

7-8-2017

Safaris Unlimited, LLC v. Von Jones Clerk's Record Dckt. 44914

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IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC,)
A Georgia Limited Liability Company,)
)
Plaintiff/Respondent,)
)
vs.)
)
MIKE VON JONES,)
)
)
Defendant/Appellant,)

SUPREME COURT NO. 44914-2017
DISTRICT COURT NO. CV 2013-2706

CORRECTED
AUGMENTED CLERK'S RECORD ON APPEAL

Appeal from the District Court of the Fifth Judicial District
of the State of Idaho, in and for the County of Twin Falls

HONORABLE RANDY J. STOKER
District Judge

Theodore Larsen
Williams, Meservy & Lothspeich, LLP
P. O. Box 168
Jerome, ID 83338

ATTORNEY FOR APPELLANT

David Gadd
Worst, Fitzgerald & Stover, PLLC
P. O. Box 1428
Twin Falls, ID 83303-1428

ATTORNEY FOR RESPONDENT

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC,)	
A Georgia Limited Liability Company,)	SUPREME COURT NO. 44914-2017
)	DISTRICT COURT NO. CV 2013-2706
Plaintiff/Respondent,)	
)	
vs.)	
)	
MIKE VON JONES,)	
)	
<u>Defendant/Appellant,</u>)	

AUGMENTED CLERK'S RECORD ON APPEAL

Appeal from the District Court of the Fifth Judicial District
of the State of Idaho, in and for the County of Twin Falls

HONORABLE RANDY J. STOKER
District Judge

Theodore Larsen
Williams, Meservy & Lothspeich, LLP
P. O. Box 168
Jerome, ID 83338

ATTORNEY FOR APPELLANT

David Gadd
Worst, Fitzgerald & Stover, PLLC
P. O. Box 1428
Twin Falls, ID 83303-1428

ATTORNEY FOR RESPONDENT

CASE SUMMARY

CASE NO. CV-2013-2706

Safaris Unlimited, LLC, A Georgia Limited Liabilit
vs.
Mike Von Jones

Ü
Ü
Ü
Ü

Location: Twin Falls County District Court
Judicial Officer: Stoker, Randy J.
Filed on: 06/28/2013
Appellate Case Number: 44914-2017

CASE INFORMATION

Warrants

Bench Warrant - Safaris Unlimited, LLC, A Georgia Limited Liabilit (Judicial Officer: Stoker, Randy J.)
05/04/2015 Quashed
Fine: \$70727.31
Bond: \$0
Notes: 05/04/2015 Failed to Appear

Case Type: AA- All Initial District Court Filings (Not E, F, and H1)

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number CV-2013-2706
Court Twin Falls County District Court
Date Assigned 06/28/2013
Judicial Officer Stoker, Randy J.

PARTY INFORMATION

Plaintiff

Safaris Unlimited, LLC, A Georgia Limited Liabilit

Lead Attorneys
Gadd, David Wendell
Retained
208-736-9900(W)

Defendant

Von Jones, Mike

Pro Se

Von Jones, Mike

Larsen, Theodore R.
Retained
208-324-2303(W)

DATE

EVENTS & ORDERS OF THE COURT

INDEX

06/28/2013

New Case Filed Other Claims
New Case Filed-Other Claims

06/28/2013

Miscellaneous
Filing: A - All initial civil case filings of any type not listed in categories B-H, or the other A listings below Paid by: Von Jones, Mike (defendant) Receipt number: 1316666 Dated: 6/28/2013 Amount: \$96.00 (Check) For: Safaris Unlimited, Llc, A Georgia Limited Liabilit (plaintiff)


06/28/2013

 Complaint Filed
Verified Complaint Filed

06/28/2013

Summons Issued
Summons Issued














10/02/2013

 Affidavit
Affidavit of Non-Service


10/02/2013

CASE SUMMARY

CASE NO. CV-2013-2706


- 01/15/2014  Notice of Service
Notice Of Service
- 01/17/2014 Hearing Vacated
Hearing result for Scheduling Conference scheduled on 01/21/2014 10:00 AM: Hearing Vacated
- 01/17/2014  Stipulation
for Scheduling and Planning
- 01/21/2014 Hearing Scheduled
Hearing Scheduled (Pretrial Conference 09/15/2014 09:00 AM)
- 01/21/2014 Hearing Scheduled
Hearing Scheduled (Court Trial 10/15/2014 08:30 AM)
- 01/21/2014 **Scheduling Conference (10:00 AM) (Judicial Officer: Stoker, Randy J.)**
- 01/21/2014  Order
Order Approving Stipulated Scheduling Order, Pre-Trial and Court Trial Notice
- 02/07/2014  Notice of Service
Notice Of Service Of Discovery
- 02/13/2014  Notice of Service of Discovery Requests
Notice Of Service Of Discovery
- 03/13/2014  Notice of Service
- 03/14/2014  Notice
Notice Of Taking Deposition Of Michael Von Jones
- 04/07/2014  Notice of Taking Deposition
Amended Notice Of Taking Deposition of Mike Von Jones
- 04/07/2014  Motion to Compel
Verification of Discovery Responses
- 04/07/2014  Affidavit
of David W. Gadd
- 04/09/2014  Notice of Hearing
Notice Of Hearing
- 04/10/2014 Hearing Scheduled
Hearing Scheduled (Motion to Compel 04/28/2014 10:00 AM)
- 04/11/2014  Notice of Service of Discovery Requests
Notice Of Service Of Discovery
- 04/16/2014  Notice
Second Amended Notice of Taking Deposition of Mike Von Jones


CASE SUMMARY
CASE NO. CV-2013-2706


04/16/2014  Notice of Withdrawal
of Plaintiff's Motion to Compel Verification of Discovery Responses

04/17/2014 Hearing Vacated
Hearing result for Motion to Compel scheduled on 04/28/2014 10:00 AM: Hearing Vacated per Gadd


04/28/2014 **Motion to Compel (10:00 AM) (Judicial Officer: Stoker, Randy J.)**

05/07/2014  Notice of Hearing


05/07/2014  Motion to Compel
Deposition Testimony

05/07/2014  Affidavit
of David W. Gadd in Support of Motion to Compel Deposition Testimony


05/08/2014 Hearing Scheduled
Hearing Scheduled (Motion to Compel 05/27/2014 10:00 AM)


05/23/2014  Affidavit
In Opposition to Motion to Compel Deposition


05/27/2014 DC Hearing Held: Court Reporter: # of Pages:
Hearing result for Motion to Compel scheduled on 05/27/2014 10:00 AM: District Court Hearing Held
Court Reporter: Barksdale
Number of Transcript Pages for this hearing estimated:


05/27/2014  Notice of Taking Deposition
Fourth Amended Notice of Taking Deposition of Mike Von Jones


05/27/2014 **Motion to Compel (10:00 AM) (Judicial Officer: Stoker, Randy J.)**


05/27/2014  Court Minutes


07/03/2014  Notice of Service
of Discovery

07/14/2014  Motion for Summary Judgment
Motion For Summary Judgment













07/14/2014  Memorandum
Memorandum in Support of Motion for Summary Judgment

07/14/2014  Declaration
Declaration of Louis V. Spiker in Support of Motion for Summary Judgment

07/14/2014  Declaration
Declaration of Graham Hingeston in Support of Motion for Summary Judgment









07/14/2014  Declaration
Declaration of Derek Adams in Support of Motion for Summary Judgment

CASE SUMMARY
CASE NO. CV-2013-2706

07/14/2014	 Declaration <i>Declaration of Jennifer Ryan in Support of Motion for Summary Judgment</i>
07/14/2014	 Notice of Service
07/23/2014	 Motion <i>Motion to Enlarge Time</i>
07/23/2014	Notice of Hearing
07/23/2014	 Declaration <i>Declaration of Louis V. Spiker in Support of Motion to Enlarge Time</i>
07/24/2014	Hearing Scheduled <i>Hearing Scheduled (Motion for Summary Judgment 09/02/2015 10:00 AM)</i>
07/24/2014	Hearing Scheduled <i>Hearing Scheduled (Motion for Summary Judgment 09/02/2014 10:00 AM)</i>
07/24/2014	 Order <i>Order to Enlarge Time for Hearing</i>
08/07/2014	 Motion <i>Motion to Allow Live testimony Via Contemporaneous Transmission</i>
08/07/2014	 Declaration <i>Declaration of Louis V. Spiker in Support of Motion to Allow Testimony Via Contemporaneous Transmission</i>
08/13/2014	 Notice of Hearing <i>Notice Of Hearing</i>
08/14/2014	Hearing Scheduled <i>Hearing Scheduled (Motion 09/15/2014 10:00 AM) Motion to Allow Live Testimony Via Contemporaneous Transmission</i>
08/15/2014	 Witness Disclosure <i>Plaintiff's Lay and Rebuttal Expert Witness Disclosure</i>
08/18/2014	 Memorandum <i>Defendant's Memorandum in Opposition to Motion for Summary Judgment</i>
08/18/2014	 Affidavit <i>of Jeffrey E. Rolig</i>
08/26/2014	 Memorandum <i>Reply Memorandum in Support of Motion for Summary Judgment</i>
09/02/2014	DC Hearing Held: Court Reporter: # of Pages: <i>Hearing result for Motion for Summary Judgment scheduled on 09/02/2015 09:00 AM: District Court Hearing Held Court Reporter: Barksdale Number of Transcript Pages for this hearing estimated:</i>
09/02/2014	DC Hearing Held: Court Reporter: # of Pages:

CASE SUMMARY
CASE NO. CV-2013-2706

*Hearing result for Motion for Summary Judgment scheduled on 09/02/2014 09:00 AM:
District Court Hearing Held
Court Reporter: Barksdale
Number of Transcript Pages for this hearing estimated:*

- 09/02/2014 **Hearing Vacated**
Hearing result for Motion scheduled on 09/15/2014 10:00 AM: Hearing Vacated Motion to Allow Live Testimony Via Contemporaneous Transmission
- 09/02/2014 **Hearing Vacated**
Hearing result for Court Trial scheduled on 10/15/2014 08:30 AM: Hearing Vacated
- 09/02/2014 **Hearing Vacated**
Hearing result for Pretrial Conference scheduled on 09/15/2014 09:00 AM: Hearing Vacated
- 09/02/2014 **Motion for Summary Judgment (9:00 AM) (Judicial Officer: Stoker, Randy J.)**
- 09/02/2014  **Court Minutes**
- 09/03/2014  **Order**
Order Granting Plaintiff's Motion for Summary Judgment
- 09/03/2014  **Judgment**
Judgment
- 09/03/2014 **Civil Disposition Entered**
Civil Disposition/Judgment entered: entered for: Von Jones, Mike, Defendant; Safaris Unlimited, LLC, A Georgia Limited Liabilit, Plaintiff. Filing date: 9/3/2014
- 09/03/2014 **Scanned**
Scanned
- 09/03/2014 **Judgment (Disposed through Conversion)**
Converted Disposition:
\$31,476.30 (Amended 10-27-14 to \$52, 005.37
Party (Safaris Unlimited, LLC, A Georgia Limited Liabilit)
Party (Von Jones, Mike)
- 09/04/2014  **Notice of Service**
- 09/05/2014  **Memorandum**
Verified Memorandum of Attorney's Fees and Costs
- 09/05/2014  **Affidavit**
Affidavit in Support of Memorandum of Attorney's Fees and Costs
- 09/15/2014 **Pre-trial Conference (9:00 AM) (Judicial Officer: Stoker, Randy J.)**
- 09/15/2014 **Motion Hearing (10:00 AM) (Judicial Officer: Stoker, Randy J.)**
Motion to Allow Live Testimony Via Contemporaneous Transmission Hearing result for Motion scheduled on 09/15/2014 10:00 AM: Hearing Vacated
- 09/18/2014  **Motion**
Motion to Disallow Costs and Attorney Fees
- 09/22/2014  **Notice of Hearing**

TWIN FALLS COUNTY DISTRICT COURT

CASE SUMMARY


CASE NO. CV-2013-2706

09/23/2014 Hearing Scheduled
Hearing Scheduled (Motion 10/27/2014 10:00 AM) Motion to Disallow Costs and Attorney Fees


10/09/2014 Miscellaneous
Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: Rolig, Jeffrey E. (attorney for Von Jones, Mike) Receipt number: 1425189 Dated: 10/9/2014 Amount: \$129.00 (Check) For: Von Jones, Mike (defendant)


10/09/2014 Miscellaneous
Miscellaneous Payment: For Making Copies Of Transcripts For Appeal Per Page Paid by: Jeff Rolig Receipt number: 1425190 Dated: 10/9/2014 Amount: \$100.00 (Check)


10/09/2014 Appeal Filed in Supreme Court
Appealed To The Supreme Court


10/09/2014  Notice of Appeal

10/15/2014 **Court Trial (8:30 AM) (Judicial Officer: Stoker, Randy J.)**
10/15/2014-10/17/2014

10/15/2014  Clerk's Certificate of Appeal


10/21/2014  Motion to Compel
Motion To Compel Discovery Responses

10/21/2014  Affidavit
Affidavit in Support of Motion to Compel Discovery Responses

10/21/2014  Notice of Hearing


10/23/2014 Miscellaneous
Miscellaneous Payment: For Comparing And Conforming A Prepared Record, Per Page Paid by: Worst, Fitzgerald & Stover, PLLC Receipt number: 1426334 Dated: 10/23/2014 Amount: \$1.00 (Check)


10/23/2014 Miscellaneous
Miscellaneous Payment: For Certifying The Same Additional Fee For Certificate And Seal Paid by: Worst, Fitzgerald & Stover, PLLC Receipt number: 1426334 Dated: 10/23/2014 Amount: \$1.00 (Check)

10/23/2014  Notice of Hearing
Amended Notice of Hearing

10/24/2014 Hearing Scheduled
Hearing Scheduled (Motion to Compel 10/24/2014 10:00 AM)












10/27/2014 DC Hearing Held: Court Reporter: # of Pages:
*Hearing result for Motion scheduled on 10/27/2014 10:00 AM: District Court Hearing Held Court Reporter: Barksdale
Number of Transcript Pages for this hearing estimated: Motion to Disallow Costs and Attorney Fees*

10/27/2014  Court Minutes
Court Minutes












10/27/2014  Order

CASE SUMMARY
CASE NO. CV-2013-2706

Order Granting Attorney Fees and Costs

- 10/27/2014  Judgment
Amended Judgment
- 10/27/2014 **Motion Hearing** (10:00 AM) (Judicial Officer: Stoker, Randy J.)
Motion to Disallow Costs and Attorney Fees Hearing result for Motion scheduled on 10/27/2014 10:00 AM: District Court Hearing Held
Court Reporter: Barksdale
Number of Transcript Pages for this hearing estimated:
- 10/28/2014  Supreme Court Document Filed-Misc
Supreme Court -- Filed Notice of Appeal
- 10/28/2014  Notice of Appeal
Amended Notice of Appeal
- 10/28/2014  Supreme Court Document Filed-Misc
Supreme Court Document Filed- Notice of Defect
- 10/30/2014  Notice
Notice of Balance Due on Clerk's Record
- 10/30/2014  Supreme Court Document Filed-Misc
Supreme Court -- Filed Amended Notice of Appeal. Transcript and Clerk's Record Due 1-5-15
- 10/30/2014  Notice
Notice of Lodging: Tracy Barksdale; Motion for Summary Judgment September 2, 2014
- 10/30/2014 Miscellaneous
Lodged: Transcript on Appeal -- Email
- 10/31/2014 Writ Issued
Writ Issued
TF
- 10/31/2014 Miscellaneous
Miscellaneous Payment: Writs Of Execution Paid by: Worst, Fitzgerlad & Stover Receipt number: 1426974 Dated: 10/31/2014 Amount: \$2.00 (Check)
- 10/31/2014  Affidavit
Affidavit for Writ of Execution
- 10/31/2014  Miscellaneous
Instructions from Judgment Creditor (Farmers National Bank)
- 10/31/2014  Miscellaneous
Instructions from Judgment Creditor (Jeffrey E. Rolig, P.C.)
- 10/31/2014  Miscellaneous
Instructions from Judgment Creditor (Wells Fargo Bank, N.A.)
- 11/14/2014 Miscellaneous
Miscellaneous Payment: For Making Copies Of Transcripts For Appeal Per Page Paid by: Jeffrey Rolig Receipt number: 1428107 Dated: 11/14/2014 Amount: \$110.50 (Check)


CASE SUMMARY
CASE NO. CV-2013-2706


- 11/18/2014  Return of Service
Sheriff's Return, Wells Fargo Bank, 11/04/2014
- 11/18/2014  Return of Service
Sheriff's Return, Farmers National Bank, 11/04/2014
- 11/18/2014  Return of Service
Sheriff's Return, Jeffrey E Rolig PC, 11/04/2014
- 11/18/2014  Writ Returned
Twin Falls County
- 11/24/2014 DC Hearing Held: Court Reporter: # of Pages:
Hearing result for Motion to Compel scheduled on 11/24/2014 10:00 AM: District Court Hearing Held
Court Reporter: Barksdale
Number of Transcript Pages for this hearing estimated:
- 11/24/2014 **Motion to Compel** (10:00 AM) (Judicial Officer: Stoker, Randy J.)
- 11/24/2014  Court Minutes
- 11/25/2014 Letter
Letter to Judge Stoker from David W. Gadd
- 11/26/2014  Order
Order Granting Judgment Creditor's Motion to Compel Discovery Responses
- 12/30/2014  Motion
Motion for Order Imposing Sanctions
- 12/30/2014  Notice of Hearing
- 12/30/2014  Affidavit
Affidavit in Support of Motion for Order Imposing Sanctions
- 12/31/2014 Hearing Scheduled
Hearing Scheduled (Motion 02/23/2015 10:00 AM) Motion for Sanctions
- 01/20/2015  Supreme Court Document Filed-Misc
Supreme Court -- Received Clerk's Record and Reporter's Transcript. Appellant's Brief Due 2-17-15 Note: No Exhibits
- 02/20/2015  Notice of Service of Discovery Requests
Notice of Service of Discovery
- 02/23/2015 DC Hearing Held: Court Reporter: # of Pages:
Hearing result for Motion scheduled on 02/23/2015 10:00 AM: District Court Hearing Held
Court Reporter: Barksdale
Number of Transcript Pages for this hearing estimated: Motion for Sanctions
- 02/23/2015 **Motion Hearing** (10:00 AM) (Judicial Officer: Stoker, Randy J.)

Motion for Sanctions
Hearing result for Motion scheduled on 02/23/2015 10:00 AM: District Court Hearing Held


CASE SUMMARY
CASE NO. CV-2013-2706


Court Reporter: Barksdale
Number of Transcript Pages for this hearing estimated:


- 02/23/2015  Court Minutes


- 02/24/2015  Order
Order on Plaintiff's Motion for Order Imposing Sanctions

- 02/26/2015 Hearing Scheduled
Hearing Scheduled (Debtors Examination 03/13/2015 01:30 PM)


- 02/26/2015  Order
Order for Examination of Judgment Debtor

- 03/02/2015  Subpoena Returned
Subpoena Duces Tecum to Michael Von Jones Returned

- 03/09/2015  Memorandum
Defendant's Memorandum Regarding Privilege Against Self-Incrimination


- 03/09/2015  Memorandum
Plaintiff's Memorandum Re: Fifth Amendment Issues

- 03/12/2015 Continued (Judicial Officer: Stoker, Randy J.)
Continued (Debtors Examination 03/18/2015 01:30 PM)


- 03/18/2015  Court Minutes
Court Minutes
Hearing type: Debtors Examination
Hearing date: 3/18/2015
Time: 1:23 pm
Courtroom:
Court reporter: Tracy Barksdale
Minutes Clerk: Angela L Aguirre
Tape Number:
Party: Mike Von Jones, Attorney: Jeffrey Rolig
Party: Safaris Unlimited, LLC, A Georgia Limited Liabilit, Attorney: David Gadd

- 03/18/2015 DC Hearing Held: Court Reporter: # of Pages:
Hearing result for Debtors Examination scheduled on 03/18/2015 01:30 PM: District Court
Hearing Held
Court Reporter: Barksdale
Number of Transcript Pages for this hearing estimated:

- 03/18/2015 **Debtor Exam (1:30 PM)** (Judicial Officer: Stoker, Randy J.)

- 03/30/2015  Supreme Court Document Filed-Misc
Supreme Court -- Respondent's Brief Filed 17 pages Set Due Date Appellant's Reply Brief Due
4-7-2015

- 04/06/2015 Letter
Letter to Judge Stoker Re: Debtor Examination


- 04/07/2015  Order
Amended Order of Examination of Judgment Debtor


- 04/07/2015 Hearing Scheduled


CASE SUMMARY

CASE NO. CV-2013-2706

Hearing Scheduled (Debtors Examination 04/09/2015 01:30 PM)


- 04/08/2015  Affidavit
Affidavit of Jeffrey E. Rolig


- 04/09/2015  Motion
Motion to Vacate Hearing

- 04/09/2015  Court Minutes
Court Minutes
Hearing type: Debtors Examination
Hearing date: 4/9/2015
Time: 1:20 pm
Courtroom:
Court reporter: Tracy Barksdale
Minutes Clerk: Angela L Aguirre
Tape Number:
Party: Mike Von Jones, Attorney: Jeffrey Rolig
Party: Safaris Unlimited, LLC, A Georgia Limited Liabilit, Attorney: David Gadd

- 04/09/2015 Continued (Judicial Officer: Stoker, Randy J.)
Continued (Debtors Examination 04/24/2015 01:30 PM)


- 04/09/2015 DC Hearing Held: Court Reporter: # of Pages:
District Court Hearing Held
Court Reporter: Barksdale
Number of Transcript Pages for this hearing estimated:


- 04/09/2015  Notice of Hearing


- 04/13/2015  Order
Second Amended Order of Examination of Judgment Debtor

- 04/24/2015 Failure to Appear for Hearing Or Trial
Hearing result for Debtors Examination scheduled on 04/24/2015 01:30 PM: Failure To Appear For Hearing Or Trial


- 04/24/2015 **Debtor Exam (1:30 PM) (Judicial Officer: Stoker, Randy J.)**


- 04/24/2015  Court Minutes

- 04/28/2015  Letter
Letter to Judge Stoker from David Gadd

- 05/04/2015  Order
Order for Issuance of Arrest Warrant for Mike Von Jones

















- 05/04/2015 Case Sealed

- 05/04/2015  Warrant/Det Order Issued - Arrest
Warrant Issued - Bench Bond amount: 70727.31 Failed to Appear Plaintiff: Safaris Unlimited, LLC, A Georgia Limited Liability


- 07/23/2015  Supreme Court Document Filed-Misc
Filed (Appellant's) Memorandum of Costs


CASE SUMMARY

CASE NO. CV-2013-2706


07/23/2015	 Supreme Court Document Filed-Misc <i>2015 Opinion No. 70 -- vacated and remanded</i>
08/21/2015	 Supreme Court Document Filed-Misc <i>Remittitur</i>
08/24/2015	 Order <i>for Scheduling Conference</i>
08/24/2015	 Order <i>Civil Pre-Trial Order</i>
08/25/2015	 Order <i>Quashing Arrest Warrant</i>
08/25/2015	 Warrant/Det Order Returned - No Service
09/02/2015	CANCELED Motion for Summary Judgment (9:00 AM) (Judicial Officer: Stoker, Randy J.) <i>Vacated</i>
09/15/2015	 Notice of Hearing
09/15/2015	 Motion to Amend Complaint <i>Motion for Leave to Amend Complaint</i>
09/25/2015	 Notice of Hearing
09/25/2015	 Motion <i>Motion for Leave to Withdraw as Attorney for Defendant</i>
09/25/2015	 Affidavit <i>Affidavit of Jeffrey E. Rolig</i>
09/25/2015	 Notice <i>Notice of Non- Objection to Motion to Withdraw</i>
10/05/2015	 Motion to Amend (10:00 AM) (Judicial Officer: Stoker, Randy J.)
10/05/2015	DC Hearing Held: Court Reporter: # of Pages: <i>TBarksdale</i>
10/05/2015	 Court Minutes
10/13/2015	 Order <i>for Withdrawal of Attorney</i>
10/19/2015	CANCELED Scheduling Conference (10:00 AM) (Judicial Officer: Stoker, Randy J.) <i>Vacated</i>
10/23/2015	 Affidavit of Service <i>Mike Von Jones, 10/21/2015, certified mail</i>


CASE SUMMARY
CASE NO. CV-2013-2706

11/09/2015  Notice of Appearance


11/12/2015  Notice of Hearing


12/10/2015 Scanned
Bulk


12/10/2015  Notice of Appearance


12/14/2015  **Motion to Amend** (10:00 AM) (Judicial Officer: Stoker, Randy J.)


12/14/2015 DC Hearing Held: Court Reporter: # of Pages:
TBarksdale


12/14/2015  Court Minutes

12/14/2015  Notice of Hearing


12/28/2015  Memorandum
in Opposition to Plaintiff's Motion for Leave to Amend Complaint


01/04/2016  **CANCELED Motion to Amend** (10:00 AM) (Judicial Officer: Stoker, Randy J.)
Vacated


01/04/2016  Amended
Amended Notice of Hearing


01/04/2016  Notice of Hearing


01/13/2016 Scanned
Final

01/13/2016  Motion to Withdraw
as Attorney of Record


01/13/2016  Affidavit in Support of Motion
Affidavit of Benjamin J. Cluff in Support of Motion to Withdraw as Attorney of Record

01/14/2016  Notice of Hearing
on Motion to Withdraw as Attorney of Record

01/19/2016  **CANCELED Motion Hearing - Civil** (10:00 AM) (Judicial Officer: Stoker, Randy J.)
Vacated

02/01/2016  **Motion to Withdraw as Attorney** (10:00 AM) (Judicial Officer: Stoker, Randy J.)


02/01/2016 DC Hearing Held: Court Reporter: # of Pages:
TBarksdale


02/01/2016  Court Minutes


02/01/2016 Motion Granted


CASE SUMMARY


CASE NO. CV-2013-2706


- 02/01/2016  Order
Permitting Withdrawal as Attorney of Record


- 02/16/2016  Notice of Appearance


- 02/19/2016  Notice of Hearing


- 03/14/2016  **CANCELED Motion to Amend** (10:00 AM) (Judicial Officer: Stoker, Randy J.)
Vacated


- 03/14/2016  Notice of Hearing
Amended Notice of Hearing


- 04/07/2016  Motion to Continue

- 04/07/2016  Affidavit in Support of Motion
Affidavit of Michael von Jones in Support of Motion to Continue


- 04/08/2016  Objection
to Defendant's Motion to Continue


- 04/08/2016  Affidavit
of David W. Gadd


- 04/08/2016  Affidavit
of Kirk A. Melton


- 04/11/2016  **Motion for Leave to File Amended Complaint** (10:00 AM) (Judicial Officer: Stoker, Randy J.)
Events: 03/14/2016 Notice of Hearing


- 04/11/2016 DC Hearing Held: Court Reporter: # of Pages:
TBarksdale


- 04/11/2016  Court Minutes


- 04/11/2016  Motion Granted

- 04/11/2016  Order
Order Granting Plaintiff's Motion for Leave to Amend Complaint

- 04/11/2016  Amended Complaint Filed
First

- 04/27/2016  Notice of Intent to Take Default

















- 04/28/2016  Application
Ex Parte Application for Issuance of Prejudgment Writ of Attachment

- 04/28/2016  Affidavit

CASE SUMMARY


CASE No. CV-2013-2706


of David W. Gadd


- 04/28/2016  Notice
Notice of Writ of Attachment
- 04/29/2016 Writ Issued
Twin Falls (Writ of Attachment)
- 04/29/2016  Order
Order to Show Cause and Temporary Restraining Order
- 04/29/2016  Affidavit of Service
- 05/02/2016  Answer
and Jury Trial Demand
- 05/09/2016  **Order to Show Cause Hearing (10:00 AM)** (Judicial Officer: Stoker, Randy J.)
- 05/09/2016 DC Hearing Held: Court Reporter: # of Pages:
TBarksdale
- 05/09/2016  Court Minutes
- 05/10/2016  Notice of Hearing
- 05/10/2016  Order
Order Regarding Preliminary Injunction and Prejudgment Writ of Attachment
- 05/11/2016  Motion
to Strike Demand for Jury Trial
- 05/11/2016  Notice of Hearing
Notice of Hearing
- 05/25/2016  Sheriff's Return
Twin Falls County Courthouse, 04/29/2016
- 05/25/2016  Sheriff's Return
Mike Von Jones, 05/25/2016
- 05/25/2016  Sheriff's Return
Jeremy Sligar, 05/02/2016
- 05/25/2016  Sheriff's Return
Jeremy Sligar for Overtime Garage LLC, 05/02/2016
- 05/25/2016  Writ Returned
TF county
- 06/03/2016  Notice of Appearance
- 06/08/2016


CASE SUMMARY


CASE NO. CV-2013-2706


-  Affidavit of Service
Aaron Thompson (authorized person) for Deseret Digital Media, Inc


- 06/08/2016  Subpoena
to Deseret Digital Media, Inc.

- 06/09/2016  Affidavit of Service
Erika Figueroa, legal secretary for Craigslist, 06/03/2016


- 06/09/2016  Subpoena
to Craigslist


- 06/16/2016  Subpoena
to Verizon Wireless


- 06/17/2016  Motion
to Strike Subpoena Issued to Verizon Wireless


- 06/17/2016  Objection
to Motion to Strike Demand for Jury Trial


- 06/20/2016 **Scheduling Conference (10:00 AM) (Judicial Officer: Stoker, Randy J.)**
also motion to strike


- 06/20/2016  **Motion to Strike (10:00 AM) (Judicial Officer: Stoker, Randy J.)**
also scheduling conference


- 06/20/2016  Court Minutes


- 06/20/2016  Stipulation for Scheduling and Planning


- 06/22/2016  Order
Order Denying Plaintiff's Motion to Strike Demand for Jury Trial


- 06/22/2016  Notice of Hearing


- 08/24/2016  Motion to Dismiss
for Failure to Join an Indispensable Party

- 08/24/2016  Notice of Hearing

- 08/25/2016  Notice of Hearing
Amended















- 09/08/2016  Motion
to Add Claims and Amend Pleadings

- 09/14/2016  Motion
for Partial Summary Judgment

- 09/14/2016  Memorandum In Support of Motion


CASE SUMMARY
CASE NO. CV-2013-2706


for Partial Summary Judgment


- 09/14/2016  Affidavit
of David W. Gadd
- 09/15/2016  Notice of Hearing
- 09/15/2016  Notice of Hearing
- 10/03/2016  Objection
to Motion to Dismiss for Failure to Join an Indispensable Party
- 10/11/2016  **Motion to Dismiss** (10:00 AM) (Judicial Officer: Stoker, Randy J.)
- 10/11/2016 DC Hearing Held: Court Reporter: # of Pages:
TBarksdale
- 10/11/2016  Court Minutes
- 10/24/2016  Memorandum
in Opposition to Plaintiff's Motion for Partial Summary Judgment
- 10/24/2016  Affidavit
of Counsel in Support of Memorandum in Opposition to Plaintiff's Motion for Partial Summary Judgment
- 10/31/2016  Pretrial Memorandum
- 10/31/2016  Pretrial Memorandum
Plaintiff's
- 11/03/2016  Notice of Service
- 11/07/2016 **CANCELED Pre-trial Conference** (9:00 AM) (Judicial Officer: Stoker, Randy J.)
Vacated
- 11/07/2016  **Pre-trial Conference** (11:00 AM) (Judicial Officer: Stoker, Randy J.)
Motion for Partial Summary Judgment
- 11/07/2016 **Motion for Summary Judgment** (11:00 AM) (Judicial Officer: Stoker, Randy J.)
- 11/07/2016 DC Hearing Held: Court Reporter: # of Pages:
TBarksdale
- 11/07/2016 DC Hearing Held: Court Reporter: # of Pages:
TBarksdale
- 11/07/2016  Court Minutes
- 11/09/2016  Order
Pretrial Order and Order Denying Motion to Dismiss
- 11/09/2016


CASE SUMMARY


CASE NO. CV-2013-2706


-  Notice of Service


- 11/10/2016  Plaintiffs' Disclosure of Lay and/or Expert Witnesses


- 11/10/2016  Miscellaneous
Defendant's Lay Witness Disclosure


- 12/01/2016  Notice of Service
of Discovery Responses


- 12/16/2016  Miscellaneous
Defendant's Statement of Claims


- 12/16/2016  Notice
of Submission of Defendant's Exhibit List and Exchange of Exhibits


- 12/16/2016  Defendants Requested Jury Instructions


- 12/16/2016  Jury Instructions Filed
Amended Defendant's Proposed Jury Instructions


- 12/16/2016  Miscellaneous
Plaintiff's Statement of Claims


- 12/16/2016  Exhibit List/Log
Plaintiff's

- 12/16/2016  Jury Instructions Filed
Plaintiff's


- 12/16/2016  Miscellaneous
Special Verdict form

- 12/21/2016  Objection
to Defendant's Proposed Trial Exhibits


- 12/21/2016  Objection
to Plaintiff's Proposed Exhibits - Defendant's

- 01/10/2017  **Jury Trial (8:30 AM) (Judicial Officer: Stoker, Randy J.)**
01/10/2017-01/13/2017

- 01/11/2017 DC Hearing Held: Court Reporter: # of Pages:
Tbarksdale


- 01/11/2017  Court Minutes

- 01/11/2017 Jury Trial Started


- 01/11/2017  Preliminary Jury Instructions

CASE SUMMARY


CASE NO. CV-2013-2706


- 01/11/2017  Miscellaneous
Safaris Unlimited v. Jones Statement of Claims


- 01/12/2017 DC Hearing Held: Court Reporter: # of Pages:
TBarksdale


- 01/12/2017  Court Minutes


- 01/13/2017 DC Hearing Held: Court Reporter: # of Pages:
TBarksdale


- 01/13/2017  Court Minutes


- 01/13/2017  Verdict form
Special Verdict (in favor of plaintiff)


- 01/13/2017  Miscellaneous
Post Deliberation Instruction


- 01/13/2017  Final Jury Instructions


- 01/13/2017  Witness List
Jury Trial Witness List


- 01/13/2017  Jury Packet
Jury Trial Work Product Documentation- Misc Documents


- 01/16/2017  Judgment


- 01/20/2017  Exhibit List/Log
1-11 through 1-13 Jury Trial Exhibit Log


- 01/23/2017  Motion
to Alter or Amend Judgment

- 01/25/2017  Memorandum of Costs & Attorney Fees


- 01/25/2017  Affidavit
in Support of Memorandum of Attorney's Fees and Costs

- 02/08/2017  Objection
to Plaintiff's Memorandum of Attorney's Fees and Costs

- 02/10/2017  Notice of Hearing














- 02/24/2017  Notice of Appeal

- 03/03/2017 Appeal Filed in Supreme Court

- 03/08/2017  Clerk's Certificate of Appeal

TWIN FALLS COUNTY DISTRICT COURT

CASE SUMMARY
CASE NO. CV-2013-2706

03/29/2017	 Supreme Court Document Filed-Misc <i>Notice of Appeal - Transcript Requested Entered Order Augmenting Prior Appeal No. 42614</i> <i>**Set Due Date Transcripts (Reporter's Lodging Date is 6-02-2017) and Clerk's Record Due 07-07-2017**</i>
03/29/2017	 Supreme Court Document Filed-Misc <i>Order Augmenting Appeal</i>
04/17/2017	 Motion for Attorney Fees and Costs (10:00 AM) (Judicial Officer: Stoker, Randy J.)
04/17/2017	DC Hearing Held: Court Reporter: # of Pages: <i>Tbarksdale</i>
04/17/2017	 Court Minutes
04/17/2017	 Order <i>Order Granting Motion to Alter or Amend Judgment and Awarding Atty Fees & Costs</i>
04/17/2017	 Judgment <i>Amended Judgment</i>
04/17/2017	Amended Final Judgment (Judicial Officer: Stoker, Randy J.) Monetary/Property Award In Favor Of: Safaris Unlimited, LLC, A Georgia Limited Liabilit Against: Von Jones, Mike Entered Date: 01/17/2017 Current Judgment Status: Status: Active Status Date: 04/17/2017 Monetary Award: Amount: \$1,222,984.82
04/28/2017	 Affidavit in Support of Writ of Execution
04/28/2017	 Writ Issued <i>Twin Falls County</i>
04/28/2017	 Writ Issued <i>Jerome County</i>
05/01/2017	 Affidavit <i>for Writ of Execution</i>
05/01/2017	 Writ Issued <i>- Bonneville County</i>
05/22/2017	 Sheriff's Return <i>Wells Fargo Bank, 05/03/2017</i>
05/22/2017	 Writ Returned <i>TF county</i>

DATE

FINANCIAL INFORMATION

Defendant Von Jones, Mike

CASE SUMMARY

CASE NO. CV-2013-2706

Total Charges	196.25
Total Payments and Credits	196.25
Balance Due as of 6/1/2017	0.00
Defendant Von Jones, Mike	
Total Charges	265.00
Total Payments and Credits	265.00
Balance Due as of 6/1/2017	0.00
Other Party Unknown Payor	
Total Charges	10.00
Total Payments and Credits	10.00
Balance Due as of 6/1/2017	0.00
Plaintiff Safaris Unlimited, LLC, A Georgia Limited Liabilit	
Total Charges	320.00
Total Payments and Credits	320.00
Balance Due as of 6/1/2017	0.00

John O. Fitzgerald, II (ISB# 4211)
David W. Gadd (ISB# 7605)
Louis V. Spiker (ISB# 8281)
WORST, FITZGERALD & STOVER, PLLC
905 Shoshone St. N.
P.O. Box 1428
Twin Falls, Idaho 83303-1428
Telephone: (208) 736-9900
Facsimile: (208) 736-9929
dwg@magicvalleylaw.com

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC, a Georgia
limited liability company,

Plaintiff,

vs.

MIKE VON JONES,

Defendant.

Case No. CV-2013-2706

FIRST AMENDED COMPLAINT

COMES NOW the above-named Plaintiff, Safaris Unlimited, LLC, by and through its attorneys, Worst, Fitzgerald & Stover, PLLC, and for a cause of action against Defendant, above-named, complains and alleges as follows:

PARTIES AND JURISDICTION

1. At all times herein mentioned, Plaintiff, Safaris Unlimited, LLC (“Safaris Unlimited”), was and presently is a Georgia limited liability company in good standing.
2. Defendant Mike Von Jones (“Jones”) is a resident of Twin Falls County, Idaho.
3. This cause of action seeks damages in excess of \$10,000, the minimum jurisdictional amount of this court.

4. Venue in the Fifth Judicial District in and for the county of Twin Falls, state of Idaho, and the jurisdiction of this Court are proper pursuant to Idaho Code §§ 5-404 and 5-414.

FACTS COMMON TO ALL COUNTS

5. Safaris Unlimited realleges by reference each and every allegation contained in the above paragraphs and incorporates the same as if fully set forth herein.

6. Safaris Unlimited is engaged in the business of booking and coordinating African safaris.

7. HHK Safaris (Pvt) Ltd (“HHK”), a private limited corporation formed under the laws of the nation of Zimbabwe, operates a business that has the capability of implementing and conducting African safaris, specifically within the nation of Zimbabwe.

8. Safaris Unlimited and HHK are related by common ownership and/or are affiliated by corporate control.

9. Pursuant to agreement, Safaris Unlimited engaged HHK as an independent contractor, whereby HHK would provide, among other services, transportation, lodging, meals, professional hunters, and guides for customers of Safaris Unlimited.

10. HHK does not provide the aforementioned services on its own behalf to United States residents, but provides said services to such persons only as an independent contractor of Safaris Unlimited.

11. In approximately October 2012, Jones contacted Graham Hingeston (“Hingeston”), an owner of HHK, for the purpose of inquiring regarding the availability of a professionally guided big game hunt in Zimbabwe in November 2012.

12. Hingeston corresponded with Jones concerning the booking of a hunt, as requested by Jones, for November 2012.

13. As a result of said communications, Jones booked and participated in a big game hunt in Zimbabwe from approximately November 22, 2012, through December 1, 2012 (the “2012 Hunt”).

14. Pursuant to its agreement with Safaris Unlimited, HHK provided Jones with certain big game hunt services, including, without limitation, transportation, lodging, meals, professional hunters, and guides, in connection with the 2012 Hunt, all of which were at Jones’s request and which Jones actually received and appreciated.

15. At the close of the 2012 Hunt, Jones was presented with an Invoice from Safaris Unlimited for services rendered in connection with the 2012 Hunt, which Jones signed. A true and correct copy of said Invoice is attached hereto as **Exhibit “A.”**

16. On or about December 6, 2012, Safaris Unlimited invoiced Jones for the amount then due and owing for the 2012 Hunt, which amount totaled \$26,040.00. A true and correct copy of said invoice is attached hereto as **Exhibit “B.”**

17. Jones has failed, neglected, and refused to pay any portion of the invoiced amount.

18. On or about May 1, 2013, Safaris Unlimited, through its attorney, sent a letter by certified mail and regular mail to Jones, demanding that Jones make payment in full within fourteen (14) days. A true and correct copy of said letter is attached hereto as **Exhibit “C.”**

19. Notwithstanding, Jones continues to fail, neglect, and refuse to tender payment in full to Safaris Unlimited, and Safaris Unlimited has received no payment toward the invoiced amount, which is past due and remains owing.

20. Pursuant to Idaho Code § 28-22-104, interest at the rate of twelve percent (12%) per annum has accrued and is continuing to accrue on the principal amount due and owing to Safaris Unlimited by Jones. Thus, interest in the amount of \$7,242.69 has accrued on the

principal amount of \$26,040.00 through August 24, 2015, and interest continues to accrue at the rate of \$8.56 per day.

**COUNT I
BREACH OF CONTRACT**

21. Safaris Unlimited realleges by reference each and every allegation contained in the above paragraphs and incorporates the same as if fully set forth herein.

22. As HHK does not provide big game hunting services to United States residents except in conjunction with Safaris Unlimited, Hingeston correspondence with Jones was in his capacity as an agent for Safaris Unlimited. Accordingly, Jones and Safaris Unlimited, through its agent Hingeston, entered into a contract relative to the 2012 Hunt.

23. In the alternative, HHK entered into a contract with Jones, whereby HHK agreed to provide safari services to Jones in consideration of Jones's agreement to pay Safaris Unlimited for said services. Pursuant to said contact, Jones is required to pay Safaris Unlimited, and Safaris Unlimited is entitled to receive, payment for all services rendered by HHK relative to the 2012 Hunt.

24. As all of the clients to whom HHK provides big game hunting services are required to pay Safaris Unlimited for those services, HHK entered into a contract with Jones to which Safaris Unlimited was a third-party beneficiary. Pursuant to said contact, Jones is required to pay Safaris Unlimited, and Safaris Unlimited is entitled to receive, payment for all services rendered by HHK relative to the 2012 Hunt.

25. In the alternative, if the Court determines that there existed a contract between HHK and Jones, directly, and that Safaris Unlimited was not a party to or a third-party beneficiary of such contract, then HHK has assigned any and all right to receive payment from

Jones for said services to Safaris Unlimited, such that Jones is obligated and required to pay Safaris Unlimited for services that HHK rendered in connection with the 2012 Hunt.

26. The facts set forth in each of the alternatives described in paragraphs 21, 22 and 23, above, constitute an express contract between Jones and either HHK or Safaris Unlimited, pursuant to which Jones is obligated to pay Safaris Unlimited the sum of \$26,040.00 for services rendered in connection with the 2012 Hunt.

27. Safaris Unlimited and/or HHK substantially performed their duties and obligations under the contract.

28. In the alternative, HHK and/or Safaris Unlimited and Jones entered into either a contract implied in fact or a contract implied in law. In the event this Court determines that such implied contract was between HHK and Jones, HHK has assigned any and all right to receive payment from Jones for said services to Safaris Unlimited, such that Jones is obligated and required to pay Safaris Unlimited for services rendered in connection with the 2012 Hunt. Accordingly, Jones is obligated under an implied contract to pay Safaris Unlimited the sum of \$26,040.00 for services rendered in connection with the 2012 Hunt.

29. Jones's failure, refusal, and neglect to make payment in full to Safaris Unlimited constitutes a material breach of contract, which breach has caused Safaris Unlimited to suffer damages in the principal amount of \$26,040.00, plus interest through August 25, 2015, in the amount of \$7,251.25, and interest at the rate of \$8.56 per day thereafter, through the date judgment is entered.

COUNT II ATTORNEY FEES

30. Safaris Unlimited realleges by reference each and every allegation contained in the above paragraphs and incorporates the same as if fully set forth herein.

31. Safaris Unlimited has been required to retain the services of the law firm of Worst, Fitzgerald, & Stover, PLLC, to bring this action, and it is entitled to recover its reasonable attorney fees and costs against Jones pursuant to the Idaho Code, including but not limited to §§ 12-120 and 12-121.

WHEREFORE, Safaris Unlimited prays for judgment, order and decree against Jones as follows:

1. That Safaris Unlimited herein be granted judgment against Jones in the amount of \$26,040.00, plus interest through August 25, 2015, in the amount of \$7,251.25, and interest at the rate of \$8.56 per day from June 14, 2013, through the date judgment is entered;

2. That Safaris Unlimited herein be granted judgment against Jones awarding Safaris Unlimited reasonable attorney fees and costs incurred herein, which, in the event that this matter is not contested by Jones and default is entered, should be \$5,000.00;

3. That Safaris Unlimited be awarded interest on the Judgment as allowed by Idaho Code from the date thereof until fully paid; and

4. For such other and further relief as the Court deems just and equitable.

DATED this 11th day of April, 2016.

WORST, FITZGERALD & STOVER, PLLC

By: /s/ David W. Gadd
David W. Gadd
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of April, 2016, I caused a true and correct copy of the foregoing instrument to be served by the method indicated below, and addressed to the following:

Michael Von Jones
807 Greenwood Circle
Twin Falls, ID 83301
Pro Se Defendant

- U.S. Mail
- Facsimile
- Hand Delivered
- E-mail
- Electronic Court Filing

/s/ David W. Gadd
David W. Gadd

EXHIBIT "A"



SAFARIS UNLIMITED, LLC

125-C North Broad Street
 Suite 313
 Thomasville, GA 31792
 (229) 226-5717
 safarisunlimited@prose.net

INVOICE

CLIENT NAME		Michael Von Jones		PH NAME		Derek Adams	
Area		Dande South		FRM	22/11/2012	to	1/12/2012
Hunt Type		Ele/buff/ggame					
DAILY RATES		DAYS	RATE		TOTAL		
Hunter	Michael von Jones	10	\$750.00	\$	7,500.00		
Observer			\$200.00	\$	-		
TOTAL DAILY RATES :				\$	7,500.00		
2% GOVERNMENT LEVY ON DAILY RATES:				\$	150.00		
GRAND TOTAL OF DAILY RATES				\$	7,650.00		
TROPHY FEES							
Species	Trophy Fee (USD)	#	TOTAL	Species	Trophy Fee (USD)	#	TOTAL
Antelope	20			Elephant - Male	2,500.00	1	\$2,500.00
Antelope (M)	2,750.00	1	\$2,750.00	Elephant	4,000.00		
Antelope (F)	1,150.00			Lion Male	15,000.00		
Bushbuck	1000			Leopard	4,000.00		
Bushpig	250			Hyena	2,000.00		
Cassia	900			Porcupine	200		
Chital	2,500.00			Reedbuck	750		
Claw Cat	500			Sable (M)	4,250.00		
Crocodile	3,500.00			Sandgrouse	1.5		
Dove	1.5			Scrub Cat	500		
Duker	200			Stoat	450		
Elk (M)	1,300.00			Taitebat	750		
Elephant Bull 40lbs	12,000.00	1	\$12,000.00	Warhog	450		
Elephant Bull 50-60lbs	14,000.00			Waterbuck	1,500.00		
Elephant Bull 60-80lbs	15,000.00			Wildcat	300		
Elephant Bull 70lbs	17,000.00			Wildweasel	750		
				Zebra	300		
Sub Total \$			\$17,500.00	Sub Total \$			\$2,500.00
TROPHY FEES - TOTAL OF SUBTOTALS :					\$	17,500.00	
2% GOVERNMENT LEVY ON TROPHY FEES :					\$	350.00	
GRAND TOTAL OF TROPHY FEES :					\$	17,850.00	
INCIDENTALS							
Dip & Pack - 1-2 trophies: \$350, 3-10 trophies: \$600, 10+ trophies: \$600					\$	1,350.00	
Zimbabwe CITES Tags Leopard/Elephant bull/Crocodile - \$100 each					\$	100.00	
Miscellaneous 3% credit card charge on deposit					\$	NIL	
TRANSFER Other(specify) Parks TR2 processing & entry fees TAKEN					\$	200.00	
TOTAL INCIDENTALS:					\$	1,650.00	
TOTALS							
DAILY RATES:					\$	7,650.00	
TROPHY FEES:					\$	17,850.00	
INCIDENTALS:					\$	1,650.00	
GRAND TOTAL DUE:					\$	26,240.00	
LESS DEPOSIT PAID:					\$	NIL	
BALANCE DUE :					\$	26,240.00	

SIGN M. VON JONES *[Signature]* TOTAL \$26,240

EXHIBIT "B"

Safaris Unlimited, LLC

125-C North Broad Street
Suite 313
Thomasville, GA 31792

Phone: 229-226-5717

Fax: 229-226-4137

E-mail: safarisunlimited@rose.net

Invoice

Date	Invoice #
12/6/2012	2268

Bill To
Mike Von Jones

Hunt Dates	Hunt Year	Professional Hunter	Camp
Nov 22-Dec 1	2012	Derek Adams	Dande South

Quantity	Description	Rate	Amount
10	Elephant, Buffalo, and Plains Game	750.00	7,500.00
	Subtotal		7,500.00
	Government Levy on Daily Rates	2.00%	150.00
1	Buffalo Trophy Fee	2,750.00	2,750.00
1	Elephant up to 49 lbs Trophy Fee	12,000.00	12,000.00
1	Tuskless Elephant	2,500.00	2,500.00
	Subtotal		17,250.00
	Government Levy on Trophy Fees	4.00%	690.00
1	Dip and Pack of 1-2 Trophies	350.00	350.00
1	Zimbabwe CITES permit tag for export of Elephant from Zimbabwe	100.00	100.00
1	Road Transfer Fee	200.00	200.00
		Total	\$26,240.00
		Payments/Credits	\$-200.00
		Balance Due	\$26,040.00

Please make checks payable to: Safaris Unlimited

EXHIBIT "C"

WORST, FITZGERALD & STOVER, P.L.L.C.

P.O. Box 1428
905 Shoshone St. N.
Twin Falls, ID 83303-1428

Phone: (208) 736-9900
Fax: (208) 736-9929
E-mail: wfs@magicvalleylaw.com

**RICHARD J. "TUG" WORST
JOHN O. FITZGERALD, II
TIMOTHY J. STOVER
DAVID W. GADD
KARA M. GLECKLER
LOUIS V. SPIKER
ZACHARY J. THOMPSON**
Attorneys At Law

May 1, 2013

*Via Certified Mail 7010 2780 0002 6671 2081
and U.S. First Class Mail*

Mike Von Jones
807 Greenwood Circle
Twin Falls, ID 83301

Re: **Safaris Unlimited, LLC
Invoice Number 2268
Zimbabwe Big Game Hunt November 22, 2012 - December 1, 2012**

Dear Mr. Von Jones:

This firm has been engaged to pursue collection of the amounts owed by you to Safaris Unlimited, LLC ("Safaris Unlimited") for services rendered to you in connection with the above referenced hunt. As of the date of this letter, the total amount due and owing to Safaris Unlimited is \$26,040.00. For your information and reference, I am enclosing Invoice Number 2268 dated December 6, 2012, evidencing the amounts due and owing by you to Safaris Unlimited.

You are hereby demanded to make payment of \$26,040.00 to this office by May 15, 2013. If payment in full has not been received by that date, Safaris Unlimited has authorized me to take any and all further steps necessary to collect the amounts due and owing to it. Such action will include the initiation of lawsuit against you. Please be advised that in the event litigation is necessary, in addition to the amount due and owing to Safaris Unlimited, we will seek compensation for the further attorney fees and related costs incurred pursuant to and as permitted under Idaho or other applicable law.

Unless you dispute the validity or any portion of this debt within thirty (30) days, it will be assumed to be valid. If you notify us, in writing, within thirty (30) days that this debt is disputed, we will obtain verification of the debt and mail it to you. Upon your written request within thirty (30) days, we will provide you with the name and address of the original creditor, if different from the current creditor.

Mike Von Jones
May 1, 2013
Page 2

Please give this matter your immediate attention in order to avoid the necessity of resorting to litigation.

*This is an attempt to collect a debt.
Any information received regarding this matter may be used for such purposes.*

Sincerely yours,



DAVID W. GADD

:clh
Enclosure
cc: Client

7010 2760 0002 6671 2061

U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	

Sent To: **Mike Von Jones**
Street, Apt. or PO Box: **807 Greenwood Circle**
City, State, ZIP+4: **Twin Falls, ID 83301**

PS Form 3800, August 2006 See Reverse for Instructions

MIKE VON JONES
807 Greenwood Circle
Twin Falls, ID 83301
(208) 320 4058

DISTRICT COURT
TWIN FALLS CO. IDAHO
FILED

2016 MAY -2 AM 9:23

BY _____ CLERK
[Signature] DEPUTY

Pro se

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

* * *

SAFARIS UNLIMITED, LLC, a)	Case No. CV-2013-2706
Georgia Limited Liability Co,))	
Plaintiff,)	
v.)	ANSWER AND JURY TRIAL
MIKE VON JONES,)	DEMAND
Defendant.)	

* * *

COMES NOW the Defendant and answer Plaintiff's First Amended Complaint as follows:

1. Defendant incorporates, as part of this answer, all of the allegations, affirmative defenses and denials as set forth in defendant's original answer which was filed in response to the original complaint.

2. In regard to the First Amended Complaint, defendant denies all allegations of Plaintiff's First Amended Complaint which are not specifically admitted herein.

2. Defendant admits the allegations contained in paragraphs 2 and 3 of the First Amended Complaint.

As and for affirmative defenses defendant alleges as

ANSWER

-1-

follows:

3. Plaintiff does not have legal standing to pursue this matter.

4. Plaintiff has not properly complied with Idaho law in regard to seeking to effectuate collection of the alleged debt.

5. In the event there is any amount owing in this matter, there are offsets based on the allegations contained in the original answer.

6. Any claims presented in this matter are barred by the Statutes of Limitation.

7. Defendant requests leave to amend this answer after hiring an attorney to deal with this matter.

WHEREFORE, Defendant prays judgment as follows:

1. That Plaintiff's First Amended Complaint be dismissed and that Plaintiff take nothing thereby;.

2. For costs of suit and attorney fees;

3. For such other and further relief as the court deems just and equitable.

DATED This 2nd day of May, 2007.


MIKE VON JONES

DEFENDANT DEMANDS TRIAL BY JURY

CERTIFICATE OF SERVICE

I hereby certify that on the 24 day of May, 2016, I had the foregoing served by depositing true copies thereof in the method indicated below, and addressed to the following:

David Gadd
P.O. Box 1428
Twin Falls, ID 83303-1428

U.S. Mail, Postage Prepaid
 Hand Delivered
 Overnight Mail
 Fax

Mike Von Jones
MIKE VON JONES

Theodore R. Larsen
IDAHO STATE BAR NO. 8193
WILLIAMS, MESERVY & LOTH SPEICH, LLP
Attorneys at Law
153 East Main Street
P. O. Box 168
Jerome, Idaho 83338
Telephone: (208) 324-2303
Facsimile: (208) 324-3135
Attorney for Defendant

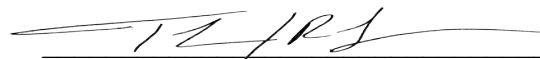
IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

<p>SAFARIS UNLIMITED, a Georgia limited liability company,</p> <p>Plaintiff,</p> <p>vs.</p> <p>MIKE VON JONES,</p> <p>Defendant.</p>	<p>Case No. CV-2013-2706</p> <p>DEFENDANT'S PROPOSED JURY INSTRUCTIONS</p>
--	---

COMES NOW the Defendant, Mike von Jones, by and through his undersigned attorney of record, Theodore R. Larsen of the law firm Williams, Meservy & Lothspeich, LLP, and gives notice that in addition to the Stock Jury Instructions provided to counsel on November 10, 2016, Defendant proposes to submit the additional jury instructions in the forms attached hereto.

DATED this 16th day of December, 2016.

WILLIAMS, MESERVY & LOTH SPEICH, LLP



THEODORE R. LARSEN
Attorney for Defendant

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 16th day of December, 2016, I caused to be served the foregoing document as follows:

David W. Gadd WORST, FITZGERALD & STOVER, PLLC 905 Shoshone Street North Post Office Box 1428 Twin Falls, Idaho 83303-1428	<input type="checkbox"/> Via US Mail, Postage Paid <input type="checkbox"/> Via Facsimile – <u>(208) 736-9929</u> <input type="checkbox"/> Hand-Delivered - Court Folder <input type="checkbox"/> Electronic mail: dwg@magicvalleylaw.com
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THEODORE R. LARSEN

Theodore R. Larsen
IDAHO STATE BAR NO. 8193
WILLIAMS, MESERVY & LOTHSPEICH, LLP
Attorneys at Law
153 East Main Street
P. O. Box 168
Jerome, Idaho 83338
Telephone: (208) 324-2303
Facsimile: (208) 324-3135
Attorney for Defendant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, a Georgia limited
liability company,

Plaintiff,

vs.

MIKE VON JONES,

Defendant.

Case No. CV-2013-2706

**AMENDED
DEFENDANT'S PROPOSED
JURY INSTRUCTIONS**

COMES NOW the Defendant, Mike von Jones, by and through his undersigned attorney of record, Theodore R. Larsen of the law firm Williams, Meservy & Lothspeich, LLP, and gives notice that in addition to the Stock Jury Instructions provided to counsel on November 10, 2016, Defendant proposes to submit the additional jury instructions in the forms attached hereto.

DATED this 16th day of December, 2016.

WILLIAMS, MESERVY & LOTHSPEICH, LLP



THEODORE R. LARSEN
Attorney for Defendant

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 16th day of December, 2016, I caused to be served the foregoing document as follows:

David W. Gadd WORST, FITZGERALD & STOVER, PLLC 905 Shoshone Street North Post Office Box 1428 Twin Falls, Idaho 83303-1428	<input type="checkbox"/> Via US Mail, Postage Paid <input type="checkbox"/> Via Facsimile – <u>(208) 736-9929</u> <input type="checkbox"/> Hand-Delivered - Court Folder <input checked="" type="checkbox"/> Electronic mail: <u>dwg@magicvalleylaw.com</u>
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THEODORE R. LARSEN

INSTRUCTION __

THIRD PARTY BENEFICIARY: A contract made expressly for the benefit of a third person, may be enforced by him at any time before the parties thereto rescind it. I.C. 29-102. In order to find that Plaintiff was a “third-party beneficiary,” you must find the following:

1. There was an express agreement created between HHK and Defendant, Mike Jones;
2. The express agreement between HHK and Defendant, Mike Jones, reflected an intent to benefit the third party;
3. The Plaintiff, Safaris Unlimited, has shown that the contract between HHK and Mike Jones was made primarily for the benefit of Safari’s Unlimited; it is not sufficient that the third party is a mere incidental beneficiary to the contract;
4. The intent to benefit Safaris Unlimited was expressed in the contract between HHK and Defendant, Mike Jones.

Comments:

Partout v. Harper, 145 Idaho 683, 687, 183 P.3d 771, 775 (2008):

When a contract is made expressly for the benefit of a third person, the contract may be enforced by the third person at any time before the parties to the contract rescind it. *Blickenstaff v. Clegg*, 140 Idaho 572, 579, 97 P.3d 439, 446 (2004); I.C. § 29-102. The test for determining a party’s status as a third-party beneficiary . . . is whether the agreement reflects an intent to benefit the third party. *Idaho Power Co. v. Hulet*, 140 Idaho 110, 112, 90 P.3d 335, 337 (2004). The third party must show the contract was made primarily for his benefit; it is not sufficient that the third party is a mere incidental beneficiary to the contract. *Id.* (quoting *Adkinson Corp. v. Am. Bldg. Co.*, 107 Idaho 406, 409, 690 P.2d 341, 344 (1984)); *Fenwick v. Idaho Dep’t of Lands*, 144 Idaho 318, 323, 160 P.3d 757, 762 (2007) (quoting *Dawson v. Eldredge*, 84 Idaho 331, 337, 372 P.2d 414, 418 (1962) (quoting *Sachs v. Ohio Nat’l Life Ins. Co.*, 148 F.2d 128, 131 (7th Cir. 1945))). The intent to benefit the third party must be expressed in the contract itself. *Idaho Power Co.*, 140 Idaho at 112, 90 P.3d at 337 (quoting *Adkinson Corp.*, 107 Idaho at 409, 690 P.2d at 344;) *Fenwick*, 144 Idaho at 323, 160 P.3d at 762 (quoting *Adkinson Corp.*, 107 Idaho at 409, 690 P.2d at 344).

INSTRUCTION __

ASSIGNMENT: An assignment is valid only if the debtor was given notice of the assignment. In order for the Plaintiff to prevail on its theory of assignment, you must find:

- 1) HHK and Jones formed a valid agreement;
- 2) HHK actually assigned its rights under its agreement with Jones to Safaris Unlimited; and
- 3) HHK provided notice to Jones that it was assigning its rights under its agreement with Jones to Safaris Unlimited.

Comments:

6 Am. Jur. 2d Assignments § 104

INSTRUCTION NO. _____

In an agency relationship, the principal has the right to control the agent's manner and method of work, whether that right is exercised or not. Where, however, the principal has engaged a contractor for a specific job, result or objective, and the principal does not retain any right to control the manner or method of work, the relation is not an agency but is that of independent contractor. An independent contractor is not an agent. The acts [or omissions] of an independent contractor are not the acts [or omissions] of the principal.

Comments:

But see: Harpole v. State, 131 Idaho 437, 958 P.2d 594 (1998); Fagunes v. State, 116 Idaho 173, 774 P.2d 343 (Ct. App. 1989); Peone v. Regulous Stud Mills, Inc., 113 Idaho 374, 744 P.2d 102 (1987) for discussion of exceptions to this rule, including the "peculiar risk doctrine."

IDJI 6.40.6 – Agent or independent contractor

John O. Fitzgerald, II (ISB #4211)
David W. Gadd (ISB #7605)
WORST, FITZGERALD & STOVER, PLLC
905 Shoshone St. N.
P.O. Box 1428
Twin Falls, Idaho 83303-1428
Telephone: (208) 736-9900
Facsimile: (208) 736-9929
dwg@magicvalleylaw.com
Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC, a Georgia
limited liability company,

Plaintiff,

vs.

MIKE VON JONES,

Defendant.

Case No. CV-2013-2706

**PLAINTIFF'S REQUESTED JURY
INSTRUCTIONS**

COMES NOW the Plaintiff, by and through its attorneys of record, WORST, FITZGERALD & STOVER, PLLC, pursuant to the Court's Civil Pretrial Order dated August 24, 2016, Pretrial Order dated November 9, 2016, and I.R.C.P. 51, and hereby submits the attached requested jury instructions for the trial of the above-entitled matter scheduled to commence on January 10, 2017.

Plaintiff reserves the right to modify or submit further jury instructions prior to the close of trial.

DATED this 16th day of December, 2016.

WORST, FITZGERALD & STOVER, PLLC

By: /s/ David W. Gadd

David W. Gadd
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of December, 2016, I caused a true and correct copy of the foregoing PLAINTIFF’S REQUESTED JURY INSTRUCTIONS to be served by the method indicated below, and addressed to the following:

Theodore R. Larsen
Williams, Meservy & Lothspeich, LLP
153 E. Main St.
P.O. Box 168
Jerome, ID 83338
Attorney for Defendant

- U.S. Mail
- Facsimile: (208) 324-3135
- E-mail: *trlarsen@wmlattys.com*
- Electronic Court Filing

/s/ David W. Gadd
David W. Gadd

INSTRUCTION NO. ____

Safaris Unlimited, LLC is entitled to the same fair and unprejudiced treatment that an individual would be under like circumstances. You should decide this case with the same impartiality that you would use in deciding a case between individuals.

IDJI 1.02 – Corporate parties (modified)

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

A contract is an agreement between two or more parties to do or not do something that is supported by consideration. Consideration is the benefit given or agreed to be given by one party in exchange for the other party's performance or promise to perform.

IDJI 6.01.1 – Elements of contract – introductory (modified)

IDJI 6.04.1 – Consideration (modified)

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

A contract may be written or oral, or may contain both written terms and oral terms. So long as all the required elements are present, it makes no difference whether the agreement is in writing. An oral agreement that contains all of the elements of a contract is a binding contract.

IDJI 6.06.1 – Contract may be written or oral

IDJI 6.06.5 – Oral contracts are binding

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

A contract, made expressly for the benefit of a third person, may be enforced by that person at any time before the parties to the contract rescind it. The agreement must reflect an intent to directly benefit the third party, but it is not necessary that the third person be the only person that benefits from the contract.

Idaho Code § 29-102; *De Groot v. Standley Trenching, Inc.*, 157 Idaho 557, 562, 338 P.3d 536, 541 (2014).

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

An assignment is a contract that transfers rights or property from one person to another. Specific to this case, Safaris Unlimited has alleged that HHK Safaris assigned to Safaris Unlimited all of HHK Safaris' right, if any, to receive payment from Mr. Jones for the 2012 safari.

If you find that Safaris Unlimited has proven the existence of an assignment of HHK Safaris' rights relative to the 2012 safari, you must determine what rights were assigned to Safaris Unlimited. This determination should be based upon the intentions of Safaris Unlimited and HHK Safaris, as demonstrated by the evidence.

With respect to the rights that you determine have been assigned to Safaris Unlimited, Safaris Unlimited is entitled to enforce those rights the same as HHK Safaris would be able to if HHK Safaris was the plaintiff in this case.

First State Bank of Eldorado v. Rowe, 142 Idaho 608, 612, 130 P.3d 1146, 1150 (2006); *Purco Fleet Servs., Inc. v. Idaho State Dep't of Fin.*, 140 Idaho 121, 126, 90 P.3d 346, 351 (2004).

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

An implied-in-fact contract is a contract where the terms and existence of the contract are demonstrated by the conduct of the parties, with the request of one party and the performance by the other often being inferred from the circumstances attending the performance. To find an implied-in-fact contract, the facts must be such that the intent of the parties to make a contract can be inferred from their conduct. An implied-in-fact contract is given the same legal effect as any other contract.

To establish an implied-in-fact contract, the plaintiff has the burden of proof on each of the following propositions:

1. The circumstances imply a request by the defendant for performance by plaintiff;
and
2. The circumstances imply a promise by the defendant to compensate the plaintiff for such performance; and
3. The plaintiff performed as requested.

IDJI 6.07.1 – Equitable theories – implied in facts contract

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

Even if you find that there is no agreement between the parties, under certain circumstances where a party has been unjustly enriched by the actions of another the law will require that party to compensate the other for the unjust gain. To recover under this theory, the plaintiff has the burden of proving each of the following:

1. The plaintiff provided a benefit to the defendant;
2. The defendant accepted the benefit; and
3. Under the circumstances, it would be unjust for the defendant to retain the benefit

without compensating the plaintiff for its value.

IDJI 6.07.2 - Unjust enrichment – equitable theories (modified)

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

For a breach of contract claim, the plaintiff has the burden of proving each of the following propositions:

1. A contract, either express or implied-in-fact, existed between plaintiff and defendant;
2. The defendant breached the contract;
3. The plaintiff has been damaged on account of the breach; and
4. The amount of the damages.

If you find from your consideration of all the evidence that each of the propositions required of the plaintiff has been proved, then you must consider the issue of the affirmative defenses raised by the defendant, and explained in the next instruction. If you find from your consideration of all the evidence that any of the propositions in this instruction has not been proved, your verdict should be for the defendant.

IDJI 6.10.1 – Breach of bilateral contract – general case – no affirmative defenses

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. _____

In this case the defendant has asserted certain affirmative defenses. The defendant has the burden of proof on each of the affirmative defenses asserted.

With regard to the 2010 hunt only, the defendant asserts that he was charged \$12,000 for the elephant that he took, when he should have been charged \$3,500. The defendant asserts that he is entitled to offset the \$8,500 difference against the charges for the 2012 hunt. If you find that the defendant was incorrectly charged and overpaid for the elephant that he took during the 2010 hunt, then you should reduce the amount of the plaintiff's damages by the difference between the amount that the defendant was actually charged and the amount that he should have been charged for the elephant.

With regard to both the 2010 hunt and the 2012 hunt, the defendant asserts that the plaintiff converted the elephant tusks from the elephants that the defendant took during those hunts. To prove conversion, the defendant must prove each of the following propositions:

1. The plaintiff wrongfully kept the defendant's elephant tusks without a right to do so; and
2. The fair market value of the elephant tusks.

If you find from your consideration of all the evidence that each of the propositions required to establish conversion has been proved, then you should reduce the amount of the plaintiff's damages by the amount of the defendant's damages. If you find from your consideration of all the evidence that any of the propositions has not been proved, then the defendant has not proved the affirmative defense in this case.

With regard to the 2012 hunt only, the defendant asserts that Safaris Unlimited or HHK Safaris materially breached its contract with him. To prove material breach of contract, the defendant must prove each of the following propositions:

1. Safaris Unlimited or HHK Safaris understood and agreed to provide a particular environment for Mike Von Jones at camp; and
2. Safaris Unlimited or HHK Safaris failed to provide the particular environment promised; and
3. The failure of Safaris Unlimited or HHK Safaris was a material breach of the contract with Mike Von Jones; and
4. The amount of money that will reasonable and fairly compensate Mike Von Jones for the material breach of contract.

If you find from your consideration of all the evidence that each of the propositions required to establish defendant's defense of material breach of contract has been proved, then you should reduce the amount of the plaintiff's damages by the amount of the defendant's damages. If you find from your consideration of all the evidence that any of the propositions has not been proved, then the defendant has not proved the affirmative defense in this case.

IDJI 6.10.4 – General contract – affirmative defenses (modified)

IDJI 4.50 – Conversion – issues (modified)

IDJI 9.11 – Property damages – conversion (modified)

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

A “material breach of contract,” as that term is used in these instructions, means a breach that defeats a fundamental purpose of the contract.

IDJI 6.11 – Material breach

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

When I use the term “value” or the phrase “fair market value” or “actual cash value” in these instructions as to any item of property, I mean the amount of money that a willing buyer would pay and a willing seller would accept for the item in question in an open marketplace, in the item’s condition as it existed immediately prior to the occurrence in question.

IDJI 9.12 – “Value” or “fair market value” defined

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

If you find that the defendant unreasonably prevented or substantially hindered the plaintiff's performance of the contract, then the plaintiff is excused from such performance.

IDJI 6.14.3 - Affirmative defense - prevention of performance (modified)

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

Under Idaho law, a person is entitled to interest on money owed after such money becomes due. Absent a written agreement specifying a different rate of interest, interest accrues at the rate of twelve percent (12%) per year.

Idaho Code § 28-22-104

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

Under federal law, the ivory from an African elephant hunting trophy may be used for noncommercial purposes, but may not be sold or offered for sale in interstate or foreign commerce or otherwise used in a manner that is reasonably likely to result in economic gain or profit.

50 CFR §§ 17.40, 23.5, 23.55; CITES Appendix II

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. ____

If the jury decides Safaris Unlimited is entitled to recover from Mike Von Jones, the jury must determine the amount of money that will reasonable and fairly compensate Safaris Unlimited for any of the following elements of damages proved by the evidence to have resulted from Mr. Jones's breach of contract:

1. Principal amount owed for the 2012 safari and related trophies; and
2. Interest, computed at rate of 12% per year, on the principal amount owed for the 2012 safari and related trophies.

Whether any of these elements of damage has been proved is for you to determine.

IDJI 9.03 – Damages for breach of contract – general format (modified)

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. _____

To establish Mike Von Jones’s liability, Safaris Unlimited has the burden of proof on the following propositions:

1. That Mike Von Jones had an obligation arising from either an express contract or an implied-in-fact contract to pay Safaris Unlimited for the 2012 hunt; or
2. That Mike Von Jones had an obligation arising from either an express contract or an implied-in-fact contract to pay HHK Safaris for the 2012 hunt and HHK Safaris assigned to Safaris Unlimited its right to receive such payment from Mr. Jones; or
3. That Mike Von Jones was unjustly enriched by the actions of Safaris Unlimited or HHK Safaris, or both, relative to the 2012 hunt and HHK Safaris assigned to Safaris Unlimited its rights relative to the 2012 hunt.

You will be asked the following question on the jury verdict form:

“Has Safaris Unlimited, LLC proved that it is entitled to recover damages from Mike Von Jones?”

If you find from your consideration of all the evidence that any of the above propositions has been proved, then you should answer this question “yes.” If you find from your consideration of all of the evidence that any of these propositions has not been proved, then you should answer this question “no.”

IDJI 1.41.2 – Charging instruction, plaintiff’s case, verdict on special interrogatories (modified)

- Given
- Refused
- Modified
- Covered
- Other

INSTRUCTION NO. _____

To establish his right to offset any liability that he may have to Safaris Unlimited, Mike Von Jones has the burden of proof on the following propositions:

1. That Mike Von Jones was incorrectly charged and overpaid for the elephant that he took during the 2010 hunt; or
2. That Safaris Unlimited converted the elephant tusks from either the 2010 hunt or the 2012 hunt; or
3. That Safaris Unlimited or HHK Safaris materially breached its contract with Mike Von Jones relative to the 2012 hunt.

You will be asked the following question on the jury verdict form:

“Has Mike Von Jones proved that he is entitled to an offset to the gross amount owed to Safaris Unlimited, LLC?”

If you find from your consideration of all the evidence that any of the above propositions has been proved, then you should answer this question “yes.” If you find from your consideration of all of the evidence that any of these propositions has not been proved, then you should answer this question “no.”

IDJI 1.41.2 – Charging instruction, plaintiff’s case, verdict on special interrogatories (modified)

- Given
- Refused
- Modified
- Covered
- Other

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC, a Georgia
limited liability company,

Plaintiff,

vs.

MIKE VON JONES,

Defendant.

Case No. CV-2013-2706

SPECIAL VERDICT

1. Has Safaris Unlimited, LLC proved that it is entitled to recover damages from Mike Von Jones?

Yes

No

If you answered this question “No,” you are finished. Sign the verdict as instructed and advise the bailiff. If you answered this question “Yes,” continue to the next question.

2. What is the gross amount of damages that Safaris Unlimited, LLC is entitled to recover from Mike Von Jones?

\$ _____

3. Has Mike Von Jones proved that he is entitled to an offset to the gross amount owed to Safaris Unlimited, LLC?

Yes

No

If you answered this question “No,” please proceed to question 5 and write a zero in the space provided for “Defendant’s Offset.” If you answered this question “Yes,” please continue to the next question.

4. What is the amount by which Mike Von Jones is entitled to reduce the amount owed to Safaris Unlimited, LLC?

\$ _____

5. What is the net amount of damages that Safaris Unlimited, LLC is entitled to recover from Mike Von Jones? To calculate the amount of Plaintiff’s Net Damages, subtract the amount of Defendant’s Offset from the amount of Plaintiff’s Gross Damages. If the amount of Plaintiff’s Gross Damages is less than the amount of Defendant’s Offset, then Plaintiff’s Net Damages are zero.

Plaintiff’s Gross Damages (answer to question 2):	\$ _____
Defendant’s Offset (answer to question 4):	\$ _____
Plaintiff’s Net Damages	\$ _____

You are finished. Please sign and date the bottom of the form, and return it to the bailiff.

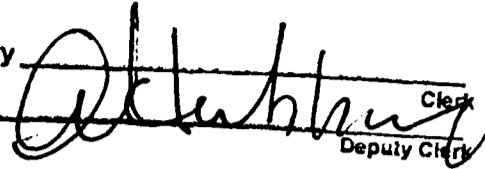
DATED: _____

Jury Foreman

Court original 1-11-17

DISTRICT COURT
Fifth Judicial District
County of Twin Falls - State of Idaho

JAN 11 2017

By  Clerk
Deputy Clerk

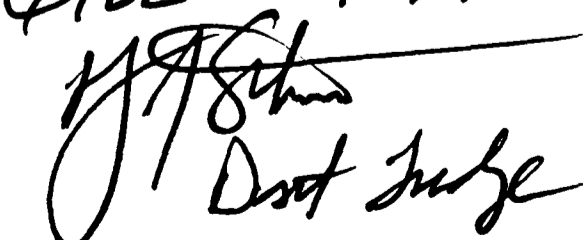
IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC,)
)
 Plaintiffs,)
)
 v.)
)
 MIKE VON JONES,)
)
 Defendant.)
)
)

CASE NO. CV-2013-2706

PRELIMINARY JURY
INSTRUCTIONS

MEMBERS OF THE JURY: I will now give you the Preliminary Instructions in this case. Individual copies of these Preliminary Instructions are being provided to each of you. These copies are yours to use, and you may highlight or make notes upon them as you wish. However, I do need these returned to the court at the end of the trial. Once the evidence is fully presented, I will give you the Final Instructions in this case. Those Final Instructions, together, with these Preliminary Jury Instructions will control your deliberations.

Given 1/11/17

Dist Judge

INSTRUCTION NO. 1

Your duties are to determine the facts, to apply the law set forth in my instructions to those facts, and in this way to decide the case. In so doing, you must follow my instructions regardless of your own opinion of what the law is or should be, or what either side may state the law to be. You must consider them as a whole, not picking out one and disregarding others. The order in which the instructions are given has no significance as to their relative importance. The law requires that your decision be made solely upon the evidence before you. Neither sympathy nor prejudice should influence you in your deliberations. Faithful performance by you of these duties is vital to the administration of justice.

In determining the facts, you may consider only the evidence admitted in this trial. This evidence consists of the testimony of the witnesses, the exhibits offered and received, and any stipulated or admitted facts. The production of evidence in court is governed by rules of law. At times during the trial, an objection may be made to a question asked a witness, or to a witness's answer, or to an exhibit. This simply means that I am being asked to decide a particular rule of law. Arguments on the admissibility of evidence are designed to aid the Court and are not to be considered by you nor affect your deliberations. If I sustain an objection to a question or to an exhibit, the witness may not answer the question or the exhibit may not be considered. Do not attempt to guess what the answer might have been or what the exhibit might have shown. Similarly, if I tell you not to consider a particular statement or exhibit you should put it out of your mind, and not refer to it or rely on it in your later deliberations.

During the trial I may have to talk with the parties about the rules of law which should apply in this case. Sometimes we will talk here at the bench. At other times I will excuse you from the courtroom so that you can be comfortable while we work out any problems. You are not to speculate about any such discussions. They are necessary from time to time and help the trial run more smoothly.

Some of you have probably heard the terms “circumstantial evidence,” “direct evidence” and “hearsay evidence.” Do not be concerned with these terms. You are to consider all the evidence admitted in this trial.

However, the law does not require you to believe all the evidence. As the sole judges of the facts, you must determine what evidence you believe and what weight you attach to it. There is no magical formula by which one may evaluate testimony. You bring with you to this courtroom all of the experience and background of your lives. In your everyday affairs you determine for yourselves whom you believe, what you believe, and how much weight you attach to what you are told. The same considerations that you use in your everyday dealings in making these decisions are the considerations which you should apply in your deliberations.

In deciding what you believe, do not make your decision simply because more witnesses may have testified one way than the other. Your role is to think about the testimony of each witness you heard and decide how much you believe of what the witness had to say.

A witness who has special knowledge in a particular matter may give an opinion on that matter. In determining the weight to be given such opinion, you should consider the qualifications and credibility of the witness and the reasons given for the opinion.

You are not bound by such opinion. Give it the weight, if any, to which you deem it entitled.

INSTRUCTION NO. 2

During your deliberations, you will be entitled to have with you my instructions concerning the law that applies to this case, the exhibits that have been admitted into evidence, and any notes taken by you in the course of the trial proceedings.

If you take notes during the trial, be careful that your attention is not thereby diverted from the witness or his or her testimony; and you must keep your notes to yourself and not show them to other persons or jurors until the jury deliberations at the end of the trial.

INSTRUCTION NO. 3

It is important that as jurors and officers of this court you obey the following instructions at any time you leave the jury box, whether it be for recesses of the court during the day or when you leave the courtroom to go home at night.

Do not discuss this case during the trial with anyone, including any of the attorneys, parties, witnesses, your friends, or members of your family. "No discussion" also means no emailing, text messaging, tweeting, blogging, posting to electronic bulletin boards, and any other form of communication, electronic or otherwise.

Do not discuss this case with other jurors until you begin your deliberations at the end of the trial. Do not attempt to decide the case until you begin your deliberations.

I will give you some form of this instruction every time we take a break. I do that not to insult you or because I don't think you are paying attention, but because experience has shown this is one of the hardest instructions for jurors to follow. I know of no other situation in our culture where we ask strangers to sit together watching and listening to something, then go into a little room together and not talk about the one thing they have in common: what they just watched together.

There are at least two reasons for this rule. The first is to help you keep an open mind. When you talk about things, you start to make decisions about them and it is extremely important that you not make any decisions about this case until you have heard all the evidence and all the rules for making your decisions, and you won't have that until the very end of the trial. The second reason for the rule is that we want all of you working together on this decision when you deliberate. If you have conversations in groups of two or three during the trial, you won't remember to repeat all of your thoughts

and observations for the rest of your fellow jurors when you deliberate at the end of the trial.

Ignore any attempted improper communication. If any person tries to talk to you about this case, tell that person that you cannot discuss the case because you are a juror. If that person persists, simply walk away and report the incident to the bailiff.

Do not make any independent personal investigations into any facts or locations connected with this case. Do not look up any information from any source, including the Internet. **Do not** communicate any private or special knowledge about any of the facts of this case to your fellow jurors. **Do not** read or listen to any news reports about this case or about anyone involved in this case, whether those reports are in newspapers or the Internet, or on radio or television.

In our daily lives we may be used to looking for information on-line and to "Google" something as a matter of routine. Also, in a trial it can be very tempting for jurors to do their own research to make sure they are making the correct decision. You must resist that temptation for our system of justice to work as it should. I specifically instruct that you must decide the case only on the evidence received here in court. If you communicate with anyone about the case or do outside research during the trial it could cause us to have to start the trial over with new jurors and you could be held in contempt of court.

While you are actually deliberating in the jury room, the bailiff will confiscate all cell phones and other means of electronic communications. Should you need to communicate with me or anyone else during the deliberations, please notify the bailiff.

INSTRUCTION NO. 4

When I say that a party has the burden of proof on a proposition, or use the expression "if you find" or "if you decide," I mean you must be persuaded that the proposition is more probably true than not true.

INSTRUCTION NO. 5

Evidence may be either direct or circumstantial. Direct evidence is evidence that directly proves a fact. Circumstantial evidence is evidence that indirectly proves the fact, by proving one or more facts from which the fact at issue may be inferred.

The law makes no distinction between direct and circumstantial evidence as to the degree of proof required; each is accepted as a reasonable method of proof and each is respected for such convincing force as it may carry.

INSTRUCTION NO. 6

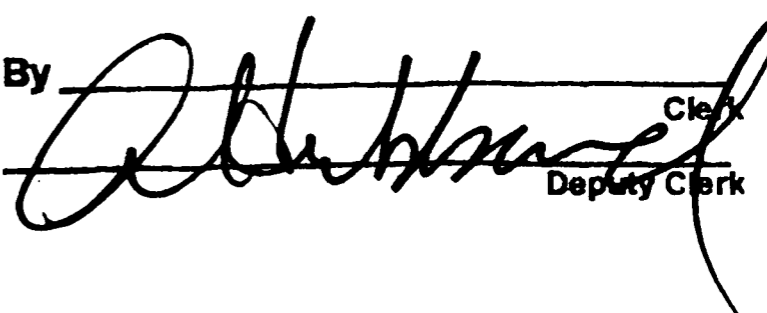
It is highly probable that during the course of this trial, it will be necessary for me to excuse you and ask that you wait in the jury room while counsel for the parties and I discuss and try to resolve disputes over the admissibility of evidence, the propriety of proposed jury instructions, or other important legal issues that may affect the trial. On occasion, I may declare an early recess, or have you come in later than normal in order not to keep you waiting while we do this.

Let me assure you that while you are waiting, we are working. Let me also assure you that both the attorneys and I know that your time is valuable, and understand that delays which keep you waiting can be frustrating. Both they and I will do everything reasonably possible to expedite the presentation of evidence so that you can complete your duties and return to your normal lives as soon as possible. I know that you understand that these proceedings are extremely important to the parties, and your patience will help ensure that the final outcome is just and legally correct.

INSTRUCTION NO. 7

If during the trial I may say or do anything which suggests to you that I am inclined to favor the claims or position of any party, you will not permit yourself to be influenced by any such suggestion. I will not express nor intend to express, nor will I intend to intimate, any opinion as to which witnesses are or are not worthy of belief; what facts are or are not established; or what inferences should be drawn from the evidence. If any expression of mine seems to indicate an opinion relating to any of these matters, I instruct you to disregard it.

JAN 13 2017

By  Clerk
Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC

Plaintiff,

v.

MIKE VON JONES,

Defendant.

Case No. CV-2013-2706

SPECIAL VERDICT FORM

We, the Jury, duly empaneled and sworn to try this case, answer the special interrogatories as follows:

Question No. 1: Did Jones have either an express or implied contract with Safaris for the 2012 hunt?

Answer to Question No. 1: Yes No

If your answer is unanimous, the presiding juror alone shall sign below:

Mary C Erwin
Presiding Juror

If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

If your answer to Question No. 1 is “Yes,” skip to Question No. 5. If your answer to Question No. 1 is “No,” proceed to Question No. 2.

Question No. 2: Did Jones have either an express or implied contract with HHK for the 2012 hunt?

Answer to Question No. 2: Yes [] No []

If your answer is unanimous, the presiding juror alone shall sign below:

Presiding Juror

If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

If your answer to Question No. 2 is “Yes,” proceed to Question No. 3. If your answer to Question No. 2 is “No,” skip to Question No. 8.

Question No. 3: Did HHK assign or transfer to Safaris its rights to payment under the contract for the 2012 hunt?

Answer to Question No. 3: Yes [] No []

If your answer is unanimous, the presiding juror alone shall sign below:

Presiding Juror

If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

If your answer to Question No. 3 is “Yes,” skip to Question No. 5. If your answer to Question No. 3 is “No,” proceed to Question No. 4.

Question No. 4: Was Safaris a third party beneficiary of the contract for the 2012 hunt between HHK and Jones?

Answer to Question No. 4: Yes [] No []

If your answer is unanimous, the presiding juror alone shall sign below:

Presiding Juror

If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

If your answer to Question No. 4 is “Yes,” proceed to Question No. 5. If your answer to Question No. 4 is “No,” skip to Question No. 8.

Question No. 5: Did Jones breach the contract for the 2012 hunt?

Answer to Question No. 5:

Yes [] No []

If your answer is unanimous, the presiding juror alone shall sign below:

Mary C Erum
Presiding Juror

If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

If your answer to Question No. 5 is "Yes," proceed to Question No. 6. If your answer to Question No. 5 is "No," skip to Question No. 8.

Question No. 6: What is the gross amount of damages (exclusive of any offsets) that

Safaris is entitled to?

Answer to Question No. 6: \$ 26040.00

If your answer is unanimous, the presiding juror alone shall sign below:

Mary A. Erwin
Presiding Juror

If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

Proceed to Question No. 7.

Question No. 7: When was Jones's payment for the 2012 hunt due?

Answer to Question No. 7: On the 10th day of DEC, 2012

If your answer is unanimous, the presiding juror alone shall sign below:

Mary C Erwin
Presiding Juror

If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

Skip to Question No. 10.

Question No. 8: What is the monetary value of the benefit HHK provided to Jones with respect to the 2012 hunt?

Answer to Question No. 8: \$ _____

If your answer is unanimous, the presiding juror alone shall sign below:

Presiding Juror

If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

Proceed to question No. 9.

Question No. 9: Did HHK assign to Safaris its right to receive payment for that benefit?

Answer to Question No. 9: Yes [] No []

If your answer is unanimous, the presiding juror alone shall sign below:

Presiding Juror

If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

If your answer to Question No. 9 is “Yes,” proceed to Question No. 10. If your answer to Question No. 9 is “No,” you are done and you should notify the bailiff.

Question No. 10: To what amount is Jones entitled as an offset for the 2010 hunt?

Answer to Question No. 10:

\$ 0

If your answer is unanimous, the presiding juror alone shall sign below:

Mary P. Erwin
Presiding Juror

If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

Proceed to Question No. 11.

Question No. 11: To what amount is Jones entitled as an offset for the 2012 hunt?

Answer to Question No. 11:

\$ 0

If your answer is unanimous, the presiding juror alone shall sign below:

Mary C. Edmund.
Presiding Juror

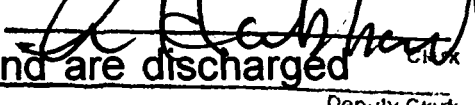
If your answer is agreed upon by more than nine (9) but fewer than all jurors, each juror in agreement shall sign below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

You are done. Please notify the bailiff.

JAN 13 2017

INSTRUCTION NO. 22

By  Deputy Clerk.

You have now completed your duties as jurors in this case and are discharged

with the sincere thanks of this Court. If you took notes during the course of the trial or your deliberations, please tear your notes out of your notebook and give them to the bailiff. Your notes will be destroyed, and no one, including myself will be allowed to read or inspect them.

The question may arise as to whether you may discuss this case with the attorneys or with anyone else. For your guidance, the Court instructs you that whether you talk to the attorneys, or to anyone else, is entirely your own decision. It is proper for you to discuss this case, if you wish to, but you are not required to do so, and you may choose not to discuss the case with anyone at all. If you choose to, you may tell them as much or as little as you like, but you should be careful to respect the privacy and feelings of your fellow jurors. Remember that they understood their deliberations to be confidential. Therefore, you should limit your comments to your own perceptions and feelings. If anyone persists in trying to discuss the case over your objection, or becomes critical in any way of your service, either before or after any discussion has begun, please report it to me.

Count Original 1-13-17

DISTRICT COURT
Fifth Judicial District
County of Twin Falls - State of Idaho

JAN 13 2017

By [Signature] Clerk
Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC)
)
 Plaintiffs,)
)
 v.)
)
 MIKE VON JONES,)
)
 Defendant.)

CASE NO. CV-2013-2706

FINAL JURY INSTRUCTIONS

MEMBERS OF THE JURY: I will now give you the final jury instructions in this case. These Final Jury Instructions, along with the Preliminary Jury Instructions which were given to you earlier in the trial, will control your deliberations. A copy of these instructions is being provided to each of you for your use during your deliberations, and you may highlight or write on them as you see fit. After I have given you these instructions, counsel for the parties will deliver their closing arguments.

Given 1/13/17
[Signature] Dist Judge

INSTRUCTION NO. 8

The original instructions and the exhibits will be with you in the jury room. They are part of the official court record. For this reason please do not alter them or mark on them in any way. If you have any questions about the handling or use of the exhibits, submit those questions in writing to me through the bailiff.

You have each received a duplicate copy of these instructions and the verdict form. You are free to highlight or write on your copies of the instructions.

The instructions are numbered for convenience in referring to specific instructions. There may or may not be a gap in the numbering of the instructions. If there is, you should not concern yourselves about such gap.

INSTRUCTION NO. 9

In deciding this case, you may not delegate any of your decisions to another or decide any question by chance, such as by the flip of a coin or drawing of straws. If money damages are to be awarded, you may not agree in advance to average the sum of each individual juror's estimate as the method of determining the amount of the damages award.

INSTRUCTION NO. 10

Safaris Unlimited, LLC is entitled to the same fair and unprejudiced treatment that an individual would be under like circumstances. You should decide this case with the same impartiality that you would use in deciding a case between individuals.

INSTRUCTION NO. 11

Safaris asserts its claim against Jones on alternative theories. Safaris contends:

- 1) that Jones had an Express or Implied contract with Safaris, OR
- 2) that Jones had an Express or Implied contract with HHK that was assigned to Safaris, OR
- 3) that if there was no Express or Implied contract with either Safaris or HHK then Jones was unjustly enriched by receiving the services of HHK and that HHK assigned to Safaris its rights to receive payment for those services

A corollary issue involving the claimed contract between HHK and Jones is whether a term of that contract provided that Safaris was a third party beneficiary of the contract. You will be instructed on that issue later in these instructions.

INSTRUCTION NO. 12

An Express contract is an agreement between two or more parties to do or not do something that is supported by consideration. An Express contract may be written or oral, or may contain both written terms and oral terms.

To establish an Express contract, Safaris has the burden of proving four elements. The four elements are:

1. The parties are competent;
2. The contract has a lawful purpose;
3. There is valid consideration; and
4. There is mutual agreement by all parties to all essential terms including the beneficiary of agreed upon consideration.

It is not disputed that elements 1, 2, and 3 are present in the contract alleged in this case.

Consideration is the benefit given or agreed to be given by one party in exchange for the other party's performance or promise to perform.

INSTRUCTION NO. 12.1

An Implied contract is a contract where the terms and existence of the contract are demonstrated by the conduct of the parties, with the request of one party and the performance by the other often being inferred from the circumstances attending the performance. To find an Implied contract, the facts must be such that the intent of the parties to make a contract can be inferred from their conduct.

To establish an Implied contract between Safaris and Jones, Safaris has the burden of proof on each of the following propositions:

1. The circumstances imply a request by Jones for performance by Safaris;
and
2. The circumstances imply a promise by Jones to compensate Safaris for such performance; and
3. Safaris performed as requested; and
4. The amount of damages that Safaris is entitled to.

To establish an Implied contract between HHK and Jones, Safaris has the burden of proof on each of the following propositions:

1. The circumstances imply a request by Jones for performance by HHK;
and
2. The circumstances imply a promise by Jones to compensate HHK for such performance; and
3. HHK performed as requested; and
4. The amount of damages that HHK is entitled to.

INSTRUCTION NO. 12.2

When considering the contract claims in this case you may have to determine whether Safaris was a “third party beneficiary” of the contract claimed to exist between HHK and Jones. The test for determining a party's status as a third party beneficiary is whether the agreement reflects an intent to benefit the third party. Safaris must show that the contract, if any, between HHK and Jones, was made primarily for Safaris' benefit. It is not sufficient that Safaris be a mere incidental beneficiary. Further, the contract itself must express intent to benefit Safaris.

If you find that there is a contract in this case between HHK and Jones and that such contract was assigned to Safaris, you need not determine whether an element of that contract provided that Safaris was a third party beneficiary. Conversely, if you determine that there was no assignment, then you will need to consider the third party beneficiary assertion. The Special Verdict Form will make clear how you must approach these issues during your deliberations.

INSTRUCTION NO. 13

Safaris is a limited liability company. HHK is a corporation. A limited liability company such as Safaris and a corporation such as HHK can only act through its agents. The parties dispute the agency relationship and authority of the individuals employed by Safaris and HHK. That issue may or may not affect your deliberations in this case. For that reason the Court instructs you regarding the law of agency.

There are three separate types of agency, any of which are sufficient to bind the principal to a contract entered into by an agent with a third party so long as the agent has acted within the course and scope of authority delegated by the principal. The three types of agencies are: express authority, implied authority, and apparent authority.

Both express and implied authorities are forms of actual authority. Express authority refers to that authority which the principal has explicitly granted the agent to act in the principal's name. Implied authority refers to that authority which is necessary, usual, and proper to accomplish or perform the express authority delegated to the agent by the principal.

Apparent authority differs from actual authority. It is created when the principal voluntarily places an agent in such a position that a person of ordinary prudence, conversant with the business usages and the nature of a particular business, is justified in believing that the agent is acting pursuant to existing authority. Apparent authority cannot be created by the acts and statements of the agent alone.

In an agency relationship, the principal has the right to control the agent's manner and method of work, whether that right is exercised or not. Where, however, the principal has engaged a contractor for a specific job, result or objective, and the

principal does not retain any right to control the manner or method of work, the relation is not an agency but is that of independent contractor. An independent contractor is not an agent. The acts of an independent contractor are not the acts of the principal. In a relationship between two parties, the parties can have an independent contractor status with respect to one subject matter and an agency status with respect to another.

The determination of the claimed agency relationship between Safaris and HHK is a question of fact for you as the jury to determine.

INSTRUCTION NO. 14

On its contract claims, Safaris has the burden of proving each of the following propositions:

1. A contract existed;
2. Jones breached the contract;
3. Safaris has been damaged on account of the breach; and
4. The amount of the damages.

INSTRUCTION NO. 15

A party may assign its rights pursuant to a contract or claim to another party. Here, as an alternative theory, Safaris first alleges that if you find that there was a contract in this case between HHK and Jones, that HHK assigned its interest in that contract to Safaris. Such an assignment is subject to all defenses that Jones could assert against HHK, including the offset claims as explained elsewhere in the instructions. You will need to consider this theory ONLY IF you have found that there is no contract between Safaris and Jones AND that there was a contract between HHK and Jones. Further, you will need to consider this theory if you find that there were no contracts in this case, but that the unjust enrichment claim has been proven and whether that claim of HHK has been assigned to Safaris. Again, the Special Verdict Form will make clear how you must approach this theory in your deliberations.

INSTRUCTION NO. 15.1

If you decide Safaris is entitled to recover from the defendant for breach of contract, the jury must determine the amount of money that will reasonably and fairly compensate the plaintiff for the following element of damages proved by the evidence to have resulted from the defendant's breach of contract:

1. The amount due to Safaris from Jones under the contract for the 2012 hunt.

Whether this element of damage has been proved is for you to determine. By giving you instructions on the subject of damages, I do not express any opinion as to whether the plaintiff is entitled to damages.

INSTRUCTION NO. 15.2

A person who has been damaged must exercise ordinary care to minimize the damage and prevent further damage. Any loss that results from a failure to exercise such care cannot be recovered.

INSTRUCTION NO. 16

In this case the defendant has asserted certain affirmative claims that even if he owes Safaris money for breach of contract or unjust enrichment, that he is entitled to an offset for those sums because Safaris (or HHK) has breached its contract with Jones.

Jones asserts that Safaris or HHK materially breached its contract with him for the years 2010 and 2012, and that therefore he is entitled to offset his claims against monies owed. Jones has the burden of proof for defenses asserted. To prove these offsets, Jones must acknowledge that there was a contract for the 2012 hunt and that the contracting party, Safaris or HHK, as the case may be, defeated a fundamental purpose of the contract. Further, Jones must prove the amount of money that will reasonably and fairly compensate Jones for that breach.

INSTRUCTION NO. 16.1

Safaris has asserted the defense of prevention of performance to Jones's offset claims for the 2010 and/or 2012 hunts. Safaris has the burden of proving that Jones unreasonably prevented or substantially hindered Safaris' performance of the contract(s). If this affirmative defense is proved, Safaris is excused from performance.

INSTRUCTION NO. 17

Even if you find that Safaris has not proved its breach of contract claim, under certain circumstances where a party has been unjustly enriched by the actions of another the law will require that party to compensate the other for the unjust gain. To recover under this theory, Safaris has the burden of proving each of the following:

1. HHK provided a benefit to Jones;
2. Jones accepted the benefit;
3. HHK assigned its right to receive payment for that benefit to Safaris.
4. Under the circumstances, it would be unjust for Jones to retain that benefit without compensating Safaris for its value;
5. The monetary value of the benefit Jones received.

Jones has the burden to prove the monetary value of the benefit that Jones DID NOT receive. The amount of damages that may be awarded for a breach of contract may or may not be the same amount of damages applicable to an unjust enrichment claim, and vice versa.

INSTRUCTION NO. 18

When I use the term “value” or the phrase “fair market value” or “actual cash value” in these instructions as to any item of property, I mean the amount of money that a willing buyer would pay and a willing seller would accept for the item or service in question in an open marketplace, in the item’s or service’s condition as it existed immediately prior to the occurrence in question.

INSTRUCTION NO. 19

If it becomes necessary during your deliberations to communicate with me, you may send a note signed by one or more of you to the bailiff. You should not try to communicate with me by any means other than such a note.

During your deliberations, you are not to reveal to anyone how the jury stands on any of the questions before you, numerically or otherwise, unless requested to do so by me.

INSTRUCTION NO. 20

I have given you the rules of law that apply to this case. I have instructed you regarding matters that you may consider in weighing the evidence to determine the facts. In a few minutes counsel will present their closing arguments to you and then you will retire to the jury room for your deliberations.

Each of you has an equally important voice in the jury deliberations. Therefore, the attitude and conduct of jurors at the beginning of the deliberations are important. At the outset of deliberations, it is rarely productive for a juror to make an emphatic expression of opinion on the case or to state how he or she intends to vote. When one does that at the beginning, one's sense of pride may be aroused and there may be reluctance to change that position, even if shown that it is wrong. Remember that you are not partisans or advocates, but you are judges. For you, as for me, there can be no triumph except in the ascertainment and declaration of the truth.

Consult with one another. Consider each other's views. Deliberate with the objective of reaching an agreement, if you can do so without disturbing your individual judgment. Each of you must decide this case for yourself; but you should do so only after a discussion and consideration of the case with your fellow jurors.

INSTRUCTION NO. 21

On retiring to the jury room, select one of your number as a presiding juror, who will preside over your deliberations.

An appropriate form of verdict will be submitted to you with these instructions. Follow the directions on the Special Verdict Form and answer all of the questions required of you by the instructions on the Special Verdict Form.

A verdict may be reached by three-fourths of your number, or nine of you. As soon as nine or more of you shall have agreed upon each of the required questions in the verdict, you should fill it out as instructed, and have it signed. It is not necessary that the same nine agree on each question. If your verdict is unanimous, your presiding juror alone will sign it; but if nine or more, but less than the entire jury, agree, then those so agreeing will sign the verdict.

As soon as you have completed and signed the Special Verdict Form, you will notify the bailiff, who will then return you into open court.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC, a Georgia
limited liability company,

Plaintiff,

vs.

MIKE VON JONES,

Defendant.

Case No. CV-2013-2706

JUDGMENT

JUDGMENT IS ENTERED AS FOLLOWS:

- 1) The Plaintiff shall recover from the Defendant the sum of \$26,040.00.
- 2) Interest shall accrue at the statutory rate from the date of this Judgment until all sums due hereunder are paid in full.

Signed: 1/17/2017 12:53 PM



Honorable Randy J. Stoker
District Judge

CLERK'S CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of the foregoing JUDGMENT on the persons listed below by the method indicated:

David W. Gadd
WORST, FITZGERALD & STOVER, PLLC
P.O. Box 1428
Twin Falls, ID 83303-1428
Attorneys for Plaintiff

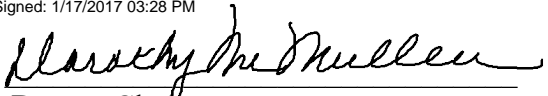
Via e-mail: *dwg@magicvalleylaw.com*

Theodore R. Larsen
Williams, Meservy & Lothspeich, LLP
P.O. Box 168
Jerome, ID 83338
Attorneys for Defendant

Via e-mail: *trlarsen@wmlattys.com*


CLERK OF THE COURT

Signed: 1/17/2017 03:28 PM

By: 
Deputy Clerk

DISTRICT COURT
TWIN FALLS CO. IDAHO
FILED

2017 FEB 24 PM 4:21

BY  CLERK
DEPUTY

THEODORE R. LARSEN
IDAHO STATE BAR NO. 8193
WILLIAMS, MESERVY & LOTH SPEICH, LLP
Attorneys at Law
153 East Main Street
P. O. Box 168
Jerome, Idaho 83338
Telephone: (208) 324-2303
Facsimile: (208) 324-3135
Electronic Mail: wmlcourt@wmlattys.com
Attorney for Defendant/Appellant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, a Georgia limited
liability company,

Plaintiff/Respondent,

vs.

MIKE VON JONES,

Defendant/Appellant.

Case No. CV-2013-2706

NOTICE OF APPEAL

TO: The above names Respondent, Safaris Unlimited, a Georgia limited liability company,
and David W. Gadd, of Worst, Fitzgerald & Stover, PLLC and the Clerk of the above entitled
Court.

NOTICE IS HEREBY GIVEN THAT:

1. The above names Appellant, MIKE VON JONES, appeals against the Respondent,
SAGFARIS UNLIMITED, a Georgia limited liability company, the *Judgment*; entered in
this matter on the 17th of January, 2017 by the Honorable Randy J. Stoker. A copy of the
same is attached hereto;
2. The party has a right to appeal to the Idaho Supreme Court, and the Judgment attached
hereto are appealable under and pursuant to Rule 11(a)(1) I.A.R.;

3. Preliminary Statement of Issues on Appeal:

The Court erred in admitting Plaintiff's Exhibit 40 over the defendant's objection. The document was never disclosed in discovery. The document was redacted due to its prejudicial contents. Redacting the document left Defendant of not being able to effectively use the document.

The admission of exhibits 39 and 40 put the jury in the position of comparing handwriting without the testimony of a handwriting expert.

Jury Instruction 13 was given erroneously. The Court added the following language to the suggested jury instruction: "In a relationship between two parties, the parties can have an independent contractor status with respect to one subject and an agency status with respect to another."

The Court erred by angrily questioning the Defendant in front of the Jury.

4. No portion of the record is sealed.

5. A reporter's transcript is hereby requested. The Appellant requests the preparation of the transcript in both a standard hard copy and in an electronic format. The Appellant requests said transcript to include the following:

- a. Voir dire;
- b. Closing arguments;
- c. Instructions verbally given by court; and
- d. Transcripts of all three days of jury trial, including witness testimony and conferences on requested instruction.

6. The Appellant requests the following documents to be included in the Clerk's Record in addition to those automatically included under Rule 28, I.A.R. as follows:

- a. All requested jury instructions; and
- b. Deposition of Mike Jones.

7. The Appellant requests copies of all exhibits be copied and sent to the Supreme Court.

8. I certify that:

- a. A copy of this Notice of Appeal has been served upon the following reporter of whom a transcript has been requested, to wit: Tracy Barksdale, Twin Falls County

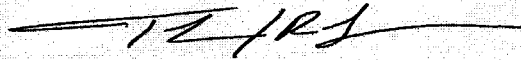
Court, Twin Falls, Idaho 83303-0126

b. That the clerk of the district court has been paid the estimated fee of \$1,700.00 for the estimated fee for the preparation of the reporter's transcript.

c. That service has been made upon all parties required to be served pursuant to Rule 20.

ENTERED this 23 day of February, 2017.

WILLIAMS, MESERVY & LOTH SPEICH, LLP



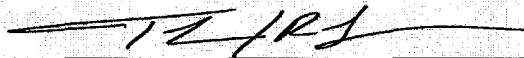
THEODORE R. LARSEN

Attorney for Defendant/Appellant

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 23 day of February, 2017, I caused to be served the foregoing document as follows:

David W. Gadd WORST, FITZGEARLD & STOVER, PLLC 905 Shoshone Street North Post Office Box 1428 Twin Falls, Idaho 83303-1428	<input type="checkbox"/> Via US Mail, Postage Paid <input type="checkbox"/> Via Facsimile – (208) 736-9929 <input type="checkbox"/> Hand-Delivered - Court Folder <input checked="" type="checkbox"/> Electronic mail: dwg@magicvalleylaw.com
Tracy Barksdale Court Reporter Twin Falls County Courthouse Post Office Box 126 Twin Falls, Idaho 83303-0126	<input checked="" type="checkbox"/> Via US Mail, Postage Paid <input type="checkbox"/> Via Facsimile - <input type="checkbox"/> Hand-Delivered - Court Folder <input type="checkbox"/> Electronic mail:



THEODORE R. LARSEN

In the Supreme Court of the State of Idaho

DISTRICT COURT
TWIN FALLS CO. IDAHO
FILED

MAR 29 PM 4:34
BY _____
CLERK
DEPUTY

SAFARIS UNLIMITED, LLC, a Georgia)
limited liability company,)
)
Plaintiff-Respondent,)
)
v.)
)
MIKE VON JONES,)
)
Defendant-Appellant.)

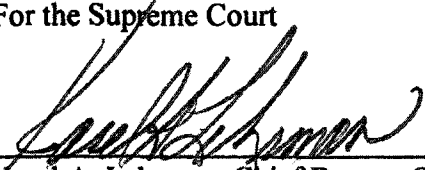
ORDER AUGMENTING APPEAL
Supreme Court Docket No. 44914-2017
Twin Falls County No. CV-2013-2706

A Clerk's Record and Reporter's Transcript were filed with this Court in prior appeal No. 42614, *Safaris Unlimited, LLC v. Mike Von Jones* (Twin Falls County No. CV-2013-2706). Therefore,

IT HEREBY IS ORDERED that this Record on Appeal shall be AUGMENTED to include the Clerk's Record and Reporter's Transcript filed in prior appeal No. 42614, *Safaris Unlimited, LLC v. Mike Von Jones* (Twin Falls County No. CV-2013-2706).

IT FURTHER IS ORDERED that the District Court Clerk shall prepare and file a CLERK'S RECORD with this Court, which shall contain documents requested in this Notice of Appeal together with a copy of this Order, but shall not duplicate any document included in the Clerk's Record filed in prior appeal No. 42614. Furthermore, the designated Court Reporter shall prepare the transcripts requested in this Notice of Appeal and the CLERK'S RECORD AND REPORTER'S TRANSCRIPTS shall be filed with this Court after settlement occurs.

DATED this 28th day of March, 2017.

For the Supreme Court

Karel A. Lehrman, Chief Deputy Clerk for
Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk
Court Reporter
District Judge Randy J. Stoker

Entered on JSI
By: leg

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC, a Georgia
limited liability company,

Plaintiff,

vs.

MIKE VON JONES,

Defendant.

Case No. CV-2013-2706

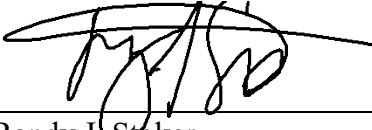
AMENDED JUDGMENT

JUDGMENT IS ENTERED AS FOLLOWS:

1) The Plaintiff shall recover from the Defendant the principal amount of \$26,040.00, plus \$12,875.89 for prejudgment interest accrued on said principal amount from the date of December 6, 2012, through January 17, 2017, plus attorney's fees in the amount of \$76,446.06, plus costs in the amount of \$7,622.87, for a total amount of **\$122,984.82**.

2) Interest shall accrue at the statutory rate from the date of this Judgment until all sums due hereunder are paid in full.

Signed: 4/17/2017 04:08 PM



Honorable Randy J. Stoker
District Judge

CLERK'S CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of the foregoing AMENDED JUDGMENT on the persons listed below by the method indicated:

David W. Gadd
WORST, FITZGERALD & STOVER, PLLC
P.O. Box 1428
Twin Falls, ID 83303-1428
Attorneys for Plaintiff

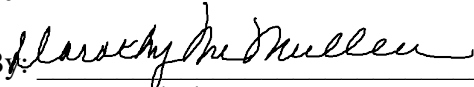
Via e-mail: *dwg@magicvalleylaw.com*

Theodore R. Larsen
WILLIAMS, MESERVY & LOTH SPEICH, LLP
P.O. Box 168
Jerome, ID 83338
Attorneys for Defendant

Via e-mail: *trlarsen@wmlattys.com*

CLERK OF THE COURT

Signed: 4/17/2017 04:15 PM

By: 
Deputy Clerk

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IN THE SUPREME COURT OF THE STATE OF IDAHO
TWIN FALLS CO. IDAHO
FILED

2017 JUN -1 PM 2:23

SAFARIS UNLIMITED, a Georgia)
limited liability company,)
)
Plaintiff,)
)
vs.)
MIKE VON JONES,)
)
Defendant.)
_____)

BY _____)
) Supreme Ct. 44914 CLERK
)
) Twin Falls CV-2013-2706 DEPUTY
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) NOTICE OF LODGING
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To: THE CLERK OF THE IDAHO SUPREME COURT

NOTICE IS HEREBY GIVEN that on May 30, 2017, I lodged a transcript of 610 pages in length for the above-referenced appeal with the District Court Clerk of Twin Falls County in the Fifth Judicial District. The transcript includes: Jury trial day one dated January 11, 2017; Jury trial day two dated January 12, 2017; Jury trial day three dated January 13, 2017.

A PDF copy of the transcript will be emailed to sctfilings@idcourts.net.

Tracy E. Barksdale

TRACY E. BARKSDALE, RPR, CSR 999

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

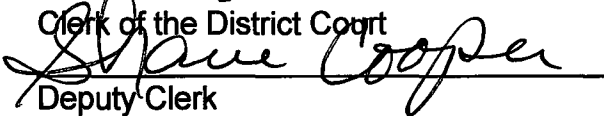
SAFARIS UNLIMITED, LLC,)
A Georgia Limited Liability Company,)
))
Plaintiff/Respondent,)
))
vs.)
))
MIKE VON JONES,)
))
Defendant/Appellant,)

SUPREME COURT NO. 44914-2017
DISTRICT COURT NO. CV 2013-2706
CLERK'S CERTIFICATE

I, KRISTINA GLASCOCK, Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, do hereby certify that the foregoing CLERK'S RECORD on Appeal in this cause was compiled and bound under my direction and is a true, correct and complete Record of the pleadings and documents requested by Appellate Rule 28.

I do further certify that all exhibits, offered or admitted in the above-entitled cause, were not requested and will not be duly lodged with the Clerk of the Supreme Court.

WHEREOF, I have hereunto set my hand and affixed the seal of the said Court this 15th day of May, 2017.

KRISTINA GLASCOCK
Clerk of the District Court

Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC,)	
A Georgia Limited Liability Company,)	SUPREME COURT NO. 44914-2017
)	DISTRICT COURT NO. CV 2013-2706
Plaintiff/Respondent,)	
)	CERTIFICATE OF EXHIBITS
vs.)	
)	
MIKE VON JONES,)	
)	
<u>Defendant/Appellant,</u>)	

I, KRISTINA GLASCOCK, Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, do hereby certify:

That the following is a list of exhibits to the record that have been filed during the course of this case.

Defendant's Exhibit 201, Correspondence during the 2012 calendar year, PL00162-PL00168, Admitted January 11, 2017

Defendant's Exhibit 202, Communication with Jules Meredith regarding flight arrangements and accommodations for 2012 hunt, PL00190-PL00191, Admitted January 11, 2017

Defendant's Exhibit 203, Correspondence with Alexander & Vann, LLP, PL00194-PL00195, Admitted January 11, 2017

Defendant's Exhibit 204, Agreement between HHK and Safaris Unlimited, LLC, PL00010-PL00016, Admitted January 11, 2017

Defendant's Exhibit 205, First Amended Complaint (11pgs), Admitted January 11, 2017

Defendant's Exhibit 206, Correspondence during the 2010 calendar year, PL00032, PL00036-PL00072, Admitted January 11, 2017

Defendant's Exhibit 207, Correspondence during the 2011 calendar year, PL00073-PL00158, Admitted January 11, 2017

Defendant's Exhibit 208, Correspondence during the 2013 calendar year, PL00181, Admitted January 11, 2017

Defendant's Exhibit 209, Email dated May 2, 2012 (1pg), Admitted January 12, 2017

Deposition of Michael Von Jones June 4, 2014, Admitted January 12, 2017

Plaintiff's Exhibit 1, Safari Club International letter dated 1/29/10, PL00032, Admitted January 11, 2017

Plaintiff's Exhibit 2, Mike Jones s cashier s check to Safaris Unlimited dated 1/19/11, PL00034, Admitted January 11, 2017

Plaintiff's Exhibit 3, Graham Hingeston s e-mail dated 9/3/10, PL00036, Admitted January 11, 2017, Admitted January 11, 2017

Plaintiff's Exhibit 4, E-mail exchanges between Mike Von Jones and Graham Hingeston dated 7/6-9/20/10, PL00037-PL00039, Admitted January 11, 2017

Plaintiff's Exhibit 5, E-mails from Jennifer Ryan to Mike Von Jones dated 9/21/10, 10/19/10, PL00040-PL00041, Admitted January 11, 2017

Plaintiff's Exhibit 6, E-mail exchanges between Jennifer Ryan and Mike Von Jones dated 9/21/10-10/29/10, PL00042-PL00043, Admitted January 11, 2017

Plaintiff's Exhibit 7, E-mail exchanges between Maica Schweppenhauser and Mike Von Jones dated 11/10/10, 11/12/10, PL00049-PL00050, Admitted January 11, 2017

Plaintiff's Exhibit 8, E-mail exchanges between Maica Schweppenhauser, Mike Von Jones and Jennifer Ryan dated 11/10/10-11/22/10, PL00056-PL00058, Admitted January 11, 2017

Plaintiff's Exhibit 9, E-mail exchanges between Maica Schweppenhauser, Mike Von Jones Jennifer Ryan, and Graham Hingeston dated 11/10/10-11/22/10, PL00061-PL00063, Admitted January 11, 2017

Plaintiff's Exhibit 10, E-mail exchanges between Mike Von Jones and Graham Hingeston dated 3/7/11-3/8/11, PL00073, Admitted January 11, 2017

Plaintiff's Exhibit 11, E-mail exchanges between Mike Von Jones, Anthony Crick, Jennifer Ryan, and Graham Hingeston dated 4/7/11, 4/22/11, 4/23/11, PL00074-PL00076, Admitted January 11, 2017

Plaintiff's Exhibit 12, E-mail exchanges between Mike Von Jones, Anthony Crick, Jennifer Ryan, and Graham Hingeston dated 4/7/11-9/27/11, PL00080-PL00084, Admitted January 11, 2017

Plaintiff's Exhibit 13, E-mail exchanges between Mike Von Jones, Anthony Crick, Jennifer Ryan, and Graham Hingeston dated 4/7/11-9/28/11, PL00091-PL00097, Admitted January 11, 2017

Plaintiff's Exhibit 14, E-mail exchanges between Anthony Crick, Mike Von Jones, and Jennifer Ryan dated 11/16/11, 11/17/11, PL00151-PL00152, Admitted January 11, 2017

Plaintiff's Exhibit 15, HHK Safaris Liability Release, PL00228, Admitted January 11, 2017

Plaintiff's Exhibit 16, E-mail from Shawn Murphy to Jennifer Ryan dated 2/17/11, PL00033, Admitted January 11, 2017

Plaintiff's Exhibit 17, Mike Von Jones's cashier's check to Safaris Unlimited dated 1/11/12, PL00035, Admitted January 11, 2017

Plaintiff's Exhibit 18, E-mail exchanges between Mike Von Jones and Graham Hingeston dated 3/7/11-3/8/11, PL00073, Admitted January 11, 2017

Plaintiff's Exhibit 19, E-mail exchanges between Mike Von Jones and Graham Hingeston dated 10/17/11-10/29/11, PL00133-PL00135, Admitted January 11, 2017

Plaintiff's Exhibit 20, E-mail from Jennifer Ryan to Mike Von Jones dated 11/28/11, PL00155-PL00156, Admitted January 11, 2017

Plaintiff's Exhibit 21, E-mail exchanges between Jennifer Ryan and Mike Von Jones dated 11/28/11, 12/15/11, PL00157-PL00158, Admitted January 11, 2017

Plaintiff's Exhibit 22, E-mail from Graham Hingeston to Mike Von Jones dated 1/2/12, PL00159, Admitted January 11, 2017

Plaintiff's Exhibit 23, E-mail from Jennifer Ryan to Mike Von Jones dated 1/18/12, PL00160-PL00161, Admitted January 11, 2017

Plaintiff's Exhibit 24, E-mail exchanges between Mike Von Jones and Graham Hingeston dated 10/22/12-11/10/12, PL 00162-PL00164, Admitted January 11, 2017

Plaintiff's Exhibit 25, E-mail from Jennifer Ryan to Mike Von Jones dated 12/6/12, PL00169-PL00170, Admitted January 11, 2017

Plaintiff's Exhibit 26, E-mail exchanges between Jennifer Ryan and Mike Von Jones dated 12/6/12, PL00171, Admitted January 11, 2017

Plaintiff's Exhibit 27, E-mail from Jennifer Ryan to Mike Von Jones dated 12/7/12, PL00172-PL00173, Admitted January 11, 2017

Plaintiff's Exhibit 28, E-mail from Jennifer Ryan to Mike Von Jones dated 12/24/12, PL00174-PL00175, Admitted January 11, 2017

Plaintiff's Exhibit 29, E-mail from Jennifer Ryan to Mike Von Jones dated 1/4/13, PL00176-PL00177, Admitted January 11, 2017

Plaintiff's Exhibit 30, E-mail from Jennifer Ryan to Mike Von Jones dated 1/14/13, PL00178-PL00180, Admitted January 11, 2017

Plaintiff's Exhibit 31, E-mail from Jennifer Ryan to Mike Von Jones dated 1/28/13, PL00181-PL00183, Admitted January 11, 2017

Plaintiff's Exhibit 32, E-mail from Graham Hingeston to Mike Von Jones dated 2/11/13, PL00184, Admitted January 11, 2017

Plaintiff's Exhibit 33, E-mail exchanges between Jennifer Ryan and Mike Von Jones dated 12/6/12, 2/19/13, PL00188-PL00189, Admitted January 11, 2017

Plaintiff's Exhibit 34, Safaris Unlimited, LLC Invoice signed by Mike Von Jones (1pg), Admitted January 11, 2017

Plaintiff's Exhibit 35, Hunting Return Form/Application for Hunting dated 12/2/12, PL00222, Admitted January 11, 2017

Plaintiff's Exhibit 36, Safaris Unlimited, LLC Invoice #1798 dated 9/21/10, marked paid 1/20/11 (1pg), Admitted January 11, 2017

Plaintiff's Exhibit 37, 6 pages of copies of emails between Derek Adams and Mike Von Jones, Admitted January 12, 2017

Plaintiff's Exhibit 38, Answer and Jury Trial Demand (3pgs), Admitted January 12, 2017

Plaintiff's Exhibit 39, Verification signature page (1pg), Admitted January 12, 2017

Plaintiff's Exhibit 40, (REDACTED) to show only signature line, Admitted January 12, 2017

Plaintiff's Exhibit 40(a), ORIGINAL NON-REDACTED OF PLAINTIFF'S EXHIBIT 40 (Notice of Hearing from CV42-16-4396 (1pg), Admitted January 12, 2017

In WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court this 15th day of May, 2017.

KRISTINA GLASCOCK
Clerk of the District Court


Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC,)
A Georgia Limited Liability Company,)
)
Plaintiff/Respondent,)
)
vs.)
)
MIKE VON JONES,)
)
)
Defendant/Appellant,)

SUPREME COURT NO. 44914-2017
DISTRICT COURT NO. CV 2013-2706

CERTIFICATE OF SERVICE

I, KRISTINA GLASCOCK, Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, do hereby certify that I have personally served or mailed, by United States Mail, one copy of the CLERK'S RECORD and REPORTER'S TRANSCRIPT to each of the Attorneys of Record in this cause as follows:

Theodore Larsen
Williams, Meservy & Lothspeich, LLP
P. O. Box 168
Jerome, ID 83338

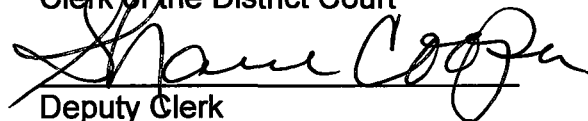
ATTORNEY FOR APPELLANT

David Gadd
Worst, Fitzgerald & Stover, PLLC
P. O. Box 1428
Twin Falls, ID 83303-1428

ATTORNEY FOR RESPONDENT

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said this
1st day of June, 2017.

KRISTINA GLASCOCK
Clerk of the District Court


Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

SAFARIS UNLIMITED, LLC,)
A Georgia Limited Liability Company,)
)
Plaintiff/Respondent,)
)
vs.)
)
MIKE VON JONES,)
)
)
Defendant/Appellant,)

SUPREME COURT NO. 44914-2017
DISTRICT COURT NO. CV 2013-2706

CERTIFICATE OF SERVICE

I, KRISTINA GLASCOCK, Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, do hereby certify that I have personally served or mailed, by United States Mail, one copy of the CORRECTED AUGMENTED CLERK'S RECORD and REPORTER'S TRANSCRIPT to each of the Attorneys of Record in this cause as follows:

Theodore Larsen
Williams, Meservy & Lothspeich, LLP
P. O. Box 168
Jerome, ID 83338

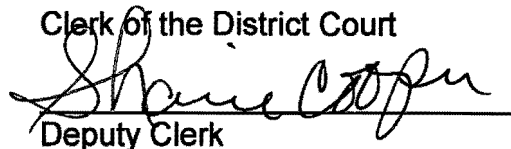
ATTORNEY FOR APPELLANT

David Gadd
Worst, Fitzgerald & Stover, PLLC
P. O. Box 1428
Twin Falls, ID 83303-1428

ATTORNEY FOR RESPONDENT

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said this 6th day of July, 2017.

KRISTINA GLASCOCK
Clerk of the District Court


Deputy Clerk