spouses agreed  
24 under the indemnity provision that his or her post-divorce separate property would be  
25 pledged in the event a potential claim existed alleging malpractice whether the claim  
26 had merit or not. To argue that the claim for indemnity is a community property  
27 obligation with resulting fiduciary duties is simply not legally correct. See NRS  
28 125.150.1 (equal division and distribution of community property), and NRS 125.150.3

1 (3-year statute of limitations from divorce for motion to divide community property  
2 omitted through fraud or by mutual mistake). Here, the parties obtained their divorce  
3 decree more than 7 years ago.

4  
5 **4. Ms. Hascheff falsely alleges failure to disclose critical information to Ms.  
Hascheff.**

6 Opposing counsel argues that Judge Hascheff failed to notify Ms. Hascheff of  
7 the subpoena he received on or about July 2018; that he failed to disclose that a  
8 complaint for malpractice was filed against him on December 26, 2018; and that he  
9 intentionally withheld both events secret from Ms. Hascheff. Ms. Hascheff then argues  
10 that Judge Hascheff therefore had a fiduciary duty to notify her of a potential claim and  
11 the risk of her liability under the indemnification agreement. She also asserts that her  
12 consent was a condition precedent to Judge Hascheff incurring any legal expenses so  
13 she could decide whether or not to share in those costs; and with such knowledge she  
14 could have protected herself in some fashion. Based on these assertions, she  
15 conclusively determines that judge Hascheff breached a fiduciary duty to her and  
16 breach the implied covenant of good faith and fair dealing and therefore equitable  
17 estoppel applies and prevents Judge Hascheff from proceeding under the indemnity  
18 agreement. This is not legally correct. See section 3 above.

19 First, Judge Hascheff did not keep the potential for a malpractice claim secret  
20 from Ms. Hascheff. Judge Hascheff believed that the underlying trust action would be  
21 resolved, and the malpractice action filed in December 2018 would eventually be  
22 dismissed. See Judge Hascheff's affidavit attached.

23 The underlying trust litigation went to trial before a jury. The jury returned a  
24 favorable verdict. The jury believed Judge Hascheff's testimony that the advice he  
25 provided his client was legally sound and beneficial to his client. The jury also found  
26 that he followed his client's wishes and did not intentionally or otherwise orchestrate  
27 and execute an estate plan which deprived certain beneficiaries of their expected  
28 share of their father's estate

1           It is Judge Hascheff's understanding that there remain some pending equitable  
2 claims in the underlying trust litigation to be decided by the trial judge. The underlying  
3 litigation concerning the equitable claims remains pending and therefore the  
4 malpractice action has been stayed until the disposition of the equitable claims. See  
5 Judge Hascheff's Declaration attached.

6           Unfortunately, opposing counsel misunderstands the appropriate protocol in  
7 filing a malpractice action. Typically, the client waits for resolution of the underlying  
8 litigation and if the client is damaged by following his counsel's legal advice, the client  
9 then possesses a potential claim for malpractice. Malpractice actions are generally not  
10 asserted against the attorney first because the underlying litigation may result in the  
11 client not incurring damages and not being harmed. See section 6 below.

12           Judge Hascheff had no choice but to wait and assist in the course and outcome  
13 of the underlying action. He also had the right under the indemnity to wait until the  
14 underlying action was concluded or substantially concluded before he made a claim  
15 for indemnity.

16           There is nothing Ms. Hascheff could do to change the resolution of the  
17 underlying trust action whether she knew at the outset or in January 2020. Hiring her  
18 own counsel in the underlying trust action would have been factually and legally  
19 nonsensical because her lawyer could only observe as her appearance and  
20 involvement would not be relevant to the underlying trust action or the malpractice  
21 action.

22           Indemnitors generally do not involve themselves in underlying litigation which  
23 involves the indemnitee and the indemnitee is within his legal right to conclude the  
24 litigation and determine actual losses prior to making a claim against the indemnitor.  
25 See *Lund v. 8<sup>th</sup> Judicial District Court, Clark County* 127 Nev. 358, 255 P.3d 280  
26 (2011) (defendant is permitted to defend the case and at the same time assert his right  
27 of indemnity against the party ultimately responsible for the damage). Ms. Hascheff  
28 cannot show that she faces substantial prejudice by receiving notice of the underlying

1 malpractice claim in January 2020, rather than earlier since the underlying legal claims  
2 have been adjudicated in favor of Judge Hascheff substantially reducing the risk for  
3 potential malpractice claims against him and a judgment against her.

4  
5 ***5. Ms. Hascheff's allegation that Judge Hascheff's refused to provide  
information justifying his claim.***

6 Ms. Hascheff argues that Judge Hascheff has refused to provide the  
7 information requested so she could determine whether she should share the costs  
8 required under the indemnity agreement. This allegation could not be farther from the  
9 truth. After Judge Hascheff sent his request for payment under the indemnity for his  
10 defense costs on January 15, 2020, (see p. 3 Ms. Hascheff's Motion Exhibit 1) he  
11 received a letter from Ms. Hascheff on January 17, 2020, asserting equitable claims.

12 On February 4, 2020, Ms. Hascheff's sister, Lucy Mason, also an attorney  
13 emailed a demand for certain documentation. Judge Hascheff immediately responded  
14 to the demand and provided the documents. On February 5, 2020 Judge Hascheff  
15 emailed the documents Lucy Mason requested including without limitation canceled  
16 checks for the payment of the attorney's fees related to the action, endorsement  
17 showing the malpractice tail coverage, the actual policy, correspondence between him  
18 and the carrier's adjuster, the MSA, the 40 page subpoena from the underlying trust  
19 action, the malpractice complaint and the invoices from defense counsel. Please see  
20 Exhibit 2:

21 The only documents Judge Hascheff did not provide to Lucy Mason were the  
22 detailed billing invoices which contained privileged and confidential attorney-client  
23 communications. Judge Hascheff did provide detailed billing statements to Ms.  
24 Hascheff's counsel upon his request with only a few redacted entries.

25 Although Judge Hascheff previously provided all documents requested by Lucy  
26 Mason, Ms. Hascheff's counsel unconditionally rejected the indemnification request  
27 and then demanded the same documents. Judge Hascheff informed opposing counsel  
28 said documents were previously provided. See Exhibit 3.

1 Ms. Hascheff's counsel then later demanded all correspondence between  
2 Judge Hascheff and his defense counsel and the plaintiff in the malpractice action.  
3 See Exhibit 3 attached to Ms. Hascheff's Motion. Ms. Hascheff's counsel falsely  
4 asserted that the indemnification created a community debt which somehow entitled  
5 him access to sensitive, confidential, and attorney-client information. This is  
6 particularly disturbing as the equitable claims are still pending with the trial judge in the  
7 underlying trust litigation. Judge Hascheff does not intend to provide this attorney-  
8 client correspondence even though much of what took place were oral conversations  
9 at meetings with his attorneys, See the Declaration of Judge Hascheff attached.

10 In contractual indemnity the indemnitee need only provide documentation  
11 showing that the obligation to indemnify is within the scope and terms of the indemnity  
12 and the defense costs and/or damages incurred. Judge Hascheff did exactly that. To  
13 ask for anything more especially privileged correspondence and communication  
14 between Judge Hascheff and defense counsel simply aims at harassing and  
15 intimidating Judge Hascheff in order to delay payment of a legitimate obligation from  
16 the MSA. Judge Hascheff is not hiding as Ms. Hascheff suggests behind the attorney  
17 client privilege. Judge Hascheff paid the obligation for which he is entitled to  
18 indemnification and provided as proof of payment and the actual invoices showing  
19 payment.

20 ***6. False assertion that Judge Hascheff's indemnity letter dated January 15, 2020***  
21 ***contained misleading information and statements.***

22 Ms. Hascheff argues that Judge Hascheff's letter requesting indemnity  
23 contained misleading information. Judge Hascheff stated that the malpractice litigation  
24 was ongoing, and he would be sending additional invoices. In this letter Judge  
25 Hascheff attached the invoices showing the total amount due and Ms. Hascheff's one  
26 half. Because the malpractice action was stayed, Ms. Hascheff argues he  
27 misrepresented that the malpractice action was ongoing and he did not disclose that  
28 the invoices and costs related to his testimony by deposition and at trial with respect to

1 the underlying litigation was in a capacity of a percipient witness and unrelated to any  
2 malpractice action. Third, he demanded \$5200.90 when in fact he only paid \$1000. As  
3 a related argument since Judge Hascheff paid most of the invoices, the insurance  
4 carrier must have believed that the malpractice action and threat had no merit  
5 otherwise they would have paid the invoices. Finally, Ms. Hascheff asserts that since  
6 the malpractice action has been stayed and no costs have been incurred, therefore  
7 she has no liability under the indemnity agreement. All such statements and  
8 allegations are false.

9 First the malpractice action is ongoing. The attorneys stipulated that the action  
10 be stayed because the equitable claims have not yet been resolved only legal claims  
11 have been resolved. The equitable claims are still pending before Judge Hardy and  
12 the attorneys are awaiting that decision. The lawyers do not want to proceed with the  
13 malpractice action until these equitable claims are decided. Judge Hascheff has  
14 incurred and will continue to incur costs both in the equitable claim litigation and the  
15 malpractice litigation. He has and will continue to receive additional invoices.

16 As indicated in section 4 above, before a malpractice action is filed the plaintiff  
17 will generally proceed with the underlying litigation first to determine the outcome and  
18 if the plaintiff loses in the underlying litigation it will then have a sufficient factual basis  
19 to proceed against the attorney whose advice cause damage to the plaintiff in the  
20 malpractice action. Therefore, Judge Hascheff was not just a percipient witness in the  
21 underlying litigation. He was there to substantiate his advice was accurate and met the  
22 standard of care. The jury agreed with him and hopefully the judge will in the  
23 underlying equitable claims. To argue that Ms. Hascheff is not liable for his testimony  
24 for 4 days and countless hours of preparation is ridiculous.

25 The required elements of a legal malpractice claim are (1) an attorney-client  
26 relationship; (2) a duty owed to the client by the attorney to use such skill, prudence  
27 and diligence as lawyers of ordinary skill and capacity possess in exercising and  
28 performing the tasks which they undertake; (3) a breach of that duty; (4) the breach

1 being the proximate cause of the client's damages; and (5) actual loss or damage  
2 resulting from the negligence. *Sorensen v. Pavlikowski* 94 Nev. 440, 443, 581 P2d  
3 2nd 851, 853 (1978). See also NRS 11.207 which provides the statute of limitations  
4 will not commence to run against an attorney malpractice cause of action until the  
5 claimant sustains damages. Therefore, the attorney's action or inaction must be the  
6 proximate and actual cause of the damages to the client.

7         Several Nevada cases hold that the underlying litigation must conclude  
8 including appeals when the legal malpractice action alleges errors in the course of the  
9 underlying litigation. See *Hewitt v. Allen* 118 Nev. 216, 221, 43P 3rd 345, 348 (2002);  
10 *Semenza v. Nevada Med. Liab. Ins. Co.* 104 Nev. 666, 668, 765P. 2D 184, 186 (1988)  
11 (the purpose of the litigation malpractice tolling rule is to prevent malpractice litigation  
12 where the underlying damage is speculative or remote since the apparent damage  
13 may banish with a successful prosecution of an appeal and ultimate vindication of the  
14 attorney's conduct by the appellate court); and *Kopicko v. Young* 114 Nev. 1333, 971P  
15 2nd 789 (1998) (the malpractice action did not accrue until dismissal of the appeal on  
16 the underlying litigation because no legal damages had yet been sustained as a result  
17 of the alleged negligence). As a result, if at the commencement of the malpractice  
18 action in the context of transactional legal malpractice there is the presence of a  
19 separate litigation regarding the transaction, the malpractice action will be stayed  
20 pending the resolution of the underlying action. It should also be noted that the stay is  
21 effective for purposes of the 2- and 5-year provisions under NRCP Rule 41 (e).

22         The reason Judge Hascheff engaged counsel and substantial resources were  
23 invested in the underlying trust litigation in order to show that his advice and  
24 documents he prepared were correct and in the best interest of his client. The jury  
25 agreed with respect to the legal claims of damages in the underlying litigation. Now  
26 only the equitable claims are pending before the trial court. See *Kahn v. Mowbray* 121  
27 Nev. 464, 117 P 3rd 227 (2005) (whenever any issues, claims or facts are decided in  
28 the prior underlying litigation they are collaterally barred from relitigating even if a claim

1 of legal malpractice had not yet accrued discussing the applicability of collateral  
2 estoppel, issue and claim preclusion i.e. res judicata). It should be noted in *Kahn* case  
3 the court concluded that most of the issues involved in the malpractice suit were *not*  
4 actually and necessarily litigated in the prior underlying prior action and therefore the  
5 Nevada Supreme Court allowed the malpractice action to proceed. However, the  
6 Nevada Supreme Court made it very clear that if the issues and facts were the same  
7 or potentially said matters could have been brought up in the underlying litigation the  
8 claimant will be barred in a subsequent malpractice action.

9 Judge Hascheff in fact paid the amount shown in the January 15, 2020 letter  
10 and not just \$1000. The insurance carrier paid \$2500 towards Judge Hascheff's  
11 attorney because they believed that the underlying litigation was a precursor to the  
12 malpractice action and decided to pay \$2500 towards the outstanding invoices even  
13 though they were not required to under the policy. There was also a \$10,000  
14 deductible which caused the remaining invoices to be paid by Judge Hascheff. This  
15 deductible did not kick in until the malpractice action was filed and therefore any legal  
16 bills other than the \$2500 was paid by Judge Hascheff as shown in the invoices.

17 Although the malpractice action is stayed for the moment Judge Hascheff's  
18 attorney is incurring fees and costs in appearances in front of that judge. The judge  
19 agreed to the stay because he understands that the underlying litigation must be  
20 concluded before proceeding with the malpractice action.

21 Ms. Hascheff admits in her motion that she should be responsible only for fees  
22 incurred after Judge Hascheff is sued for malpractice. See Motion page 3, lines 1-4. A  
23 review of the invoices clearly demonstrate that the \$1300, \$150, and \$2150 invoice  
24 represent costs incurred prior to the filing of the malpractice action of which the  
25 insurance company paid \$2500. The balance of the invoices representing \$8748.10 of  
26 the fees and costs were incurred after the malpractice action was filed which means  
27 Ms. Hascheff would be responsible by her own admission for \$4374.50 and any  
28



1 ongoing invoices not paid by the carrier until the deductible is met. Please see the  
 2 following spreadsheet/analysis:

3		Amount	Amount	
4		Incurred	Incurred	
5	Date	(before malpractice suit filed)	(after malpractice suit)	Total
6	9/14/2018	\$1,300.00		
7	10/5/2018	\$50.00		
8	10/18/2018	\$100.00		
9	11/16/2018	\$125.00		
10	11/17/2018	\$2,025.00		
11	1/24/2019		\$825.00	
12	1/31/2019		\$1.80	
13	2/5/2019		\$75.00	
14	2/19/2019		\$1,025.00	
15	2/20/2019		\$1,175.00	
16	2/21/2019		\$1,775.00	
17	2/22/2019		\$1,875.00	
18	2/24/2019		\$600.00	
19	2/25/2019		\$900.00	
20	3/22/2019		\$200.00	
21	6/21/2019		\$200.00	
22	7/1/2019		\$20.00	
23	9/25/2019		\$75.00	
24	3/31/2019		\$1.30	
25	Total Fees	\$3,600.00	\$8,748.10	
26	Paid by			
27	insurance	(\$2,500.00)		
28	Remaining	\$1,100.00	\$8,748.10	\$9,848.10
29	Due from			
30	Ms.			
31	Hascheff			
32	(1/2)			\$4,924.05

33 //

34 //

1 **7. Ms. Hascheff is NOT entitled to attorney's fees.**

2 Section 35 clearly provides that any party intending to bring an action or  
3 proceeding to enforce this agreement shall not be entitled to recover attorney's fees  
4 and costs unless she first gives the other party at least 10 days written notice before  
5 filing the action or proceeding. That written noticed must include (one) whether the  
6 subsequent action or proceeding is to enforce the original terms of the agreement (2)  
7 the reasons why the moving party believes the subsequent action or proceeding is  
8 necessary (3) whether there is any action that the other party may take to avoid the  
9 necessity for the subsequent action or proceeding and (4) a period of time within which  
10 the other party may avoid the action or proceeding by taking the specified action. Ms.  
11 Hascheff failed to provide the appropriate 10-day written notice as well as the section  
12 35 disclosures and therefore she is not entitled to attorney's fees.

13 Judge Hascheff by contrast is entitled to attorney's fees on two fronts. First, he  
14 sent a ten-day notice to Ms. Hascheff's attorney on March 1, 2020. See Ms. Hascheff's  
15 motion Exhibit 4 and Exhibit 7. As provided by the above case law, the indemnity and  
16 the duty to defend by their very definition include attorney's fees and costs incurred in  
17 the underlying litigation and to enforce the indemnity otherwise the indemnitee is not  
18 made a whole under the theory of restitution. In addition, Ms. Hascheff counsel was  
19 advised early on he was wrong on the law but chose to proceed anyway. See Exhibit  
20 4.

21 **8. Ms. Hascheff's remaining arguments**

22 Ms. Hascheff's remaining arguments are without merit and will not be  
23 responded to because they have nothing to do with Judge Hascheff's contractual right  
24 to be reimbursed for his defense costs and if a judgment is entered against him in the  
25 malpractice action to also be reimbursed under the clear terms of the indemnity  
26 agreement. The argument now asserted for the first time after 8 years that Judge  
27 Hascheff took advantage of his wife in negotiating the MSA and convinced her to  
28 ignore her lawyer is completely without merit. Ms. Hascheff's counsel fails to disclose

1 that he was her counsel throughout out and approved all of the drafts including the  
2 final draft of the which included the indemnity language from the outset. Ms.  
3 Hascheff's attorney advised her to sign it See *Companelli v. Conservas* supra (signing  
4 party is conclusively presumed to know and consent to its contents). The cases cited  
5 by Ms. Hascheff applied when the spouse was convinced by her attorney husband to  
6 proceed without an attorney and therefore, she did not have competent and  
7 independent counsel advising her. Those cases would not apply in this case unless  
8 her counsel was not independent and incompetent.

CONCLUSION

9  
10 As a result of the foregoing, Judge Hascheff moves this Court for an order as  
11 follows

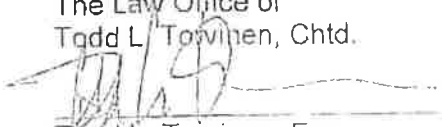
12 1. That Petitioner, Lynda Hascheff's, MOTION FOR CLARIFICATION OR  
13 DECLARATORY RELIEF REGARDING TERMS OF MSA AND DECREE be denied.

14 2. For such other relief that the Court deems appropriate.

15 AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby  
16 affirm that the preceding document does not contain the social security number of any  
17 person.  
18

19 Dated July 1, 2020.

20 The Law Office of  
21 Todd L. Torvinen, Chtd.

22   
23 Todd L. Torvinen, Esq  
24 Attorney for Pierre Hascheff  
25  
26  
27  
28

# DECLARATION OF PIERRE A. HASCHEFF

I, Pierre A. Hascheff hereby make the following statements. I declare under penalty of perjury that the following is true and correct.

1. Pursuant to the billing statements and invoices previously sent to Lucy Mason and Ms. Hascheff's attorney the total amount of the invoices is \$12,348.10. Of that amount \$3600 was incurred prior to the filing of the malpractice complaint on December 26, 2018.

2. Allied world insurance company paid \$2500 of the \$3600 leaving \$1100 which I paid. The balance of the fees \$8748.10 was incurred after the filing of the malpractice complaint. I also paid that amount.

3. There is an outstanding bill which I have not yet received which should be approximately \$700. I anticipate that there will be additional attorneys' fees and costs until the underlying trust litigation and malpractice litigation is concluded.

4. Allied world insurance company is not required to pay any sums pursuant to the malpractice coverage. However Allied agreed to pay the \$2500 to allow my defense counsel to review the subpoena and start the defense.

5. The policy also provides that the insurance company retention/deductible of \$10,000 does not commence to accrue until after the malpractice complaint is filed. That is why I was required to continue to pay for the fees and costs prior to the filing of the complaint. We still have not exhausted the \$10,000 deductible and anticipate additional payments will be made by myself to the company until their obligation to pay the fees applies.

6. I did not keep any potential malpractice claim or the malpractice lawsuit secret from Ms. Hascheff. I understood and therefore anticipated there would be a quick resolution to the underlying trust litigation however it took longer to resolve than originally anticipated. My intent was to simply provide the final bills under the indemnity but when the underlying trust litigation appeared that it may go on for a substantial period of time I notified Ms. Hascheff of the indemnity agreement and included the invoices.

6. At the time we signed the marital settlement agreement on September 1, 2013 I had no knowledge that they were any potential malpractice claims. In Almost 30 years of practicing law I never was sued for malpractice nor was I confronted with any claims.

7. Currently being legal claims have been decided by the jury in the underlying trust litigation and it is my understanding that there are equitable claims pending before the District Court. As a result, the malpractice litigation was placed on hold before that judge until the equitable claims can be concluded.

8. Because the resolution of the underlying trust litigation is critical in determining whether a malpractice action will proceed, I immediately retained defense counsel.

9. Many of my conversations and communications with my lawyer and or communications with other attorneys involved in the underlying trust litigation were done in person. I do not believe that any written documentation between myself and my lawyer involving deposition and trial strategy should be produced because it involves sensitive and confidential information.

AFFIRMATION PURSUANT TO NRS 239B.030 The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Executed on July 6, 2020

  
Pierre A. Hascheff

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EXHIBIT INDEX

Exhibit 1	Declaration of Todd Alexander	2 pages
Exhibit 2	Email between Judge Hascheff and Lucy Mason	2 pages
Exhibit 3	Email between Judge Hascheff and Shawn Meador	2 pages
Exhibit 4	Email between Judge Hascheff and Shawn Meador	2 pages

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

\*\*\*

Pierre A. Hascheff }  
VS. }  
Lynda L. Hascheff }

FAMILY COURT MOTION/OPPOSITION NOTICE (REQUIRED)
CASE NO. DV13-001256
DEPT. NO. 12

**NOTICE:** THIS MOTION/OPPOSITION NOTICE MUST BE ATTACHED AS THE LAST PAGE to every motion or other paper filed pursuant to chapter 125, 125B or 125C of NRS and to any answer or response to such a motion or other paper.

A.	Mark the CORRECT ANSWER with an X.	YES	NO
	1. Has a final decree or custody order been entered in this case? If <u>yes</u> , then continue to Question 2. If <u>no</u> , you do not need to answer any other questions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Is this a motion or an opposition to a motion filed to change a final order? If <u>yes</u> , then continue to Question 3. If <u>no</u> , you do not need to answer any other questions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Is this a motion or an opposition to a motion filed only to change the amount of child support?	<input type="checkbox"/>	<input type="checkbox"/>
	4. Is this a motion or an opposition to a motion for reconsideration or a new trial <u>and</u> the motion was filed within 10 days of the Judge's Order?	<input type="checkbox"/>	<input type="checkbox"/>
	IF the answer to Question 4 is YES, write in the <u>filing date</u> found on the front page of the Judge's Order.	Date	
B.	If you answered NO to either Question 1 or 2 or YES to Question 3 or 4, you are <u>exempt</u> from the \$25.00 filing fee. However, if the Court later determines you should have paid the filing fee, your motion will <u>not</u> be decided until the \$25.00 fee is paid.		

I affirm that the answers provided on this Notice are true.

Date: 7-6-13

Signature:

Todd L. Torvinen

Print Name:

Todd L. Torvinen, Esq.

Print Address:

232 Court Street

Telephone Number:

Reno, NV 89501

(775) 825-6066

EXHIBIT "1"

FILED  
Electronically  
DV13-00656  
2020-07-06 03:45:21 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7956749 : yvyloria

EXHIBIT "1"

DECLARATION OF TODD R. ALEXANDER, ESQ.

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STATE OF NEVADA                    )  
  ) ss.  
COUNTY OF WASHOE                )

I, TODD R. ALEXANDER, hereby declare the following under the penalty of perjury:

1. I am an attorney and partner at Lemons, Grundy & Eisenberg, licensed in the State of Nevada and in good standing, and I represent Pierre Hascheff ("Hascheff").

2. I was retained by Hascheff once he received a multi-page subpoena requesting any and all documents, correspondence, communications etc. with respect to his estate planning and related advice to Samuel Jaksick and related parties.

3. It was prudent on Hascheff's part to retain counsel immediately because the information requested clearly was aimed at undermining his estate plan and advice which could lead to a malpractice action depending on the jury verdict.

4. It was clear that Hascheff was being accused of malfeasance and mishandling the Jaksick estate, resulting in certain beneficiaries receiving less of what they perceived was their share of the estate.

5. There was also a possible claim by another beneficiary that Hascheff provided incorrect advice to that beneficiary which could result in said beneficiary being sued by his brother and sister with a substantial damage claim against him.

6. Hascheff was clearly at risk depending on the outcome of the underlying litigation.

7. There were two days of depositions and two days of trial testimony, not to mention countless meetings with various attorneys to protect Hascheff's interests.

8. The fees and costs incurred in this case were necessary and reasonable to protect Hascheff's interests. An adverse result to Hascheff could have resulted in a multi-million dollar claim against him outside the coverage limits of his applicable insurance policy.

9. It should be noted that malpractice actions are not typically filed until the conclusion of the underlying litigation to determine whether the attorney is guilty of malfeasance and/or negligence. The underlying Jaksick estate litigation is still ongoing.

LEMONS, GRUNDY  
& EISENBERG  
105 PLUMAS ST  
THIRD FLOOR  
RENO, NV 89519  
757 706-0060



10. The time entries and description of the work conducted by my firm included in my billing invoices to Hascheff contain attorney-client privileged information. Certain entries do not include attorney-client information and therefore can be provided with privileged information redacted. These detail time entries can be provided without prejudice and waiver of the privilege. It is my understanding Hascheff has already provided only our billing summaries to you.

11. Any correspondence between Hascheff and my firm is protected by attorney-client privilege and will not be produced. Similarly, any correspondence and all communications between my firm and Jaksicks' attorneys are also privileged and/or confidential and will not be produced.

12. The time and work in preparing this affidavit and related work is related to the malpractice action and will be billed accordingly.

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

Dated: this 10<sup>th</sup> day of April, 2020.

TODD R. ALEXANDER, ESQ.

EXHIBIT "2"

FILED  
Electronically  
DV13-00656  
2020-07-06 03:45:21 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7956749 : yvitoria

EXHIBIT "2"

From: Pierre Hascheff  
Subject: Re: Attached Image  
Date: Feb 5, 2020 at 4:41:58 PM  
To: Lucy Mason

6/11/20 7

You now have everything you requested. Time entries include narratives which include attorney-client communications. I am not waiving the attorney-client privilege.

There is no response to the complaint. The malpractice litigation is on hold until the underlying case is completed.

When I received the subpoena there was a concern that a malpractice action would follow so I immediately retained a lawyer through the insurance company. I was deposed for over two days and I was a witness at trial for two more days. There were countless meetings prior to the deposition in and the trial with my lawyer. My lawyer attended all sessions

As you know there is no breach of a fiduciary duty. This is a straight contract and indemnity agreement and there is nothing in the section that requires any notice. In fact Lynda benefits because I've been making the payments and she received an interest free loan. Even if she was notified there's nothing she could do to change the outcome. I've been sued and if I don't retain counsel to represent my interests then we would have bigger problems if they were able to get a judgment against me which requires Lynda to pay half.

Originally I thought I might just pay the bill and be done with it because The litigation would be completed in short order but it hasn't worked out that way. The litigation is continuing and they will be more bills.

There's nothing in the agreement requires that you receive any of the requested documents only that I prove that I paid the bill which I have. I only provided them to you so that we can just move on and with reservation of all rights and without prejudice. These documents other than the invoices and payments do not change the indemnity agreement and the liability. As you know there's an attorney fees provision to

enforced and that means one will be responsible to  
attorneys fees.

You should know that there is a error in the calculation the amount owed  
is \$9351.50 and 5.0% of that amount is \$4675.90. We need to have this  
resolved no later than February 24, 2020

Sent from my iPhone

EXHIBIT "3"

FILED  
Electronically  
DV13-00656  
2020-07-06 03:45:21 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7956749 : yvyloria

EXHIBIT "3"

exhibit 3

Sent: Monday, March 02, 2020 2:47 PM

To: Shawn Meador <[smeador@woodburnandwedge.com](mailto:smeador@woodburnandwedge.com)>

Subject: Re: Indemnity

It will be quicker to get the documents from Lucy. Took me a lot of time to locate the documents and make the copies. I don't have that kind of time now to go back and do it all again.

I've already sent correspondence to Lucy explaining the delay. There has been absolutely no prejudice for notifying her after the underlying litigation was mostly concluded. There was absolutely nothing you or anyone could do during the underlying litigation. Also it is common practice to require a lawyer in the underlying litigation to testify first and determine if any errors were made then file a malpractice action. To suggest that I should be deposed for three days and a witness at trial for two days without the benefit of the lawyer to protect our interest and avoid a malpractice claim is simply foolish. The threat of malpractice was a common thread throughout the litigation. My lawyer was there to provide a defense for the pending malpractice action.

The time entries contain attorney-client communications. I am not going to waive the privilege. Lucy has all of the invoices showing what the insurance company paid. I believe it was only \$2500 the rest I had to pay. The information Lucy has is all you need to evaluate the claim. The indemnity agreement is very broad and does not say that the fees and costs must be incurred after the malpractice case is filed.

Sent from my iPad

On Mar 2, 2020, at 8:37 AM, Shawn Meador <[smeador@woodburnandwedge.com](mailto:smeador@woodburnandwedge.com)> wrote

Pierre

Please provide me with copies of the documents that Lucy requested so that I can evaluate your claim. Lynda is not responsible for payment of any fees related to your deposition etc., in the Jaksick probate matter. I need to determine what fees have actually been charged and paid, without contribution from insurance company, in the malpractice action that appears to be on hold. I cannot do that without seeing the actual bills and time entries.

I would like to review all correspondence between you (and your counsel) and the plaintiff, Mr. Jaksick, and/or plaintiff's counsel, Kent Robison, in the malpractice action. I would like to review all correspondence between you and your counsel in the malpractice action. I do not believe that you can reasonably take the position that this is a community debt for which Lynda is equally responsible while insisting that you may keep secrets from her about the litigation. If it is a community obligation her rights are present, existing and equal to yours. If you have greater rights, you must necessarily accept greater responsibility.

As Lucy noted, we believe that in handling this matter you have a fiduciary duty to Lynda and your failure to notify her of the claim or your proposal for how to address the claim in a timely manner, is a breach of your fiduciary duty. If it should turn out (and I trust and hope this is not the case) that you have sought to recover fees from her for your time and efforts in the probate matter that would, in my opinion, be an additional breach of your fiduciary duty to her.

EXHIBIT "4"

FILED  
Electronically  
DV13-00656  
2020-07-06 03:45:21 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7956749 : yvitoria

EXHIBIT "4"



From: Pierre Hascheff <pierre@pahascheff.com>  
Sent: Monday, April 20, 2020 12:12 PM  
To: Shawn Meador  
Cc: Todd Torvinen  
Subject: Indemnity

I trust you now have had an opportunity to review the documents Lucy sent you. In the meantime I have engaged Todd Alexander my malpractice defense attorney to respond to your allegations concerning the malpractice action. I have also engaged Todd Torvinen to represent me should we have to enforce the settlement agreement in Family Court and seek contempt proceedings. I have previously notified you pursuant to the settlement agreement any costs incurred including attorneys fees in enforcing the indemnity agreement will be assessed against your client for failure to honor her obligations under the agreement. I have given you an opportunity to resolve this matter without incurring fees and costs but this option has been declined.

The terms of the indemnity in the agreement are clear and unambiguous and your response to my request for payment in my opinion is only to gain leverage and delay the payment. As you know a delay in payment will only accrue statutory interest. Your demand for documentation which contain attorney-client privilege information as a condition to indemnity and payment is also additional evidence that your claims are without merit. See also NRCP 16.21

This duty to indemnify arises from the contractual language and is not subject to equitable considerations and will be enforced in accordance with its terms like any other contract. The basis for indemnity is restitution and the indemnitee is not held harmless pursuant to the agreement if he must incur costs and fees to vindicate his rights irrespective of the outcome in the underlying litigation. That's why Courts will award costs and fees not only in defending the malpractice action but also enforcing the terms of the indemnity agreement. Courts also routinely reject any claims by the indemnitor for bad faith, breach fiduciary duty, breach of the implied covenant of good faith and fair dealing or punitive damages because

Exhibit 1.4

those claims have no merit in this context. Any such instruction to the jury has been deemed wrong and prejudicial. To suggest somehow a fiduciary duty exists is not appropriate in this context. Nor is it appropriate in other situations such as buyer, landlord or other contractual indemnity claims.

Similarly indemnity claims are generally brought after the underlying litigation is concluded or substantially concluded and no prior notice was given to the indemnitor of the underlying claim. The Indemnitor simply defends the action and then tenders the claim for indemnity and payment irrespective of the outcome. This can be years after the underlying litigation is concluded.

I am willing to take payments of \$1500.00 a month to resolve this matter now without further costs. Please let me know your response within 10 days

Sent from my iPad

Code: 2610  
Todd L. Torvinen, Esq.  
Nevada Bar No: 3175  
232 Court Street  
Reno, NV 89501  
(775) 825-6066  
Attorney for Pierre Hascheff

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

PIERRE A. HASCHEFF,

Plaintiff,

-vs-

LYNDA L. HASCHEFF,

Defendant.

Case No: DV13-00656

Dept. No: 12

ERRATA TO OPPOSITION TO MOTION FOR CLARIFICATION OR DECLARATORY  
RELIEF REGARDING TERMS OF MSA AND DECREE

COMES NOW, Todd L. Torvinen, Esq., and files this Errata to the OPPOSITION  
TO MOTION FOR CLARIFICATION OR DECLARATORY RELIEF REGARDING  
TERMS OF MSA AND DECREE which was filed on July 6, 2020.

Attached is an additional page to Exhibit 2.

AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby  
affirm that the preceding document does not contain the social security number of any  
person.

Dated: July 8, 2020

The Law Office of  
Todd L. Torvinen, Chtd  
Todd L. Torvinen Esq

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Law Office of Todd L. Torvinen, and that on July 8, 2020, I served a copy of the foregoing document on the parties identified below by using the ECF system which will send a notice of electronic filing to the following:

Shawn B. Meador, Esq.  
Woodburn and Wedge  
6100 Neil Road, Suite 500  
Reno, NV 89511



EXHIBIT "1"

FILED  
Electronically  
DV13-00656  
2020-07-08 02:44:48 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7961095 : sacordag

EXHIBIT "1"

From: Lucy Mason lucy.masonsenae@yahoo.com  
Subject: Your demand to Lynda Hascheff  
Date: Feb 4, 2020 at 11:42:04 AM  
To: Pierre Hascheff pierre@pahascheff.com  
Cc: smeador@woodburnandwedge.com

EXHIBIT 2

Pierre –

Lynda forwarded me the invoices and letter you sent her in the mail. It appears that you are demanding that she pay half the entire amount billed in the malpractice matter, as opposed to half the amount you have actually paid. The invoices reflect that the insurance company (Allied World) has paid a large amount to date and you have paid \$3,000. There is a handwritten note that you have paid the balance of the remaining bill dated 10/23/19, but there is no canceled check or subsequent invoice reflecting that.

Please provide the following documentation so that we can assess your demand:

1. A copy of the insurance policy pursuant to which you have made a claim
2. All correspondence with your insurance company and adjuster about the claim
3. All detailed billings/invoices you have received to date from Lemons, Grundy or any other firm working on your behalf on this matter, including all time entries by attorneys working on the claim
4. All proof of payment you claim you have made on any bills reflected in 3) above
5. All relevant pleadings in this matter, including but not limited to your response to the complaint

Finally, you had notice of this potential claim for well over 16 months, and undoubtedly much longer. You have a fiduciary duty to Lynda as it relates to this claim to keep her apprised and in the loop. By asking me to send you this note in response to your demand, she is in no way waiving whatever recourse she may have for your breach of that duty. I am helping Lynda as her sister, not as an attorney. Should this require the need for legal services, she will hire an attorney.

Thank you.

Lucy

From: Pierre Hascheff [mailto:pierre@pahascheff.com]  
Sent: Sunday, January 26, 2020 7:59 AM  
To: Lucy Mason  
Subject: Fwd: Attached Image

Here's a copy of the Page requiring reimbursement for attorneys fees and costs. I do not have Lynda's new email. So I'm forwarding these documents to you. If that's a problem let me know

Sent from my iPad

CODE: 2145

Todd L. Torvinen, Esq.  
Nevada Bar No. 3175  
232 Court Street  
Reno, NV 89501  
(775) 825-6066

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

PIERRE A. HASCHEFF,

Plaintiff,

Case No: DV13-00656

Dept No: 12

-VS-

LYNDA L. HASCHEFF,

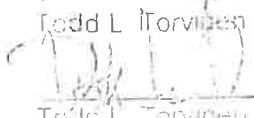
Defendant.

MOTION FOR ORDER TO SHOW CAUSE, OR IN THE ALTERNATIVE,  
TO ENFORCE THE COURT'S ORDERS

COMES NOW, Plaintiff, by and through his attorney, Todd L. Torvinen, Esq.,  
and hereby moves this Court to order Defendant to appear and show cause why he  
should not be held in contempt of Court for violation of the FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND DECREE OF DIVORCE, filed on November 15, 2013.  
In the alternative, Plaintiff requests an order enforcing the Court's orders. Plaintiff will  
file a separate motion for attorney's fees and costs.

AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby  
affirm that the preceding document does not contain the social security number of any  
person.

Dated: July 6, 2020

The Law Office of  
Todd L. Torvinen, Chtd  
  
Todd L. Torvinen, Esq.

POINTS AND AUTHORITIES

**1. Background and Procedure.**

On June 16, 2020, Lynda Hascheff ("Ms. Hascheff") through counsel filed a Motion for Clarification or Declaratory Relief Regarding Terms of MSA and Decree ("Motion"). Ms. Hascheff's Motion refers to the marital settlement agreement ("MSA") between the parties dated September 1, 2013, incorporated into the parties' Findings of Fact, Conclusions of Law and Decree of Divorce entered November 15, 2013.

Judge Hascheff's counsel asserts no objection to this Court interpreting section 40 of the MSA in part because the interpretation is a question of law for this Court and that the language is clear and unambiguous; and because Judge Hascheff now files this Motion for Order to Show Cause, or in the Alternative, to Enforce the Court's Orders. Judge Hascheff filed his Opposition to Ms. Hascheff's Motion on July 6, 2020, and the facts and legal authorities are incorporated herein by reference.

**2. Indemnification Required by the Parties' MSA.**

In the event Judge Hascheff is sued for malpractice, Section 40 of the parties' MSA requires Ms. Hascheff to indemnify him for one half (1/2) of the cost of any defense and judgment irrespective of when the fees and costs are incurred. See below.

Indemnity and Hold Harmless

40. Except for the obligations contained in or expressly arising out of this Agreement, each party warrants to the other that he or she has not incurred, and shall not incur, any liability or obligation for which the other party is, or may be, liable. Except as may be expressly provided in this Agreement, if any claim, action, or proceeding, whether or not well founded, shall later be brought seeking to hold one party liable on account of any alleged debt, liability, act, or omission of the other, the warranting party shall, at his or her sole expense, defend the other against the claim, action, or proceeding. The warranting party shall also indemnify the other and hold him or her harmless against any loss or liability that he or she may incur as a result of the claim, action, or proceeding, including attorney fees, costs, and expenses incurred in defending or responding to any such action. In the event Husband is sued for malpractice, Wife agrees to defend and indemnify Husband for one half (1/2) the costs of any defense and judgment Husband may purchase tail coverages of which Wife shall pay one half (1/2) of such costs.



1 In late July 2018, Judge Hascheff received a 41-page subpoena requiring his  
2 response in a trust litigation dispute between beneficiaries for which Judge Hascheff  
3 as a lawyer prepared an estate plan and rendered legal advice to Samuel Jaksick. The  
4 subpoena received by Judge Hascheff requested information which clearly created a  
5 possible malpractice claim against him.

6 Judge Hascheff hired counsel, through his malpractice carrier, Todd Alexander  
7 to represent his interests in the Jaksick trust litigation matter. In early 2019, Judge  
8 Hascheff was also deposed and testified at trial. At trial, the legal claims resulted in  
9 favorable outcome regarding the advice and estate plan. There are equitable claims  
10 asserted by in the trust litigation matter which remain under submission awaiting  
11 judicial determination. See affidavit of Todd Alexander attached as Exhibit 1.

13 On December 26, 2018, one of the beneficiaries in the underlying trust litigation  
14 described above, filed a malpractice complaint against Judge Hascheff relating to the  
15 legal advice and estate planning he performed for Samuel Jaksick. This malpractice  
16 action was stayed pending the outcome in the Jaksick trust litigation. It remains stayed  
17 as the equitable claims asserted in the trust litigation await determination.

19 On or about January 15, 2020, Judge Hascheff contacted his ex-spouse, Lynda  
20 Hascheff, and informed her of the indemnification required under Section 40 of the  
21 MSA. Judge Hascheff requested the indemnity payment from Ms. Hascheff. She  
22 refused to immediately indemnify him. Instead, Judge Hascheff was contacted by Ms.  
23 Hascheff's sister, Lucy Mason (also a lawyer) regarding the indemnification.

25 On February 4<sup>th</sup>, 2020, Lucy Mason requested Judge Hascheff provide her with  
26 information regarding the indemnification due from Ms. Hascheff. He did so. By  
27 February 5, 2020 Lucy Mason received all the documents requested. See Exhibit 2  
28

1 attached. Consistent with Section 40 of the MSA, Judge Hascheff requested through  
2 Lucy Mason again that Ms. Hascheff reimburse him for one half of the costs and  
3 lawyer fees incurred related to the malpractice action at the time in the sum of  
4 \$4675.90 (one half of \$9351.80). See Exhibit 2.

5 **2. Enforcement Provisions Contained in the Parties' MSA.**

6 After Judge Hascheff emailed Lucy Mason all the requested documents and  
7 information, he then received direction to contact Ms. Hascheff's lawyer, Shawn  
8 Meador, Esq., in order to proceed further with the indemnification claim vis-à-vis Ms.  
9 Hascheff again further delaying his reimbursement. On March 1, 2020, he emailed Mr.  
10 Meador. Key to this email, are Sections 35.1 and 35.2 of the MSA. They are  
11 reproduced below.  
12  
13  
14

15 **Payment of Future Attorney Fees and Costs to Prevailing Party**

16 35.1. If either party to this Agreement brings an action or proceeding to enforce any provision  
17 of this Agreement, or to enforce any judgment or order made by a court in connection with this  
18 Agreement, the prevailing party in that action or proceeding shall be entitled to reasonable  
19 attorney fees and other reasonably necessary costs from the other party.

20 35.2. A party intending to bring an action or proceeding to enforce this Agreement shall not be  
21 entitled to recover attorney fees and costs under this provision unless he or she first gives the  
22 other party at least 10 written notice before filing the action or proceeding. The written notice  
23 shall specify (1) whether the subsequent action or proceeding is to enforce the original terms of  
24 the Agreement; (2) the reasons why the moving party believes the subsequent action or  
25 proceeding is necessary; (3) whether there is any action that the other party may take to avoid the  
26 necessity for the subsequent action or proceeding; and (4) a period of time within which the other  
27 party may avoid the action or proceeding by taking the specified action. The first party shall not  
28 be entitled to attorney fees and costs if the other party takes the specified action within the time  
specified in the notice.

29 Perceiving that the indemnification matter seemed headed for the litigation  
30 merry-go-round based upon the instruction to contact Ms. Hascheff's counsel, Judge

1 Hascheff emailed opposing counsel the following on March 1, 2020 in order to comply  
2 with the requirements of Section 35.2:

3 From: Pierre Hascheff [pierref@pshascheff.com](mailto:pierref@pshascheff.com)  
4 Subject: Indemnity  
5 Date: Mar 1, 2020 at 11:57:43 AM  
6 To: Shawn Meador [smeador@woodburnandwedge.com](mailto:smeador@woodburnandwedge.com)

7 I was informed by Lucy Mason that I need to contact you regarding my  
8 reimbursement for attorneys fees and costs incurred pursuant to  
9 section 40 of the settlement agreement dated September 1, 2013.

10 The amount owed to date by Lynda is \$4675.90. I provided all the  
11 documentation that Lucy requested which I assume you have which  
12 includes the billing invoices. I intend to enforce the settlement  
13 agreement because I've been sued for malpractice. A subsequent  
14 action or set off is necessary because Lynda has refused to indemnify  
15 me pursuant to section 40. We can avoid this action by her simply  
16 making the payment referenced above within 10 days of this notice.  
17 If the payment is not made within this 10 day I will proceed  
18 accordingly.

19 Thank you for your consideration in this matter.

20 Sent from my iPad

21 **3. The Litigation Commences to Gain Leverage to Delay Payment.**

22 Unfortunately, opposing counsel then requested the very same documents  
23 previously provided to Ms. Hascheff's sister, Lucy Mason (with the exception of the  
24 attorney client privileged information requested). Further, by email correspondence  
25 with Judge Hascheff, opposing counsel made irresponsible requests, non-applicable  
26 legal assertions, and false accusations. These included: (1) production of attorney-  
27 client privileged correspondence between Judge Hascheff and his defense/malpractice  
28 lawyer and Jaksick's attorney, (2) asserting a fiduciary duty, and (3) accusing Judge  
Hascheff of "keeping secrets." See opposing counsel's emails to Judge Hascheff of  
March 2, and March 3, 2020, attached as Exhibit 3. Also note that the position taken

1 by Ms. Hascheff through opposing counsel appeared to be simply to "gain leverage  
2 and delay the payment" of the indemnification required.

3 On April 20, 2020, Judge Hascheff emailed opposing counsel and pointed out  
4 that indemnification claims generally do not include the indemnitor asserting a fiduciary  
5 duty owed by the indemnitee or claims for breach of the implied covenant of good faith  
6 and fair dealing. He respectfully provided a legal roadmap to resolve the case. See  
7 Exhibit 4.

8 On June 16, 2020, Ms. Hascheff instead filed her Motion for Clarification or  
9 Declaratory Relief regarding Terms of MSA and Decree. There she asserted additional  
10 leverage gaining arguments/requests aimed at the delay noted above and also argued  
11 that Judge Hascheff (4) made assertions in his request for indemnity which were  
12 misleading and false, (5) refused to provide information requested by Ms. Hascheff, (6)  
13 failed to disclose necessary information to Ms. Hascheff, (7) breached a fiduciary duty  
14 because the malpractice action is a community obligation, and (8) that arguing for the  
15 first time that Judge Hascheff seven years later took advantage of Ms. Hascheff in  
16 negotiating the MSA.

17 Each of the leverage gaining delay arguments propounded by Ms. Hascheff are  
18 addressed in Judge Hascheff's Opposition to Motion for Clarification or Declaratory  
19 Relief. He incorporates those herein by reference. Nevertheless, some brief discussion  
20 may be appropriate.

21 First as to any fiduciary duty owed by Judge Hascheff to Ms. Hascheff  
22 regarding indemnification, Ms. Hascheff cites *Williams v. Waldman*, 108 Nev. 466, 836  
23 P.2d 614,619 (Nev. 1992). However, *Williams* is inapplicable where the nonlawyer  
24 spouse has independent counsel. Further, *Cook v. Cook*, 912 P.2d 264, 112 Nev. 179  
25 (Nev. 1996) holds that the fiduciary obligation requires independent and competent  
26 counsel for a nonlawyer spouse. Strangely, since opposing counsel represented Ms.  
27 Hascheff in the divorce matter, *Williams* and *Cook* only apply if opposing counsel  
28

1 concedes his representation of Ms. Hascheff in the divorce and negotiation of the MSA  
2 were otherwise.

3 Judge Hascheff believes he did not breach any fiduciary duty or implied  
4 covenant(s) even if one existed. At its base, contractual indemnification like Section 40  
5 of the parties' MSA is a straightforward contract matter. When a contract is clear on its  
6 face, it will be construed from the written language and enforced as written, and the  
7 court has no authority to alter the terms of an unambiguous contract. *Canfora v. Coast*  
8 *Hotels and Casinos, Inc.*, 121 Nev. 771, 121 P.3d 599 (2005). Further, a fiduciary  
9 obligation is not generally imposed with regard to and indemnification obligation in the  
10 absence of an "special relationship." See *Insurance Co. of the West v. Gibson Tile*  
11 *Co., Inc.*, 122 Nev. 455, 134 P.3d (2006). (fiduciary duty instruction not appropriate  
12 when indemnitee brought indemnity action against the indemnitor). In light of these  
13 cases, it would seem highly illogical to argue a "special relationship" raising a fiduciary  
14 obligation unless Ms. Hascheff argues that opposing counsel was not independent  
15 and/or not competent at the time he represented her in the negotiation and the  
16 execution of the parties' MSA.

17 Ms. Hascheff also argued that Judge Hascheff breached the implied covenant  
18 of good faith and fair dealing. However, an action in tort for breach of the covenant  
19 arises only in rare and exceptional cases when there is a special relationship between  
20 the victim and tortfeasor which is characterized by elements of public interest,  
21 adhesion, and fiduciary responsibility. See *Kmart Corp. v. Ponsock*, 103 Nev. 39, 49,  
22 732P. 2nd 1364, 1370 (1987) (abrogated on other grounds). Section 40 of the MSA  
23 contains no notice provision in order to trigger indemnification and therefore notice is  
24 not required.

25 Finally, and briefly, Ms. Hascheff accuses and accused Judge Hascheff of  
26 communicating the malpractice risk and malpractice claim in a misleading fashion.  
27 Unfortunately, she fails to understand the nature of a malpractice claim. The  
28 underlying trust litigation case in which Judge Hascheff was a witness created the real

1 threat of malpractice litigation; and further the underlying trust litigation case requires  
2 resolution prior to litigation of the malpractice issues. This is precisely why the  
3 malpractice claim filed on December 26, 2018 is stayed by Court stipulation. See  
4 *Hewitt v. Allen* 118 Nev. 216, 221, 43P 3d 345, 348 (2002); *Semenza v. Nevada Med.*  
5 *Liab. Ins. Co.* 104 Nev. 666, 668, 765P. 2d 184, 186 (1988) (Holding that the  
6 underlying litigation must first conclude including appeals when the legal malpractice  
7 action alleges errors in the course of the underlying litigation).

8        Todd Alexander, in his declaration, asserts that the legal fees Judge Hascheff  
9 incurred with his malpractice/defense counsel, Todd Alexander prior to the filing of the  
10 actual malpractice complaint on December 26, 2018, sounded principally in and were  
11 directly related to malpractice issues. See Exhibit 1 attached. Ms. Hascheff  
12 nonsensically asserted in her Motion for Clarification or Declaratory Relief that Judge  
13 Hascheff should have answered the subpoenas, attended the deposition, and  
14 appeared at trial without counsel.

15        Judge Hascheff asserts that a four-corners reading and interpretation of the  
16 entire MSA Section 40 reasonably requires the payment of all attorney fees and costs  
17 relating to the underlying Jaksick trust litigation as it is directly related to the  
18 malpractice action. Generally, the terms of Judge Hascheff's malpractice tail policy  
19 requires him to pay the first \$10,000 of fees and costs, and then the insurance  
20 company, Allied World pays the rest. Nevertheless, the fact that the insurance  
21 company picked up the defense and paid defense fees in the trust litigation of \$2500,  
22 although not required under the policy, gives compelling proof that Judge Hascheff's  
23 involvement in the underlying trust case primarily involved potential malpractice  
24 claims. See below.

1 LEMONS, GRUNDY & EISENBERG  
2 6005 Plumas Street, Third Floor  
3 Reno, Nevada 89519-6000  
4 (775) 786-6868  
5 Tax I.D. #88-0122938

6 Allied World  
7 BILL THROUGH SERENGETI

8 Page: 1  
9 08/27/2019  
10 52-8603M  
11 8  
12 OUR ACCOUNT NO:  
13 STATEMENT NO.

14 ATTN: Andy Kennay

15 Hascheff, Pierre re: Allied World  
16 2018018714

17 \$2500

18 PREVIOUS BALANCE

19 \$11,851.80

20 03/25/2019  
21 03/25/2019  
22 04/08/2019  
23 04/16/2019  
24 05/16/2019

25 Payment - Thank you Allied World  
26 Payment - Thank you Allied World  
27 Payment - Thank you PAH Limited LLC  
28 Payment - Thank you Allied World  
29 Payment - Thank you PAH LIMITED II LLC  
30 TOTAL PAYMENTS

31 -1,300.00  
32 -150.00  
33 -1,000.00  
34 -1,050.00  
35 -1,000.00  
36 -4,500.00

37 BALANCE DUE

38 \$7,351.80

39 Notwithstanding the compelling proof above, she argues that Allied did not  
40 believe the threat of a malpractice claim existed and that's why Judge Hascheff was  
41 required to pay most of the fees. However, in her Motion, Ms. Hascheff apparently  
42 admits that fees incurred after the date of the filing of the malpractice complaint on  
43 December 26, 2018 are subject to the 40-indemnification clause. Approximately 89%  
44 of the uncovered fees incurred by Mr. Alexander were incurred and in fact occurred  
45 after the date of filing the malpractice complaint **and** therefore at a minimum she owes  
46 all fees and costs incurred and continuing to accrue after that date. Please see the  
47 following spreadsheet:

Date	Amount Incurred (before malpractice suit filed)	Amount Incurred (after malpractice suit)	Total
9/14/2018	\$1,300.00		
10/5/2018	\$50.00		
10/18/2018	\$100.00		
11/16/2018	\$125.00		
11/17/2018	\$2,025.00		

	Date	Amount Incurred (before malpractice suit filed)	Amount Incurred (after malpractice suit)	Total
1				
2				
3				
4	1/24/2019		\$825.00	
5	1/31/2019		\$1.80	
6	2/5/2019		\$75.00	
7	2/19/2019		\$1,025.00	
8	2/20/2019		\$1,175.00	
9	2/21/2019		\$1,775.00	
10	2/22/2019		\$1,875.00	
11	2/24/2019		\$600.00	
12	2/25/2019		\$900.00	
13	3/22/2019		\$200.00	
14	6/21/2019		\$200.00	
15	7/1/2019		\$20.00	
16	9/25/2019		\$75.00	
17	3/31/2019		\$1.30	
18	Total Fees	\$3,600.00	\$8,748.10	
19	Paid by insurance	(\$2,500.00)		
20	Remaining	\$1,100.00	\$8,748.10	\$9,848.10
21	Due from Ms. Hascheff (1/2)			\$4,924.05

As a result, one can only conclude that Ms. Hascheff chose and chooses to intentionally disobey the order of this Court.

#### 4. Ms. Hascheff Should be Ordered to Appear and Show Cause

Pursuant to NRS 22.010, contempt includes acts of disobedience or resistance to any lawful writ, order, rule, or process issued by the Court. Any order meant to be the subject of a contempt proceeding must be clear, unambiguous, and set forth the details of compliance in clear, specific terms, so the parties will know what duties or obligations are imposed. *Cunningham v. Dist. Ct.*, 102 Nev. 551, 729 P.2d 1328



1 (1986). To that end, dispositional orders must be entered, in writing, prior to a person  
2 being found in contempt. *Div. of Child and Family Serv. v. Eighth Jud. Dist. Ct.*, 120  
3 Nev. 445, 454, 92 P.3d 1239, 1245 (2004).

4 The party moving for an order to show cause must make a prima facie showing  
5 that the non-moving party had the ability to comply with the order and that his or her  
6 violation was willful. See *Rodriguez v. Dist. Court*, 120 Nev. 798, 102 P.3d 41 (2004).  
7 All motions requesting that a party be ordered to appear and show cause must be  
8 accompanied by a detailed affidavit. NRS 22.010(2); see also *Award v. Wright*, 106  
9 Nev. 407, 794 P.2d 713 (1990) (overruled on other grounds). WDCR 42(2) as  
10 amended by ADKT 0544 on November 27, 2019, also requires the affidavit to include  
11 the title and filing date of the order the moving party claims has been violated, the date  
12 and method of service of the order on the party alleged to be in contempt, and specific  
13 facts describing the alleged contempt.

14 Ms. Hascheff chooses to willfully disobey the Findings of Fact, Conclusions of  
15 Law and Decree of Divorce entered November 15, 2013, which incorporated the terms  
16 of the parties' MSA dated September 1, 2013. Even though she admitted at a  
17 minimum that any fees incurred after December 26, 2018, the date of filing of the  
18 malpractice complaint are subject to the indemnity requirements of MSA Section 40.  
19 She continues to make ill-advised and even nonsensical arguments as a course of  
20 conduct to "gain leverage and delay payment."

21 **5. In the Alternative, Ms. Hascheff Should be Ordered to Comply with the Court's**  
22 **Orders**

23 WDCR 10(3)(a) permits parties to request alternative relief in one pleading. In  
24 Nevada, NRS 125.240 grants district courts broad discretionary authority to enforce its  
25 orders before or after judgment by any means "it deems necessary."

26 In the event the Court determines that Defendant's actions do not rise to the  
27 level of contempt, Plaintiff asks that the Court enforce its orders by requiring  
28 Defendant to pay the required one half indemnification amount to Judge Hascheff in

1 the sum of \$4924.05 (plus ½ of any later accrued and accruing fees and costs), and  
2 award Judge Hascheff attorney's fees as ordered. Further, Judge Hascheff carefully  
3 complied with Sections 35.1 and 35.2 of the MSA. After several attempts to resolve  
4 and compromise the dispute, eventually he emailed opposing counsel the ten-day  
5 writing triggering Ms. Hascheff's opportunity to end the matter gracefully and  
6 economically at that point. Instead, she chose and continues to choose to litigate to  
7 gain leverage and delay payment. Judge Hascheff is also entitled to attorney fees as  
8 provided in Section 35.2 as he followed the procedure required to gain compliance.  
9 Ms. Hascheff therefore received an additional opportunity to comply, and intentionally  
10 chose not to comply. As a result, attorney fees should be ordered upon filing the  
11 required affidavit.

12 For the foregoing reasons, Judge Hascheff moves this Court:

13 1. To issue an order for Ms. Hascheff to show cause as to why she intentionally  
14 disobeys this Court's order (Findings of Fact, Conclusions of Law and Decree of  
15 Divorce incorporating the terms of the parties' MSA, or in the alternative,

16 2. To enforce the terms of the parties' incorporated MSA, and order the  
17 payment of the indemnification, and

18 3. Order Ms. Hascheff pay Judge Hascheff's attorney fees and costs whether  
19 this matter proceeds as contempt, or as an order for enforcement upon affidavit from  
20 counsel.

21 AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby  
22 affirm that the preceding document does not contain the social security number of any  
23 person.

24 Dated: July 11, 2020

25 The Law Office of  
26 Todd L. Torvinen, Chtd  
27 Todd L. Torvinen Esq  
28

## DECLARATION OF PIERRE A. HASCHEFF

I, Pierre A. Hascheff, hereby make the following statements. I declare under penalty of perjury that the following is true and correct.

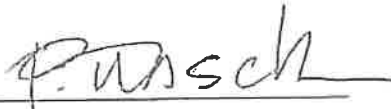
1. On September 1, 2013, Lynda Hascheff and I signed the Marital Settlement Agreement. Section 40 required Ms. Hascheff to indemnify me for one half (1/2) of the cost of any defense and judgment irrespective of when the fees and costs are incurred. Further, notice is not required to trigger indemnification under Section 40.
2. Pursuant to this agreement, I contacted Ms. Hascheff and informed her of the indemnification. The billing statements and invoices were sent to Lucy Mason and Ms. Hascheff's attorney. The total amount of the invoices is \$12,348.10. Of that amount \$3600 was incurred prior to the filing of the malpractice complaint on December 26, 2018.
3. Allied World insurance company paid \$2500 of the \$3600 leaving \$1100 which I paid. The balance of the fees \$8748.10 was incurred after the filing of the malpractice complaint. I also paid that amount.
4. There is an outstanding bill which I have not yet received which should be approximately \$700. I anticipate that there will be additional attorneys' fees and costs until the cases are concluded.
5. Allied World insurance company is not required to pay any sums pursuant to the malpractice coverage. However Allied agreed to pay the \$2500 to allow my defense counsel to review the subpoena and start the defense in the trust litigation.
6. The policy also provides that the insurance company retention/deductible of \$10,000 does not commence to accrue until after the malpractice complaint is filed. That is why I was required to continue to pay for the fees and costs prior to and after the filing of the complaint. We still have not exhausted the \$10,000 deductible and anticipate additional payments will be made by myself to the company until their obligation to pay the fees applies.
7. I did not keep any potential malpractice claim or the malpractice lawsuit secret from Ms. Hascheff. I understood and therefore anticipated there would be a quick resolution to the underlying trust litigation however it took longer to resolve than originally anticipated. My intent was to simply provide the final bills under the indemnity but when the underlying trust litigation appeared that it may go on for a substantial period of time I notified Ms. Hascheff of the indemnity agreement and included the invoices.
8. At the time we signed the marital settlement agreement on September 1, 2013 I had no knowledge that they were any potential malpractice claims. In almost 30 years of practicing law I never was sued for malpractice nor was I confronted with any claims.
9. The legal claims have been decided by the jury in the underlying trust litigation and it is my understanding that there are equitable claims pending before the District Court awaiting determination. As a result, the malpractice litigation was placed on hold before that judge until the equitable claims can be concluded.
10. Because the resolution of the underlying trust litigation is critical in determining whether a malpractice action will proceed, I immediately retained defense counsel.
11. Many of my conversations and communications with my lawyer and or communications with other attorneys involved in the underlying trust litigation were done in person. I do not believe that any written documentation between myself and my lawyer involving deposition and trial strategy should be produced because it involves sensitive and confidential information especially given the ongoing nature of both current actions.
12. I believe Ms. Hascheff's position is to gain leverage and delay payment of the indemnification required under the MSA as she has made irresponsible requests, non-applicable legal assertions, and false accusations through her email correspondence via her counsel and through her Motion for Clarification or Declaratory Relief regarding Terms of MSA and Decree filed with this Court.
13. I do not believe I breached any fiduciary duty to Ms. Hascheff as no fiduciary obligation was imposed nor did I breach an implied covenant of good faith and fair dealing by not giving notice to trigger the indemnification as Section 40 of the MSA contained no notice provision. I do not believe notice was required. I informed both Lucy

masoch and his attorney these claims were not consistent with Nevada law but they continued to assert said claims.

14. I contacted Ms. Hascheff regarding the indemnification payment per our agreement in the MSA and she has willfully refused to abide by the Court order despite her recent admission that any fees incurred after the Malpractice claim was filed on December 26, 2018, are subject to the indemnification requirement.

AFFIRMATION PURSUANT TO NRS 239B.030. The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Executed on July 8<sup>th</sup>, 2020.

  
\_\_\_\_\_  
Pierre A. Hascheff

100-1000000

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Law Office of Todd L. Torvinen, and that on July 8, 2020, I served a copy of the foregoing document on the parties identified below by using the ECF system which will send a notice of electronic filing to the following:

Shawn B. Meador, Esq.  
Woodburn and Wedge  
6100 Neil Road, Suite 500  
Reno, NV 89511



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EXHIBIT INDEX

Exhibit 1	Declaration of Todd Alexander	2 pages
Exhibit 2	Email between Judge Hascheff and Lucy Mason	3 pages
Exhibit 3	Email between Judge Hascheff and Shawn Meador	2 pages
Exhibit 4	Email between Judge Hascheff and Shawn Meador	2 pages

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

\*\*\*

Pierre Hascheff  
vs.  
Lynda Hascheff

FAMILY COURT MOTION/OPPOSITION NOTICE (REQUIRED)
CASE NO. <u>D113-CO 656</u>
DEPT. NO. <u>12</u>

**NOTICE:** THIS MOTION/OPPOSITION NOTICE MUST BE ATTACHED AS THE LAST PAGE to every motion or other paper filed pursuant to chapter 125, 125B or 125C of NRS and to any answer or response to such a motion or other paper.

A.	Mark the CORRECT ANSWER with an X.	YES	NO
	1. Has a final decree or custody order been entered in this case? If <u>yes</u> , then continue to Question 2. If <u>no</u> , you do not need to answer any other questions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Is this a motion or an opposition to a motion filed to change a final order? If <u>yes</u> , then continue to Question 3. If <u>no</u> , you do not need to answer any other questions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Is this a motion or an opposition to a motion filed only to change the amount of child support?	<input type="checkbox"/>	<input type="checkbox"/>
	4. Is this a motion or an opposition to a motion for reconsideration or a new trial <u>and</u> the motion was filed within 10 days of the Judge's Order?	<input type="checkbox"/>	<input type="checkbox"/>
	IF the answer to Question 4 is YES, write in the <u>filing date</u> found on the front page of the Judge's Order.	Date	
B.	If you answered NO to either Question 1 or 2 or YES to Question 3 or 4, you are <u>exempt</u> from the \$25.00 filing fee. However, if the Court later determines you should have paid the filing fee, your motion will <u>not</u> be decided until the \$25.00 fee is paid.		

I affirm that the answers provided on this Notice are true.

Date: July 8, 2000 Signature: Todd L. Torvinen  
Print Name: Todd L. Torvinen, Esq.  
Print Address: 232 Court Street  
Reno, NV 89501  
Telephone Number: (775) 825-6066

EXHIBIT "1"

FILED  
Electronically  
DV13-00656  
2020-07-08 02:44:48 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7961095 : sacordag

EXHIBIT "1"



DECLARATION OF TODD R. ALEXANDER, ESQ.

STATE OF NEVADA                     )  
  ) ss.  
COUNTY OF WASHOE                )

I, TODD R. ALEXANDER, hereby declare the following under the penalty of perjury:

1. I am an attorney and partner at Lemons, Grundy & Eisenberg, licensed in the State of Nevada and in good standing, and I represent Pierre Hascheff ("Hascheff").

2. I was retained by Hascheff once he received a multi-page subpoena requesting any and all documents, correspondence, communications etc. with respect to his estate planning and related advice to Samuel Jaksick and related parties.

3. It was prudent on Hascheff's part to retain counsel immediately because the information requested clearly was aimed at undermining his estate plan and advice which could lead to a malpractice action depending on the jury verdict.

4. It was clear that Hascheff was being accused of malfeasance and mishandling the Jaksick estate, resulting in certain beneficiaries receiving less of what they perceived was their share of the estate.

5. There was also a possible claim by another beneficiary that Hascheff provided incorrect advice to that beneficiary which could result in said beneficiary being sued by his brother and sister with a substantial damage claim against him.

6. Hascheff was clearly at risk depending on the outcome of the underlying litigation.

7. There were two days of depositions and two days of trial testimony, not to mention countless meetings with various attorneys to protect Hascheff's interests.

8. The fees and costs incurred in this case were necessary and reasonable to protect Hascheff's interests. An adverse result to Hascheff could have resulted in a multi-million dollar claim against him outside the coverage limits of his applicable insurance policy.

9. It should be noted that malpractice actions are not typically filed until the conclusion of the underlying litigation to determine whether the attorney is guilty of malfeasance and/or negligence. The underlying Jaksick estate litigation is still ongoing.

10. The time entries and description of the work conducted by my firm included in my billing invoices to Hascheff contain attorney-client privileged information. Certain entries do not include attorney-client information and therefore can be provided with privileged information redacted. These detail time entries can be provided without prejudice and waiver of the privilege. It is my understanding Hascheff has already provided only our billing summaries to you.

11. Any correspondence between Hascheff and my firm is protected by attorney-client privilege and will not be produced. Similarly, any correspondence and all communications between my firm and Jaksicks' attorneys are also privileged and/or confidential and will not be produced.

12. The time and work in preparing this affidavit and related work is related to the malpractice action and will be billed accordingly.

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

Dated: this 10<sup>th</sup> day of April, 2020.

TODD R. ALEXANDER, ESQ.

EXHIBIT "2"

FILED  
Electronically  
DV13-00656  
2020-07-08 02:44:48 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7961095 : sacordag

EXHIBIT "2"

Pierre Hascheff  
Re: Attached Image  
Feb 5, 2020 at 4:41:58 PM  
Lucy Mason

6/11/20 2

You now have everything you requested. Time entries include narratives which include attorney-client communications. I am not waiving the attorney-client privilege.

There is no response to the complaint. The malpractice litigation is on hold until the underlying case is completed.

When I received the subpoena there was a concern that a malpractice action would follow so I immediately retained a lawyer through the insurance company. I was deposed for over two days and I was a witness at trial for two more days. There were countless meetings prior to the deposition in and the trial with my lawyer. My lawyer attended all sessions

As you know there is no breach of a fiduciary duty. This is a straight contract and indemnity agreement and there is nothing in the section that requires any notice. In fact Lynda benefits because I've been making the payments and she received an interest free loan. Even if she was notified there's nothing she could do to change the outcome. I've been sued and if I don't retain counsel to represent my interests then we would have bigger problems if they were able to get a judgment against me which requires Lynda to pay half.

Originally I thought I might just pay the bill and be done with it because The litigation would be completed in short order but it hasn't worked out that way. The litigation is continuing and they will be more bills.

There's nothing in the agreement requires that you receive any of the requested documents only that I prove that I paid the bill which I have. I only provided them to you so that we can just move on and with reservation of all rights and without prejudice. These documents other than the invoices and payments do not change the indemnity agreement and the liability. As you know there's an attorney fees provision to ...

enforce the agreement and the licensee will be responsible for attorneys fees.

You should know that there is a error in the calculation the amount owed is \$9351.80 and 50% of that amount is \$4675.90. We need to have this resolved no later than February 24, 2020

Sent from my iPad

Lucy Mason lucy.masonsenae@yahoo.com  
Subject: Your demand to Lynda Hascheff  
Date: Feb 4, 2020 at 11:42:04 AM  
To: Pierre Hascheff pierre@pahascheff.com  
Cc: smeador@woodburnandwedge.com

EXHIBIT 2

Pierre –

Lynda forwarded me the invoices and letter you sent her in the mail. It appears that you are demanding that she pay half the entire amount billed in the malpractice matter, as opposed to half the amount you have actually paid. The invoices reflect that the insurance company (Allied World) has paid a large amount to date and you have paid \$3,000. There is a handwritten note that you have paid the balance of the remaining bill dated 10/23/19, but there is no canceled check or subsequent invoice reflecting that.

Please provide the following documentation so that we can assess your demand:

1. A copy of the insurance policy pursuant to which you have made a claim
2. All correspondence with your insurance company and adjuster about the claim
3. All detailed billings/invoices you have received to date from Lemons, Grundy or any other firm working on your behalf on this matter, including all time entries by attorneys working on the claim
4. All proof of payment you claim you have made on any bills reflected in 3) above
5. All relevant pleadings in this matter, including but not limited to your response to the complaint

Finally, you had notice of this potential claim for well over 16 months, and undoubtedly much longer. You have a fiduciary duty to Lynda as it relates to this claim to keep her apprised and in the loop. By asking me to send you this note in response to your demand, she is in no way waiving whatever recourse she may have for your breach of that duty. I am helping Lynda as her sister, not as an attorney. Should this require the need for legal services, she will hire an attorney.

Thank you.

Lucy

From: Pierre Hascheff [mailto:pierre@pahascheff.com]  
Sent: Sunday, January 26, 2020 7:59 AM  
To: Lucy Mason  
Subject: Fwd: Attached Image

Here's a copy of the Page requiring reimbursement for attorneys fees and costs. I do not have Lynda's new email. So I'm forwarding these documents to you. If that's a problem let me know

Sent from my iPad

EXHIBIT "3"

FILED  
Electronically  
DV13-00656  
2020-07-08 02:44:48 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7961095 : sacordag

EXHIBIT "3"

exhibit 3

Sent: Monday, March 02, 2020 2:47 PM

To: Shawn Meador <[smeador@woodburnandwedge.com](mailto:smeador@woodburnandwedge.com)>

Subject: Re: Indemnity

It will be quicker to get the documents from Lucy. Took me a lot of time to locate the documents and make the copies. I don't have that kind of time now to go back and do it all again.

I've already sent correspondence to Lucy explaining the delay. There has been absolutely no prejudice for notifying her after the underlying litigation was mostly concluded. There was absolutely nothing you or anyone could do during the underlying litigation. Also it is common practice to require a lawyer in the underlying litigation to testify first and determine if any errors were made then file a malpractice action. To suggest that I should be deposed for three days and a witness at trial for two days without the benefit of the lawyer to protect our interest and avoid a malpractice claim is simply foolish. The threat of malpractice was a common thread throughout the litigation. My lawyer was there to provide a defense for the pending malpractice action.

The time entries contain attorney-client communications. I am not going to waive the privilege. Lucy has all of the invoices showing what the insurance company paid. I believe it was only \$2500 the rest I had to pay. The information Lucy has is all you need to evaluate the claim. The indemnity agreement is very broad and does not say that the fees and costs must be incurred after the malpractice case is filed.

Sent from my iPad

On Mar 2, 2020, at 8:37 AM, Shawn Meador  
<[smeador@woodburnandwedge.com](mailto:smeador@woodburnandwedge.com)> wrote



Pierre

Please provide me with copies of the documents that Lucy requested so that I can evaluate your claim. Lynda is not responsible for payment of any fees related to your deposition etc., in the Jaksick probate matter. I need to determine what fees have actually been charged and paid, without contribution from insurance company, in the malpractice action that appears to be on hold. I cannot do that without seeing the actual bills and time entries.

I would like to review all correspondence between you (and your counsel) and the plaintiff, Mr. Jaksick, and/or plaintiff's counsel, Kent Robison, in the malpractice action. I would like to review all correspondence between you and your counsel in the malpractice action. I do not believe that you can reasonably take the position that this is a community debt for which Lynda is equally responsible while insisting that you may keep secrets from her about the litigation. If it is a community obligation her rights are present, existing and equal to yours. If you have greater rights, you must necessarily accept greater responsibility.

As Lucy noted, we believe that in handling this matter you have a fiduciary duty to Lynda and your failure to notify her of the claim or your proposal for how to address the claim in a timely manner, is a breach of your fiduciary duty. If it should turn out (and I trust and hope this is not the case) that you have sought to recover fees from her for your time and efforts in the probate matter that would, in my opinion, be an additional breach of your fiduciary duty to her.

EXHIBIT "4"

FILED  
Electronically  
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2020-07-08 02:44:48 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7961095 : sacordag

EXHIBIT "4"

From: Pierre Hascheff <pierre@pahascheff.com>  
Sent: Monday, April 20, 2020 12:12 PM  
To: Shawn Meador  
Cc: Todd Torvinen  
Subject: Indemnity

I trust you now have had an opportunity to review the documents Lucy sent you. In the meantime I have engaged Todd Alexander my malpractice defense attorney to respond to your allegations concerning the malpractice action. I have also engaged Todd Torvinen to represent me should we have to enforce the settlement agreement in Family Court and seek contempt proceedings. I have previously notified you pursuant to the settlement agreement any costs incurred including attorneys fees in enforcing the indemnity agreement will be assessed against your client for failure to honor her obligations under the agreement. I have given you an opportunity to resolve this matter without incurring fees and costs but this option has been declined.

The terms of the indemnity in the agreement are clear and unambiguous and your response to my request for payment in my opinion is only to gain leverage and delay the payment. As you know a delay in payment will only accrue statutory interest. Your demand for documentation which contain attorney-client privilege information as a condition to indemnity and payment is also additional evidence that your claims are without merit. See also NRCP 16.21

This duty to indemnify arises from the contractual language and is not subject to equitable considerations and will be enforced in accordance with its terms like any other contract. The basis for indemnity is restitution and the indemnitee is not held harmless pursuant to the agreement if he must incur costs and fees to vindicate his rights irrespective of the outcome in the underlying litigation. That's why Courts will award costs and fees not only in defending the malpractice action but also enforcing the terms of the indemnity agreement. Courts also routinely reject any claims by the indemnitor for bad faith, breach fiduciary duty, breach of the implied covenant of good faith and fair dealing or punitive damages because

EXHIBIT

those claims have no merit in this context. Any such instruction to the jury has been deemed wrong and prejudicial. To suggest somehow a fiduciary duty exists is not appropriate in this context. Nor is it appropriate in other situations such as buyer, landlord or other contractual indemnity claims.

Similarly indemnity claims are generally brought after the underlying litigation is concluded or substantially concluded and no prior notice was given to the indemnitor of the underlying claim. The Indemnitor simply defends the action and then tenders the claim for indemnity and payment irrespective of the outcome. This can be years after the underlying litigation is concluded.

I am willing to take payments of \$1500.00 a month to resolve this matter now without further costs. Please let me know your response within 10 days

Sent from my iPad

1 SHAWN B MEADOR  
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7 IN THE FAMILY DIVISION  
8 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
9 IN AND FOR THE COUNTY OF WASHOE

11 PIERRE A. HASCHEFF ,

12 Plaintiff,

13 v.

14 LYNDAL HASCHEFF ,

15 Defendant .

CASE NO. DV13-00656

DEPT. NO. 12

16 REPLY IN SUPPORT OF MOTION FOR CLARIFICATION OR FOR  
17 DECLARATORY RELIEF REGARDING TERMS OF MSA AND DECREE  
18

19 In his Opposition, Judge Hascheff quibbles, distracts, obfuscates, and seeks to mislead  
20 this Court. He cites case law regarding disputes involving commercial litigants that have  
21 entirely different factual scenarios, different contractual indemnity language, and that simply  
22 do not support the arguments he makes in his Opposition. He fails to thoughtfully address the  
23 authority cited by his former wife. He sets up false straw-man arguments and then knocks  
24 them down: all while ignoring the merits of this dispute. In doing so, he drives up Ms.  
25 Hascheff's legal fees for which he should be responsible.  
26  
27

1           THE MSA LANGUAGE IS UNAMBIGUOUS AND CANNOT  
2           BE EXPANDED TO ENCOMPASS JUDGE HASCHEFF'S DEMANDS

3           The indemnity language in paragraph 40 of the Parties' Marital Settlement Agreement  
4           ("MSA") is straightforward and unambiguous. It states:

5           In the event Husband is sued for malpractice, Wife agrees to defend and indemnify  
6           Husband for one half (1/2) the costs of any defense and judgment.

7           Judge Hascheff spends countless pages arguing why being "sued for malpractice" and  
8           the defense of that malpractice action mean so much more than the plain, straightforward  
9           language of the contract drafted by his counsel. Without citation to any authority, Judge  
10          Hascheff posits that "[O]pposing counsel misunderstands the appropriate protocol in filing a  
11          malpractice action." If Judge Hascheff desired that any such protocol should enlarge Ms.  
12          Hascheff's liability to indemnify him for his own allegedly negligent conduct, he should have  
13          had his counsel include that protocol language in the MSA. He did not. This Court may not  
14          enlarge Ms. Hascheff's contractual liability in the guise of interpreting this simple and  
15          unambiguous language.  
16

17          The indemnity demand arises out of Judge Hascheff's potential liability for his alleged  
18          negligence. The case law Judge Hascheff cited, and on which he relies, provides that under  
19          such circumstances, the indemnity clause shall be strictly construed, and enforced only to the  
20          extent the terms are "specifically stated within the four corners of the contract." See, Reyhurn  
21          Lawn & Landscape Designers, Inc. v. Plaster Development Co., Inc., 255 P.3d 268, 274 (Nev.  
22          2011); United Rental Highway Technologies, Inc. v. Wells Cargo, Inc., 289 P.3d 221, 228  
23          (Nev. 2012).  
24

25          Thus, if Judge Hascheff is sued for malpractice, his former wife is responsible for one-  
26          half of the costs specifically incurred in the defense of that malpractice lawsuit. Period. She  
27          did not contractually agree to pay costs or fees he incurred in some other action, even if that  
28

1 action is tangentially related to a malpractice action and even if he believed incurring fees in  
2 that collateral action was reasonable.

3 Nor has Judge Hascheff offered any cogent argument as to why it would be reasonable  
4 for this Court to interpret the contract in a way to afford him the implied rights to keep the  
5 underlying facts of his alleged negligence and the legal advice he received from the lawyer he  
6 hired to protect his interests, secret from her, to make any litigation decisions he believed  
7 were in his best interest, and then send his former wife a bill for the fees to his personal  
8 lawyer.  
9

10 Judge Hascheff suggests that his malpractice carrier's response is one of the protocols  
11 he would have this Court graft onto the simple language of the Parties' MSA. He falsely  
12 claims that the insurance company appreciated how important it was for him to retain  
13 personal counsel to represent him in his role as a percipient witness so the insurance company  
14 voluntarily paid \$2,500 of his fees even though it was not contractually obligated to do so.  
15 That claim is simply not true or consistent with Judge Hascheff's obligations pursuant to  
16 NRCP Rule 11.  
17

18 Judge Hascheff provided counsel with a copy of his malpractice policy. Endorsement  
19 No. 3 is entitled "Omnibus Endorsement." A true and correct copy of Endorsement No. 3 is  
20 attached as Exhibit 1 hereto. Paragraph 4 of Endorsement 3 relates to "Subpoena  
21 Coverage"  
22

23 As this Court will see, Judge Hascheff's insurance carrier agreed that if he was  
24 subpoenaed as a percipient witness in an action related to his legal services, but in which he is  
25 not a named party, as here, the insurer will provide coverage up to \$2,500. Thus, his  
26 suggestion the insurance company had no obligation to pay this \$2,500 and only did so  
27 because his conduct was so reasonable, is simply false.  
28

1 To the extent the insurance company's policy has any bearing whatsoever on whether  
2 it was or was not reasonable for Judge Hascheff to retain personal counsel to represent him in  
3 his role as a percipient witness, the insurance company's position was that the sum of \$2,500  
4 was what was reasonable, sufficient and what it was contractually obligated to pay. It paid  
5 that sum. More importantly, the legal issue in dispute is not whether Judge Hascheff's  
6 unilateral decisions were "reasonable" but whether they are covered by a strict interpretation  
7 of the express language of the indemnity clause. They are not.  
8

9 Rather than providing his former wife with accurate information, consulting with her  
10 and treating her with respect, Judge Hascheff implies that his former wife should simply trust  
11 him. He insists, however, that he has no fiduciary duty to her. Their interests are not  
12 identical. Judge Hascheff's lawyer made it very clear that his job was to protect Judge  
13 Hascheff, not Ms. Hascheff, and thus, made it clear their interests are not identical. If their  
14 interests were identical there would be no basis for insisting that the underlying facts and legal  
15 advice he received from his personal lawyer, that he demands his former wife pay for, is  
16 confidential from her.  
17

18 Judge Hascheff claims that his retention of personal counsel to represent him in his  
19 role as a percipient witness in the collateral lawsuit, in some way, benefited Ms. Hascheff.  
20 Therefore, she should pay one-half of his personal legal fees. That position is not supported  
21 by the plain language of Paragraph 40. Additionally, neither Ms. Hascheff nor this Court  
22 have any ability to evaluate this inadmissible speculation.  
23

24 Judge Hascheff has not admitted that he was negligent in his representation of his  
25 former client. He has not disclosed facts that suggest there was a reasonable probability a jury  
26 would determine he was negligent, thus exposing him and his former wife to liability. He has  
27 not disclosed how his retention of private counsel to protect his interests as a percipient  
witness impacted or altered his potential risk of liability. He has not disclosed any advice his



1 lawyer gave him that protected Ms. Hascheff from this probable risk. Rather, he insists that is  
2 all a secret and that Ms. Hascheff must simply pay half of the costs.

3 Judge Hascheff has not identified a single thing he would have done differently had he  
4 not retained personal counsel to represent him as a percipient witness in the collateral lawsuit.  
5 Regardless of whether he had counsel or not, he had to produce his file and had to testify  
6 truthfully at his deposition and at trial. He has not disclosed how his testimony at deposition  
7 or trial would have been one word different than it would have been had he not retained  
8 personal counsel. This Court and Ms. Hascheff can reasonably assume that Judge Hascheff  
9 would honor his oath to tell the truth regardless of whether he had counsel and can further  
10 reasonably assume that his lawyer advised him to testify truthfully.  
11

12 Judge Hascheff correctly cites authority that requires this Court to base its decision on  
13 a strict interpretation of the indemnity language of the Parties' MSA. A strict interpretation of  
14 the indemnity clause in the MSA does not cover these expenses. The indemnity language  
15 could have been written to say that Ms. Hascheff will indemnify Judge Hascheff for any fees  
16 and costs that he, in his sole and unilateral discretion, believe are reasonable, necessary, and  
17 related in any way to any potential malpractice action. That is not the language his lawyer  
18 drafted, nor is it the agreement the Parties signed. Ms. Hascheff contractually agreed to pay  
19 half the costs of defense of the malpractice action. That action was immediately stayed.  
20 There were essentially no fees incurred in the defense of the malpractice action.  
21

22 This Court's analysis should end here. The strict interpretation Judge Hascheff  
23 acknowledges is appropriate, does not support his position. In his Opposition, however, he  
24 makes a variety of arguments, almost as though he were throwing mud against the wall to see  
25 if anything would stick.  
26

27 Judge Hascheff falsely claims that Ms. Hascheff admitted she is responsible for any  
28 fees he incurred after the malpractice action was filed. This Court will look in vain for any

1 such admission. She is not responsible for any fees Judge Hascheff incurred to his personal  
2 lawyer in connection with his role as a percipient witness, regardless of when those fees were  
3 incurred. She pointed out the unreasonableness and bad faith of Judge Hascheff claiming she  
4 was responsible for fees he incurred before he was even sued for malpractice given that the  
5 indemnity clause, by its express terms, comes into play, only if he is sued.

6  
7 Judge Hascheff insists that when he finally notified his former wife of the situation,  
8 his note to her was not misleading. This Court may decide whether it was or was not  
9 misleading. At the very least, Judge Hascheff would have to concede it was incomplete.

10 He did not notify her that he had been subpoenaed a year and a half earlier, did not  
11 provide her with a copy of the subpoena or with a copy of the malpractice complaint, he did  
12 not provide any information about the underlying facts or risk of liability, or that the  
13 malpractice action had been stayed. He did not share with her any of the legal advice he  
14 received even though he demanded she pay half of the fees he incurred to receive such advice.  
15 He did not tell her the fees he demanded she pay were incurred by his personal lawyer he  
16 retained to protect his interests in his role as a percipient witness in a collateral lawsuit.  
17 Rather, he stated the fees were incurred in the on-going malpractice action.

18  
19 Judge Hascheff claims that his former wife has not been harmed by his failure to  
20 provide her with full and accurate information in advance of incurring fees he claims she is  
21 responsible for. He is mistaken. At a minimum, had he given her the common courtesy of  
22 promptly informing her of the circumstances, sharing with her the underlying facts and risks  
23 they faced, and consulting with her about the most appropriate way for them to jointly  
24 approach the problem, they may have been able to reach agreement to avoid this dispute and  
25 all of these fees. Further, his failure to provide her with full and accurate information has  
26 forced her to incur substantial legal fees.  
27  
28

1 JUDGE HASCHEFF BREACHED HIS COVENANT  
2 OF GOOD FAITH AND FAIR DEALING

3 In an attempt to distract this Court from his failure to honor the implied covenant of  
4 good faith and fair dealing arising out of the Parties' Marital Settlement Agreement, his  
5 failure to act as a fiduciary to his former wife, and his failure to provide her with any  
6 meaningful information or consult with her in any effort to make joint decisions, Judge  
7 Hascheff argues that this Court may not evaluate any equitable considerations. The case law  
8 he cites does not support his argument.

9 Dicta in Rayburn, 255 P.3d at 274, states: "When the duty to indemnify arises from  
10 contractual language, it is generally not subject to equitable considerations; 'rather, it is  
11 enforced in accordance with the terms of the contracting parties' agreement.'" quoting, Prince  
12 v. Pacific Gas & Elec. Co., 45 Cal. 4<sup>th</sup> 1151, 90 Cal.Rptr.3d 732, 202 P.3d 405, 407 (2007).

13 As noted above, Rayburn, then holds that the contractual language will be strictly construed.  
14 In Rayburn, there was no claim that the indemnitee had waived the right to indemnity due to a  
15 breach of fiduciary duty or breach of the implied covenants of good faith and fair dealing.

16 Similarly, in Prince, on which Rayburn, relies, there are no similar facts. Rather, in  
17 Prince, the claimant sought relief on a theory of implied contractual indemnity. The Court  
18 summarized the law of indemnification noting that, in general, there is either contractual  
19 indemnity or equitable indemnity and if there is contractual indemnity, the contract controls.  
20 Like the Nevada Court, the California Court noted that the contractual indemnity "must be  
21 particularly clear and explicit and will be construed strictly against the indemnitee," 202 P.2d  
22 at 1158. Again, the Court did not address the issue of waiver.

23 Ms. Hascheff agrees with the rulings in both Rayburn and Prince, that the contractual  
24 language must be construed strictly. She is not seeking equitable indemnity from her former  
25 husband and thus, the dicta in both cases is inapposite. She does not claim that equity alters  
26

1 the language of the Parties' Agreement. She does assert that by virtue of Judge Hascheff's  
2 breach of the implied covenant of good faith and fair dealing and his breach of fiduciary duty,  
3 he has waived his right to seek indemnity. He has cited no authority to the contrary.

4 Judge Hascheff oddly cites cases in which the Court held that a party may assert a  
5 claim for tortious breach of the implied covenant of good faith and fair dealing only in rare  
6 circumstances. Ms. Hascheff has not filed suit against Judge Hascheff asserting such a tort  
7 claim, although, under the circumstances of this case she believes the Court would find that  
8 there was that special relationship between her and her husband at the time they signed the  
9 MSA that would allow her to do so.

11 Judge Hascheff attempts to use the fact that his former wife had counsel when she  
12 signed the MSA as his insurance policy that it is valid and enforceable. And yet, Ms.  
13 Hascheff has not alleged that the MSA is unenforceable. She alleges that he has waived or is  
14 estopped from asserting his contractual rights. Judge Hascheff's argument does not change  
15 the fact that when she signed the MSA, Ms. Hascheff relied on her husband, the father of her  
16 children who had recently become a judge, rather than on her lawyer, who her husband  
17 demeaned and undermined. Nor does it change the fact that had Judge Hascheff's lawyer  
18 drafted the indemnity clause to give Judge Hascheff the powers and authorities he now claims  
19 he has, no independent lawyer would have advised her to sign the Agreement.

21 A strict interpretation of the indemnity clause necessarily precludes this Court from  
22 accepting Judge Hascheff's argument that this Court may, in the guise of strict interpretation,  
23 create an implied term that Judge Hascheff may retain personal counsel to protect his interests  
24 as a percipient witness in a collateral lawsuit and then require his former wife to pay half of  
25 those fees. Nor does a strict interpretation of the indemnity clause allow this Court to imply  
26 that Ms. Hascheff is obligated to pay for legal advice that is kept secret from her.

1 JUDGE HASCHEFF IS RESPONSIBLE FOR  
2 MS. HASCHEFF'S ATTORNEY'S FEES


3 Judge Hascheff's demand for indemnity is without merit. His Opposition to Ms.  
4 Hascheff's motion is without merit and unsupported by law or fact. Ms. Hascheff, thus, asks  
5 this Court to clarify that the indemnity clause applies only to fees incurred specifically and  
6 directly in defense of the malpractice action. She further asks this Court to make a finding  
7 that Judge Hascheff has waived his right to seek indemnity with respect to the Jaksick matter.  
8 Finally, she requests that this Court require Judge Hascheff to pay the fees and costs she has  
9 incurred in connection herewith.  
10

11 **Affirmation Pursuant to NRS 239B.030**

12 The undersigned affirms that this document does not contain the personal information  
13 of any party.

14 DATED this 13 day of July, 2020.

15 WOODBURN AND WEDGE

16 By   
17 Shawn B. Meador  
18 Attorneys for Defendant  
19 Lynda L. Hascheff  
20  
21  
22  
23  
24  
25  
26  
27  
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the law offices of Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over the age of 18 years, and that I served the foregoing document(s) described as:

Reply in Support of Motion for Clarification or Declaratory Relief

Regarding Terms of MSA and Decree

on the party set forth below by:

\_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.

\_\_\_\_\_ Personal delivery.

X Second Judicial E flex

\_\_\_\_\_ Federal Express or other overnight delivery.

addressed as follows:

X Todd L. Torvinen, Esq.  
232 Court Street  
Reno, NV 89501

The undersigned affirms that this document contains no social security numbers

Dated this 13 day of July, 2020

  
\_\_\_\_\_  
Kelly Albright

## EXHIBIT LIST

<u>Exhibit #</u>	<u>Description</u>	<u>No. of Pages</u>
1	Endorsement No. 3	4

# EXHIBIT 1

FILED  
Electronically  
DV13-00656  
2020-07-13 10:47:39 AM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7966977 : bblough



**ENDORSEMENT NO. 3**  
**OMNIBUS ENDORSEMENT**

This Endorsement, effective at 12:01 a.m. on January 1, 2013, forms part of

Policy No. Issued to Issued by	 Plano A. Hascheff CHTD Darwin National Assurance Company
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In consideration of the premium charged, it is hereby agreed that this Policy is amended as follows:

1. Section I., INSURING AGREEMENT B., ADDITIONAL COVERAGES, is deleted in its entirety and replaced with the following:

**B. ADDITIONAL COVERAGES**

**1. Reimbursement for Lost Earnings Coverage**

The Insurer shall reimburse each Insured up to \$500 for personal earnings actually lost each day or part of a day such Insured, at the Insurer's express request, attends a trial, hearing or arbitration arising from a Claim first made during the Policy Period and reported to the Insurer in accordance with Section IV, Condition I. of this Policy. The maximum amount payable under this Additional Coverage 1. is \$10,000 per Claim and \$30,000 in the aggregate for all Claims, regardless of the number of Claims, the number of Insureds, or the number of days lost or trials, hearings or arbitrations attended. Any payment made by the Insurer under this Additional Coverage 1. shall be in addition to the applicable Limit of Liability and shall not be subject to the Retention.

This coverage shall not apply in the event of a Disciplinary Proceeding.

**2. Disciplinary Proceedings Coverage**

The Insurer will pay on behalf of an Insured, reasonable fees, costs and expenses incurred in responding to a Disciplinary Proceeding initiated against the Insured and reported to the Insurer during the Policy Period or any Extended Reporting Period. The maximum amount payable under this Additional Coverage 2. is \$20,000 per Disciplinary Proceeding and \$60,000 in the aggregate for all Disciplinary Proceedings, regardless of the number of Disciplinary Proceedings or Insureds. Any payment made by the Insurer under this Additional Coverage 2. shall be in addition to the applicable Limit of Liability and shall not be subject to the Retention.

**3. Non-Profit Director and Officer Coverage**

The Insurer will reimburse an individual Insured lawyer, subject to the Limit of Liability as set forth in Item 3. of the Declarations, all amounts that such Insured becomes legally obligated to pay as Damages and Claim Expenses because of a Claim arising out of a Non-Profit Director or Officer Wrongful Act that is first made during the Policy Period or any Extended Reporting Period.

The coverage provided under this Additional Coverage 3. is excess of, and shall not contribute with, any other insurance plan or program of insurance or self-insurance carried by the Non-Profit Organization, and any contribution and indemnification to which the individual insured lawyer is entitled to from such Non-Profit Organization.

The most the insurer shall pay for Claims for which coverage is provided under this Additional Coverage 3. shall be an amount equal to the lesser of:

- (a) the per Claim Limit of Liability under the Non-Profit Organization's Directors and Officers Liability Insurance; or
- (b) the Limit of Liability set forth in Item 3.(a) of the Declarations.

up to the maximum amount of \$500,000 per Claim and in the aggregate for all such Claims. Any payment made by the insurer under this Additional Coverage 3. shall be part of, and not in addition to, the applicable Limit of Liability.

It is a condition precedent to coverage under this Additional Coverage 3. that:

- (a) such individual insured lawyer is serving as a director, officer or committee member of the Non-Profit Organization with the express written consent or at the request of the Named Insured;
- (b) such Non-Profit Organization will have, in full force and effect during the Policy Period or any Extended Reporting Period, Directors and Officers Liability Insurance with Limits of Liability of at least \$500,000 per claim and in the aggregate for all claims; and
- (c) no more than ten percent (10%) of the Named Insured's annual gross revenues are derived directly or indirectly from Legal Services performed by any Insured for the Non-Profit Organization.

In the event that a Wrongful Act or Related Act or Omission gives rise to a Claim or multiple Claims under both this Additional Coverage 3. and Insuring Agreement I.A. of the Policy, then only one per Claim Limit of Liability and one Retention shall apply to all such Claims.

#### 4. Subpoena Coverage

In the event the Insured receives a subpoena for documents or testimony arising out of Legal Services, the Insured may obtain the Insurer's assistance in responding to the subpoena by providing the Insurer with a copy of the subpoena. The Insurer will retain an attorney to provide advice regarding the production of documents, to prepare the Insured for sworn testimony, and to represent the Insured at the Insured's depositions, provided that:

- (a) the subpoena arises out of a lawsuit to which the Insured is not a party; and
- (b) the Insured has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the Insured provided such advice or testimony in the past.

The maximum amount payable under this Additional Coverage 4, is \$2,500, regardless of the number of subpoenas or insureds. Any payment made by the Insurer under this Additional Coverage 4, shall be in addition to the applicable Limit of Liability and shall not be subject to the Retention.

Any notice the Insured gives the Insurer of such subpoena shall be deemed notification of a potential Claim under Section IV., Condition I. 3.

2. Section IV, CONDITIONS, E. CONSENT TO SETTLE, is deleted in its entirety and replaced with the following:

E. CONSENT TO SETTLE

The Insurer shall not settle any Claim without the consent of the Insured, which consent shall not be unreasonably withheld. If, however, the Insured refuses to consent to any settlement recommended by the Insurer and acceptable to the claimant, then, subject to the Limits of Liability set forth in Item 3. of the Declarations, the Insurer's liability for Damages and Claim Expenses relating to such Claim shall not exceed:

1. the amount for which the Claim could have been settled, plus all Claim Expenses incurred up to the time the Insurer made its recommendation (the "Settlement Amount"); plus
2. fifty percent (50%) of any Damages and/or Claims Expenses in excess of the Settlement Amount.

The remaining fifty percent (50%) of Damages and/or Claims Expenses in excess of the Settlement Amount will be borne by the Insured at its own risk and remain uninsured.

If the Insured refuses to consent to any Claim settlement recommended by the Insurer, as described above, then once the Insurer has paid the Settlement Amount, the Insurer shall have the right to withdraw from the further investigation and defense of such Claim by tendering control of such investigation or defense to the Insured. The Insured agrees, as a condition of the issuance of this Policy, to accept such tender and proceed at its own cost and expense.

If the Named Insured has not paid any premiums due or satisfied any applicable Retentions, the Insurer has the right, but not the obligation, to settle any Claim without the consent of the Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged..

  
Authorized Representative