

MICHAEL BEEDE, Esq.
Nevada Bar No. 13068
ZACHARY CLAYTON, Esq.
Nevada Bar No. 13464
Law Office of Michael Beede
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
Attorney for Appellant

Electronically Filed
Dec 23 2015 02:16 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF FREI
IRREVOCABLE TRUST DATED
OCTOBER 29, 1996.

Supreme Court No. 68029
District Court Case No. P065257

STEPHEN BROCK

Appellants,

v.

PREMIER TRUST, INC.; LAWRENCE
HOWE; AND ELIZABETH MARY
FREI,

Respondents.

APPEAL

**APPELLANT'S APPENDIX OF EXHIBITS
VOLUME I
FIT 00001 – 00165**

TABLE OF CONTENTS FOR EXHIBITS

Exhibit No.	Document Title	Bates No.
VOL. I		
1	Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust	FIT00001- FIT00012
1.A	Order Granting Probate Commissioner's Report and Recommendation Regarding Petition for Order Reforming Terms of Trust	FIT00013- FIT00025
1.B	Demand Letter, Dated September 8, 2014, from the Trustees of the Emil Frei Trust to Premier Trust	FIT00026- FIT00027
1.C	Order Approving Settlement Agreement	FIT00028- FIT00064
1.D	Notice of Removal of Trustee of the Frei Irrevocable Trust, dated October 29, 1996	FIT00065- FIT00067
1.E	Acknowledgment of the Delivery of the Notice of Removal of Trustee by Premier Trust, Inc.	FIT00068- FIT00069
2	Notice of Hearing on Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust	FIT00070- FIT00072
3	Notice of Election to Have Matter Heard by the Probate Judge	FIT00073
4	Notice of Appearance (Premier Trust, Inc.)	FIT00074- FIT00075
5	Notice of Appearance (Lawrence Howe and Elizabeth Frei)	FIT00076- FIT00077
6	Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust (Premier Trust, Inc.)	FIT00078- FIT00094
6.A	Order Granting Probate Commissioner's Report and Recommendation Regarding Petition for Order Reforming Terms of Trust	FIT00095- FIT00107
6.B	Acceptance of Trusteeship of the Frei Irrevocable Trust, Date October 29, 1996	FIT00108- FIT00113
6.C	Transcript from the March 31, 2010 Hearing in District Court Case Number A-09-588750-C before Judge Kenneth C. Cory	FIT00114- FIT00140
6.D	Order Approving Settlement Agreement	FIT00141- FIT00150
7	Joinder in Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust	FIT00151- FIT00153

Exhibit No.	Document Title	Bates No.
8	Declaration of Stephen Brock Filed 1/12/15	FIT00154-FIT00157
8.1	Email Correspondence from Stephen Brock to Premier Trust	FIT00158-FIT00160
9	Objection to Joinder in Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust (Stephen Brock)	FIT00161-FIT00162
9.1	Biography of Attorney Fredrick P. Waid, Esq. from the Hutchison & Steffen, LLC Website	FIT00163-FIT00165
VOL. II.		
10	Supplement to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust (Stephen Brock)	FIT00166-FIT00167
10.1	Frei Irrevocable Trust, dated October 29, 1996	FIT00168-FIT00276
11	Reply to Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust (Stephen Brock)	FIT00277-FIT00289
12	Reply to Stephen Brock's Objection to Joinder in Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust (Lawrence Howe and Elizabeth Frei)	FIT00290-FIT00295
VOL. III		
13	Declaration of Stephen Brock Filed 1/22/15	FIT00296-FIT00298
13.1	Frei Irrevocable Trust, dated October 29, 1996	FIT00299-FIT00407
13.2	Order Granting Probate Commissioner's Report and Recommendation Regarding Petition for Order Reforming Terms of Trust	FIT00408-FIT00420
13.3	Order Approving Settlement Agreement	FIT00421-FIT00457
13.4	Premier Trust, Inc.'s Statement of Transactions for the Frei Irrevocable Trust for the Time Period of January 1, 2014, Through December 31, 2014	FIT00458-FIT00466
14	Premier Trust's Supplement to Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm	FIT00467-FIT00488

Exhibit No.	Document Title	Bates No.
	Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust (Premier Trust)	
14.A	Transcript from the March 31, 2010 Hearing in District Court Case Number A-09-588750-C before Judge Kenneth C. Cory	FIT00489-FIT00515
14.B	Petition to Approve Settlement Agreement	FIT00516-FIT00518
14.C	Affidavit of Mark Dreschler in Support of Premier Trust's Supplement to Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust	FIT00519-FIT00524
14.D	Copies of the Communications Sent by Premier Trust to the Trust Beneficiaries and the Attachments Therewith	FIT00525-FIT00537
14.E	Affidavit of Heather St. John in Support of Premier Trust's Supplement to Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust	FIT00538-FIT00540
14.F	Affidavit of Beth Marchiano in Support of Premier Trust's Supplement to Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust	FIT00541-FIT00543
VOL. IV		
15	Supplemental Brief in Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust (Lawrence Howe and Elizabeth Mary Frei)	FIT00544-FIT00550
15.A	Affidavits of Beneficiaries Who Received the Notices from Premier Trust Regarding the Trust Distributions Including the Distribution of Stephen Brock's Interest	FIT00551-FIT00577
16	Errata to Supplemental Brief in Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust (Lawrence Howe and Elizabeth Mary Frei)	FIT00578-FIT00580
16.A	Alice Frei's Affidavit	FIT00581-FIT00583
17	Supplemental Reply to Supplemental Oppositions of Premier Trust and Lawrence Howe and Elizabeth Mary Frei to The Petition to Construe	FIT00584-FIT00598

Exhibit No.	Document Title	Bates No.
	Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust (Stephen Brock)	
18	Transcript of Proceedings 1/26/15	FIT00599-FIT00703
19	Findings of Fact and Conclusions of Law	FIT00704-FIT00713
20	Notice of Entry of Findings of Fact and Conclusions of Law	FIT00714-FIT00715
20.A	Findings of Fact and Conclusions of Law	FIT00716-FIT00726
21	Notice of Appeal	FIT00727-FIT00729

CERTIFICATE OF SERVICE

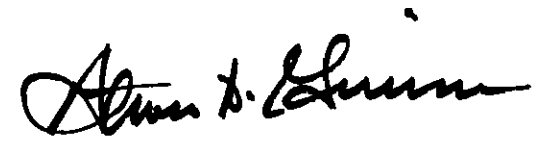
I HEREBY CERTIFY that on the 23rd day of December, 2015, I served and hand delivered a true and correct copy of the foregoing **APPELLANT'S APPENDIX OF EXHIBITS, VOLUME I**, to:

RICHARD CHATWIN, Esq.
2450 St. Rose Pkwy., Suite 200
Henderson, Nevada 89074
Attorney for Respondent, Premier Trust, Inc.

MICHAEL WALL, Esq.
10080 W. Alta Drive, Suite 200
Las Vegas, NV 89145
*Attorney for Respondents,
Lawrence Howe and Elizabeth*

/s/ Amanda Abril

An employee of the Law Office of Mike Beede


CLERK OF THE COURT

PET
JONATHAN W. BARLOW
Nevada Bar No. 9964
CLEAR COUNSEL LAW GROUP
50 S. Stephanie St., Ste. 101
Henderson, NV 89012
(702) 476-5900
(702) 924-0709 (Fax)
jonathan@clearcounsel.com
Attorneys for Stephen Brock

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

CASE NO. P-09-065257-T

FREI IRREVOCABLE TRUST, dated
October 29, 1996.

DEPARTMENT: 26

**PETITION TO CONSTRUE TERMS OF TRUST, TO COMPEL COMPLIANCE WITH
TERMS OF TRUST, TO CONFIRM REMOVAL OF TRUSTEE, TO COMPEL REDRESS
OF BREACH OF FIDUCIARY DUTIES, AND TO RELEASE JURISDICTION OF THE
TRUST**

Stephen Brock ("Petitioner"), by and through his attorneys of record of the law firm Clear Counsel Law Group, hereby petitions the Court to construe the terms of the trust, to compel compliance with the terms of the trust, to confirm the removal of the trustee of the Trust, to compel redress of breaches of fiduciary duties, and to then release jurisdiction of the Trust, as follows:

Background Facts

1. By Order of this Court entered in this case on June 12, 2009, this Court assumed jurisdiction of the Frei Irrevocable Trust, dated October 29, 1996 (the "Trust").¹ A copy of the

¹ The Trust was erroneously referred to as the Frei Joint Irrevocable Trust in earlier filings in this matter. The correct name of the Trust is the Frei Irrevocable Trust. See Article One, Section 2 of the Trust.

1 Trust will be submitted in camera for this Court's review. The Court has not released jurisdiction
2 of the Trust. A copy of the June 12, 2009, Order is attached as Exhibit A.

3 2. Emil Frei, III ("Dr. Frei"), and Adoria B. Frei ("Adoria") created the Trust as the
4 settlors of the Trust on October 29, 1996. (Dr. Frei and Adoria are collectively referred to as the
5 "Settlors".) The Settlers designated Emil Frei, IV, and Peter Augustine Brock as the initial
6 trustees of the Trust. See Art. One, §1 of the Trust. At some point thereafter, the Settlers
7 transferred to the Trust the Settlers' interest in a joint survivor life insurance policy through
8 Transamerica Insurance and Investment Group insuring the joint lives of Dr. Frei and Adoria with
9 a face amount death benefit of \$7,000,000 (the "Transamerica policy").

10 3. The Settlers expressly declared the Trust to be irrevocable and retained no right,
11 title, or interest in the income or principal of the Trust. See Art. One, §§3-4 of the Trust.

12 4. The Settlers designated their ten children as the beneficiaries of the Trust (five of
13 the children are Dr. Frei's children, and five of the children are Adoria's children). See Art.
14 Three, §1 of the Trust.

15 5. Adoria died on January 28, 2009. Dr. Frei died on April 30, 2013.

16 6. Following Dr. Frei's death, the trustees of the Trust obtained the proceeds from the
17 Transamerica policy with a total death benefit of approximately \$7.5 million.

18 7. Upon information and belief, at some point Emil Frei, IV, resigned or was
19 removed as trustee of the Trust and was replaced by Premier Trust, Inc., as successor co-trustee.
20 Upon information and belief, Peter Augustine Brock continues to serve as a co-trustee of the
21 Trust.

22 8. By way of this Court's June 12, 2009, Order entered in this case, the Court
23 reformed the terms of the Trust as set forth in the Order. In particular, the Court reformed Article
24 Seven, Section One of the Trust, which Section provides for the distribution of the Trust upon the

1 death of the surviving Settlor, by reducing the redundant provisions of the original Article Seven,
2 Section One with a uniform provision that applied to all beneficiaries of the Trust. (The
3 reformation reduces this Section of the Trust from fifty-one pages of text to approximately four
4 pages of text.)

5 9. Though the majority of the reformed Article Seven, Section One is essentially
6 identical in function with the original provision, the purpose of the reformed provision is to add in
7 a right of the beneficiaries to elect in writing to require the trustees to terminate that beneficiary's
8 share of the Trust and to then distribute all of the net income and principal of that beneficiary's
9 share of the Trust outright and free of trust. See reformed Article Seven, §1.a., as set forth in June
10 12, 2009, Order. If the beneficiary does not provide such a written election, the trustees are to
11 continue to hold the Trust share for such beneficiary and administer and distribute the Trust share
12 as set forth in the remaining provisions of Section 1 of Article Seven. Id.

13 10. Upon information and belief, the proceeds from the Transamerica policy were
14 allocated in full to the Exempt Shares of the Trust. The distribution of the Exempt Shares is
15 governed by Article Seven, §1.b. of the Trust (as reformed). In particular, for such shares as are
16 retained in Trust for a beneficiary, the trustees are granted discretion to distribute the net income
17 and the principal to or for the benefit of the beneficiary for the beneficiary's education, health,
18 maintenance, and support. See Art. Seven, §1.b.1.-2. of the Trust. The beneficiary of the share is
19 not granted any right to compel or direct distributions from the share held for such beneficiary.

20 11. Upon information and belief, following Dr. Frei's death all nine of the other
21 beneficiaries of the Trust, with the exception of Petitioner, elected to receive distribution in full of
22 their respective shares of the Trust, or the trustees of the Trust have made distribution in full of
23 the other nine beneficiaries' shares of the Trust. Upon information and belief, the trustees may
24

1 have retained a small reserve for final administrative expenses and taxes, if any, which amount is
2 being held in an administrative account and not in separate shares for the other nine beneficiaries.

3 12. Petitioner has not elected to receive distribution in full of his respective share of
4 the Trust. Thus, Petitioner's share of the Trust remains held in the Trust to be held, administered,
5 and distributed pursuant to the terms of Article Seven, Section 1 of the Trust (as reformed).

6 13. However, Premier Trust has paid \$300,000 without Petitioner's consent or
7 knowledge from Petitioner's share of the Trust to purported creditors of Petitioner.

8 14. Upon information and belief, approximately \$450,000 remains held in Petitioner's
9 share of the Trust.

10 15. Premier Trust is a Nevada entity doing business in Nevada, maintains all of the
11 assets of the Trust within the State of Nevada, maintains the records of the Trust in Nevada, has
12 authority to prepare tax returns for the Trust, and is otherwise administering the Trust in Nevada.

13 16. Petitioner is a Nevada resident.

14 **Petition to Construe Terms of the Trust**

15 17. Petitioner petitions the Court pursuant to NRS 153.031(1)(b) and NRS 164.015 to
16 construe the terms of the Trust. Specifically, Petitioner requests that the Court confirm that the
17 Trust itself and specifically Petitioner's share of the Trust is a spendthrift trust under NRS 166.

18 18. Nevada law provides for and protects the use of a "spendthrift trust," which is "a
19 trust in which by the terms thereof a valid restraint on the voluntary or involuntary transfer of the
20 interest of the beneficiary is imposed." NRS 166.020.

21 19. Nevada law further provides the manner in which a spendthrift trust may be
22 created, stating, "Any person competent by law to execute a will or deed may, by writing only,
23 duly executed, by will, conveyance or other writing, create a spendthrift trust in real, personal or
24 mixed property for the benefit of: (a) A person other than the settlor" NRS 166.040(1).

Furthermore, no specific language must be used to create a spendthrift trust, so long as “by the terms of the writing ... the creator manifests an intention to create such a trust.” NRS 166.050.

20. In this situation, the Settlers clearly manifested their intention to create a trust that imposes a valid restraint on the voluntary or involuntary transfer of Petitioner’s interest in the Trust. In particular, the Settlers clearly stated,

To the fullest extent permitted by law, the interests of all of the beneficiaries in the various trusts and trust property subject to this agreement shall not be alienated, pledged, anticipated, assigned, or encumbered unless specifically authorized by the terms of this agreement.

Such interests shall not be subject to legal process or to the claims of any creditors while such interests remain trust property.

See Art. Thirteen, §3 of the Trust.

21. By this provision, the Settlers made clear that a beneficiary of the Trust (such as Petitioner) has no power to alienate, pledge, anticipate, assign, or encumber his interest under the Trust. The Settlers further made it clear that Petitioner’s interest in the Trust cannot be subject to creditors while Petitioner’s interest remains in the Trust.

22. The Settlers further complied with NRS 166.040(1) by creating the Trust in writing, by conveying personal property to the Trust, and by making the Trust for the benefit of Petitioner (a person other than the Settlers).

23. Petitioner, therefore, petitions the Court to determine the construction of the Trust and to declare that the Trust is a valid spendthrift trust under Nevada law, and that, more specifically, Petitioner’s interest in his share of the Trust is held as a spendthrift trust under Nevada law.

Petition to Compel Compliance with the Terms of the Trust

24. Petitioner petitions the Court pursuant to NRS 153.031(1)(q) and NRS 164.015 to compel the trustees of the Trust to comply with the terms of the Trust by defending the spendthrift nature of the Trust against Petitioner's creditors.

25. Nevada law does not allow the trustee of a spendthrift trust any discretion to ignore the spendthrift nature of the trust. "The trustee of a spendthrift trust is **required to disregard and defeat** every assignment or other act, voluntary or involuntary, that is attempted contrary to the provisions of this chapter." NRS 166.120(4) (emphasis added).

26. A spendthrift trust under Nevada law restrains and prohibits generally the assignment, alienation, acceleration and anticipation of any interest of the beneficiary under the trust by the voluntary or involuntary act of the beneficiary, or by operation of law or any process or at all. **The trust estate, or corpus or capital thereof, shall never be assigned, aliened, diminished or impaired** by any alienation, transfer or seizure so as to cut off or diminish the payments, or the rents, profits, earnings or income of the trust estate that would otherwise be currently available for the benefit of the beneficiary.

NRS 166.120(1) (emphasis added).

27. Importantly, NRS 166 does not provide any exceptions to the protections provided by spendthrift trusts for any type or class of creditors. In short, there are no "exception creditors" in Nevada.

28. As such, Petitioner seeks an order of this Court in general compelling the trustees of the Trust to "disregard and defeat" any attempted assignment, alienation, acceleration, or anticipation of Petitioner's interest in the Trust and to compel the trustees of the Trust to defend the Trust against any attempts to attach Petitioner's interest under the Trust.

29. In particular, Petitioner seeks a specific order of the Court compelling the trustees of the Trust to "disregard and defeat" a demand made by the trustees of the Emil Frei, III Trust – 1999 (the "Emil Frei Trust") for immediate distribution of over \$432,000 in satisfaction of

1 amounts allegedly due and payable from Petitioner. A copy of a demand letter, dated September
2 8, 2014, from the trustees of the Emil Frei Trust to Premier Trust is attached as Exhibit B.

3 30. The trustees of the Emil Frei Trust allege that Petitioner is indebted to them for
4 amounts allegedly due and unpaid pursuant to a Settlement Agreement approved by Order of this
5 Court entered on June 18, 2010, in case number P-09-065235-E. A copy of the Order Approving
6 Settlement Agreement is attached as Exhibit C.

7 31. Under the Settlement Agreement and in resolution of highly disputed claims
8 against Petitioner, Petitioner agreed to pay certain sums of money to the Emil Frei Trust as set
9 forth in the Settlement Agreement. The Settlement Agreement further provides, "Said amount
10 shall be secured by Stephen Brock's interest in The Frei Irrevocable Trust, dated October 29,
11 1996 ..., which shall not be disclaimed by Stephen Brock." See Exh. C, p. 2, l. 27 – p.3, l. 1.

12 32. On the basis of the attempted pledge of Petitioner's interest in the Trust as set forth
13 in the Settlement Agreement, the trustees of the Emil Frei Trust assert that the trustees of the
14 Trust are required to distribute money from Petitioner's share of the Trust in satisfaction of
15 Petitioner's alleged debt to the Emil Frei Trust.

16 33. The Court, however, must compel the trustees of the Trust to "disregard and
17 defeat" such a demand. As set forth above, the Trust itself states that Petitioner's interest in the
18 Trust "shall not be alienated, pledged, anticipated, assigned, or encumbered." See Art. Thirteen,
19 §3 of the Trust. The Trust clearly provides that Petitioner's interest in the Trust "shall not be
20 subject to legal process or to the claims of any creditors." Id.

21 34. Furthermore, Nevada law clearly prohibits any attempt to assign, alienate, pledge,
22 or otherwise encumber Petitioner's interest in the Trust whether by "voluntary or involuntary act
23 of" Petitioner. NRS 166.120(1). Thus, even if Petitioner voluntarily consented to the attempted
24

1 assignment or pledge of his interest in the Trust as set forth in the Settlement Agreement, such an
2 assignment or pledge is clearly prohibited and is, therefore, void ab initio.

3 35. In addition, it is of no consequence that the attempted pledge of the interest is
4 contained in the Order Approving Settlement Agreement. In particular, the language on which the
5 trustees of the Emil Frei Trust rely does not allow the trustees to invade the principal of the Trust
6 in order to pay Petitioner's creditors. As noted, the Settlement Agreement provides, "Said amount
7 shall be secured by Stephen Brock's interest in The Frei Irrevocable Trust, dated October 29,
8 1996 ..., which shall not be disclaimed by Stephen Brock." See Exh. C, p. 2, l. 27 – p.3, l. 1.

9 36. This question is easily disposed of by understanding the nature of Petitioner's
10 interest in the Trust. Petitioner's only interest in the Trust is as a beneficiary of the Trust.
11 Petitioner has no authority to compel distributions from the Trust or to order the trustees of the
12 Trust to make distribution to him or for his benefit. Petitioner's only interest in the Trust is to the
13 extent that the trustees of the Trust exercise their discretion and distribute income or principal
14 directly to Petitioner.

15 37. Thus, the provision of the Settlement Agreement providing that Petitioner's
16 obligations should be secured by his interest in the Trust should be interpreted either (a) as an
17 invalid and void attempted assignment or pledge of Petitioner's interest in the Trust, or (b)
18 confined only to security on those amounts of the Trust distributed directly to Petitioner.

19 38. Petitioner, therefore, petitions the Court to compel the trustees of the Trust to
20 comply with the terms of the Trust and with Nevada law by disregarding and defeating the
21 demand made upon the trustees by the Emil Frei Trust and by refusing to pay any amount from
22 Petitioner's share of the Trust to the Emil Frei Trust.

23 39. Petitioner further petitions the Court to declare that the attempted pledge of
24 Petitioner's interest in the Trust by way of the Settlement Agreement is void ab initio and that

Petitioner does not have and never has had the right or ability under the Trust to assign, alienate, accelerate, or anticipate his interest under the Trust, including by way of the Settlement Agreement.

Petition to Confirm Removal of Trustee or, in the Alternative, to Remove Trustee

40. Petitioner petitions the Court pursuant to NRS 153.031(1)(k) and NRS 164.015 to confirm the removal of Premier Trust, Inc., as trustee of the Trust, or in the alternative, to remove Premier Trust, Inc., as trustee of the Trust.

41. Upon information and belief, Petitioner is the only current income beneficiary of the Trust and, as such, is entitled to remove a trustee of the Trust for any reason, with or without cause, by delivery of written notice to the trustee of the removal. See Art. Ten, §2 of the Trust.

42. On November 13, 2014, Petitioner caused a Notice of Removal of Trustee to be hand delivered to Premier Trust. A copy of the Notice of Removal is attached as Exhibit D, and an Acknowledgment of the delivery is attached as Exhibit E.

43. Petitioner asserts that delivery of the Notice of Removal is sufficient to cause the removal of Premier Trust and that Petitioner need not obtain further confirmation from this Court. However, upon information and belief, Premier Trust has taken the position that it has not been removed as trustee of the Trust and that it may continue to act as trustee of the Trust.

44. Petitioner, therefore, petitions the Court pursuant to NRS 153.031(1)(k) and NRS 164.015 to confirm that Premier Trust has been removed as trustee of the Trust.

45. In the alternative, Petitioner petitions the Court pursuant to NRS 153.031(1)(k) and NRS 164.015 to remove Premier Trust as trustee of the Trust for its egregious breach of its fiduciary duty to Petitioner.

46. As set forth above, Petitioner's share of the Trust is held as a spendthrift trust. Despite this fact, Premier Trust has openly violated its fiduciary duties under the Trust and its

1 statutory duty to “disregard and defeat every assignment or other act, voluntary or involuntary,
2 that is attempted contrary to the provisions of [NRS 166].” NRS 166.120(4).

3 47. In particular, after Dr. Frei’s death and after collecting the proceeds of the
4 Transamerica policy, Premier Trust paid **\$300,000** from Petitioner’s share of the Trust to the
5 trustees of the Emil Frei Trust without Petitioner’s knowledge or consent! Upon information and
6 belief, Premier Trust would have continued to pay additional amounts to Petitioner’s purported
7 creditor but for Petitioner discovering Premier Trust’s blatant breach of trust and inquiring about
8 Premier Trust’s authority to have made such payments.

9 48. To exacerbate Premier Trust’s violation of its fiduciary duties under the Trust and
10 its statutory duties as trustee of a spendthrift trust, Premier Trust has threatened to expose the
11 remaining assets in Petitioner’s share of the Trust to the claims of Petitioner’s creditors by
12 threatening to interplead the remaining assets of the Trust. Any interpleader of the assets held in
13 the Trust would take the assets out of the Trust and would immediately subject such assets to the
14 claims of Petitioner’s creditors and legal process in violation of Premier Trust’s fiduciary duties
15 and statutory duties. It is hardly plausible that Premier Trust with its extensive experience in
16 administering trusts and with the benefit of the advice of competent legal counsel would find
17 interpleader to be an appropriate method of resolving this situation. The mere suggestion of
18 interpleader, rather than seeking this Court’s instruction under NRS 164 and 153, evidences
19 Premier Trust’s unfathomable breach of its fiduciary duties to Petitioner.

20 49. Further compounding Premier Trust’s breach of its fiduciary duties, Premier Trust
21 has breached its duty of impartiality by favoring other beneficiaries of the Trust over Petitioner
22 and by treating Petitioner in a disparate manner from the other beneficiaries of the Trust. In
23 particular, the trustees of the Emil Frei Trust, who have made demand upon Premier Trust against
24 Petitioner’s share of the Trust and to whom Premier Trust has paid \$300,000 from Petitioner’s

1 share of the Trust, happen to also be a beneficiary of the Trust (Elizabeth Mary Frei) and the
2 spouse of another beneficiary of the Trust (Lawrence Howe, married to beneficiary Judith Frei-
3 Howe).

4 50. Premier Trust's egregious breach of its fiduciary and statutory duties by paying
5 \$300,000 to the Emil Frei Trust without any authority to do so warrants the immediate removal of
6 Premier Trust as trustee of the Trust. Petitioner, therefore, petitions the Court to order the removal
7 of Premier Trust (to the extent that Petitioner's Notice of Removal is insufficient).

8 **Petition to Redress Breach of Fiduciary Duty**

9 51. Petitioner also petitions the Court pursuant to NRS 153.031(1)(m) and NRS
10 164.015 to compel Premier Trust to redress its breaches of fiduciary duty.

11 52. In particular, Petitioner petitions the Court to order Premier Trust to pay \$300,000,
12 plus pre- and post-judgment interest as allowed by law, to the Trust to be held as part of
13 Petitioner's share of the Trust.

14 53. Petitioner further petitions the Court pursuant to NRS 153.031(3)(a) to reduce
15 Premier Trust's trustee fee it has received or may receive for the administration of Petitioner's
16 share of the Trust to \$0 and to order Premier Trust to disgorge and return to Petitioner's share of
17 the Trust any trustee fees previously paid to Premier Trust for the administration of Petitioner's
18 share of the Trust.

19 54. Petitioner further petitions the Court pursuant to NRS 153.031(3)(b) to order
20 Premier Trust to pay all of Petitioner's attorneys' fees and costs incurred in bringing this Petition
21 and that Premier Trust be held personally liable for such payment due to its egregious breach of
22 its fiduciary duties in this case.

DATED this 18th day of November, 2014.


Attorneys for Stephen Brock

EXHIBIT “A”

ORIGINAL

FILED

JUN 12 11 22 AM '09


CLERK OF THE COURT

5-1
1 **ORDR**

2 DANIEL V. GOODSSELL, ESQ.

3 Nevada Bar No: 7356

4 MICHAEL A. OLSEN, ESQ.

5 Nevada Bar No: 6076

6 JENNIFER L. MICHELI, ESQ.

7 Nevada Bar No. 11210

8 **GOODSELL & OLSEN**

9 10155 W. Twain Ave., Suite 100

10 Las Vegas, Nevada 89147

11 Telephone (702) 869-6261

12 Facsimile (702) 869-8243

13 dan@goodsellolsen.com

14 mike@goodsellolsen.com

15 jennifer@goodsellolsen.com

16 Attorneys for Petitioner

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 In the Matter of

) Case No: P -09-065257

) Dept. No: PCI

)

20 FREI JOINT IRREVOCABLE TRUST

)

21 DATED OCTOBER 29, 1996

)


) Hearing Date: 05/01/09

) Hearing Time: 9:30 A.M.

)

22 **ORDER**

23 The Court having reviewed the Probate Commissioner's Report and
24 Recommendation Regarding Petition For Order Reforming Terms of Trust entered May 20, 2009
25 prepared by the Probate Commissioner and attached hereto, and good cause appearing therefore,
26 it is hereby ordered as follows:

27 

The parties having waived the right to object thereto.

No timely objections having been filed thereto.

28 Having received the objections having been filed thereto and the written

GOODSELL & OLSEN
ATTORNEYS AT LAW
10155 W. TWAIN AVE., SUITE 100, LAS VEGAS, NV 89147
(702) 869-6261 TEL - (702) 869-8243 FAX

arguments in support of said objections, and good cause appearing,

✓
IT IS HEREBY ORDERED the Commissioner's Report and Recommendations
are affirmed and adopted.

IT IS HEREBY ORDERED the Commissioner's Report and Recommendations
are affirmed and adopted as modified in the manner as set forth in the attachment
hereto.

IT IS HEREBY ORDERED that a hearing on the Commissioner's Report is set
for the ____ day of ____, 2009.

DATED this 10th day of June, 2009.


DISTRICT COURT JUDGE 

I hereby certify that on the date filed, copies of this order were served by placing copies in the
attorney's folders or mailing to parties in proper person at the following address(es):

Court Clerk

Submitted by:

GOODSELL & OLSEN


DANIEL V. GOODSSELL, ESQ.

Nevada Bar No: 7356

JENNIFER L. MICHELI, ESQ.

Nevada Bar No. 11210

10155 W. Twain Ave., Suite 100

Las Vegas, Nevada 89147

Telephone (702) 869-6261

Facsimile (702) 869-8243

Attorneys for Petitioner

FILED

MAY 20 11 40 AM '09

[Signature]
CLERK OF THE COURT

RAR
DANIEL V. GOODSSELL, ESQ.
Nevada Bar No: 7356
MICHAEL A. OLSEN, ESQ.
Nevada Bar No: 6076
JENNIFER L. MICHELI, ESQ.
Nevada Bar No. 11210
GOODSELL & OLSEN
10155 W. Twain Ave., Suite 100
Las Vegas, Nevada 89147
Telephone (702) 869-6261
Facsimile (702) 869-8243
dan@goodsellolsen.com
mike@goodsellolsen.com
jennifer@goodsellolsen.com
Attorneys for Petitioner

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of	)	Case No: P -09-065257
	)	Dept. No: PCI
)	
FREI JOINT IRREVOCABLE TRUST)	
DATED OCTOBER 29, 1996)	
	)	Hearing Date: 05/01/09
	)	Hearing Time: 9:30 A.M.
)	

**PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION
REGARDING PETITION FOR ORDER REFORMING TERMS OF TRUST**

STEPHEN M. BROCK's Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29, 1996, for an Order Assuming Jurisdiction Over the Trust, and for an Order Reforming the Terms of the Trust having come on regularly for hearing before the Probate Commissioner of the Eighth Judicial District Court of Clark County, State of Nevada, and the Probate Commissioner having reviewed the pleadings and papers on file herein, and having heard the arguments of legal counsel representing the parties, and the Probate Commissioner

1 acting as a special master herein as provided under NRCP 53, hereby makes the following
2 findings and recommendations:

3
4 **I. PARTIES REPRESENTED AND PLEADINGS FILED**

5 The Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29,
6 1996, for an Order Assuming Jurisdiction Over the Trust, and for an Order Reforming the Terms
7 of the Trust filed by STEPEHN M. BROCK (hereafter referred to as the "Petitioner"), the
8 Opposition to Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29,
9 1996, for an Order Assuming Jurisdiction Over the Trust, and for an Order Reforming the Terms
10 of the Trust filed by EMIL FREI, III (hereinafter referred to as "Dr. Frei"); and Reply to
11 Opposition to Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29,
12 1996, for an Order Assuming Jurisdiction Over the Trust and for an Order Reforming the Terms
13 of the Trust filed by Petitioner; came on regularly before the Probate Commissioner on May 1,
14 2009 at 9:30 p.m., wherein Daniel V. Goodsell, Esq. and Michael A. Olsen, Esq. of the law firm
15 GOODSELL & OLSEN appeared and on behalf of the Petitioner; and Elliot S. Blut, Esq. of the
16 law firm BLUT & CAMPAIN appeared on behalf of Dr. Frei.

17
18
19 **II. FINDINGS OF FACT**

20 The Probate Commissioner, after reviewing all pleadings and after hearing oral
21 arguments by counsel in this matter, being fully advised in the premises, and good cause
22 appearing, hereby finds as follows:

- 23
- 24 1. That Dr. Frei and ADORIA S. FREI ("Mrs. Frei") were the Trustors of the
25 Frei Joint Revocable Trust dated October 29, 1996 (the "Trust").
 - 26 2. That ADORIA S. FREI died on January 28, 2009, thus leaving Dr. Frei as
27 the sole surviving Trustor of the Trust.
- 28

1 3. That EMIL FREI, IV and PETER AUGUSTINE BROCK are named in
2 the Trust to be co-trustees to the Trust.

3 4. That the co-trustees of the Trust have conducted business in the State of
4 Nevada.
5

6 5. That the United States Federal District Court of Nevada previously
7 assumed jurisdiction over the trust in case no. 2:08-cv-00371-RCJ-RJJ, captioned *Emil Frei, III,*
8 *et. al. v. The Advanced Strategies Group, Inc, et. al.*, which included as parties to the action Dr.
9 Frei, Mrs. Frei and both co-trustees to the Trust.
10

11 6. That upon a verbal report by FREDRICK P. WAID, in his capacity as the
12 guardian *ad litem* to Dr. Frei, Dr. Frei desires to reform the Trust as requested by Petitioner
13 herein to ameliorate the conflict among his family members.

14 7. That the only objection raised by any party to the reformation of the Trust
15 was Dr. Frei's allegation that this Court did not have jurisdiction over the Trust.
16

17 **III.**
18 **RECOMMENDATIONS**

19 Accordingly, the Probate Commissioner hereby makes the following
20 Recommendations having been fully advised in the premises, and good cause appearing
21 therefore,
22

23 **IT IS HEREBY RECOMMENDED** that this Court assume general jurisdiction
24 over the matter under the provisions of NRS 164.010 on the basis that the co-trustees of the Trust
25 have conducted business in the State of Nevada and have also sought to have the United State
26 Federal District Court in and for the State of Nevada assume jurisdiction over the Trust in a
27 separate civil action that was pending prior to this action.
28

1 **IT IS FURTHER RECOMMENDED** that EMIL FREI, IV and PETER
2 AUGUSTINE BROCK should be confirmed as the co-trustees of the Trust.

3 **IT IS FURTHER RECOMMENDED** that this Court should assume jurisdiction
4 over the Trust as a proceeding *in rem* as provided under NRS 164.010.
5

6 **IT IS FURTHER RECOMMENDED** that the Petition to Confirm Trustees of
7 the Frei Joint Irrevocable Trust dated October 29, 1996, for an Order Assuming Jurisdiction Over
8 the Trust, and for an Order Reforming the Terms of the Trust should be GRANTED and Section
9 1 of Article Seven of the Trust should be restated in its entirety as follows:
10

11 **Article Seven**

12 **Distribution of Our Trust Property**

13 **Section 1. Distribution of Trust Shares for Each Child**

14 The Exempt Share and the Non-Exempt Share of each child of ours who shall
15 then be living shall be administered and distributed as follows:

16 **a. Distribution of Both Exempt Share and Non-Exempt Share Upon Election of**
17 **Child**

18 Upon an election in writing by any child of ours delivered to our Trustee, the trust
19 share set aside for such child shall forthwith terminate and our Trustee shall distribute
20 all undistributed net income and principal to such child outright and free of the trust.
21 In the absence of such an election, the trust share set aside for such child shall be
22 administered and distributed as provided in subparagraphs b. and c. below of this
23 Section 1.

24 **b. Distribution of Exempt Share**

25 The undistributed Exempt Share for any child of ours shall be held in trust and
26 administered and distributed as follows:

27 **1. Distributions of Net Income of the Exempt Share**

28 Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit
of, a child or ours as much of the net income from such child's Exempt Share as
our Trustee deems advisable for the education, health, maintenance, and support
of the child.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, any child of ours as much of the principal from such child's Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of the child.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to any child or ours, it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to such child, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the child which arise outside of this agreement and are known to our Trustee, and also the income and principal available to the child from the child's Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of the child prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of the Child

Upon the death of any child of ours, any property in such child's Exempt Share shall be distributed to or for the benefit of the descendants of the child as the child shall appoint either by a valid last will and testament or by a valid living trust agreement. Such child may make distributions among such child's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the child shall determine. This limited testamentary power shall not be exercised in favor of the child's estate or the creditors of the child's estate.

To the extent that such child shall fail to exercise this limited testamentary power of appointment, any property in such child's Exempt Share shall be divided and allocated to the child's then living descendants, *per stirpes*, to be held and administered in a separate Exempt Shares for each of such descendant in accordance with subsection 5 below.

If such deceased child has no then living descendants, any property in such child's Exempt Share shall be divided and allocated to our then living descendants, *per stirpes*, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below. If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

1 **5. Distribution of Exempt Shares for Descendants**

2 Any Exempt Shares established pursuant to subsection 4 above or pursuant to this
3 subsection 5 shall be held and administered upon the same terms and provisions
4 set forth in this Section 1 that governed the Exempt Share for the child during the
5 child's lifetime.

6 Upon the death of any beneficiary for whom an Exempt Share shall have been
7 established pursuant to subsection 4 or this subsection 5, any property in such
8 beneficiary's Exempt Share shall be distributed to or for the benefit of the
9 descendants of such beneficiary as such beneficiary shall appoint either by a valid
10 last will and testament or by a valid living trust agreement. Such beneficiary may
11 make distributions among his or her descendants in equal or unequal amounts,
12 and on such terms and conditions, either outright or in trust, as such beneficiary
13 shall determine. This limited testamentary power shall not be exercised in favor of
14 the estate or the creditors of the estate of such beneficiary.

15 To the extent that any such beneficiary shall fail to exercise this limited
16 testamentary power of appointment, any property in the Exempt Share of such
17 beneficiary shall be divided and allocated to such beneficiary's then living
18 descendants; *per stirpes*, to be held and administered in separate Exempt Shares
19 for each of such descendants.

20 Upon the death of the descendants of such beneficiary for whom Exempt Shares
21 shall have been established, and upon the death of their descendants for whom
22 Exempt Shares shall have been established, generation to generation, until the
23 expiration of the period described in Section 2 of Article Thirteen of this
24 agreement, Exempt Shares shall be established for the descendants of a deceased
25 beneficiary, *per stirpes*, and held and administered pursuant to the provisions of
26 this subsection 5. Upon the expiration of the period described in Section 2 of
27 Article Thirteen, such shares shall be distributed as therein provided

28 If any beneficiary of an Exempt Share established pursuant to subsection 4 or this
 subsection 5 has no descendants living at his or her death, any property in the
 Exempt Share of such beneficiary shall be divided and allocated to the then living
 descendants of the marriage of the parents of such beneficiary, *per stirpes*, and, if
 there are no then living descendants of the marriage of the parents of such
 beneficiary, to the then living descendants of the deceased child of ours, *per*
 stirpes, and if there are no then living descendants of such deceased child, to our
 then living descendants, *per stirpes*, in each case to be added to the Exempt Share
 being held or administered for each of such descendants or if no Exempt Share is
 being held for a descendant, to be held for that descendant in an Exempt Share in
 accordance with this subsection 5.

 If we have no then living descendants, our Trustee shall distribute such trust
 property as provided in Article Eight of this agreement.

c. **Distribution of the Non-Exempt Share**

The undistributed Non-Exempt Share for a child of ours shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for such child shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to such child free of the trust.

2. Distribution of the Non-Exempt Share on the Death of the Child

A deceased child of ours shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, such child shall specifically refer to this power. Such child shall have the sole and exclusive right to exercise this testamentary general power of appointment. This testamentary general power of appointment specifically grants to such child the right to appoint property to such child's own estate. It also specifically grants to such child the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect. Any property in the Non-Exempt Share of such child which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of such child, *per stirpes*.

//

//

[The remainder of this page was left blank intentionally.]

//

//

//

1 If such child has no then living descendants, our Trustee shall distribute the
2 balance of the property of the Non-Exempt Share to our then living descendants,
3 *per stirpes*. If we have no then living descendants, our Trustee shall distribute the
4 remaining trust property as provided in Article Eight of this agreement.

5 DATED this 14th day of May, 2009.

6 **WESLEY F. YAMASHITA**

7 **PROBATE COMMISSIONER** *se*

8 Submitted by:

9 GOODSELL & OLSEN

10 
11 _____
12 DANIEL V. GOODSSELL, ESQ.

13 Nevada Bar No: 1356

14 MICHAEL A. OLSEN, ESQ.

15 Nevada Bar No: 6076

16 10155 W. Twain Ave., Suite 100

17 Las Vegas, Nevada 89147

18 Attorneys for Petitioner

GOODSELL & OLSEN

ATTORNEYS AT LAW
10155 W. TWAIN AVE., SUITE 100, LAS VEGAS, NV 89147
(702) 869-6261 TEL - (702) 869-8243 FAX

NOTICE

Pursuant to NRCP 53, you are hereby notified you have ten (10) days from the date you are served with the foregoing Report and Recommendation within which you may file a written objection.

I HEREBY CERTIFY that service of the foregoing Report and Recommendation was made this 20th day of May, by depositing a true and correct copy of the aforementioned document in the U.S. Mail, postage prepaid, first class mail, addressed to:

Judy Frei
839 Columbian Avenue
Oak Park, IL 60302-1557

Mary Frei
63 Park Avenue
Bedford Hills, NY 10807

Alice Frei
2401 Dorrington Street
Houston, TX 77030

Nancy Frei
12506 Queensbury
Houston, TX 77024

Emil Frei IV
3 Basswood Lane
Andover, MA 01810
John Brock
P.O. Box 127
Santa Barbara, CA 93102

Francis Brock
215 Creek Walk Drive
Walkersville, MD 21793
Peter Brock
Box 362
Garrett Park, MD 20896

Stephen Brock
5770 El Camino Road
Las Vegas, NV 89118

Vincent Brock
15549 La Subida Drive
Hacienda Heights, CA 91745

Chelsea Frei
3 Basswood Lane
Andover, MA 01810

Jeremiah Frei-Pearson
63 Park Avenue
Bedford Hills, NY 10807

Carly Frei
3 Basswood Lane
Andover, MA 01810

Helen Frei-Howe
839 Columbian Avenue
Oak Park, IL 60302-1557

Emil Frei-Howe
839 Columbian Avenue
Oak Park, IL 60302-1557

Andrew Brock
5770 El Camino Road
Las Vegas, NV 89118

Rachel Brock
5770 El Camino Road
Las Vegas, NV 89118

Emily L. Brock
215 Creek Walk Drive
Walkersville, MD 21793-6004

Anna Brock
215 Creek Walk Drive
Walkersville, MD 21793-6004

Joseph Brock
Box 362
Garrett Park, MD 20896

Michael Stephen Brock
5770 El Camino Road
Las Vegas, NV 89118

Jonathan Richard Brock
5770 El Camino Road
Las Vegas, NV 89118

Catherine Frei
12506 Queensbury
Houston, TX 77024

Jerry R. Frei
12506 Queensbury
Houston, TX 77024

Elizabeth Frei
2401 Dorrington Street
Houston, TX 77030

Nathaniel Frei-Pearson
63 Park Avenue
Bedford Hills, NY 10807

Abraham Frei-Pearson
63 Park Avenue
Bedford Hills, NY 10807
Joseph Brock
Box 362
Garrett Park, MD 20896

Daniel Brock
Box 362
Garrett Park, MD 20896
Christopher Brock
Box 362
Garrett Park, MD 20896

Elizabeth Brock
15549 La Subida Drive
Hacienda Heights, CA 91745

Timothy Brock
P.O. Box 127
Santa Barbara, CA 93102

Emily F. G. Brock
15549 La Subida Drive
Hacienda Heights, CA 91745

Peter Brock, II
Box 362
Garrett Park, MD 20896

Elliot Blut, Esq.
BLUT & CAMPAIN
2029 Century Park East, 21st floor
Los Angeles, CA 90067

Fred Waid, Esq.
Perth Consulting & Services, LLC
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145

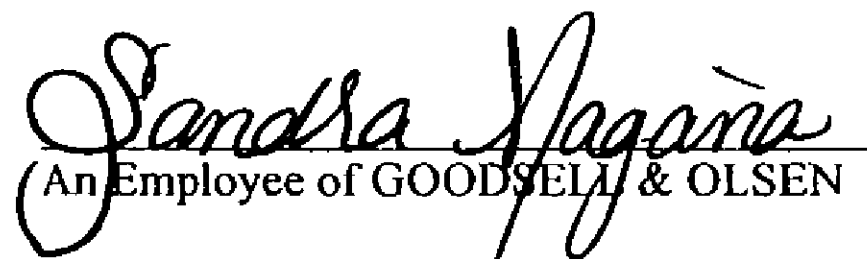

(An Employee of GOODSELL & OLSEN)

EXHIBIT “B”

Lawrence Howe, as trustee
839 Columbian Ave.
Oak Park, IL 60302

Elizabeth Frei, as trustee
63 Park Ave.
Bedford Hills, NY 10057

September 8, 2014

Mark Dreschler
President/CEO
Premier Trust
4465 S. Jones Blvd.
Las Vegas NV 89103

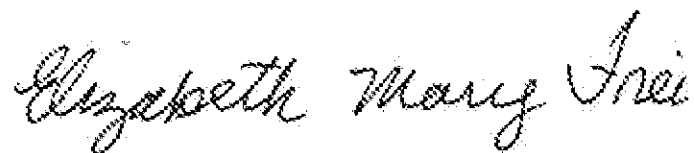
Re: Distribution from the Frei Irrevocable [Life Insurance] Trust dated
October 29, 1996 to the Emil Frei, III Trust--1999

Dear Mr. Dreschler:

As trustees of the Emil Frei, III Trust—1999, as amended (the “Emil Frei Trust”), we hereby demand that Premier Trust, as trustee of the Frei Irrevocable Life Insurance Trust dated October 29, 1996 (“ILIT”), immediately distribute the sum of \$432,662.34 to the Emil Frei Trust. This demand is made pursuant to that certain settlement agreement approved by order of the District Court of Clark County, Nevada in “In the Matter of Adoria S. Frei Trust – 1999, Case No. P-09-065235-E” (“Settlement Agreement”). This demand represents amounts otherwise payable to Stephen Brock that, pursuant to the Settlement Agreement, are to be paid to the Emil Frei Trust, including penalties and interest for previous delinquencies in payment.

The amount of the distribution represents the principal, penalties and interest payable under the Settlement Agreement. The Emil Frei Trust reserves its right to demand the payment of additional penalties and interest if payment of the said amount is not made immediately.

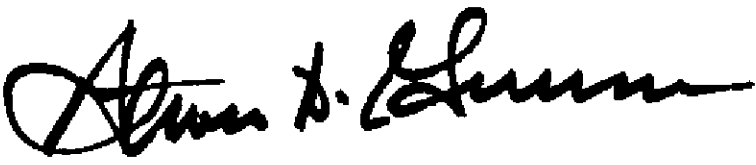
Sincerely,



As trustees

c: Angelika Kuehn, Esq.

EXHIBIT “C”



CLERK OF THE COURT

ORDER

DANA A. DWIGGINS, ESQ.

Nevada Bar No. 7049

ddwiggins@sdfnlaw.com

SOLOMON DWIGGINS FREER & MORSE, LTD.

Cheyenne West Professional Centre

9060 W. Cheyenne Avenue

Las Vegas, Nevada 89129

Telephone: (702) 853-5483

Fax: (702) 853-5485

Attorneys for STEPHEN BROCK,

Trustee of the Adoria S. Frei Trust - 1999

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of

ADORIA S. FREI TRUST - 1999, dated,
September 14, 1999

Case No.: P-09-065235-E

Dept No.: PC1

Date of Hearing: June 4, 2010

Time of Hearing: 9:30 p.m.

ORDER APPROVING SETTLEMENT AGREEMENT

This matter came on before Probate Commissioner Wesley Yamashita for a status hearing on June 4, 2010, regarding settlement between the parties relating to the Adoria Frei Trust - 1999, dated September 14, 1999, as amended, and the Estate of Adoria Frei. Dana A. Dwiggins, Esq., of the law firm SOLOMON DWIGGINS FREER & MORSE, LTD., appeared as counsel for Stephen Brock, Trustee of the Adoria Frei Trust - 1999, dated September 14, 1999, as amended; and Christopher J. Phillips, Esq., of the law firm TRENT, TYRELL & PHILLIPS, appeared as counsel for Peter Brock, the Personal Representative of the Estate of Adoria Frei. The Court hearing the representations of counsel and having reviewed the pleadings and attachments thereto, including that certain Minute Order entered by the Honorable Judge Kenneth C. Cory in Case No. A-09-588750-C, the Court finds as follows:

1. On March 31, 2010, the parties, namely Stephen Brock, individually, as the prior attorney in fact for Emil Frei, III and Adoria Frei, and as beneficiary and Successor Trustee of the Adoria Frei Trust, the Adoria Trust, and Public Company Management Corporation and its affiliates and subsidiaries, Emil Frei, III, individually and as beneficiary of the Adoria Frei Trust, beneficiary of the Estate of Adoria Frei, as Trustee and as beneficiary of the Emil Frei, III Trust, 1999 Trust, as amended ("Emil Frei Trust"), Emil

1 Frei, IV, as attorney in fact for Emil Frei, III, Lawrence Howe, individually, and Emil Frei, IV, Nancy Frei,
2 Elizabeth Frei, Judith Frei and Nancy Frei, individually and in their capacities as beneficiaries of the Emil
3 Frei Trust, reached a global settlement agreement pertaining to the instant action as well as Eighth Judicial
4 District Court Case Nos. A-09-588750-C, A-10-A609292-C and A-10-607772-C. The substantive terms
5 of the settlement agreement were placed on the record in open court before the Honorable Kenneth C. Cory
6 and became the subject of a minute order ("Settlement Agreement"). A copy of the transcript of such minute
7 order was submitted to this Court for approval. The substantive terms of the agreement are as follows:

8 a. The Emil Frei Trust shall receive assets in the total amount of \$400,000 consisting
9 of (i) the Bank of America Investment Account Nos. L56-070602 and L56-070610, less the PCMC stock
10 held in such accounts which shall be assigned to the Adoria Trust; Stephen Brock represents that such
11 account has an approximate balance of \$190,000, as of the March 2010, statement, less the value of the
12 PCMC stock; (ii) the surrender value of a New York Life Insurance Policy 43 926 238 with a death benefit
13 of \$180,000 (the current cash value of which is approximately \$140,000); and (iii) to the extent the
14 foregoing amounts are less than \$400,000, the difference in such amount shall be paid from Snell Wilmer,
15 LLP's Trust Account. All remaining amounts held in Snell Wilmer, LLP's Trust Account shall be paid to
16 the Adoria Frei Trust. Dr. Frei shall cooperate, if necessary, in surrendering the foregoing life insurance
17 policy.

18 b. Subject to Paragraph 1(d) herein, Stephen Brock, individually, will pay a total sum
19 in the amount of \$175,000 to the Emil Frei Trust. Said amount shall be treated as repayment of any loan
20 made by the Adoria Frei Trust to Stephen Brock.

21 c. Subject to Paragraph 1(d) herein, Stephen Brock, individually, will pay a total sum
22 in the amount of \$150,000 to the Emil Frei Trust and Stephen Brock, individually and/or the Adoria Frei
23 Trust will pay an additional sum of \$90,000 to the Emil Frei Trust, for a total of \$240,000.

24 d. The amounts set forth in Paragraphs 1(b) and 1(c) herein, shall be paid with interest
25 commencing on June 1, 2010, at the rate of prime interest plus one percent per annum, payable over the
26 course of three (3) years at \$5,000 per month, with the outstanding balance paid on May 31, 2013, unless
27 otherwise paid sooner. Said amount shall be secured by Stephen Brock's interest in The Frei Irrevocable
28 Trust, dated October 29, 1996 ("Joint Life Insurance Trust"), which shall not be disclaimed by Stephen

1 Brock. Stephen Brock represents that he has not previously assigned or otherwise disclaimed his interest
2 under said life insurance trust. In the event the joint life insurance policy held by the Joint Life Insurance
3 Trust is sold, then any amounts received by Stephen Brock pursuant to the terms of the Joint Life Insurance
4 Trust may, in the sole discretion of Stephen Brock, be applied to the then outstanding principal balance, or
5 in the event Stephen Brock elects not to apply such amount to the then outstanding principal, Stephen Brock
6 shall provide adequate replacement security for the then outstanding principal balance. In the event Stephen
7 Brock defaults on any payments there shall be imposed a penalty in the amount of five percent per annum
8 of such defaulted payment.

9 e. Stephen Brock, individually, will pay an additional sum in the amount of \$100,000
10 to the Emil Frei Trust. Said amount shall be repaid with interest at the rate of six percent per annum,
11 payable over the course of one (1) year at \$5,000 per month, with the first payment and interest commencing
12 on June 1, 2013, and the outstanding balance paid on May 31, 2014, unless otherwise paid sooner.

13 f. Stephen Brock, individually, will pay an additional sum in the amount of \$100,000
14 to the Emil Frei Trust. Said amount shall be repaid with interest at the rate of six percent per annum,
15 payable over the course of one (1) year at \$5,000 per month, with the first payment and interest commencing
16 on June 1, 2014, and the outstanding balance paid on May 31, 2015, unless otherwise paid sooner.

17 g. All real property held in the name of Emil Frei, III, Adoria Frei and/or the Adoria Frei
18 Trust, including but not limited to certain real property located at 5780 El Camino Road, Las Vegas, Nevada,
19 10802 Kenilworth Avenue, Garrett Park, including the home and the lot, and 401 Grosvenor Place,
20 Rockville, shall remain in the Adoria Frei Trust. The Adoria S. Frei Trust shall make reasonable efforts
21 to refinance such properties so as to remove Emil Frei, III's name from any loans thereon, if any. In the
22 event there is a foreclosure on the El Camino property that results in a deficiency judgment against Emil
23 Frei, III, individually, said amount shall be paid from Stephen Brock's interest in the Joint Life Insurance
24 Trust, which shall not be disclaimed by Stephen Brock.

25 h. Emil Frei, III shall be responsible for any and all fees and costs incurred by Fredrick
26 Waid, Esq., as the Guardian Ad Litem for Emil Frei, III, including but not limited to fees incurred by
27 Hutchison & Steffen on his behalf.

28 i. The outstanding 2008 tax liability relating to the 1040 filed on behalf of Emil Frei,

1 III and Adoria Frei shall be equally split between Emil Frei, III and the Adoria Frei Trust, provided, however,
2 that the Adoria Frei Trust shall be entitled to make payments on such tax liability.

3 j. Emil Frei, III's interest in certain litigation involving Grand Canyon Construction and
4 Development and Stagecoach Homes, LLC, in Case No. A520276, shall be assigned by Emil Frei, III to
5 Stephen Brock, individually.

6 k. Neither Emil Frei, III, Elizabeth Frei, Emil Frei, IV, Judith Frei, Lawrence Howe,
7 Nancy Frei and/or Alice Frei shall directly or indirectly disparage Stephen Brock, Public Company
8 Management Corporation, Go Public Today, or any of their affiliates or subsidiaries, and shall not file or
9 make any complaint or cause to be filed or make any complaint by any other third party with the Security
10 Exchange Commission or any other governmental agency, state or federal, relating to Public Company
11 Management Corporation, Go Public Today, or any of their affiliates or subsidiaries. Emil Frei, III,
12 Elizabeth Frei, Emil Frei, IV, Judith Frei, Lawrence Howe, Nancy Frei and/or Alice Frei additionally
13 represent that any complaints or inquiries previously made by any of them, either directly or indirectly, to
14 any other governmental agency, state or federal, will be withdrawn and no further complaints or inquiries
15 will be made by any of them, either directly or indirectly. To the extent any costs are incurred by Stephen
16 Brock, Public Company Management Corporation, Go Public Today, or any of their affiliates or subsidiaries
17 subsequent to the Settlement as a result of any complaint or inquiry made to any governmental agency, state
18 or federal, then such costs shall be deducted from the amounts owed or paid by Stephen Brock pursuant to
19 the terms of the Settlement. Any previously assessed costs are not included in this paragraph.

20 l. Except as to the terms provided herein, Stephen Brock, individually, as the prior
21 attorney in fact for Emil Frei, III and Adoria Frei, and as beneficiary and Successor Trustee of the Adoria
22 Frei Trust, any and all of his heirs, the Adoria Trust, and Public Company Management Corporation and its
23 affiliates and subsidiaries, on the one hand, and Emil Frei, III, individually and as beneficiary of the Adoria
24 Frei Trust, beneficiary of the Estate of Adoria Frei, as Trustee and as beneficiary of the Emil Frei, III Trust,
25 1999 Trust, as amended, Emil Frei, IV, as attorney in fact for Emil Frei, III, Lawrence Howe, Emil Frei, IV,
26 Nancy Frei, Elizabeth Frei, Judith Frei and Alice Frei, and any and all of their heirs, on the other hand, shall
27 be granted a full mutual general release as to one another as to any matters concerning the Adoria Frei Trust,
28 the Emil Frei Trust, Adoria Frei and/or Emil Frei, III and Case Nos. P-09-065235-E, A-09-588750-C, A-10-

1 A609292-C and A-10-607772-C.

2 m. Emil Frei, III shall waive any further interest in the Adoria Frei Trust, including any
3 right to receive an accounting of such trust, and shall no longer be considered a beneficiary.

4 n. The interest or collateral payments on the joint life insurance policy on the life of Emil
5 Frei, III held by the Joint Life Insurance Trust with a death benefit of approximately \$8 million shall be paid
6 equally by Emil Frei, III and/or any of his children, on the one hand, and the Adoria Frei Trust and/or any
7 of Adoria Frei's children, on the other hand. It is represented that the current interest and collateral
8 payments are approximately \$30,000 per year. In the event premiums are due on such policy, the parties
9 shall cooperate with one another in making such payments and the trustee(s) shall be authorized to make
10 reasonable efforts to obtain premium financing and/or other financing in order to make such payments. In
11 the event any payments due under the policy are made disproportionate by any beneficiary, then said
12 beneficiary shall be entitled to reimbursement of said amount from the gross proceeds of the life insurance
13 policy. Emil Frei, III and/or his children shall be responsible for the premium or interest payments on the
14 single life insurance policy held in The Emil Frei, III Irrevocable Trust, October 29, 1996.

15 o. All proceedings currently pending before the Probate Court relating to the Adoria Frei
16 Trust, Case No. P065235-T, shall be dismissed with prejudice.

17 p. Any and all actions initiated by and against Stephen Brock, Public Company
18 Management Corporation, Emil Frei, III and/or his children in Case Nos. A-09-588750-C, A-10-A609292-C
19 and A-10-607772-C shall be dismissed with prejudice.

20 q. Stephen Brock shall waive any and all interest in the Emil Frei Trust.

21 r. Stephen Brock, Public Company Management Corporation, NEDAB, or any of their
22 affiliates, shall not use Emil Frei, III's name or likeness in any manner.

23 s. The parties consent to the filing of petition(s) in the Probate Court, to the extent
24 necessary, to confirm the Settlement and to confirm that Stephen Brock, individually, shall not disclaim or
25 otherwise assign his interest in the Joint Life Insurance Trust.

26 t. Stephen Brock will cooperate to provide Emil Frei, III with keys to the storage
27 facilities in Nevada and Maryland that contain Emil Frei, III's personal property. Stephen Brock represents
28 that the items from Emil Frei, III's Las Vegas residence were packed by a professional moving company and

1 placed in storage and that he has not removed any items from either storage facilities. Stephen Brock
2 additionally will provide a copy of any inventory list of the storage facility to Emil Frei, III. Stephen Brock
3 represents to the best of his knowledge that a certain urn and mosaic table are contained within the Maryland
4 storage; however, he has not been to Maryland to see such items but he will contact Peter Brock to see if the
5 urn and mosaic table were taken from the condominium and placed in storage.

6 u. Stephen Brock represents that taxes were withheld from the amounts liquidated or
7 withdrawn from Jackson National Life Insurance Company and Pacific Life Annuity in 2009.

8 2. That the Estate of Adoria Frei shall be granted a full general release by Emil Frei, III, Emil
9 Frei, IV, Nancy Frei, Elizabeth Frei, Judith Frei and Nancy Frei.

10 3. The parties have engaged in substantial litigation involving the Adoria Frei Trust, and entered
11 into the Settlement Agreement to settle and compromise the issues between them.

12 4. That it is in the best interests of the Adoria Frei Trust and the Estate of Adoria Frei to enter
13 into a compromise with regard to the subject matter of the Settlement Agreement upon the terms and
14 conditions set forth herein.

15 5. That, as of June 1, 2010, Dana Dwiggins, Esq. is in the possession of a check issued by
16 Stephen Brock made payable to the Emil Frei Trust in the amount of \$5,000 and that, upon entry of this
17 Court's order, Ms. Dwiggins shall cause such check to be delivered to counsel for Emil Frei, III.

18 6. That no term of the Settlement Agreement shall be construed as a release of any claim John
19 Brock, Peter Brock, Vincent Brock and/or Francis Brock may have against Stephen Brock relating to the
20 Adoria Frei Trust and the Order of this Court further shall not operate as claim preclusion or issue preclusion
21 of any subsequent action initiated by John Brock, Peter Brock, Vincent Brock and/or Francis Brock, if any,
22 against Stephen Brock relating to the Adoria Frei Trust.

23 Good cause appearing therefore,

24 IT IS HEREBY ORDERED that the Settlement Agreement, as set forth in the Minute Order entered
25 before the Honorable Judge Kenneth C. Cory on March 31, 2010, a copy of which is attached hereto as
26 Exhibit 1 and as further set forth herein as Paragraphs 1(a) through 1(u) shall be, and is hereby, approved
27 and confirmed by this Court and the terms thereof are incorporated as a part of this Order as if fully set forth
28 herein.

1 IT IS HEREBY FURTHER ORDERED that, pursuant to the Settlement Agreement of the parties
2 as set forth in the Minute Order entered by the Honorable Judge Kenneth C. Cory on March 31, 2010,
3 Stephen Brock, individually, as the prior attorney in fact for Emil Frei, III and Adoria Frei, and as beneficiary
4 and Successor Trustee of the Adoria Frei Trust, and any and all of their heirs, the Adoria Trust, and Public
5 Company Management Corporation and its affiliates and subsidiaries, on the one hand, and Emil Frei, III,
6 individually and as beneficiary of the Adoria Frei Trust, beneficiary of the Estate of Adoria Frei, as Trustee
7 and as beneficiary of the Emil Frei, III Trust, 1999 Trust, as amended, Emil Frei, IV, as attorney in fact for
8 Emil Frei, III, Lawrence Howe, Emil Frei, IV, Nancy Frei, Elizabeth Frei, Judith Frei and Alice Frei, and
9 any and all of their heirs, on the other hand, shall be, and hereby are, granted a full mutual general release
10 as to one another as to any matters concerning the Adoria Frei Trust, the Emil Frei Trust, Adoria Frei and/or
11 Emil Frei, III and Case Nos. P-09-065235-E, A-09-588750-C, A-10-A609292-C and A-10-607772-C.

12 IT IS HEREBY FURTHER ORDERED that the Estate of Adoria Frei shall be, and is hereby,
13 granted a full release by Emil Frei, III, Emil Frei, IV, Nancy Frei, Elizabeth Frei, Judith Frei and Alice Frei.
14 as to any matters concerning the Adoria Frei Trust, the Emil Frei Trust, Adoria Frei and/or Emil Frei, III.

15 IT IS HEREBY FURTHER ORDERED that that portion of this Court's Order entered August 4,
16 2009, restraining and enjoining any and all persons from transferring, encumbering, concealing, transmuting
17 or selling the funds or proceeds of funds withdrawn from Bank of America Investment Services Brokerage
18 Account Nos. L56-070602 and L56-070610 shall be vacated.

19 IT IS HEREBY FURTHER ORDERED that Stephen Brock, on behalf of the Adoria Frei Trust
20 and/or Estate of Adoria Frei, Emil Frei, III and/or Emil Frei, IV, as the attorney in fact for Emil Frei, III, shall
21 be authorized and directed to take any and all action necessary to effectuate the terms of the Settlement
22 Agreement, including but not limited to executing any and all documents necessary in order to: (1) surrender
23 the New York Life Insurance Policy No. 43 926 283 so as to allow such amount to be paid to the Emil Frei
24 Trust; and (2) to transfer the PCMC stock held in Bank of America Investments Accounts Nos. L56-070602
25 and L56-070610 to the Adoria Frei Trust and, upon transfer of the same, to thereafter transfer Bank of
26 America Investments Accounts Nos. L56-070602 and L56-070610 to the Emil Trust.

27 IT IS HEREBY FURTHER ORDERED that, upon receipt by the Emil Frei Trust of the assets set
28 forth herein from New York Life Insurance and Bank of America Investments pursuant to the terms of the


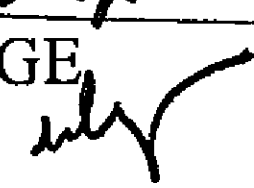
1 Settlement Agreement, counsel for Stephen Brock and counsel for Emil Frei, III, shall jointly submit an
2 instruction letter to Snell Wilmer, LLP of the amount necessary, if any, to be transferred to the Emil Frei
3 Trust pursuant to the terms of the Settlement Agreement from the amounts currently held in its trust account
4 on behalf of Emil Frei, III and/or Adoria Frei, with the balance of said trust account being transferred to the
5 Adoria Frei Trust.

6 IT IS HEREBY FURTHER ORDERED that the Petition to Compel Accounting filed by Emil Frei,
7 III shall be dismissed and any hearing on the same shall be vacated.

8 IT IS HEREBY FURTHER ORDERED that all claims asserted by the parties in the proceedings
9 involving the Adoria Frei Trust shall be dismissed with prejudice.

10 IT IS HEREBY FURTHER ORDERED that Fredrick Waid, Esq. shall be released and discharged
11 of his duties as Guardian Ad Litem for Emil Frei, III and any fees incurred by or on behalf of Fredrick Waid,
12 Esq., as Guardian Ad Litem for Emil Frei, III shall be paid by Emil Frei, III.

13 _____ DATED this 17th day of June, 2010.

14
15 
16 DISTRICT COURT JUDGE
17 

18 Submitted By:

19 SOLOMON DWIGGINS FREER & MORSE, LTD.

20 By: 

21 Dana A. Dwiggin, Esq.
22 Cheyenne West Professional Centre'
23 9060 W. Cheyenne Avenue
24 Las Vegas, Nevada 89129

25 Attorney for STEPHEN BROCK, Trustee of the
26 Adoria S. Frei Trust - 1999

Approved By:

BLUT & CAMPAIN, APC

By: _____

27 Elliot S. Blut, Esq.
28 300 S. Fourth Street, Suite 701
Las Vegas, Nevada 89101

Attorney for EMIL FREI, III

1 Settlement Agreement, counsel for Stephen Brock and counsel for Emil Frei, III, shall jointly submit an
2 instruction letter to Snell Wilmer, LLP of the amount necessary, if any, to be transferred to the Emil Frei
3 Trust pursuant to the terms of the Settlement Agreement from the amounts currently held in its trust account
4 on behalf of Emil Frei, III and/or Adoria Frei, with the balance of said trust account being transferred to the
5 Adoria Frei Trust.

6 IT IS HEREBY FURTHER ORDERED that the Petition to Compel Accounting filed by Emil Frei,
7 III shall be dismissed and any hearing on the same shall be vacated.

8 IT IS HEREBY FURTHER ORDERED that all claims asserted by the parties in the proceedings
9 involving the Adoria Frei Trust shall be dismissed with prejudice.

10 IT IS HEREBY FURTHER ORDERED that Fredrick Waid, Esq. shall be released and discharged
11 of his duties as Guardian Ad Litem for Emil Frei, III and any fees incurred by or on behalf of Fredrick Waid,
12 Esq., as Guardian Ad Litem for Emil Frei, III shall be paid by Emil Frei, III.

13 _____ DATED this _____ day of June, 2010.

14
15
16 DISTRICT COURT JUDGE

17 Submitted By:

18 SOLOMON DWIGGINS FREER & MORSE, LTD.

19 By: _____

20 Dana A. Dwiggin, Esq.
21 Cheyenne West Professional Centre
22 9060 W. Cheyenne Avenue
23 Las Vegas, Nevada 89129

24 Attorney for STEPHEN BROCK, Trustee of the
25 Adoria S. Frei Trust - 1999

17 Approved By:

18 BLUT & CAMPAIN, APC

19 By:  _____

20 Elliot S. Blut, Esq.
21 300 S. Fourth Street, Suite 701
22 Las Vegas, Nevada 89101

23 Attorney for EMIL FREI, III

Exhibit 1

ORIGINAL

Allen D. Blum

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

CLERK OF THE COURT

EMIL FREI, III

Plaintiff

CASE NO. A-588750

vs.

DEPT. NO. I

PUBLIC COMPANY MANAGEMENT
CORP., et al.

Defendant

Transcript of
Proceedings

BEFORE THE HONORABLE KENNETH C. CORY, DISTRICT COURT JUDGE

PORTION OF JURY TRIAL - DAY 3
(PLACING OF SETTLEMENT ON THE RECORD)

WEDNESDAY, MARCH 31, 2010

APPEARANCES:

FOR THE PLAINTIFF:

ELLIOT S. BLUT, ESQ.

FOR THE DEFENDANTS:

WILLIAM R. URGAS, ESQ.
DANA A. DWIGGINS, ESQ.

ALSO PRESENT:

DR. EMIL FREI, III
MS. MARY FREI

COURT RECORDER:

TRANSCRIPTION BY:

BEVERLY SIGURNIK
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

COPY

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

EMIL FREI, III

Plaintiff

vs.

PUBLIC COMPANY MANAGEMENT
CORP., et al.

Defendant
.....

CASE NO. A-588750

DEPT. NO. I

Transcript of
Proceedings

BEFORE THE HONORABLE KENNETH C. CORY, DISTRICT COURT JUDGE

PORTION OF JURY TRIAL - DAY 3
(PLACING OF SETTLEMENT ON THE RECORD)

WEDNESDAY, MARCH 31, 2010

APPEARANCES:

FOR THE PLAINTIFF:

ELLIOT S. BLUT, ESQ.

FOR THE DEFENDANTS:

WILLIAM R. URGAS, ESQ.
DANA A. DWIGGINS, ESQ.

ALSO PRESENT:

DR. EMIL FREI, III
MS. MARY FREI

COURT RECORDER:

TRANSCRIPTION BY:

BEVERLY SIGURNIK
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

1 LAS VEGAS, NEVADA, WEDNESDAY, MARCH 31, 2010, 2:20 P.M.

2 (Prior proceedings not transcribed)

3 (Jury is not present)

4 THE COURT: All right. We are on the record. My
5 understanding is there is a settlement in this case.

6 MR. BLUT: That's correct, Your Honor.

7 MR. URGAS: That is true, Your Honor. In fact, it's
8 going to be a global settlement that will relate to a case
9 that's pending in the Probate Court and also other litigation
10 that's pending in other courtrooms in the District Court here
11 between the parties. And I'm going to request that Dana
12 Dwiggins present the settlement offer, because she has spent
13 the lion's share of the time negotiating with Mr. Blut and has
14 the details.

15 THE COURT: All right. Ms. Dwiggins.

16 MS. DWIGGINS: I'm going to just review it,
17 primarily.

18 The Emil Frei, III, Trust as amended will receive
19 assets in the total amount of 400,000, consisting of certain
20 Bank of America investment accounts, less the PCMC stock which
21 is held in those accounts. The PCMC stock shall be assigned
22 to the Adoria S. Frei Trust. She'll also --

23 The Emil Frei, III, Trust shall also receive the
24 surrender value of a New York Life Insurance Policy Number
25 43926238 that has a current death benefit of 180,000 and a

1 cash value of approximately 140,000. And to the extent the
2 foregoing amounts are less than 400,000, the difference in
3 such amounts shall be paid from the funds currently held in
4 trust with Attorney Pat Byrne in his trust account.

5 Any remaining funds in that trust account shall be
6 paid over to the Adoria S. Frei Trust, and Dr. Frei shall
7 cooperate, if necessary, in surrendering the New York Life
8 Insurance policy that's referenced.

9 I guess I can't say subject to paragraph 4, can I?
10 Well, let me start -- that was paragraph 1.

11 Paragraph 2, subject to paragraph 4, Stephen Brock
12 individually will pay a total sum in the amount of \$175,000 to
13 the Emil Frei, III, Trust as amendment [sic]. Said amount
14 shall be treated as repayment of any loan made by the Adoria
15 S. Frei Trust to Stephen Brock.

16 Paragraph 3, subject also to paragraph 4, Stephen
17 Brock individually will pay a total sum of \$150,000 to the
18 Emil Frei, III, Trust, as amended, and Stephen Brock
19 individually and/or the Adoria S. Frei Trust will pay an
20 additional total sum of \$90,000 to the Emil Frei, III, Trust
21 as amended, for a total of \$240,000.

22 Paragraph 4, the amounts set forth above, namely
23 being the 170,000 [sic], the 150,000, and the 90,000, shall be
24 paid with interest commencing on June 1st, 2010, at the rate
25 of prime interest plus 1, payable over the course of three

1 years at 5,000 per month, with the outstanding balance paid on
2 May 31st, 2013, unless otherwise paid sooner. This amount
3 shall be secured by Stephen Brock's interest in the joint life
4 insurance policy, which shall not be disclaimed by Stephen
5 Brock. In the event the policy is sold, then any amounts
6 received by Stephen Brock pursuant to his interest in the
7 joint life insurance trust shall at Stephen Brock's option
8 either be applied to principal or, in the event not applied to
9 principal, Stephen Brock shall substitute the security with
10 some other adequate security.

11 Stephen Brock further represents that he has not
12 previously assigned or otherwise disclaimed his interest in
13 the joint life insurance trust.

14 In the event there is a default in any of the
15 payments there shall be a default interest rate of 5 percent.

16 Paragraph Number 5, Stephen Brock individually will
17 pay an additional sum in the amount of \$100,000 to the Emil
18 Frei, III, Trust as amendment [sic], said amount, which shall
19 be repaid with interest at the rate of 6 percent, payable over
20 the course of one year at 5,000 per month, with the first
21 payment and interest commencing on June 1st, 2013, and the
22 outstanding balance paid on May 31st, 2014, unless otherwise
23 paid sooner.

24 Paragraph 6, Stephen Brock additionally -- or,
25 excuse me. Stephen Brock individually will pay an additional

1 sum in the amount of \$100,000 to the Emil Frei, III, Trust as
2 amendment, which amount shall be repaid with interest at the
3 rate of 6 percent, payable over the course of one year at
4 5,000 per month, with the first payment and interest
5 commencing on June 1st, 2014, and the outstanding balance paid
6 on May 31st, 2015, unless otherwise paid sooner.

7 Paragraph 7, all real property held in the name of
8 Emil Frei, III, Adoria Frei, and/or the Adoria Frei Trust,
9 including, but not limited to, certain real property located
10 at 5780 El Camino Road, Las Vegas, Nevada; real property
11 located at 10802 Kennelworth Avenue, Garrett Park, including
12 the home and the lot; and certain real property located at 401
13 Grossner Place, Rockville, shall remain in the Adoria S. Frei
14 Trust. The Adoria S. Frei Trust shall make reasonable efforts
15 to refinance such properties so as to remove Dr. Frei's name
16 from any loans thereon, if any.

17 In the event there is a foreclosure on the El Camino
18 property located here in Las Vegas that results in a
19 deficiency judgment against Dr. Frei individually, said amount
20 shall be paid from Stephen Brock's interest in the joint life
21 insurance trust, which shall not be disclaimed by Stephen
22 Brock.

23 Paragraph 8, Dr. Frei shall be responsible for any
24 and all fees and costs incurred by Fred Wade as guardian ad
25 litem for Dr. Frei, including, but not limited to, fees

1 incurred by Hutchison & Steffen on his behalf.

2 Paragraph 9, the outstanding 2008 tax liability
3 relating to the 1040 filed on behalf of Dr. Frei and Adoria
4 Frei shall be equally split between Dr. Frei and the Adoria S.
5 Frei Trust, provided, however, that the Adoria S. Frei Trust
6 shall be entitled to make payments on such tax liability.

7 Paragraph 10, certain lawsuit relating to Deer Creek
8 real property shall be assigned by Dr. Frei to Stephen Brock
9 individually.

10 Paragraph Number 11, neither Dr. Frei; Elizabeth
11 Frei; Emil Frei, IV; Judith Frei; Lawrence Howe; Nancy Frei;
12 and/or Alice Frei shall directly or indirectly disparage
13 Stephen Brock, Public Company Management Corporation, Go
14 Public Today, or any of their affiliates or subsidiaries, and
15 shall not file or make any complaint or cause to be filed or
16 make any complaint by any third party with the Security
17 Exchange Commission or any other governmental agency, state or
18 federal, relating to Public Company Management Corporation, Go
19 Public Today, or any of their affiliates or subsidiaries. Dr.
20 Frei; Elizabeth Frei; Emil Frei, IV; Judith Frei; Lawrence
21 Howe; Nancy Frei; and/or Alice Frei additionally represent
22 that -- that any complaints or inquiries previously made by
23 either of them, either directly or indirectly, to any
24 governmental agency, state or federal, will be withdrawn, and
25 no further complaints or inquiries will be made. And to the

1 extent any costs are incurred by Stephen Brock, Public Company
2 Management Corporation, Go Public Today, or any of their
3 affiliates or subsidiaries as a result of any complaint or
4 inquiry made to any governmental agency, state or federal,
5 then such costs shall be deducted from the amount owed -- or
6 paid by Stephen Brock pursuant to this agreement.

7 MR. BLUT: And that's costs and things that are
8 incurred after this settlement has been entered, and does not
9 apply to costs that have previously been assessed.

10 THE COURT: Previously -- previously assessed costs,
11 then, are not included in that paragraph?

12 MS. DWIGGINS: Correct.

13 THE COURT: Okay.

14 MS. DWIGGINS: Stephen Brock, Public Company
15 Management Corporation, Go Public Today, or any of their
16 affiliates or subsidiaries agree not to use Dr. Frei's name in
17 any manner.

18 Paragraph 12, except as to the terms set forth
19 herein, Stephen Brock individually, as the prior attorney in
20 fact for Emil Frei, III, and Adoria S. Frei, as well as
21 trustee of the Adoria S. Frei Trust, and the Adoria S. Frei
22 Trust shall be granted a full release relating to any matter
23 concerning the Adoria S. Frei Trust; the Emil Frei, III,
24 Trust; Adoria S. Frei; or Emil Frei individually. Said
25 general release shall be granted by Dr. Frei; Elizabeth Frei;

1 Emil Frei, IV; Judith Frei; Lawrence Howe; Nancy Frei; and/or
2 Alice Frei; and any and all other heirs.

3 Paragraph 13, Emil Frei, III, shall waive any and
4 all interest in the Adoria S. Frei Trust, including any right
5 to receive an accounting of such trust, and shall no longer be
6 considered a beneficiary of the trust entitled to receive any
7 information.

8 Paragraph 14, the interest and collateral payments
9 on the joint life insurance policy on the life of Dr. Frei
10 with a death benefit of approximately \$8 million shall be paid
11 equally by Dr. Frei and/or any of his children on the one
12 hand, and any of Adoria S. Frei's children and/or the Adoria
13 S. Frei Trust on the other hand. It is represented that the
14 current interest and collateral payments are approximately
15 \$30,000 per year.

16 In the event premiums are due on such policy, the
17 parties shall cooperate with one another in making such
18 payments, and the trustee shall be authorized to make
19 reasonable efforts to obtain premium financing and/or other
20 financing in order to make such premium payments.

21 In the event any payments due under the policy are
22 made disproportionate by any beneficiary, then said
23 beneficiary shall be entitled to reimbursement of said amount
24 from the gross proceeds of the life insurance policy.

25 Dr. Frei and/or his children shall be responsible

1 for the premium and/or interest and collateral payments on the
2 single life insurance policy.

3 Paragraph 15, all proceedings currently pending
4 before the Probate Court relating to the Adoria S. Frei Trust,
5 Case Number P-065235, shall be dismissed with prejudice,
6 including the petition relating to any accounting.

7 Paragraph 16, any and all actions initiated by and
8 against Stephen Brock, Public Company Management Corporation,
9 the Adoria S. Frei Trust, Dr. Frei, and/or his children shall
10 be dismissed with prejudice, including any counterclaims
11 asserted therein, and all parties thereto shall be granted a
12 general release.

13 And I guess paragraph 17, Stephen Brock shall waive
14 any and all interest in Emil Frei, III, Trust.

15 Did I get them all?

16 MR. BLUT: I think paragraph 18 would be that
17 there'll be no use by Mr. Brock or Public Company Management
18 Company or NEDAB or any related affiliated companies of Dr.
19 Frei's name or likeness, that --

20 MS. DWIGGINS: I included that already, but --

21 MR. BLUT: The next paragraph in line, that --
22 similar to paragraph 12, that it's basically a mutual general
23 release of all claims, not just from the Frei side or the
24 Brock side, but also Mr. Brock and his company, and related
25 companies are also granting a general release to Dr. Frei;

1 Lawrence Howe; Emil Frei, IV; Mary Frei; Judy Frei; Alice
2 Frei; and Nancy Frei.

3 Also specifically as to Paragraph Number 1, there
4 has been a representation and warranty of the cash on hand in
5 the Adoria Frei Trust, including the representation was
6 approximately -- and I stress approximately -- 200,000 in the
7 Bank of America account such that there would be a requirement
8 of approximately 60,000 from the Pat Byrne account, and that's
9 a specific representation that's being made to induce Dr. Frei
10 to enter the agreement.

11 MS. DWIGGINS: I guess I just want to clarify. With
12 respect to the Bank of America investment accounts I believe
13 the last statement indicated there was a balance of
14 approximately \$190,000, and that would be less the value of
15 the PCMC stock as indicated on those statements.

16 MR. BLUT: That's --

17 THE COURT: The parties agree that whatever the last
18 bank statement is on that account is the operable --

19 MR. BLUT: In terms of the representations that are
20 being made, yes.

21 THE COURT: Okay.

22 MR. BLUT: That's all we're trying to make clear,
23 Your Honor.

24 THE COURT: All right. Is that agreeable?

25 MR. BLUT: Thank you. Also that Mr. Brock will

1 consent to a petition, and really all parties will consent to
2 petitions in the Probate Court to the extent necessary to
3 confirm the agreement and have court order specifically
4 relating to the joint life insurance trust and the waiver of
5 -- and the agreement to not disclaim his interest by Mr.
6 Brock.

7 I just want to make sure that's agreed.

8 MS. DWIGGINS: We agree that a petition will be
9 filed relative to Stephen Brock's inability to disclaim or
10 otherwise assign his interest in the trust.

11 MR. BLUT: Okay. And we will --

12 THE COURT: Is that agreeable?

13 MR. BLUT: Yes.

14 THE COURT: Okay.

15 MR. BLUT: There'll be representations in there also
16 as to what the security that that interest is being given and
17 what that is being given for. That way the trustees can be
18 aware of the security interest in that contingent interest in
19 the life insurance policy trust.

20 MS. DWIGGINS: I believe we could just provide the
21 trustees a copy of the settlement agreement --

22 MR. BLUT: Okay.

23 MS. DWIGGINS: -- that provides it, what's secured.
24 I don't believe it's necessary for that to be subject to a
25 petition of the court.

1 MR. BLUT: Well, I guess it would just be whether
2 there's an agreement that Mr. Brock would consent, obviously
3 after review by his counsel, to a petition that would comport
4 and comply with the terms that are on the record.

5 THE COURT: Am I hearing agreement by both sides on
6 that point, then?

7 MS. DWIGGINS: I guess I'm not sure I fully
8 understand. As with respect to the joint life insurance
9 trust, correct.

10 MR. BLUT: Yes. That was the point.

11 THE COURT: That is the point?

12 MR. BLUT: Yes.

13 THE COURT: So there's agreement as to that point.

14 MS. DWIGGINS: I guess I'm not sure if you needed an
15 order stating that he's not going to disclaim it, but as --
16 just as opposed to providing a copy of the settlement
17 agreement to the trustee. But if it's necessary to obtain an
18 order, then we agree.

19 THE COURT: Any other additions, Mr. Blut?

20 MR. BLUT: That the -- that there's been a -- and
21 maybe Ms. Dwiggin's can make the -- well, before getting to
22 that, also that there will be a -- within 60 days that will be
23 provided, and the trustee of the Adoria Frei Trust will
24 cooperate with the keys to the storage facilities both here
25 and in Maryland that contains Dr. Frei's personal property.

1 MS. DWIGGINS: We agree to provide them access to
2 it, the storage facilities.

3 THE COURT: Is that agreeable?

4 (Pause in the proceedings)

5 MS. DWIGGINS: We'll represent we have not removed
6 any items from the storage facilities.

7 THE COURT: Okay.

8 MS. FREI: Either in Maryland or here?

9 MS. DWIGGINS: Either Maryland or Las Vegas.

10 MS. FREI: And the storage facility would contain
11 the items from his home.

12 THE COURT: Well, they -- the most they can
13 represent is they haven't removed anything.

14 MS. FREI: But can I speak. Would it make sense for
15 my father to list the specific items that he definitely wants
16 returned that could have been removed from his home and taken
17 to one of their homes?

18 MS. DWIGGINS: We will represent that the items from
19 the home were packed by a professional moving company and
20 placed in storage, and nothing was removed by my client.

21 THE COURT: Okay. So that's the representation.
22 The only question is whether there is agreement, then. With
23 that representation, is that satisfactory, then?

24 MR. BLUT: Can we -- can we get -- there's
25 apparently an inventory list.

1 MS. DWIGGINS: We will provide a copy of the
2 inventory list.

3 THE COURT: There you go.

4 MR. BLUT: Okay.

5 THE COURT: So a copy of the inventory list will be
6 provided, and the representation is made that nothing has been
7 removed from storage and that professional movers were used to
8 remove everything from the home and take it to the storage.
9 Is that agreeable, then, that that satisfies that --

10 MS. FREI: What would be the down side of listing
11 the few specific items that he definitely wanted returned to
12 him?

13 THE COURT: Well, there's no down side to it, except
14 we are here now with a jury sitting out in the hall. So --

15 MS. FREI: Well, I can tell you right now there's an
16 urn and a mosaic table that he absolutely wants returned.

17 THE COURT: Okay. Do we know anything about an urn
18 and a mosaic table?

19 MR. BROCK: That's in Maryland, to the best of my
20 knowledge, and my understanding is it's still there.

21 THE COURT: Have you seen it there?

22 MR. BROCK: I have not been to Maryland to see it.

23 THE COURT: Okay. Is that something that would have
24 been included in the items taken by the professional movers
25 from the home to the storage?

1 MR. BROCK: That was a separate move in Maryland
2 from a condominium.

3 THE COURT: Okay.

4 MR. BROCK: The professional movers were here at El
5 Camino, so I can't attest to -- my brothers moved everything
6 out for that rental unit to be rented.

7 THE COURT: Okay. So does that sound right, that it
8 would have gone from the condominium to storage back there?

9 MS. FREI: It would have, assuming that's where it
10 went.

11 THE COURT: Okay. Well, then the -- how do you want
12 to handle it? The representation could be that it's there if
13 you -- if you know that everything went there.

14 MS. DWIGGINS: We don't know. We did not handle
15 that move.

16 MR. BROCK: It's been represented. I can call my
17 brother right now if you're going to represent it, if you'd
18 like.

19 THE COURT: Well, can we -- would it make sense to
20 do this? I mean, this is going to have to be boiled down to a
21 writing. By the time you put it in writing you can confirm
22 that it's there and put that -- put an affirmative
23 representation, then, in there that those two items, the urn
24 and the -- what was the other thing?

25 MS. FREI: Well, the specific ones he wants back are

1 the urn and the mosaic table.

2 THE COURT: Urn and the mosaic table. And then the
3 general representation that the rest of the items were taken
4 there, as well; right? So is that agreeable, then, to make
5 that subject to confirmation so that you can make the specific
6 representation as to those two items?

7 MS. DWIGGINS: We could contact Peter --

8 Is it Peter Brock?

9 MR. BROCK: Peter.

10 MS. DWIGGINS: -- Peter Brock to see if those items
11 were placed in storage, yes.

12 THE COURT: Okay. So we have an agreement in
13 principle. It will be confirmed with an affirmative
14 representation in writing that these two items are there, and
15 it's already been represented that all the items in fact were
16 taken from the condominium and put into the storage there.

17 MS. FREI: Just one other thing. My dad would
18 really like to go see his stuff tomorrow. Is that possible?

19 MS. DWIGGINS: I would have to talk to my client and
20 see if -- I mean, if he could contact the storage company --

21 MR. BROCK: I haven't talked to the storage company
22 in six months. I just have to contact them and --

23 THE COURT: Okay. And --

24 MS. FREI: I know it's a little --

25 MS. DWIGGINS: We'll make reasonable efforts --

1 THE COURT: Who's in charge?
2 MS. DWIGGINS: -- to make sure.
3 MR. BROCK: I have the information --
4 THE COURT: Okay. So all reasonable efforts will be
5 made to give any permission necessary from the defense so that
6 that visit could be made. Is that satisfactory?
7 DR. FREI: Yeah, that's -- that's all right.
8 THE COURT: Okay.
9 MR. BLUT: And Ms. Dwiggins had made -- and hope --
10 I think there's a representation that of the Pacific Life and
11 Jackson National Life annuity accounts that were liquidated in
12 2009, there's a representation made that taxes were withheld.
13 MS. DWIGGINS: There's a representation that --
14 we'll make the representation that we requested taxes to be
15 withheld.
16 THE COURT: There will be a -- the representation is
17 that there will be a request to withhold taxes? Is that the
18 way you put it?
19 MS. DWIGGINS: Correct. At the time of liquidation.
20 THE COURT: Okay.
21 MR. BLUT: Well, that would have been in the past,
22 Your Honor, that there was a request that the annuity
23 companies withhold taxes.
24 MS. FREI: But the concern is that Dad doesn't want
25 to get saddled with taxes on that.

1 MS. DWIGGINS: We would have to review the
2 documents. The best of our knowledge, the requests -- well, I
3 can represent that there was a request made to withhold taxes,
4 and to the best of our knowledge taxes in fact were withheld.

5 THE COURT: Okay. All right.

6 MS. FREI: And if they were not?

7 THE COURT: Well, here's our problem, ma'am. We're
8 -- the question that I have is do I go forward with the trial,
9 or do I stop. I stop if I have a deal that's sufficient, even
10 though it hasn't been boiled down in writing, that there is as
11 much understanding and agreement on all the fine details as we
12 can put on it at this point. If there is something that
13 you're telling me it's a deal breaker if there's not some --
14 some particular and if they're not in a position to make the
15 affirmation that it's done in a certain way or, in this case,
16 that the taxes have been withheld --

17 Are you able -- what's the representation in
18 relation to that?

19 MS. DWIGGINS: The problem is Mr. Blut just informed
20 me of this issue as we were walking into court this afternoon,
21 so I unfortunately don't have the documents accessible to me.
22 I have been able to confirm through the requests for
23 liquidation, which were the only documents I was able to
24 access, that there was in fact a request made for taxes to be
25 withheld.

1 THE COURT: Okay.

2 MS. DWIGGINS: And to the best of our knowledge,
3 they in fact were withheld. However, I have not been able to
4 confirm that one way or another, and therefore cannot
5 represent it.

6 THE COURT: The request would have been made to
7 whom?

8 MS. DWIGGINS: Directly to Jackson National Life.

9 THE COURT: Okay.

10 MS. FREI: Well, let me ask -- go ahead, Dad.

11 DR. FREI: There are many things in there that are
12 -- such as books, paintings, et cetera, that --

13 THE COURT: In the storage?

14 DR. FREI: -- are in the storage unit, in those
15 three facilities.

16 MR. BLUT: Well, she's going to get you into the one
17 tomorrow.

18 MS. FREI: She's going to do her best to let us go
19 look at your stuff tomorrow, Dad. Not the stuff in Maryland,
20 but the stuff here.

21 THE COURT: So the question is is it agreeable and
22 is there agreement that -- and that will be confirmed, that
23 the request was made to the Jackson National Bank [sic] to
24 withhold taxes?

25 MS. DWIGGINS: Jackson National Life, correct.

1 MR. URGAL: Life insurance.

2 THE COURT: Jackson National Life Insurance to
3 withhold taxes. That's an affirmative representation that's
4 being made as part of this.

5 MS. FREI: And this is all new to me, and if the
6 taxes aren't withheld, he then really is left with virtually
7 no cash to live on. So my question to you is what happens if
8 the taxes weren't withheld? We're only talking about his
9 getting about \$280,000 in cash.

10 THE COURT: Well, it sounds like we don't really
11 have a deal, then. If I'm understanding, what you're saying
12 is you have real questions and you're not -- you're not able
13 to put a settlement on the record at this point. Is that what
14 you're telling me?

15 MS. FREI: I --

16 THE COURT: All right. Bring the jury in. We're
17 going to trial.

18 MR. URGAL: Unbelievable.

19 MS. FREI: Am I wrong? I mean --

20 MR. BLUT: They made the representation.

21 MS. FREI: I don't know what that means.

22 MR. BLUT: Well, they're saying that they asked for
23 it.

24 MS. FREI: Well, what if it didn't happen, Elliot?
25 Then Dad has nothing.

1 MR. BLUT: Well, I know. But then we really don't
2 -- don't have any settlement.

3 MS. FREI: Well, just -- I don't know what to tell
4 you.

5 (Court recessed at 2:46 p.m., until 2:53 p.m.)

6 (Jury is present)

7 (Continued testimony of Stephen Brock - not transcribed)

8 (Court recessed at 4:02 p.m., until 4:17 p.m.)

9 (Jury is not present)

10 THE COURT: All right. I understand the parties
11 think they have it settled. But, folks, we have -- we have
12 stopped this trial in the middle twice now for hours on end on
13 a trial that we had a set time frame which we gave to this
14 jury, and they've been sitting out there cooling their heels,
15 and the clock is running, and we may or may not get done in
16 time. I am not willing to hold off any longer. We're going
17 to try this case or you're going to settle it, but we're not
18 going to kind of do some of one and some of the other.

19 Now, if you're ready to settle the case and you can
20 put it on the record quickly, let's do it. Otherwise, we'll
21 bring the jury in, we'll try through the end of the day, and
22 then we'll see whether we can put it on the record.

23 MR. URGAS: Your Honor, the one issue that was
24 outstanding is whether the taxes were withheld on the
25 liquidation of the Jackson Life and the Pacific Life insurance

1 for 2009, and we have confirmed that the taxes were withheld.

2 THE COURT: All right. Is that agreeable?

3 MR. BLUT: It's agreeable with that representation,
4 Your Honor. That was the last piece.

5 THE COURT: All right. And is that the end of the
6 -- of putting it -- spreading the settlement on the record?

7 MR. BLUT: Yes. As long -- I'm sure we can piece
8 together, Your Honor, what we've put on before and now. That
9 was the last piece.

10 THE COURT: All right. Now, what the parties need
11 to understand, though, is that if we're going to stop this
12 trial -- I take it what you're saying is this case is settled
13 and you want to stop the trial.

14 MR. URGAS: This case is settled, Your Honor.

15 THE COURT: If we're going to stop this trial, it
16 needs to be that everyone understands that even though we are
17 going to wait and you're going to boil it down into writing
18 signed by the parties, which is the proper way to do it.
19 There has been spread on this record understanding as to what
20 the settlement is. My position has always been that when that
21 happens that becomes a binding settlement agreement now. I
22 understand that there may be problems crop up because you
23 can't give it all the fine touches and there are things that
24 will have to be said. But my position is that this is a
25 binding settlement agreement as of now and that if a party

1 desires to seek enforcement of that settlement agreement,
2 they're free to do so just based on the record that's here
3 today.

4 Now, it will be a binding settlement agreement if
5 the individuals involved indicate on the record that that is
6 their understanding and that they wish to settle the case on
7 those terms.

8 I will ask you, Mr. Brock, is that your
9 understanding and do you wish to settle the case on those
10 terms?

11 MR. BROCK: Yes, it is, Your Honor. And I do.

12 THE COURT: All right. Mr. Frei, is that your
13 understanding of the settlement terms and is it your desire to
14 settle this case on those terms that have been spread upon the
15 record?

16 DR. FREI: Yes.

17 THE COURT: All right. And the attorneys know this,
18 but the rest of the folks don't. We not only have somebody
19 back here making notes, but our record is -- there are video
20 cameras all around here, and that constitutes the record of
21 not only the trial, but now of the settlement agreement. It
22 appears to me that there has been a settlement here, and,
23 accordingly, we will end this trial.

24 I congratulate the parties. I hope that my firming
25 up here is not misconstrued. We have an important matter of a

1 jury trial here with jurors sitting around. And we're free to
2 settle it at any point that you want to, but we're not going
3 to spend multiple times talking about it and not doing it and
4 then think that we're going to finish a trial on time.

5 MR. URGAL: Your Honor, I think we still would have
6 finished the trial on time; but thank goodness we were able to
7 get it settled.

8 THE COURT: I put that in the same category as
9 attorneys that tell me that they'll be brief. I've seen it
10 breached more often than I've seen it adhered to.

11 MR. URGAL: That's my best understanding today.
12 How's that?

13 THE COURT: Are the parties agreeable, then, for me
14 to bring the jury in --

15 MR. URGAL: Absolutely.

16 THE COURT: -- and announce to them that the
17 matter's been settled?

18 MR. URGAL: Absolutely.

19 MR. BLUT: Yes, Your Honor.

20 THE COURT: All right. Let's bring the jury.

21 (Jury reconvened at 4:22 p.m.)

22 (Jury thanked and discharged and
23 proceedings concluded at 4:26 p.m.)

24

25

* * * * *

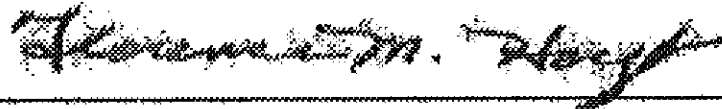
CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

FLORENCE HOYT
Las Vegas, Nevada 89146



FLORENCE HOYT, TRANSCRIBER

4/3/10

DATE

EXHIBIT “D”

NOTICE OF REMOVAL OF TRUSTEE

OF THE

**FREI IRREVOCABLE TRUST,
dated October 29, 1996**

THIS NOTICE OF REMOVAL OF TRUSTEE of the Frei Irrevocable Trust, dated October 29, 1996, is made this 12th day of November, 2014.

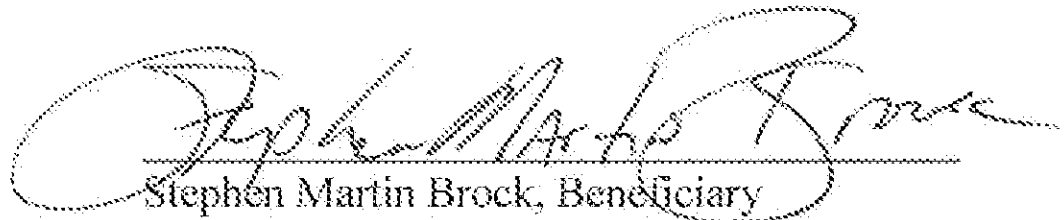
WHEREAS, Emil Frei, III, and Adoria B. Frei as Trustmakers established the Frei Irrevocable Trust on October 29, 1996 (the "Trust");

WHEREAS, Stephen Martin Brock is the only beneficiary of the Trust now eligible to receive mandatory or discretionary distributions of net income under the Trust; and,

WHEREAS, Article Ten, Section 2 reserves to Stephen Martin Brock the power to remove any trustee of the Trust, and he now desires to exercise such right.

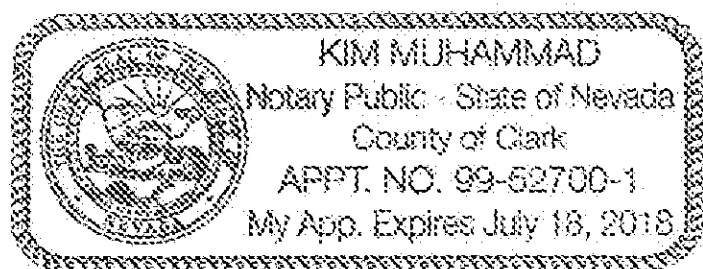
NOW, THEREFORE, Stephen Martin Brock provides this written notice to Premier Trust, Inc., that Premier Trust, Inc., is immediately removed as trustee of the Trust. Premier Trust, Inc., is notified that it is immediately divested of all authority as trustee of the Trust and that it shall immediately cease all activities as trustee of the Trust. This Notice of Removal of Trustee shall be effective immediately upon execution and delivery of this Notice.

THIS NOTICE OF REMOVAL OF TRUSTEE of the Frei Irrevocable Trust is accepted, made, and executed by Stephen Martin Brock as the beneficiary of the Trust in the State of Nevada on the day and year first above written.


Stephen Martin Brock, Beneficiary

STATE OF NEVADA }
 } ss.
COUNTY OF CLARK }

On November 12, 2014, before me, Kim Muhammad, personally appeared **Stephen Martin Brock**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Notice of Removal of Trustee, and acknowledged that he executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.



Kim Muhammad
NOTARY PUBLIC

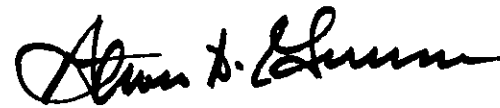
EXHIBIT “E”

ACKNOWLEDGMENT

I hereby acknowledge that the Notice of Removal of Trustee of the Frei Irrevocable Trust was personally delivered to Premier Trust, Inc., on November 13, 2014.

Name:
Title:

Regina Hoover
Dee Hoover



CLERK OF THE COURT

NOH
JONATHAN W. BARLOW
Nevada Bar No. 9964
CLEAR COUNSEL LAW GROUP
50 S. Stephanie St., Ste. 101
Henderson, NV 89012
(702) 476-5900
(702) 924-0709 (Fax)
jonathan@clearcounsel.com
Attorneys for Stephen Brock

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

FREI IRREVOCABLE TRUST, dated
October 29, 1996.

CASE NO. P-09-065257-T

DEPARTMENT: PC-1

**NOTICE OF HEARING ON PETITION TO CONSTRUE TERMS OF TRUST, TO
COMPEL COMPLIANCE WITH TERMS OF TRUST, TO CONFIRM REMOVAL OF
TRUSTEE, TO COMPEL REDRESS OF BREACH OF FIDUCIARY DUTIES, AND TO
RELEASE JURISDICTION OF THE TRUST**

Hearing Date: December 5, 2014

Hearing Time: 9:30 a.m.

NOTICE IS HEREBY GIVEN that Stephen Brock filed with this Court a *Petition to*
Construe Terms of Trust, to Compel Compliance with Terms of Trust, to Confirm Removal of
Trustee, to Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the
Trust for the above-entitled Trust and that the hearing on the Petition has been set for December
5, 2014, at 9:30 a.m. in Probate Court which is located in Family Court, Department PC-1,
Courtroom 9 at 601 N. Pecos, Las Vegas, Nevada, 89101. Further details concerning the Petition
can be obtained by reviewing the Court file at the Office of the Court Clerk, Family Court, 601
N. Pecos, Las Vegas, Nevada, 89101, or by contacting the Petitioner or the attorney for the
Petitioner whose name, address, and telephone number is given above.

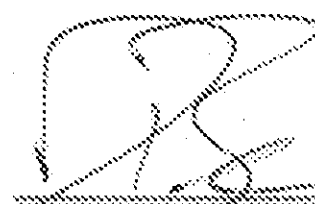
Clear Counsel Law Group

50 S. STEPHANIE ST., STE. 101
HENDERSON, NEVADA 89012
(702) 476-5900

All persons interested in the Trust are notified to appear and show cause why the Petition should not be granted. You do not need to appear at the hearing unless you object to the Petition.

DATED this 19th day of November, 2014.

CLEAR COUNSEL LAW GROUP



JONATHAN W. BARLOW

Nevada Bar No. 9964

Attorneys for the Stephen Brock

CERTIFICATE OF MAILING

I hereby certify that on November 19, 2014, a true and correct copy of the original (1) *Petition to Construe Terms of Trust, to Compel Compliance with Terms of Trust, to Confirm Removal of Trustee, to Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust*, (2) *Notice of Hearing on Petition to Construe Terms of Trust, to Compel Compliance with Terms of Trust, to Confirm Removal of Trustee, to Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust*, and (3) *Notice of Election to Have Matter Heard by the Probate Judge* was sent via U.S. Mail, first class postage prepaid, to the following at their last known address:

Premier Trust, Inc.
4465 S. Jones Blvd.
Las Vegas, NV 89103

Elizabeth Frei
63 Park Ave.
Bedford Hills, NY 10057

Elliot S. Blut
Blut & Campaign
300 S. Fourth St., Ste. 701
Las Vegas, NV 89101

Lawrence Howe
839 Columbian Ave.
Oak Park, IL 60302

Attorney for Emil Frei, IV, Mary Frei, Judith Frei-Howe, Nancy Frei, and Alice Frei

Francis Brock
215 Creek Walk Dr.
Walkersville, MD 21793

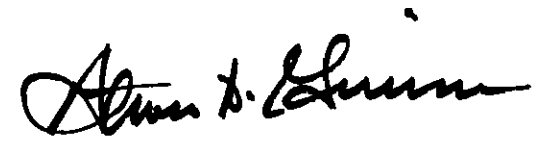
Peter Brock
Box 362
Garrett Park, MD 20896

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Vincent Brock
15549 La Subida Dr.
Hacienda Heights, CA 91745

John Brock
PO Box 127
Santa Barbara, CA 93102


An employee of Clear Counsel Law Group


CLERK OF THE COURT

NOT
JONATHAN W. BARLOW
Nevada Bar No. 9964
CLEAR COUNSEL LAW GROUP
50 S. Stephanie St., Ste. 101
Henderson, NV 89012
(702) 476-5900
(702) 924-0709 (Fax)
jonathan@clearcounsel.com
Attorneys for Stephen Brock

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the

FREI IRREVOCABLE TRUST, dated
October 29, 1996.


CASE NO. P-09-065257-T
DEPARTMENT: PC-1

NOTICE OF ELECTION TO HAVE MATTER HEARD BY THE PROBATE JUDGE

Stephen Brock, by and through his attorneys of record of the law firm Clear Counsel Law Group, has filed in this matter a Petition to Construe Terms of Trust, to Compel Compliance with Terms of Trust, to Confirm Removal of Trustee, to Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust. Pursuant to EDCR 4.08, Stephen Brock hereby elects to have this Petition heard by the Probate Judge and hereby requests that this matter be placed on the Probate Judge's calendar for hearing on the Probate Judge's next available hearing date.

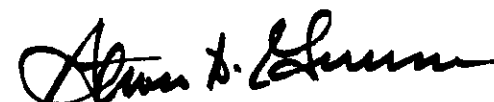
DATED this 19th day of November, 2014.

CLEAR COUNSEL LAW GROUP



JONATHAN W. BARLOW
Nevada Bar No. 9964
Attorneys for Stephen Brock

Clear Counsel Law Group
50 S. STEPHANIE ST., STE. 101
HENDERSON, NEVADA 89012
(702) 476-5900



CLERK OF THE COURT

1 **NOA**
2 RICHARD D. CHATWIN, ESQ.
3 Nevada Bar No. 10870
4 rchatwin@gerrard-cox.com
5 GERRARD COX LARSEN
6 2450 St. Rose Parkway Ste. 200
7 Henderson, Nevada 89074
8 W: (702)796-4000
9 F: (702) 796-4848
10 *Attorney for Premier Trust, Inc.*

11
12
13 **DISTRICT COURT**
14
15 **CLARK COUNTY, NEVADA**

16 In the Matter of) CASE NO.: P-09-065257-T
17)
18 FREI IRREVOCABLE TRUST dated) DEPT NO.: 26
19 October 29, 1996)
20)
21)
22)
23)
24)
25)
26)
27)
28)

29 **NOTICE OF APPEARANCE**

30 COMES NOW, RICHARD D. CHATWIN, ESQ., and files an appearance herein as
31 attorney of record for PREMIER TRUST, INC., and hereby demands that all copies of notices,
32 pleadings, and documents be served upon him at 2450 St. Rose Parkway, Ste. 200, Henderson,
33 Nevada 89074.

34 DATED this 4 day of December, 2014.

35 By: 

36 RICHARD D. CHATWIN, ESQ.
37 Nevada Bar No. 10870
38 Gerrard Cox Larsen
39 2450 St. Rose Parkway Ste. 200
40 Henderson, Nevada 89074
41 *Attorney for Premier Trust, Inc.*

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 4th day of December, 2014, I placed a true and correct copy of the foregoing **NOTICE OF APPEARANCE**, First-Class postage prepaid, in the United States Postal Service at Las Vegas, Nevada, and addressed to the following:

Elliot S. Blut, Esq.
Blut & Campain
300 S. Fourth Street, Suite 701
Las Vegas, NV 89101

Dana A. Dwiggins, Esq.
Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, NV 89129

Russell Geist, Esq.
Hutchison & Steffen, LLC
10080 Alta Drive, Suite 200
Las Vegas, NV 89145

Daniel V. Goodsell, Esq.
Goodsell & Olsen
10155 W. Twain Ave., Suite 100
Las Vegas, NV 89147

Lawrence Howe
839 Columbian Ave.
Oak Park, IL 60302

Peter Brock
Box 362
Garrett Park, MD 20896

Francis Brock
215 Creek Walk Drive
Walkersville, MD 21793

Vincent Brock
15549 La Subida Drive
Hacienda Heights, CA 91745

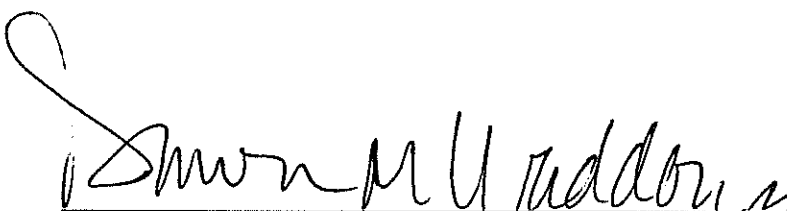
John Brock
P.O. Box 127
Santa Barbara, CA 93102

Elizabeth Frei
63 Park Ave.
Bedford Hills, NY 10057

And by e-serving a copy on the following parties registered and listed as Service Recipients in Wiznet, the Court's on-line, electronic filing website, pursuant to Administrative Order 14-2, entered by the Chief Judge, Jennifer Togliatti, on May 9, 2014:

Jonathan W. Barlow, Esq.
Clear Counsel
50 S. Stephanie St., #101
Henderson, NV 89012
jonathan@clearcounsel.com

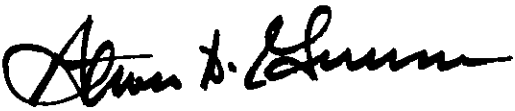
Sarena Faranesh
Clear Counsel
50 S. Stephanie St., #101
Henderson, NV 89012
sarena@clearcounsel.com


An employee of Gerrard Cox Larsen

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOA
Todd L. Moody (5430)
Russel J. Geist (9030)
HUTCHISON & STEFFEN, LLC.
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Telephone: (702) 385-2500
Fax: (702) 385-2086
tmoody@hutchlegal.com
rgeist@hutchlegal.com

*Attorneys for Lawrence Howe
and Elizabeth Frei*

Electronically Filed
12/17/2014 10:20:16 AM

CLERK OF THE COURT

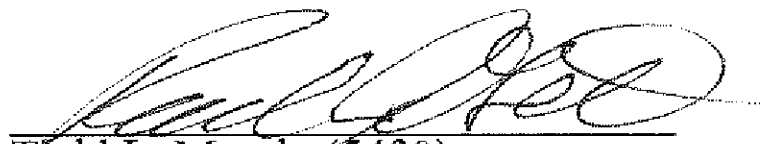
**DISTRICT COURT
CLARK COUNTY, NEVADA**

IN THE MATTER OF	)	Case No.: P-09-065257-T
	)	Dept No.: 26
FREI IRREVOCABLE TRUST dated)	
October 29, 1996)	
)	
)	
)	

NOTICE OF APPEARANCE

COMES NOW, TODD L. MOODY, ESQ. and RUSSEL J. GEIST, ESQ., and files an
appearance herein as attorneys of record for LAWRENCE HOWE and ELIZABETH FREI, and
hereby demands that all copies of notices, pleadings, and documents be served upon them at
10080 W. Alta Drive, Suite 200, Las Vegas, NV 89145.

Dated this 16 day of December, 2014.

HUTCHISON & STEFFEN, LLC

Todd L. Moody (5430)
Russel J. Geist (9030)
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
(702) 385-2500
(702) 385-2086 FAX

Attorneys for Lawrence Howe and Elizabeth Frei

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, LLC and that on this 16 day of December, 2014, I caused the above and foregoing document entitled **NOTICE OF APPEARANCE** to be served as follows:

- ☒ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☐ to be served via facsimile; and/or
- ☒ pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail; and/or
- ☐ to be hand-delivered;

to the attorneys and/or parties listed below at the address and/or facsimile number indicated below:

Elliot S. Blut, Esq.
BLUT & CAMPAIN
300 S. Fourth Street, Ste. 701
Las Vegas, NV 89101

Dana A. Dwiggins, Esq.
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, NV 89129

Richard D. Chatwin, Esq.
GERRARD COX LARSEN
2450 St. Rose Parkway, Ste. 200
Henderson, NV 89074

Jonathan W. Barlow, Esq.
CLEAR COUNSEL
50 S. Stephanie Street, Ste. 100
Henderson, NV 89012

Lawrence Howe
839 Columbian Avenue
Oak Park, IL 60302

Daniel V. Goodsell, Esq.
GOODSELL & OLSEN
10155 W. Twain Avenue, Ste. 100
Las Vegas, NV 89147

Francis Brock
215 Creek Walk Drive
Walkersville, MD 21793

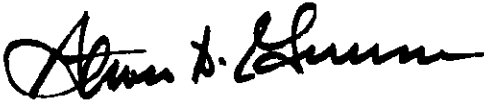
Peter Brock
Box 362
Garrett Park, MD 20896

John Brock
P.O. Box 127
Santa Barbara, CA 93102

Vincent Brock
15549 La Subida Drive
Hacienda Heights, CA 91745

Elizabeth Frei
63 Park Avenue
Bedford Hills, NY 10057


An employee of Hutchison & Steffen, LLC


CLERK OF THE COURT

1 **OPPS**
2 RICHARD D. CHATWIN, ESQ.
3 Nevada Bar No. 10870
4 rchatwin@gerrard-cox.com
5 GERRARD COX LARSEN
6 2450 St. Rose Parkway Ste. 200
7 Henderson, Nevada 89074
8 W: (702)796-4000
9 F: (702) 796-4848
10 Attorney for Premier Trust, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA


9 In the Matter of) CASE NO.: P-09-065257-T
10 FREI IRREVOCABLE TRUST dated) DEPT NO.: 26
11 October 29, 1996)
12) Date of Hearing: January 14, 2015
13) Time of Hearing: 9:00 a.m.
14)
15)

13 **OPPOSITION TO PETITION TO CONSTRUE TERMS OF TRUST, TO COMPEL**
14 **COMPLIANCE WITH TERMS OF TRUST, TO CONFIRM REMOVAL OF TRUSTEE,**
15 **TO COMPEL REDRESS OF BREACH OF FIDUCIARY DUTIES, AND TO RELEASE**
16 **JURISDICTION OF THE TRUST**

16 COMES NOW, RICHARD D. CHATWIN, ESQ. of the law firm GERRARD COX
17 LARSEN, attorney for PREMIER TRUST, INC. and hereby files its Opposition to Stephen
18 Brock's Petition to Construe Terms of Trust, to Compel Compliance with Terms of Trust, to
19 Confirm Removal of Trustee, to Compel Redress of Breach of Fiduciary Duties, and to Release
20 Jurisdiction of the Trust filed on November 19, 2014 ("**Opposition**").

21 This Opposition is based upon the following Memorandum of Points and Authorities, the
22 pleadings and papers on file, and any argument of counsel at a hearing on this matter.

23 DATED this 29 day of December, 2014.

24 
25 RICHARD D. CHATWIN, ESQ.
26 Nevada Bar No. 10870
27 2450 St. Rose Parkway Ste. 200
28 Henderson, Nevada 89074
Attorney for Premier Trust, Inc.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 More than four years after admitting to the misappropriation of hundreds of thousands of
4 dollars and after agreeing to a settlement for his actions which required him to repay these funds,
5 which was formalized by a Court Order, Stephen Brock ("**Stephen**") now seeks to totally
6 disregard that Order even though it has never been rescinded or declared invalid.

7 In his attempt to totally contradict the former Order, Stephen has improperly relied upon
8 Nevada Revised Statutes Chapter 166's "spendthrift trust" provisions, which do not apply in his
9 situation as beneficiary of the Frei Irrevocable Trust dated October 29, 1996. He also seeks for
10 damages against Premier Trust for complying with the former Order, acting as if he had nothing
11 to do with its establishment in the first place.

12 In summary, Stephen's misbehavior continues by virtue of his attempt to evade his former
13 promises, ignore a valid Court Order, and cause Premier Trust, Inc. to incur unnecessary
14 attorney's fees and costs to respond to his frivolous November 19, 2014 petition. For the reasons
15 set forth below, the Court must deny his petition in its entirety.

16 **II. FACTS AND BACKGROUND**

17 **A. Creation and Court Amendment to the Frei Irrevocable Trust**

18 On October 29, 1996, Dr. Emil Frei, III and Adoria B. Frei, as husband and wife,
19 jointly created the Frei Irrevocable Trust (the "**Trust**"). A copy of the Trust agreement has
20 previously been provided to you *in camera* in conjunction with Stephen's November 19, 2014
21 petition. Dr. and Mrs. Frei named all of their children, including Stephen, as equal beneficiaries
22 of the Trust. See Art. Three, § 1 of the Trust. The Trust was established as an irrevocable life
23 insurance trust and held a survivor's life insurance policy on the lives of Mr. and Mrs. Frei.

24 The Trust has a spendthrift clause at Article 13, § 3 that states:

25 To the fullest extent permitted by law, the interests of all of the beneficiaries in
26 the various trusts and trust property subject to this agreement shall not be
27 alienated, pledged, anticipated, assigned, or encumbered unless specifically
28 authorized by the terms of this agreement.

1 Such interests shall not be subject to legal process or to the claims of any creditors
2 while such interests remain trust property.

3 Adoria B. Frei died on January 28, 2009. On April 17, 2009, Stephen, by and through his
4 counsel, filed his Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October
5 29, 1996, for Order Assuming Jurisdiction Over the Trust, and for an Order Reforming Terms of
6 the Trust (the "**2009 Petition**"). In the 2009 Petition, Stephen sought to amend a portion of the
7 Trust to allow all of the children to have the right to withdraw all of their beneficial interest in
8 the Trust at any time by making a written request to the Trustee. Probate Commissioner Wesley
9 Yamashita issued a Report and Recommendation approving the 2009 Petition on May 20, 2009.
10 The Report and Recommendation was never objected to and an Order approving the Report and
11 Recommendation was entered on June 12, 2009 (the "**June 2009 Order**").

12 The June 2009 Order modified the terms of the Trust agreement, in relevant part, to say
13 the following:

14 Upon an election in writing by any child of ours delivered to our Trustee, the trust
15 share set aside for such child shall forthwith terminate and our Trustee shall
16 distribute all undistributed net income and principal to such child outright and free
17 of the trust.

18 A copy of the June 2009 Order is attached herewith as **Exhibit "A"** (see the exhibit at p. 4, lines
19 18-20 for the language quoted above). As noted previously, the phrase "any child" in the quoted
20 section immediately above includes Stephen.

21 On September 14, 2009, Premier Trust, Inc. ("**Premier Trust**") executed a written
22 Acceptance of Trustee to become a Co-Trustee of the Trust. A true and correct copy of the
23 Acceptance of Trustee is attached herewith as **Exhibit "B"**.

24 **B. Stephen's Settlement of Multiple Litigation Cases and the Terms of the**
25 **Settlement**

26 On March 31, 2010, Stephen, through his counsel, announced to the Honorable
27 Kenneth C. Cory of the Clark County District Court in case no. A-09-588750 that he had settled
28 multiple and related lawsuits over his financial misappropriation of funds while using powers of
attorney and acting as Trustee of the Adoria S. Frei Trust dated September 14, 1999. These

1 multiple lawsuits included case numbers A-09-588750-C, A-10-609292-C, A-10-607772-C, and
2 P-09-065235-E. A true and correct copy of the transcript from the March 31, 2010 hearing in
3 District Court case no. A-09-588750 before Judge Cory is attached herewith as **Exhibit "C"**.

4 During the March 31, 2010 hearing in case no. A-09-588750, Dana Dwiggins, Esq., as
5 counsel for Stephen, Stephen himself, and Judge Cory made the following statements and
6 representations:

7 MS. DWIGGINS: Paragraph 4, the amounts set forth above, namely
8 being the [175,000]¹, the 150,000, and the 90,000, shall be paid [to the Emil Frei
9 Trust] with interest commencing on June 1st, 2010, at the rate of prime interest
10 plus 1, payable over the course of three years at 5,000 per month, with the
11 outstanding balance paid May 31, 2013, unless otherwise paid sooner. **This**
12 **amount shall be secured by Stephen Brock's interest in the joint life insurance**
13 **policy, which shall not be disclaimed by Stephen Brock.** In the event the policy
14 is sold, then any amounts received by Stephen Brock pursuant to his interest in the
15 joint life insurance trust shall at Stephen Brock's option either be applied to
16 principal or, in the event not applied to principal, Stephen Brock shall substitute
17 the security with some other adequate security.

18 Stephen Brock further represents that he has not previously assigned or
19 otherwise disclaimed his interest in the joint life insurance trust.

20 In the even there is a default in any of the payments there shall be a default
21 interest rate of 5 percent.

22 ***
23 ***

24 MS. DWIGGINS: Paragraph 15, all proceedings currently pending
25 before the Probate Court relating to the Adoria S. Frei Trust, Case Number P-
26 065235, shall be **dismissed with prejudice**, including the petition relating to any
27 accounting.

28 Paragraph 16, any and all actions initiated by and against Stephen Brock,
Public Company Management Corporation, the Adoria S. Frei Trust, Dr. Frei,
and/or his children shall be **dismissed with prejudice**, including any counterclaims
asserted therein, and all parties thereto shall be granted a general release.

///

¹ Ms. Dwiggins had stated in a previous statement to Judge Cory that the amount was \$175,000, but in the
paragraph quoted above incorrectly said \$170,000. See Exhibit "C" at p. 3, lines 12 and 23.

1 THE COURT: ... But my position is that this is a binding settlement
2 agreement as of now and that if a party desires to seek enforcement of that
3 settlement agreement they're free to do so just based on the record that's here
4 today.

5 Now, it will be a binding settlement agreement if the individuals involved
6 indicate on the record that that is their understanding and that they wish to settle
7 the case on those terms.

8 I will ask you, Mr. Brock, is that your understanding and do you wish
9 to settle the case on those terms?

10 [STEPHEN] BROCK: Yes, it is, Your Honor. And I do.

11 See Exhibit "C" at p. 3, line 22 - p. 4, line 15; p. 9, lines 3-12; p. 22, line 24 - p. 23, line 11
12 (emphasis added).

13 Following the March 31, 2010 hearing before Judge Cory, counsel for Stephen and others
14 appeared before Commissioner Wesley Yamashita in case no. P-09-065235-E on June 4, 2010 to
15 reduce the oral settlement agreement into a written order. An Order Approving Settlement
16 Agreement was entered in that case on June 18, 2010 (the "June 2010 Order"). A true and
17 correct copy of the June 2010 Order is attached herewith as **Exhibit "D"**.

18 The June 2010 Order exactly mirrored the oral settlement with Judge Cory, including:

- 19 - That Stephen would repay hundreds of thousands of dollars back to the Emil
20 Frei Trust as restitution for his former misappropriation of funds;
- 21 - That Stephen's repayment obligation would be secured by Stephen Brock's
22 beneficial interest in The Frei Irrevocable Trust, dated October 29, 1996; and
- 23 - That all litigation pending against Stephen would be dismissed with
24 prejudice, including case numbers: A-09-588750-C, A-10-609292-C, and A-
25 10-607772-C and P-09-065235-E;

26 See Exhibit "D" at p. 2, line 24 - p. 3, line 16; p. 4, line 20 - p. 5, line 1; p. 5, lines 15-19.

27 **C. Dr. Frei's Death and Stephen's Petition to this Court**

28 Dr. Emil Frei, III died on April 30, 2013. On November 19, 2014 Stephen filed
his Petition to Construe Terms of Trust, to Compel Compliance With Terms of Trust, to Confirm
Removal of Trustee, to Compel Redress of Breach of Fiduciary Duties, and to Release
Jurisdiction of the Trust. More than four years after entering into a binding settlement agreement

1 twice, once orally and another in writing, and dismissing the cases against him with prejudice,
2 Stephen now seeks to totally disregard his obligations, attempt to modify the settlement
3 agreement, and hide behind an invalid spendthrift clause.

4 For the reasons shown hereafter, this Court must enforce the terms of the June 2010
5 Order and oral binding settlement with Judge Cory on March 31, 2010 and deny Stephen's
6 November 19, 2014 petition completely.

7 **III. ARGUMENT**

8 **A. Stephen is Judicially Estopped From Utilizing a Spendthrift Clause to Evade** 9 **His Obligations to the Emil Frei Trust**

10 According to the rule of judicial estoppel, a party who has "stated an oath in a
11 prior proceeding, as in a pleading, that a given fact is true, may not be allowed to deny the same
12 fact in a subsequent action." Valle v. Dist. Ct., 44 P.3d 506, 514 (Nev. 2002) (quoting Sterling
13 Builders, Inc. v. Fuhrman, 80 Nev. 543, 549-50, 396 P.2d 850, 854 (1964)). One of the primary
14 purposes of judicial estoppel is to prevent a party from deliberately shifting their position to "suit
15 the requirements of another case concerning the same subject matter." Id.

16 The application of judicial estoppel is a question of law. Marcuse v. Del Webb
17 Communities, Inc., 163 P.3d 462, 468 (Nev. 2007). The rule applies when five elements are met:

- 18 1. The same party has taken two positions;
- 19 2. The positions were taken in judicial or quasi-judicial administrative
20 proceedings;
- 21 3. The party was successful in asserting the first position (i.e., the court adopted
22 the position or accepted it as true);
- 23 4. The two positions are totally inconsistent; and
- 24 5. The first position was not taken as a result of ignorance, fraud or mistake.

25 Id. (citing NOLM, LLC v. County of Clark, 120 Nev. 736, 743, 100 P.3d 648, 663 (2004)).

26 Here, Stephen's conduct fits perfectly within the elements of judicial estoppel. During
27 the March 31, 2010 District Court hearing and in the June 2010 Order, Stephen agreed to secure
28 the repayment obligations to the Emil Frei Trust (hereinafter collectively known as the

1 "Repayment Obligation") by his beneficial interest in the Frei Irrevocable Trust and never raised
2 a single concern about his ability to do so. See, e.g., Exhibit "D" at p. 2, lines 24-28. Now,
3 before this Court, Stephen claims that it is impossible for him to secure the Repayment
4 Obligation with his beneficial interest in the Frei Irrevocable Trust.

5 These two positions of Stephen were taken in front of judges in active court proceedings
6 and Stephen was successful in asserting that he would secure the Repayment Obligation with his
7 beneficial interest in the Trust. See Id. and Exhibit "C" at p. 3, line 22 - p. 4, line 15. Both
8 positions are totally inconsistent with each other. He agreed in 2010 to secure his beneficial
9 interest in a trust and then, in 2014, has claimed it is impossible to do so.

10 Finally, Stephen did not take the first position before Judge Cory and in the June 2010
11 Order as a result of ignorance, fraud or mistake. He was represented by Dana A. Dwiggins, Esq.
12 of the law firm Solomon Dwiggins Freer & Morse, Ltd., an attorney who has been practicing in
13 the area of trust and estate litigation since 1999. After listening to Dana A. Dwiggins, Esq.
14 explain the terms of the global and binding settlement to Judge Cory he explicitly told Judge
15 Cory he agreed with all of its terms and would abide by them. See Exhibit "C" at p. 22, line 24 -
16 p. 23, line 11. Furthermore, it was Stephen's attorney who drafted the June 2010 Order that
17 reduced the Repayment Obligation to writing. See Exhibit "D" at p. 1.

18 Therefore, for the foregoing reasons, Stephen is judicially estopped from avoiding his
19 Repayment Obligation and this Court must order his interest in the Trust to be used as security to
20 pay the Emil Frei Trust, just as he promised to do so in 2010.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27

28

1 **B. Stephen's Right of Withdrawal Causes Any Spendthrift Protections to Fail**

2 Although Nevada law recognizes the validity of spendthrift provisions in a trust²,
3 the spendthrift protections are not unlimited. The Nevada Supreme Court has cited, recognized,
4 and relied upon the terms and provisions of the Second Restatement of Trusts in numerous cases.
5 See, e.g., Namow Corp. V. Egger, 668 P.2d 265, 267 (Nev. 1983); In re Newman's Estate, 465
6 P.2d 616, 618 (Nev. 1970); I.C.A.N. Foods, Inc. v. Sheppard, 129 Nev. Advance Opinion 97, 11
7 (2013); Pryor v. Pryor, 734 P.2d 718, 719 (Nev. 1987); Humane Soc. of Carson City and Ormsby
8 County v. First Nat. Bank of Nevada, 553 P.2d 963, 965 (Nev. 1976).

9 The Second Restatement of Trusts states, in relevant part, that:

10 If the beneficiary is entitled to have the principal conveyed to him immediately, a
11 restraint on the voluntary or involuntary transfer of his interest in the principal is
 invalid.

12 Restatement (Second) of Trusts § 153(2) (1959). An illustration in a comment to Section 153(2)
13 of the Restatement further explains the purposes of this section:

14 A transfers Blackacre to B in trust to hold Blackacre for the benefit of C and to
15 convey it to C whenever C shall demand a conveyance. By the terms of the trust
16 it is provided that C's interest shall not be transferable by him and that his
 creditors cannot reach it. The restraint on alienation is invalid and C can transfer
 his interest and his creditors can reach it.

17 Id., cmt. c, illustration 4.

18 Many courts across the country have sided with the rule promulgated by Section 153(2)
19 of the Second Restatement of Trusts. See, e.g., In re Hannegan, 155 B.R. 209, 214 (Bankr. E.D.
20 Mo. 1993) ("The issue is not whether the trust beneficiary has tried to exercise dominion and
21 control over the trust proceeds but, rather, whether under the terms of the trust instrument he has
22 the power to exercise dominion or control over the trust."); Miller v. Kresser, 34 So. 3d 172, 175
23 (Fla. App. 2010) ("If the trust allows the beneficiary to control all of the trust assets by
24 terminating the trust or demanding distribution of the entire trust corpus, a court will allow the
25

26 ² As noted by Stephen in his November 19, 2014 petition, Nevada's laws on spendthrift clauses in trusts can
27 be found at Nevada Revised Statutes Chapter 166.

1 beneficiary's creditor to reach the entire trust corpus"); Lunkes v. Gecker, 427 B.R. 425, 431
2 (N.D. Ill 2010) (quoting In re McCoy, 274 B.R. 751, 763 (Bankr. N.D. Ill 2002)) ("A trust cannot
3 be a valid spendthrift trust if the beneficiary is entitled to have the principal conveyed to him
4 immediately"); Morrison v. Doyle, 570 N.W.2d 692, 697 (Minn. App. 1997) (citing Restatement
5 (Second) of Trusts § 153(2) (1959)) ("[I]f the beneficiary is entitled to receive the principal of the
6 trust immediately, a restraint on the voluntary or involuntary transfer of the beneficiary's interest
7 in the principal is invalid."); In re Mitchell, 423 B.R. 758 (Bankr. E.D. Wis. 2009) ("[The Second
8 Restatement of Trusts § 153(2)] is precise. It means that, where a beneficiary is entitled to
9 immediate payment of principal upon demand, a restraint on a transfer of principal, whether such
10 transfer is voluntary or involuntary, invalidates the entire spendthrift provision."); In re Marble,
11 136 Me. 52, 1 A.2d 355 (1938) (beneficiary, acquiescing in payment of income not authorized by
12 trust, estopped).³

13 Here, Stephen, by and through his attorney, Daniel Goodsell, Esq., sought for and
14 obtained the June 2009 Order. As noted previously, that order states, in relevant part, that:

15 Upon an election in writing by any child of ours delivered to our Trustee, the trust
16 share set aside for such child shall forthwith terminate and our Trustee shall
17 distribute all undistributed net income and principal to such child outright and free
18 of the trust.

19 See Exhibit "A" at p. 4, lines 18-20.

20 Under the terms of the June 2009 Order, Stephen, as one of the children identified in the
21 modified portion of the Trust, is entitled to have the principal of the Trust conveyed to him
22 immediately. He admits so in his November 19, 2014 Petition filed with this court. See Stephen
23 Brock's November 19, 2014 petition at p. 3, lines 5-10. As noted above, the fact that Stephen
24 has not exercised his rights under the June 2009 Order is irrelevant and, pursuant to the Second
25 Restatement of Trusts § 153(2), the spendthrift protections of the Trust are invalid and offer no
26 protection to him from Stephen's creditors. In other words, the spendthrift protections dictated

27 ³ See also In re Kaplan, 97 B.R. 572, 577 (9th Cir. BAP 1989); Croom v. Ocala Plumbing & Elec. Co., 62
28 Fla. 460, 57 So. 243, 244 (1911). Many additional cases can be cited should this Court request them.

1 under Nevada Revised Statutes Chapter 166 that Stephen argues he is entitled to simply don't
2 apply to him as a beneficiary of the Trust and he had every right to assign and transfer his
3 beneficial interest in the Trust under the June 2010 Order and before Judge Cory on March 31,
4 2010.

5 Because the spendthrift protection of the Trust do not apply to Stephen, and because the
6 June 2010 Order has never been rescinded, Premier Trust is bound to follow the terms of the
7 June 2010 Order and pay Stephen's creditors from Stephen's portion of the Trust funds.

8 **C. Stephen Does Not Have The Ability to Modify the June 2010 Order**

9 The Nevada Supreme Court has previously held that once a final judgment has
10 been entered, a district court lacks jurisdiction to reopen the matter unless a timely motion is
11 made under the Nevada Rules of Civil Procedure. SFPP, L.P. v. Dist. Ct., 123 Nev. 608, 612,
12 173 P.3d 715, 717 (2007) (citing Greene v. Dist. Ct., 115 Nev. 319, 394-95 (1999)). An order of
13 dismissal that disposes of all claims at issue is a final judgment. Id.

14 The oral settlement before Judge Cory on March 31, 2010 and the June 2010 Order
15 dismissed all claims between Stephen and the Emil Frei Trust with prejudice, including the terms
16 of the Repayment Obligation and Stephen's agreement to secure that obligation with his
17 beneficial interest in the Trust. See Exhibit "D" at p. 8, lines 8-9. That global settlement with
18 prejudice took away the District Court's jurisdiction to consider Stephen's November 19, 2014
19 petition regarding his beneficial interest in the Trust and the Repayment Obligation. Therefore,
20 Stephen's petition must be denied.

21 **D. Stephen Cannot Hold Premier Trust Liable For Something He Consented To**

22 Stephen further accuses Premier Trust of failing in its fiduciary duties as Trustee
23 of the Trust because Premier Trust has complied with the June 2010 Order. However, Stephen is
24 prohibited from holding Premier Trust liable for something he competently consented to
25 previously. The Second Restatement of Trusts states the following:

- 1 (1) Except as stated in Subsections (2) and (3), a beneficiary cannot hold the
2 trustee liable for an act or omission of the trustee as a breach of trust if the
3 beneficiary prior to or at the time of the act or omission consented to it.
- 4 (2) The consent of the beneficiary does not preclude him from holding the trustee
5 liable for a breach of trust if:
- 6 (a) the beneficiary was under an incapacity at the time of such consent
7 or of such act or omission; or
- 8 (b) the beneficiary, when he gave his consent, did not know of his
9 rights and of the material facts which the trustee knew or should
10 have known and which the trustee did not reasonably believe that
11 the beneficiary knew; or
- 12 (c) the consent of the beneficiary was induced by improper conduct of
the trustee.
- 13 (3) Where the trustee has an adverse interest in the transaction, the consent of the
14 beneficiary does not preclude him from holding the trustee liable for a breach
15 of trust not only under the circumstances stated in Subsection (2), but also if
16 the transaction to which the beneficiary consented involved a bargain which
17 was not fair and reasonable.

18 Restatement (Second) of Trusts § 216 (1959). See also Hartmann v. Bertelmann, 39 Hawaii 619
19 (1952) (delay in sale at request of beneficiaries); Hagerty v. Clement, 195 La. 230, 196 So. 330
20 (1940) (premature termination of trust); Hull v. Rolfsrud, 65 N.W.2d 94 (N.D. 1954); In re
21 Schlicht's Estate, 231 Wis. 324, 285 N.W. 730 (1939) (nine years' acquiescence in unauthorized
22 investment).⁴

23 Here, Premier Trust vehemently maintains that it has not breached any of its duties
24 (fiduciary or otherwise) as Trustee of the Trust. However, assuming *arguendo*, that Premier
25 Trust's actions with Stephen's beneficial interest in the Trust could be called into question
26 because Premier Trust paid the Emil Frei Trust to satisfy the Repayment Obligation, Stephen
27 cannot hold Premier Trust liable because he previously consented to the very actions Premier
28 Trust has taken in the June 2010 Order and during the March 31, 2010 District Court hearing.

///

⁴ For the reasons set forth at the beginning of Section III.B of this Opposition, the Second Restatement of
Trusts is authoritative law in Nevada due to the Nevada Supreme Court's adoption of it in a multitude of cases.

1 Additionally, even if this Court were to find that the spendthrift provisions of the Trust
2 agreement still apply to Stephen's beneficial interest of the Trust, a comment from Section 216
3 of the Restatement applies to show that Premier Trust would still not be liable to Stephen:

4 *Consent by beneficiary of spendthrift trust.* Although the interest of the
5 beneficiary is not transferable by him or subject to the claims of his creditors, he
6 cannot hold the trustee liable for an act or omission of the trustee as a breach of
trust if he consented to it, except as stated in Subsection (2).

7 Restatement (Second) of Trusts § 216, cmt. e. See also, In re Perkins' Trust Estate, 314 Pa. 49,
8 170 A. 255 (1934); Lipsitt v. Sweeney, 317 Mass. 706, 59 NE.2d 465, 469 (1945); In re Lonard's
9 Will, 285 App Div 530, 138 NYS.2d 271, 279 (1955).

10 None of the exceptions to Section 216(1) of the Restatement apply. Stephen had his full
11 capacity in 2010, all of the material facts relating to the Repayment Obligation were before him,
12 and he was represented by competent counsel at all relevant times. It was his attorney who
13 initiated the oral settlement before Judge Cory and drafted the June 2010 Order. Premier Trust
14 was not even the Trustee of the Trust at the time the Repayment Obligation was created and has
15 absolutely no adverse interest in the Repayment Obligation, the Trust or any other trust or party
16 that is relevant in this matter.

17 Therefore, for the foregoing reasons, Stephen's claims that Premier Trust has violated
18 duties to Stephen are false.

19 **E. Premier Trust Has Complied With The June 2010 Order and Has Not**
20 **Violated Its Fiduciary Duties**

21 The actions of a trustee are presumed to be in good faith and the burden is on the
22 party who is trying to show otherwise. Young v. McCoy, 147 Cal. App. 4th 1078, 1087 (2007).
23 Stephen has failed to show anything other than the fact that Premier Trust has complied with the
24 June 2010 Order. That order has never been revoked or otherwise struck down by a court of
25 competent jurisdiction. Therefore, at the present time, Premier Trust is bound to follow the June
26 2010 Order and use Stephen's beneficial interest in the Trust as collateral for his failure to
previously satisfy the Repayment Obligation.

1 Contrary to Stephen's argument, and for the reasons shown herein, Premier Trust would
2 be at a much greater risk of violating its fiduciary duties had it disregarded the June 2010 Order,
3 ignored Stephen's Repayment Obligation, and spurned his creditors. As long as the June 2010
4 Order is valid and in place, Premier Trust must follow it.

5 **F. Stephen's Request For Premier Trust to Resign As Trustee Does Not**
6 **Properly Comply With the Terms and Requirements of the Trust Agreement**

7 Stephen has made a written request for Premier Trust to resign as a trustee of the
8 Trust. See Stephen's November 19, 2014 petition at p. 9, lines 5-13. However, he has failed to
9 comply with the terms of the Trust agreement to remove Premier Trust. Article Ten, Section 2 of
10 the Trust agreement states as follows:

11 Any Trustee may be removed by a majority of the beneficiaries then eligible
12 to receive mandatory or discretionary distributions of net income under this
13 agreement.

14 Presently, Stephen is not the only Trust beneficiary. The 9 other beneficiaries of the Trust
15 have only received partial distributions and are still current beneficiaries under Nevada law. See
16 NRS § 132.050(1).⁵ Because Stephen has not obtained signatures from a majority of the Trust
17 beneficiaries, he has failed to comply with the Trust agreement and Premier Trust should remain
18 as a Trustee of the Trust.

19 **IV. CONCLUSION**

20 WHEREFORE, Premier Trust respectfully seeks an Order from this Court that states the
21 following:

22 1. That Stephen Brock's Petition to Construe Terms of Trust, to Compel Compliance
23 with Terms of Trust, to Confirm Removal of Trustee, to Compel Redress of Breach of Fiduciary
24 Duties, and to Release Jurisdiction of the Trust filed on November 19, 2014 is denied in its
25 entirety;

26 ⁵ NRS 132.050(1) states that a beneficiary is defined, as it relates to a trust, as a "person who has a present
27 or future interest, vested or contingent..."

2. That Stephen's acceptance of the terms and conditions of: (i) an oral, final, and binding settlement agreement before the Honorable Judge Kenneth C. Cory in the Eighth Judicial District Court, Clark County, Nevada on March 31, 2010 (case no. A-09-588750) and (ii) in the Order Approving Settlement Agreement before Commissioner Wesley Yamashita entered in June 18, 2010 (case no. P-09-065235-E) (the "June 2010 Order") whereby Stephen Brock ("Stephen") agreed to repay funds to the Emil Frei Trust ("Repayment Obligation") has caused him to be judicially estopped from now claiming that his beneficial interest in the Frei Irrevocable Trust dated October 29, 1996 (the "Trust") cannot act as security for the full satisfaction of the Repayment Obligation;

3. That the Order entered in case no. P-09-065257 on June 12, 2009 (the “*June 2009 Order*”) gave Stephen the right to have the principal held in the Trust conveyed to him immediately by virtue of the amendment to Article VII of the Trust (the “*Withdrawal Right*”);

13 4. That, by virtue of Stephen's Withdrawal Right, the spendthrift clause, found at
14 Article 13, Section 3 of the Trust agreement, is not effective as to Stephen's beneficial interest in
15 the Trust and he was legally able to transfer and assign his beneficial Trust interest at any time
16 after the entry of the June 2009 Order, including in the June 2010 Order and the March 31, 2010
17 District Court hearing;

18 5. That, because the oral settlement agreement on March 31, 2010 and the June 2010
19 Order were global settlements that dismissed all claims between Stephen and his opposing
20 parties with prejudice, this Court does not have the jurisdiction to grant Stephen's November 19,
21 2014 petition;

22 6. That, because Stephen consented to the Repayment Obligation and secured it with
23 his beneficial interest in the Trust during the March 31, 2010 District Court hearing and in the
24 June 2010 Order, he cannot hold Premier Trust liable for paying creditors of Stephen who are
25 owed money under the Repayment Obligation, and that this applies regardless of whether the
26 spendthrift clause of the Trust is effective to Stephen's beneficial interest or not;

7. That the June 2010 Order has not been rescinded and is still in effect;

8. That Premier Trust has not violated any duties towards the beneficiaries of the fiduciary or otherwise) and has properly complied with the June 2010 Order;

9. That Stephen's request to Premier Trust to resign as Trustee failed to comply with Article Ten, Section 2 of the Trust agreement and is not effective; and

10. For such further relief as deemed necessary or proper from this Court.

DATED this 29 day of December, 2014.

R

RICHARD D. CHATWIN, ESQ.
Nevada Bar No. 10870
2450 St. Rose Parkway Ste. 200
Henderson, Nevada 89074
Attorney for Premier Trust, Inc.

[VERIFICATION ON THE FOLLOWING PAGE]

1 VERIFICATION


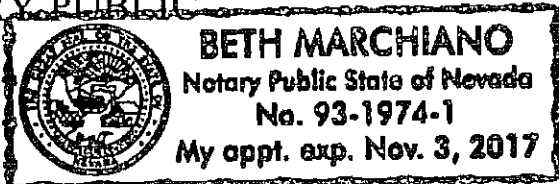
2 STATE OF NEVADA)
3 COUNTY OF CLARK) ss:

4 The undersigned, being first duly sworn, deposes and states that I am a duly authorized
5 representative of PREMIER TRUST, INC., the petitioner in the foregoing action; that I have read
6 the *Opposition to Stephen Brock's Petition to Construe Terms of Trust, to Compel Compliance with*
7 *Terms of Trust, to Confirm Removal of Trustee, to Compel Redress of Breach of Fiduciary Duties,*
8 *and to Release Jurisdiction of the Trust* and that the same is true of my own knowledge, except for
9 matters stated therein on information and belief, and as for those matters, I believe it to be true.

10 PREMIER TRUST, INC.

11 
12 By: MARK DRESCHLER
13 Its: PRESIDENT

14 SUBSCRIBED and SWORN to before me
15 this 29 day of December, 2014.

16
17 
18 NOTARY PUBLIC
19 
20

21 [CERTIFICATE OF SERVICE ON THE FOLLOWING PAGE]
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of GERRARD COX LARSEN, and than on the
29 day of December, 2014, I served a true and correct copy of the foregoing
Opposition to Stephen Brock's Petition to Construe Terms of Trust, to Compel Compliance with
Terms of Trust, to Confirm Removal of Trustee, to Compel Redress of Breach of Fiduciary
Duties, and to Release Jurisdiction of the Trust filed December 29, 2014, by e-
serving a copy on all parties registered and listed as Service Recipients in Wiznet, the Court's on-
line, electronic filing website, pursuant to Administrative Order 14-2, entered by the Chief Judge,
Jennifer Togliatti, on May 9, 2014, and by depositing a copy in the United States mail, at Las
Vegas, Nevada, postage fully prepaid, and addressed as follows:

Elliot S. Blut, Esq.
Blut & Campaign
300 S. Fourth Street, Suite 701
Las Vegas, NV 89101

Russell Geist, Esq.
Hutchison & Steffen, LLC
10080 Alta Drive, Suite 200
Las Vegas, NV 89145

Lawrence Howe
839 Columbian Ave.
Oak Park, IL 60302

Francis Brock
215 Creek Walk Drive
Walkersville, MD 21793

John Brock
P.O. Box 127
Santa Barbara, CA 93102

Emil Frei, IV
3 Basswood Lane
Andover, MA 01810

Nancy Frei
P.O. Box 81924
Fairbanks, AK 99709

Dana A. Dwiggins, Esq.
Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, NV 89129

Jonathan W. Barlow, Esq.
Clear Counsel Law Group
50 S. Stephanie St., Suite 101
Henderson, NV 89012

Peter Brock
Box 362
Garrett Park, MD 20896

Vincent Brock
15549 La Subida Drive
Hacienda Heights, CA 91745

Elizabeth Frei
63 Park Ave.
Bedford Hills, NY 10057

Alice Frei
2401 Dorrington Street
Houston, TX 77030

Judy Frei
839 Columbian Ave.
Oak Park, IL 60302


An employee of Gerrard Cox Larsen

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

ORIGINAL

FILED

JUN 12 11 22 AM '09

E. J. Smith
CLERK OF THE COURT

5-1
1 **ORDR**

2 DANIEL V. GOODSSELL, ESQ.

3 Nevada Bar No: 7356

4 MICHAEL A. OLSEN, ESQ.

5 Nevada Bar No: 6076

6 JENNIFER L. MICHELI, ESQ.

7 Nevada Bar No. 11210

8 **GOODSELL & OLSEN**

9 10155 W. Twain Ave., Suite 100

10 Las Vegas, Nevada 89147

11 Telephone (702) 869-6261

12 Facsimile (702) 869-8243

13 dan@goodsellolsen.com

14 mike@goodsellolsen.com

15 jennifer@goodsellolsen.com

16 Attorneys for Petitioner

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 In the Matter of

) Case No: P -09-065257

) Dept. No: PCI

)

15 FREI JOINT IRREVOCABLE TRUST

)

16 DATED OCTOBER 29, 1996

)

) Hearing Date: 05/01/09

) Hearing Time: 9:30 A.M.

)

18 **ORDER**

19
20 The Court having reviewed the Probate Commissioner's Report and
21 Recommendation Regarding Petition For Order Reforming Terms of Trust entered May 20, 2009
22 prepared by the Probate Commissioner and attached hereto, and good cause appearing therefore,
23 it is hereby ordered as follows:
24

25
26 ☒

The parties having waived the right to object thereto.

27 ☒

No timely objections having been filed thereto.

28 ☐

Having received the objections having been filed thereto and the written

GOODSELL & OLSEN
ATTORNEYS AT LAW
10155 W. TWAIN AVE., SUITE 100, LAS VEGAS, NV 89147
(702) 869-6261 TEL - (702) 869-8243 FAX

arguments in support of said objections, and good cause appearing,

✓
IT IS HEREBY ORDERED the Commissioner's Report and Recommendations
are affirmed and adopted.

IT IS HEREBY ORDERED the Commissioner's Report and Recommendations
are affirmed and adopted as modified in the manner as set forth in the attachment
hereto.

IT IS HEREBY ORDERED that a hearing on the Commissioner's Report is set
for the ____ day of ____, 2009.

DATED this 10th day of June, 2009.


DISTRICT COURT JUDGE 

I hereby certify that on the date filed, copies of this order were served by placing copies in the
attorney's folders or mailing to parties in proper person at the following address(es):

Court Clerk

Submitted by:

GOODSELL & OLSEN


DANIEL V. GOODSSELL, ESQ.

Nevada Bar No: 7356

JENNIFER L. MICHELI, ESQ.

Nevada Bar No. 11210

10155 W. Twain Ave., Suite 100

Las Vegas, Nevada 89147

Telephone (702) 869-6261

Facsimile (702) 869-8243

Attorneys for Petitioner

FILED

MAY 20 11 40 AM '09

[Signature]
CLERK OF THE COURT

RAR
DANIEL V. GOODSSELL, ESQ.
Nevada Bar No: 7356
MICHAEL A. OLSEN, ESQ.
Nevada Bar No: 6076
JENNIFER L. MICHELI, ESQ.
Nevada Bar No. 11210
GOODSELL & OLSEN
10155 W. Twain Ave., Suite 100
Las Vegas, Nevada 89147
Telephone (702) 869-6261
Facsimile (702) 869-8243
dan@goodsellolsen.com
mike@goodsellolsen.com
jennifer@goodsellolsen.com
Attorneys for Petitioner

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of	)	Case No: P -09-065257
	)	Dept. No: PCI
)	
FREI JOINT IRREVOCABLE TRUST)	
DATED OCTOBER 29, 1996)	
	)	Hearing Date: 05/01/09
	)	Hearing Time: 9:30 A.M.
)	

**PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION
REGARDING PETITION FOR ORDER REFORMING TERMS OF TRUST**

STEPHEN M. BROCK's Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29, 1996, for an Order Assuming Jurisdiction Over the Trust, and for an Order Reforming the Terms of the Trust having come on regularly for hearing before the Probate Commissioner of the Eighth Judicial District Court of Clark County, State of Nevada, and the Probate Commissioner having reviewed the pleadings and papers on file herein, and having heard the arguments of legal counsel representing the parties, and the Probate Commissioner

1 acting as a special master herein as provided under NRCP 53, hereby makes the following
2 findings and recommendations:

3 **I. PARTIES REPRESENTED AND PLEADINGS FILED**

4 The Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29,
5 1996, for an Order Assuming Jurisdiction Over the Trust, and for an Order Reforming the Terms
6 of the Trust filed by STEPEHN M. BROCK (hereafter referred to as the "Petitioner"), the
7 Opposition to Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29,
8 1996, for an Order Assuming Jurisdiction Over the Trust, and for an Order Reforming the Terms
9 of the Trust filed by EMIL FREI, III (hereinafter referred to as "Dr. Frei"); and Reply to
10 Opposition to Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29,
11 1996, for an Order Assuming Jurisdiction Over the Trust and for an Order Reforming the Terms
12 of the Trust filed by Petitioner; came on regularly before the Probate Commissioner on May 1,
13 2009 at 9:30 p.m., wherein Daniel V. Goodsell, Esq. and Michael A. Olsen, Esq. of the law firm
14 GOODSELL & OLSEN appeared and on behalf of the Petitioner; and Elliot S. Blut, Esq. of the
15 law firm BLUT & CAMPAIN appeared on behalf of Dr. Frei.

16 **II. FINDINGS OF FACT**

17 The Probate Commissioner, after reviewing all pleadings and after hearing oral
18 arguments by counsel in this matter, being fully advised in the premises, and good cause
19 appearing, hereby finds as follows:

- 20 1. That Dr. Frei and ADORIA S. FREI ("Mrs. Frei") were the Trustors of the
21 Frei Joint Revocable Trust dated October 29, 1996 (the "Trust").
22 2. That ADORIA S. FREI died on January 28, 2009, thus leaving Dr. Frei as
23 the sole surviving Trustor of the Trust.
24
25
26
27
28

1 3. That EMIL FREI, IV and PETER AUGUSTINE BROCK are named in
2 the Trust to be co-trustees to the Trust.

3 4. That the co-trustees of the Trust have conducted business in the State of
4 Nevada.
5

6 5. That the United States Federal District Court of Nevada previously
7 assumed jurisdiction over the trust in case no. 2:08-cv-00371-RCJ-RJJ, captioned *Emil Frei, III,*
8 *et. al. v. The Advanced Strategies Group, Inc, et. al.*, which included as parties to the action Dr.
9 Frei, Mrs. Frei and both co-trustees to the Trust.
10

11 6. That upon a verbal report by FREDRICK P. WAID, in his capacity as the
12 guardian *ad litem* to Dr. Frei, Dr. Frei desires to reform the Trust as requested by Petitioner
13 herein to ameliorate the conflict among his family members.

14 7. That the only objection raised by any party to the reformation of the Trust
15 was Dr. Frei's allegation that this Court did not have jurisdiction over the Trust.
16

17 **III.**
18 **RECOMMENDATIONS**

19 Accordingly, the Probate Commissioner hereby makes the following
20 Recommendations having been fully advised in the premises, and good cause appearing
21 therefore,
22

23 **IT IS HEREBY RECOMMENDED** that this Court assume general jurisdiction
24 over the matter under the provisions of NRS 164.010 on the basis that the co-trustees of the Trust
25 have conducted business in the State of Nevada and have also sought to have the United State
26 Federal District Court in and for the State of Nevada assume jurisdiction over the Trust in a
27 separate civil action that was pending prior to this action.
28

1 **IT IS FURHTHER RECOMMENDED** that EMIL FREI, IV and PETER
2 AUGUSTINE BROCK should be confirmed as the co-trustees of the Trust.

3 **IT IS FURTHER RECOMMENDED** that this Court should assume jurisdiction
4 over the Trust as a proceeding *in rem* as provided under NRS 164.010.
5

6 **IT IS FURTHER RECOMMENDED** that the Petition to Confirm Trustees of
7 the Frei Joint Irrevocable Trust dated October 29, 1996, for an Order Assuming Jurisdiction Over
8 the Trust, and for an Order Reforming the Terms of the Trust should be GRANTED and Section
9 1 of Article Seven of the Trust should be restated in its entirety as follows:
10

11 **Article Seven**

12 **Distribution of Our Trust Property**

13 **Section 1. Distribution of Trust Shares for Each Child**

14 The Exempt Share and the Non-Exempt Share of each child of ours who shall
15 then be living shall be administered and distributed as follows:

16 **a. Distribution of Both Exempt Share and Non-Exempt Share Upon Election of**
17 **Child**

18 Upon an election in writing by any child of ours delivered to our Trustee, the trust
19 share set aside for such child shall forthwith terminate and our Trustee shall distribute
20 all undistributed net income and principal to such child outright and free of the trust.
21 In the absence of such an election, the trust share set aside for such child shall be
22 administered and distributed as provided in subparagraphs b. and c. below of this
23 Section 1.

24 **b. Distribution of Exempt Share**

25 The undistributed Exempt Share for any child of ours shall be held in trust and
26 administered and distributed as follows:

27 **1. Distributions of Net Income of the Exempt Share**

28 Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit
of, a child or ours as much of the net income from such child's Exempt Share as
our Trustee deems advisable for the education, health, maintenance, and support
of the child.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, any child of ours as much of the principal from such child's Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of the child.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to any child or ours, it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to such child, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the child which arise outside of this agreement and are known to our Trustee, and also the income and principal available to the child from the child's Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of the child prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of the Child

Upon the death of any child of ours, any property in such child's Exempt Share shall be distributed to or for the benefit of the descendants of the child as the child shall appoint either by a valid last will and testament or by a valid living trust agreement. Such child may make distributions among such child's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the child shall determine. This limited testamentary power shall not be exercised in favor of the child's estate or the creditors of the child's estate.

To the extent that such child shall fail to exercise this limited testamentary power of appointment, any property in such child's Exempt Share shall be divided and allocated to the child's then living descendants, *per stirpes*, to be held and administered in a separate Exempt Shares for each of such descendant in accordance with subsection 5 below.

If such deceased child has no then living descendants, any property in such child's Exempt Share shall be divided and allocated to our then living descendants, *per stirpes*, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below. If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

1 **5. Distribution of Exempt Shares for Descendants**

2 Any Exempt Shares established pursuant to subsection 4 above or pursuant to this
3 subsection 5 shall be held and administered upon the same terms and provisions
4 set forth in this Section 1 that governed the Exempt Share for the child during the
5 child's lifetime.

6 Upon the death of any beneficiary for whom an Exempt Share shall have been
7 established pursuant to subsection 4 or this subsection 5, any property in such
8 beneficiary's Exempt Share shall be distributed to or for the benefit of the
9 descendants of such beneficiary as such beneficiary shall appoint either by a valid
10 last will and testament or by a valid living trust agreement. Such beneficiary may
11 make distributions among his or her descendants in equal or unequal amounts,
12 and on such terms and conditions, either outright or in trust, as such beneficiary
13 shall determine. This limited testamentary power shall not be exercised in favor of
14 the estate or the creditors of the estate of such beneficiary.

15 To the extent that any such beneficiary shall fail to exercise this limited
16 testamentary power of appointment, any property in the Exempt Share of such
17 beneficiary shall be divided and allocated to such beneficiary's then living
18 descendants; *per stirpes*, to be held and administered in separate Exempt Shares
19 for each of such descendants.

20 Upon the death of the descendants of such beneficiary for whom Exempt Shares
21 shall have been established, and upon the death of their descendants for whom
22 Exempt Shares shall have been established, generation to generation, until the
23 expiration of the period described in Section 2 of Article Thirteen of this
24 agreement, Exempt Shares shall be established for the descendants of a deceased
25 beneficiary, *per stirpes*, and held and administered pursuant to the provisions of
26 this subsection 5. Upon the expiration of the period described in Section 2 of
27 Article Thirteen, such shares shall be distributed as therein provided

28 If any beneficiary of an Exempt Share established pursuant to subsection 4 or this
 subsection 5 has no descendants living at his or her death, any property in the
 Exempt Share of such beneficiary shall be divided and allocated to the then living
 descendants of the marriage of the parents of such beneficiary, *per stirpes*, and, if
 there are no then living descendants of the marriage of the parents of such
 beneficiary, to the then living descendants of the deceased child of ours, *per*
 stirpes, and if there are no then living descendants of such deceased child, to our
 then living descendants, *per stirpes*, in each case to be added to the Exempt Share
 being held or administered for each of such descendants or if no Exempt Share is
 being held for a descendant, to be held for that descendant in an Exempt Share in
 accordance with this subsection 5.

 If we have no then living descendants, our Trustee shall distribute such trust
 property as provided in Article Eight of this agreement.

c. **Distribution of the Non-Exempt Share**

The undistributed Non-Exempt Share for a child of ours shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for such child shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to such child free of the trust.

2. Distribution of the Non-Exempt Share on the Death of the Child

A deceased child of ours shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, such child shall specifically refer to this power. Such child shall have the sole and exclusive right to exercise this testamentary general power of appointment. This testamentary general power of appointment specifically grants to such child the right to appoint property to such child's own estate. It also specifically grants to such child the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect. Any property in the Non-Exempt Share of such child which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of such child, *per stirpes*.

//

//

[The remainder of this page was left blank intentionally.]

//

//

//

1 If such child has no then living descendants, our Trustee shall distribute the
2 balance of the property of the Non-Exempt Share to our then living descendants,
3 *per stirpes*. If we have no then living descendants, our Trustee shall distribute the
4 remaining trust property as provided in Article Eight of this agreement.

5 DATED this 14th day of May, 2009.

6 **WESLEY F. YAMASHITA**

7 **PROBATE COMMISSIONER** *se*

8 Submitted by:

9 GOODSELL & OLSEN

10 
11 _____
12 DANIEL V. GOODSSELL, ESQ.

13 Nevada Bar No: 1356

14 MICHAEL A. OLSEN, ESQ.

15 Nevada Bar No: 6076

16 10155 W. Twain Ave., Suite 100

17 Las Vegas, Nevada 89147

18 Attorneys for Petitioner

GOODSELL & OLSEN

ATTORNEYS AT LAW
10155 W. TWAIN AVE., SUITE 100, LAS VEGAS, NV 89147
(702) 869-6261 TEL - (702) 869-8243 FAX

NOTICE

Pursuant to NRCP 53, you are hereby notified you have ten (10) days from the date you are served with the foregoing Report and Recommendation within which you may file a written objection.

I HEREBY CERTIFY that service of the foregoing Report and Recommendation was made this 20th day of May, by depositing a true and correct copy of the aforementioned document in the U.S. Mail, postage prepaid, first class mail, addressed to:

Judy Frei
839 Columbian Avenue
Oak Park, IL 60302-1557

Mary Frei
63 Park Avenue
Bedford Hills, NY 10807

Alice Frei
2401 Dorrington Street
Houston, TX 77030

Nancy Frei
12506 Queensbury
Houston, TX 77024

Emil Frei IV
3 Basswood Lane
Andover, MA 01810
John Brock
P.O. Box 127
Santa Barbara, CA 93102

Francis Brock
215 Creek Walk Drive
Walkersville, MD 21793
Peter Brock
Box 362
Garrett Park, MD 20896

Stephen Brock
5770 El Camino Road
Las Vegas, NV 89118

Vincent Brock
15549 La Subida Drive
Hacienda Heights, CA 91745

Chelsea Frei
3 Basswood Lane
Andover, MA 01810

Jeremiah Frei-Pearson
63 Park Avenue
Bedford Hills, NY 10807

Carly Frei
3 Basswood Lane
Andover, MA 01810

Helen Frei-Howe
839 Columbian Avenue
Oak Park, IL 60302-1557

Emil Frei-Howe
839 Columbian Avenue
Oak Park, IL 60302-1557

Andrew Brock
5770 El Camino Road
Las Vegas, NV 89118

1 Rachel Brock
2 5770 El Camino Road
3 Las Vegas, NV 89118

Emily L. Brock
215 Creek Walk Drive
Walkersville, MD 21793-6004

4 Anna Brock
5 215 Creek Walk Drive
6 Walkersville, MD 21793-6004

Joseph Brock
Box 362
Garrett Park, MD 20896

7 Michael Stephen Brock
8 5770 El Camino Road
9 Las Vegas, NV 89118

Jonathan Richard Brock
5770 El Camino Road
Las Vegas, NV 89118

10 Catherine Frei
11 12506 Queensbury
12 Houston, TX 77024

Jerry R. Frei
12506 Queensbury
Houston, TX 77024

13 Elizabeth Frei
14 2401 Dorrington Street
15 Houston, TX 77030

Nathaniel Frei-Pearson
63 Park Avenue
Bedford Hills, NY 10807

16 Abraham Frei-Pearson
17 63 Park Avenue
18 Bedford Hills, NY 10807
19 Joseph Brock
20 Box 362
21 Garrett Park, MD 20896

Daniel Brock
Box 362
Garrett Park, MD 20896
Christopher Brock
Box 362
Garrett Park, MD 20896

22 Elizabeth Brock
23 15549 La Subida Drive
24 Hacienda Heights, CA 91745

Timothy Brock
P.O. Box 127
Santa Barbara, CA 93102

25 Emily F. G. Brock
26 15549 La Subida Drive
27 Hacienda Heights, CA 91745

Peter Brock, II
Box 362
Garrett Park, MD 20896

28 Elliot Blut, Esq.
BLUT & CAMPAIN
2029 Century Park East, 21st floor
Los Angeles, CA 90067

Fred Waid, Esq.
Perth Consulting & Services, LLC
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145

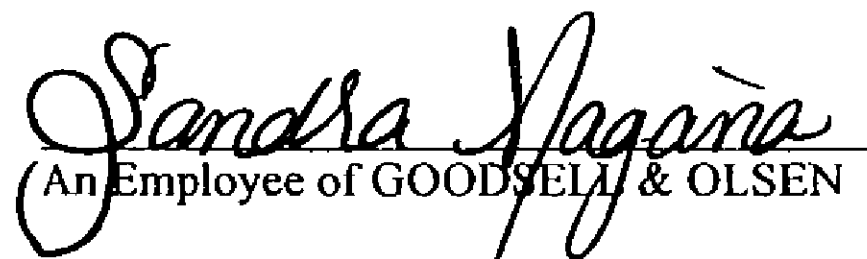

(An Employee of GOODSSELL & OLSEN)

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

ACCEPTANCE OF TRUSTEESHIP OF
THE FREI IRREVOCABLE TRUST, DATED OCTOBER 29, 1996

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

PREMIER TRUST OF NEVADA, being first duly sworn, does hereby certify and say that:

1. By Trust Agreement executed October 29, 1996, Emil Frei, III and Adoria B. Frei established The Frei Irrevocable Trust (the "Trust"). Emil Frei, IV and Peter Augustine Brock were designated as the original Trustees.

2. On September 1, 2009, Stephen Martin Brock, Francis Christopher Brock, Vincent DePaul Brock, John Claver Brock and Peter Augustine Brock exercised their right under the terms of the Trust to remove Emil Frei, IV as Trustee and to further designate Premier Trust of Nevada as Successor Co-Trustee of the Trust. A copy of said notices are attached hereto as Exhibit 1.

3. Premier Trust of Nevada hereby agrees to serve as Co-Trustee of the Trust, to accept the duties and responsibilities thereof, and to be bound by the terms of said Trust.

DATED this 14th day of September, 2009

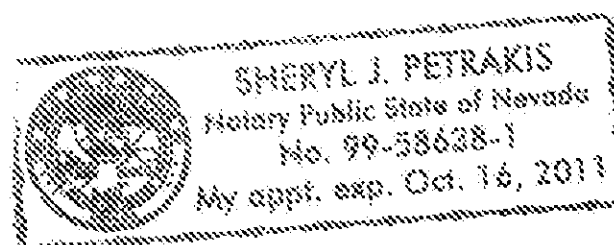


PREMIER TRUST OF NEVADA, Successor Co-Trustee

Signed and attested to before me this 14th day of September, 2009, by MARK DRESCHLER, Successor Co-Trustee of THE FREI IRREVOCABLE TRUST, dated October 29, 1996



NOTARY PUBLIC



NOTICE OF REMOVAL OF CO-TRUSTEE

TO: PETER AUGUSTINE BROCK
EMIL FREI, IV

THE UNDERSIGNED, comprising a majority of the beneficiaries of the JOINT IRREVOCABLE TRUST dated October 29, 1996 (hereafter referred to as the "Trust") currently eligible to receive mandatory or discretionary distributions of net income under the provisions of Article Three of the Trust, acting under the authority granted to them under Section 2 of Article Ten of the Trust, hereby remove NANCY FREI as co-trustee of the Trust, and they do further appoint (Trust Name), as co-trustee of the Trust to serve in his place effective immediately.

DATED as of the dates indicated below.

DATE: 6/27/09

Stephen Martin Brock
STEPHEN MARTIN BROCK

DATE: _____

FRANCIS CHRISTOPHER BROCK

DATE: 06.24.09

Vincent DePaul Brock
VINCENT DEPAUL BROCK

DATE: 6/27/2009

John Claver Brock
JOHN CLAVER BROCK

DATE: _____

Peter Augustine Brock
PETER AUGUSTINE BROCK

NOTICE OF REMOVAL OF CO-TRUSTEE

TO: PETER AUGUSTINE BROCK
EMIL FREI, IV

THE UNDERSIGNED, comprising a majority of the beneficiaries of the JOINT IRREVOCABLE TRUST dated October 29, 1996 (hereafter referred to as the "Trust") currently eligible to receive mandatory or discretionary distributions of net income under the provisions of Article Three of the Trust, acting under the authority granted to them under Section 2 of Article Ten of the Trust, hereby remove EMIL FREI, IV as co-trustee of the Trust, and they do further appoint (Trust Name) , as co-trustee of the Trust to serve in his place effective immediately.

DATED as of the dates indicated below.

DATE: _____

STEPHEN MARTIN BROCK

DATE: 6/26/2009

FRANCIS CHRISTOPHER BROCK

DATE: _____

VINCENT DEPAUL BROCK

DATE: _____

JOHN CLAVER BROCK

DATE: _____

PETER AUGUSTINE BROCK

SOLOMON DWIGGINS & FREER LTD.

Attorneys At Law

Mark A. Solomon
Dana A. Dwiggins
Alan D. Freer
Jeffrey A. Morse
Kari L. Stephens

Cheyenne West Professional Centre
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Brian P. Eagan
Catherine M. Mazzeo
Brian K. Steadman
Robert D. Simpson
Jeffrey R. Luszeck
Ross E. Evans

September 1, 2009

VIA EMAIL & US MAIL ONLY

Emil Frei, IV
3 Basswood Lane
Andover, Massachusetts 01810
Email: emilfrei@comcast.com

Elliot S. Blut, Esq.
Blut & Campaign
300 S. Fourth Street #701
Las Vegas, Nevada 89101
Email: ebhut@blutlaw.com

Nancy Frei
12506 Queensbury
Houston, TX 77024
via US Mail Only

RE: The Emil Frei, III and Adoria Frei Joint Irrevocable Trust

Dear Mr. Frei and Elliot:

Pursuant to Article Ten, Section 2 of the Joint Irrevocable Trust, the majority of the beneficiaries currently eligible to receive mandatory or discretionary distributions from the Joint Irrevocable Trust have the right to remove any Trustee. In so removing, the beneficiaries need not give any Trustee being removed any reason, cause or ground for such removal.

Pursuant to Article III, Adoria Frei's children, namely Stephen Brock, Francis Brock, Peter Brock, Vincent Brock and John Brock (collectively, "Brock Children") are beneficiaries with certain withdrawal rights during the lifetime of Emil Frei, III. Dr. Frei's children have no such withdrawal rights. In that regard, this letter shall serve a formal notice that, pursuant to Article Ten, Section 2 of the Joint Irrevocable Trust, under the provisions of Article Three of the Joint Irrevocable Trust, the Brock Children hereby remove Emil Frei, IV and Nancy Frei as Co-Trustee and Successor Co-Trustee of the Joint Irrevocable Trust. In their stead, and pursuant to Article Ten, Section 4, the Brock Children are designating Mark Dreschler with Premier Trust of Nevada as the Successor Co-Trustee of the Joint Living Trust. I have personally spoken to Mr. Dreschler, who is willing to accept such appointment. The Brock Children believe the appointment of Mr. Dreschler will allow for more effective administration of the Joint Irrevocable Trust for the benefit of all beneficiaries named thereunder.

Emil Frei
Elliot Blut, Esq.
Nancy Frei
September 1, 2009
Page 2

Enclosed herewith, please find the Notice of Removal Co-Trustee for the removal of Mr. Frei and Ms. Frei, executed by the Brock Children. I am in the process of obtaining Mr. Dreschler's signature on the Acceptance of Appointment, a copy of which will be forwarded to you upon receipt.

If you have any questions, please contact me at the number listed above.

Sincerely,



Dana A. Dwiggin

cc: Stephen Brock

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

ORIGINAL

Alvin L. Harrison

DISTRICT COURT
CLARK COUNTY, NEVADA

CLERK OF THE COURT

* * * * *

EMIL FREI, III

Plaintiff

CASE NO. A-588750

vs.

DEPT. NO. I

PUBLIC COMPANY MANAGEMENT
CORP., et al.

Defendant

Transcript of
Proceedings

BEFORE THE HONORABLE KENNETH C. CORY, DISTRICT COURT JUDGE

PORTION OF JURY TRIAL - DAY 3
(PLACING OF SETTLEMENT ON THE RECORD)

WEDNESDAY, MARCH 31, 2010

APPEARANCES:

FOR THE PLAINTIFF:

ELLIOT S. BLUT, ESQ.

FOR THE DEFENDANTS:

WILLIAM R. URGAS, ESQ.
DANA A. DWIGGINS, ESQ.

ALSO PRESENT:

DR. EMIL FREI, III
MS. MARY FREI

COURT RECORDER:

TRANSCRIPTION BY:

BEVERLY SIGURNIK
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

COPY

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

EMIL FREI, III

Plaintiff

vs.

PUBLIC COMPANY MANAGEMENT
CORP., et al.

Defendant

CASE NO. A-588750

DEPT. NO. 1

Transcript of
Proceedings

BEFORE THE HONORABLE KENNETH C. CORY, DISTRICT COURT JUDGE

PORTION OF JURY TRIAL - DAY 3
(PLACING OF SETTLEMENT ON THE RECORD)

WEDNESDAY, MARCH 31, 2010

APPEARANCES:

FOR THE PLAINTIFF:

ELLIOT S. BLUM, ESQ.

FOR THE DEFENDANTS:

WILLIAM R. URGAS, ESQ.
DANA A. DWIGGINS, ESQ.

ALSO PRESENT:

DR. EMIL FREI, III
MS. MARY FREI

COURT RECORDER:

TRANSCRIPTION BY:

BEVERLY SIGURNIK
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

1 LAS VEGAS, NEVADA, WEDNESDAY, MARCH 31, 2010, 2:20 P.M.

2 (Prior proceedings not transcribed)

3 (Jury is not present)

4 THE COURT: All right. We are on the record. My
5 understanding is there is a settlement in this case.

6 MR. BLUT: That's correct, Your Honor.

7 MR. DRGA: That is true, Your Honor. In fact, it's
8 going to be a global settlement that will relate to a case
9 that's pending in the Probate Court and also other litigation
10 that's pending in other courtrooms in the District Court here
11 between the parties. And I'm going to request that Dana
12 Dwiggins present the settlement offer, because she has spent
13 the lion's share of the time negotiating with Mr. Blut and has
14 the details.

15 THE COURT: All right. Ms. Dwiggins.

16 MS. DWIGGINS: I'm going to just review it,
17 primarily.

18 The Emil Frei, III, Trust as amended will receive
19 assets in the total amount of 400,000, consisting of certain
20 Bank of America investment accounts, less the PCMC stock which
21 is held in those accounts. The PCMC stock shall be assigned
22 to the Adoria S. Frei Trust. She'll also --

23 The Emil Frei, III, Trust shall also receive the
24 surrender value of a New York Life Insurance Policy Number
25 43926238 that has a current death benefit of 180,000 and a

1 cash value of approximately 140,000. And to the extent the
2 foregoing amounts are less than 400,000, the difference in
3 such amounts shall be paid from the funds currently held in
4 trust with Attorney Pat Byrne in his trust account.

5 Any remaining funds in that trust account shall be
6 paid over to the Adoria S. Frei Trust, and Dr. Frei shall
7 cooperate, if necessary, in surrendering the New York Life
8 Insurance policy that's referenced.

9 I guess I can't say subject to paragraph 4, can I?
10 Well, let me start -- that was paragraph 1.

11 Paragraph 2, subject to paragraph 4, Stephen Brock
12 individually will pay a total sum in the amount of \$175,000 to
13 the Emil Frei, III, Trust as amendment [sic]. Said amount
14 shall be treated as repayment of any loan made by the Adoria
15 S. Frei Trust to Stephen Brock.

16 Paragraph 3, subject also to paragraph 4, Stephen
17 Brock individually will pay a total sum of \$150,000 to the
18 Emil Frei, III, Trust, as amended, and Stephen Brock
19 individually and/or the Adoria S. Frei Trust will pay an
20 additional total sum of \$90,000 to the Emil Frei, III, Trust
21 as amended, for a total of \$240,000.

22 Paragraph 4, the amounts set forth above, namely
23 being the 170,000 [sic], the 150,000, and the 90,000, shall be
24 paid with interest commencing on June 1st, 2010, at the rate
25 of prime interest plus 1, payable over the course of three

1 years at 5,000 per month, with the outstanding balance paid on
2 May 31st, 2013, unless otherwise paid sooner. This amount
3 shall be secured by Stephen Brock's interest in the joint life
4 insurance policy, which shall not be disclaimed by Stephen
5 Brock. In the event the policy is sold, then any amounts
6 received by Stephen Brock pursuant to his interest in the
7 joint life insurance trust shall at Stephen Brock's option
8 either be applied to principal or, in the event not applied to
9 principal, Stephen Brock shall substitute the security with
10 some other adequate security.

11 Stephen Brock further represents that he has not
12 previously assigned or otherwise disclaimed his interest in
13 the joint life insurance trust.

14 In the event there is a default in any of the
15 payments there shall be a default interest rate of 5 percent.

16 Paragraph Number 5, Stephen Brock individually will
17 pay an additional sum in the amount of \$100,000 to the Emil
18 Frei, III, Trust as amendment (sic), said amount, which shall
19 be repaid with interest at the rate of 6 percent, payable over
20 the course of one year at 5,000 per month, with the first
21 payment and interest commencing on June 1st, 2013, and the
22 outstanding balance paid on May 31st, 2014, unless otherwise
23 paid sooner.

24 Paragraph 6, Stephen Brock additionally -- or,
25 excuse me. Stephen Brock individually will pay an additional

1 sum in the amount of \$100,000 to the Emil Frei, III, Trust as
2 amendment, which amount shall be repaid with interest at the
3 rate of 6 percent, payable over the course of one year at
4 \$,000 per month, with the first payment and interest
5 commencing on June 1st, 2014, and the outstanding balance paid
6 on May 31st, 2015, unless otherwise paid sooner.

7 Paragraph 7, all real property held in the name of
8 Emil Frei, III, Adoria Frei, and/or the Adoria Frei Trust,
9 including, but not limited to, certain real property located
10 at 5780 El Camino Road, Las Vegas, Nevada; real property
11 located at 10802 Kennelworth Avenue, Garrett Park, including
12 the home and the lot; and certain real property located at 401
13 Grossner Place, Rockville, shall remain in the Adoria S. Frei
14 Trust. The Adoria S. Frei Trust shall make reasonable efforts
15 to refinance such properties so as to remove Dr. Frei's name
16 from any loans thereon, if any.

17 In the event there is a foreclosure on the El Camino
18 property located here in Las Vegas that results in a
19 deficiency judgment against Dr. Frei individually, said amount
20 shall be paid from Stephen Brock's interest in the joint life
21 insurance trust, which shall not be disclaimed by Stephen
22 Brock.

23 Paragraph 8, Dr. Frei shall be responsible for any
24 and all fees and costs incurred by Fred Wade as guardian ad
25 litem for Dr. Frei, including, but not limited to, fees

1 incurred by Hutchison & Steffen on his behalf.

2 Paragraph 9, the outstanding 2008 tax liability
3 relating to the 1040 filed on behalf of Dr. Frei and Adoria
4 Frei shall be equally split between Dr. Frei and the Adoria S.
5 Frei Trust, provided, however, that the Adoria S. Frei Trust
6 shall be entitled to make payments on such tax liability.

7 Paragraph 10, certain lawsuit relating to Deer Creek
8 real property shall be assigned by Dr. Frei to Stephen Brock
9 individually.

10 Paragraph Number 11, neither Dr. Frei; Elizabeth
11 Frei; Emil Frei, IV; Judith Frei; Lawrence Howe; Nancy Frei;
12 and/or Alice Frei shall directly or indirectly disparage
13 Stephen Brock, Public Company Management Corporation, Go
14 Public Today, or any of their affiliates or subsidiaries, and
15 shall not file or make any complaint or cause to be filed or
16 make any complaint by any third party with the Security
17 Exchange Commission or any other governmental agency, state or
18 federal, relating to Public Company Management Corporation, Go
19 Public Today, or any of their affiliates or subsidiaries. Dr.
20 Frei; Elizabeth Frei; Emil Frei, IV; Judith Frei; Lawrence
21 Howe; Nancy Frei; and/or Alice Frei additionally represent
22 that -- that any complaints or inquiries previously made by
23 either of them, either directly or indirectly, to any
24 governmental agency, state or federal, will be withdrawn, and
25 no further complaints or inquiries will be made. And to the

1 extent any costs are incurred by Stephen Brock, Public Company
2 Management Corporation, Go Public Today, or any of their
3 affiliates or subsidiaries as a result of any complaint or
4 inquiry made to any governmental agency, state or federal,
5 then such costs shall be deducted from the amount owed -- or
6 paid by Stephen Brock pursuant to this agreement.

7 MR. BLUF: And that's costs and things that are
8 incurred after this settlement has been entered, and does not
9 apply to costs that have previously been assessed.

10 THE COURT: Previously -- previously assessed costs,
11 then, are not included in that paragraph?

12 MS. DWIGGINS: Correct.

13 THE COURT: Okay.

14 MS. DWIGGINS: Stephen Brock, Public Company
15 Management Corporation, Go Public Today, or any of their
16 affiliates or subsidiaries agree not to use Dr. Frei's name in
17 any manner.

18 Paragraph 12, except as to the terms set forth
19 herein, Stephen Brock individually, as the prior attorney in
20 fact for Emil Frei, III, and Adoria S. Frei, as well as
21 trustee of the Adoria S. Frei Trust, and the Adoria S. Frei
22 Trust shall be granted a full release relating to any matter
23 concerning the Adoria S. Frei Trust; the Emil Frei, III,
24 Trust; Adoria S. Frei; or Emil Frei individually. Said
25 general release shall be granted by Dr. Frei; Elizabeth Frei;

1 Emil Frei, IV; Judith Frei; Lawrence Howe; Nancy Frei; and/or
2 Alice Frei; and any and all other heirs.

3 Paragraph 13, Emil Frei, III, shall waive any and
4 all interest in the Adoria S. Frei Trust, including any right
5 to receive an accounting of such trust, and shall no longer be
6 considered a beneficiary of the trust entitled to receive any
7 information.

8 Paragraph 14, the interest and collateral payments
9 on the joint life insurance policy on the life of Dr. Frei
10 with a death benefit of approximately \$8 million shall be paid
11 equally by Dr. Frei and/or any of his children on the one
12 hand, and any of Adoria S. Frei's children and/or the Adoria
13 S. Frei Trust on the other hand. It is represented that the
14 current interest and collateral payments are approximately
15 \$30,000 per year.

16 In the event premiums are due on such policy, the
17 parties shall cooperate with one another in making such
18 payments, and the trustee shall be authorized to make
19 reasonable efforts to obtain premium financing and/or other
20 financing in order to make such premium payments.

21 In the event any payments due under the policy are
22 made disproportionate by any beneficiary, then said
23 beneficiary shall be entitled to reimbursement of said amount
24 from the gross proceeds of the life insurance policy.

25 Dr. Frei and/or his children shall be responsible

1 for the premium and/or interest and collateral payments on the
2 single life insurance policy.

3 Paragraph 15, all proceedings currently pending
4 before the Probate Court relating to the Adoria S. Frei Trust,
5 Case Number P-06S235, shall be dismissed with prejudice,
6 including the petition relating to any accounting.

7 Paragraph 16, any and all actions initiated by and
8 against Stephen Brock, Public Company Management Corporation,
9 the Adoria S. Frei Trust, Dr. Frei, and/or his children shall
10 be dismissed with prejudice, including any counterclaims
11 asserted therein, and all parties thereto shall be granted a
12 general release.

13 And I guess paragraph 17, Stephen Brock shall waive
14 any and all interest in Emil Frei, III, Trust.

15 Did I get them all?

16 MR. BLUT: I think paragraph 18 would be that
17 there'll be no use by Mr. Brock or Public Company Management
18 Company or NEDAB or any related affiliated companies of Dr.
19 Frei's name or likeness, that --

20 MS. DWIGGINS: I included that already, but --

21 MR. BLUT: The next paragraph in line, that --
22 similar to paragraph 12, that it's basically a mutual general
23 release of all claims, not just from the Frei side or the
24 Brock side, but also Mr. Brock and his company, and related
25 companies are also granting a general release to Dr. Frei;

1 Lawrence Howe; Emil Frei, IV; Mary Frei; Judy Frei; Alice
2 Frei; and Nancy Frei.

3 Also specifically as to Paragraph Number 1, there
4 has been a representation and warranty of the cash on hand in
5 the Adoria Frei Trust, including the representation was
6 approximately -- and I stress approximately -- 200,000 in the
7 Bank of America account such that there would be a requirement
8 of approximately 60,000 from the Pat Byrne account, and that's
9 a specific representation that's being made to induce Dr. Frei
10 to enter the agreement.

11 MS. DWIGGINS: I guess I just want to clarify. With
12 respect to the Bank of America investment accounts I believe
13 the last statement indicated there was a balance of
14 approximately \$190,000, and that would be less the value of
15 the PCMC stock as indicated on those statements.

16 MR. BLUT: That's --

17 THE COURT: The parties agree that whatever the last
18 bank statement is on that account is the operable --

19 MR. BLUT: In terms of the representations that are
20 being made, yes.

21 THE COURT: Okay.

22 MR. BLUT: That's all we're trying to make clear,
23 Your Honor.

24 THE COURT: All right. Is that agreeable?

25 MR. BLUT: Thank you. Also that Mr. Brock will

1 consent to a petition, and really all parties will consent to
2 petitions in the Probate Court to the extent necessary to
3 confirm the agreement and have court order specifically
4 relating to the joint life insurance trust and the waiver of
5 -- and the agreement to not disclaim his interest by Mr.
6 Brock.

7 I just want to make sure that's agreed.

8 MS. DWIGGINS: We agree that a petition will be
9 filed relative to Stephen Brock's inability to disclaim or
10 otherwise assign his interest in the trust.

11 MR. BLUT: Okay. And we will --

12 THE COURT: Is that agreeable?

13 MR. BLUT: Yes.

14 THE COURT: Okay.

15 MR. BLUT: There'll be representations in there also
16 as to what the security that that interest is being given and
17 what that is being given for. That way the trustees can be
18 aware of the security interest in that contingent interest in
19 the life insurance policy trust.

20 MS. DWIGGINS: I believe we could just provide the
21 trustees a copy of the settlement agreement --

22 MR. BLUT: Okay.

23 MS. DWIGGINS: -- that provides it, what's secured.
24 I don't believe it's necessary for that to be subject to a
25 petition of the court.

1 MR. BLUT: Well, I guess it would just be whether
2 there's an agreement that Mr. Brock would consent, obviously
3 after review by his counsel, to a petition that would comport
4 and comply with the terms that are on the record.

5 THE COURT: Am I hearing agreement by both sides on
6 that point, then?

7 MS. DWIGGINS: I guess I'm not sure I fully
8 understand. As with respect to the joint life insurance
9 trust, correct.

10 MR. BLUT: Yes. That was the point.

11 THE COURT: That is the point?

12 MR. BLUT: Yes.

13 THE COURT: So there's agreement as to that point.

14 MS. DWIGGINS: I guess I'm not sure if you needed an
15 order stating that he's not going to disclaim it, but as --
16 just as opposed to providing a copy of the settlement
17 agreement to the trustee. But if it's necessary to obtain an
18 order, then we agree.

19 THE COURT: Any other additions, Mr. Blut?

20 MR. BLUT: That the -- that there's been a -- and
21 maybe Ms. Dwiggin's can make the -- well, before getting to
22 that, also that there will be a -- within 60 days that will be
23 provided, and the trustee of the Adoria Frei Trust will
24 cooperate with the keys to the storage facilities both here
25 and in Maryland that contains Dr. Frei's personal property.

1 MS. DWIGGINS: We agree to provide them access to
2 it, the storage facilities.

3 THE COURT: Is that agreeable?

4 (Pause in the proceedings)

5 MS. DWIGGINS: We'll represent we have not removed
6 any items from the storage facilities.

7 THE COURT: Okay.

8 MS. FREI: Either in Maryland or here?

9 MS. DWIGGINS: Either Maryland or Las Vegas.

10 MS. FREI: And the storage facility would contain
11 the items from his home.

12 THE COURT: Well, they -- the most they can
13 represent is they haven't removed anything.

14 MS. FREI: But can I speak. Would it make sense for
15 my father to list the specific items that he definitely wants
16 returned that could have been removed from his home and taken
17 to one of their homes?

18 MS. DWIGGINS: We will represent that the items from
19 the home were packed by a professional moving company and
20 placed in storage, and nothing was removed by my client.

21 THE COURT: Okay. So that's the representation.
22 The only question is whether there is agreement, then. With
23 that representation, is that satisfactory, then?

24 MR. BLUT: Can we -- can we get -- there's
25 apparently an inventory list.

1 MS. DWIGGINS: We will provide a copy of the
2 inventory list.

3 THE COURT: There you go.

4 MR. BLUT: Okay.

5 THE COURT: So a copy of the inventory list will be
6 provided, and the representation is made that nothing has been
7 removed from storage and that professional movers were used to
8 remove everything from the home and take it to the storage.
9 Is that agreeable, then, that that satisfies that --

10 MS. FREI: What would be the down side of listing
11 the few specific items that he definitely wanted returned to
12 him?

13 THE COURT: Well, there's no down side to it, except
14 we are here now with a jury sitting out in the hall. So --

15 MS. FREI: Well, I can tell you right now there's an
16 urn and a mosaic table that he absolutely wants returned.

17 THE COURT: Okay. Do we know anything about an urn
18 and a mosaic table?

19 MR. BROCK: That's in Maryland, to the best of my
20 knowledge, and my understanding is it's still there.

21 THE COURT: Have you seen it there?

22 MR. BROCK: I have not been to Maryland to see it.

23 THE COURT: Okay. Is that something that would have
24 been included in the items taken by the professional movers
25 from the home to the storage?

1 MR. BROCK: That was a separate move in Maryland
2 from a condominium.

3 THE COURT: Okay.

4 MR. BROCK: The professional movers were here at El
5 Camino, so I can't attest to -- my brothers moved everything
6 out for that rental unit to be rented.

7 THE COURT: Okay. So does that sound right, that it
8 would have gone from the condominium to storage back there?

9 MS. FREI: It would have, assuming that's where it
10 went.

11 THE COURT: Okay. Well, then the -- how do you want
12 to handle it? The representation could be that it's there if
13 you -- if you know that everything went there.

14 MS. DWIGGINS: We don't know. We did not handle
15 that move.

16 MR. BROCK: It's been represented. I can call my
17 brother right now if you're going to represent it, if you'd
18 like.

19 THE COURT: Well, can we -- would it make sense to
20 do this? I mean, this is going to have to be boiled down to a
21 writing. By the time you put it in writing you can confirm
22 that it's there and put that -- put an affirmative
23 representation, then, in there that those two items, the urn
24 and the -- what was the other thing?

25 MS. FREI: Well, the specific ones he wants back are

1 the urn and the mosaic table.

2 THE COURT: Urn and the mosaic table. And then the
3 general representation that the rest of the items were taken
4 there, as well; right? So is that agreeable, then, to make
5 that subject to confirmation so that you can make the specific
6 representation as to those two items?

7 MS. DWIGGINS: We could contact Peter --

8 Is it Peter Brock?

9 MR. BROCK: Peter.

10 MS. DWIGGINS: -- Peter Brock to see if those items
11 were placed in storage, yes.

12 THE COURT: Okay. So we have an agreement in
13 principle. It will be confirmed with an affirmative
14 representation in writing that these two items are there, and
15 it's already been represented that all the items in fact were
16 taken from the condominium and put into the storage there.

17 MS. FREI: Just one other thing. My dad would
18 really like to go see his stuff tomorrow. Is that possible?

19 MS. DWIGGINS: I would have to talk to my client and
20 see if -- I mean, if he could contact the storage company --

21 MR. BROCK: I haven't talked to the storage company
22 in six months. I just have to contact them and --

23 THE COURT: Okay. And --

24 MS. FREI: I know it's a little --

25 MS. DWIGGINS: We'll make reasonable efforts --

1 THE COURT: Who's in charge?
2 MS. DWIGGINS: -- to make sure.
3 MR. BROCK: I have the information --
4 THE COURT: Okay. So all reasonable efforts will be
5 made to give any permission necessary from the defense so that
6 that visit could be made. Is that satisfactory?
7 DR. FREI: Yeah, that's -- that's all right.
8 THE COURT: Okay.
9 MR. BLUT: And Ms. Dwiggin had made -- and hope --
10 I think there's a representation that of the Pacific Life and
11 Jackson National Life annuity accounts that were liquidated in
12 2009, there's a representation made that taxes were withheld.
13 MS. DWIGGINS: There's a representation that --
14 we'll make the representation that we requested taxes to be
15 withheld.
16 THE COURT: There will be a -- the representation is
17 that there will be a request to withhold taxes? Is that the
18 way you put it?
19 MS. DWIGGINS: Correct. At the time of liquidation.
20 THE COURT: Okay.
21 MR. BLUT: Well, that would have been in the past,
22 Your Honor, that there was a request that the annuity
23 companies withhold taxes.
24 MS. FREI: But the concern is that Dad doesn't want
25 to get saddled with taxes on that.

1 MS. DWIGGINS: We would have to review the
2 documents. The best of our knowledge, the requests -- well, I
3 can represent that there was a request made to withhold taxes,
4 and to the best of our knowledge taxes in fact were withheld.

5 THE COURT: Okay. All right.

6 MS. FREI: And if they were not?

7 THE COURT: Well, here's our problem, ma'am. We're
8 -- the question that I have is do I go forward with the trial,
9 or do I stop. I stop if I have a deal that's sufficient, even
10 though it hasn't been boiled down in writing, that there is as
11 much understanding and agreement on all the fine details as we
12 can put on it at this point. If there is something that
13 you're telling me it's a deal breaker if there's not some --
14 some particular and if they're not in a position to make the
15 affirmation that it's done in a certain way or, in this case,
16 that the taxes have been withheld --

17 Are you able -- what's the representation in
18 relation to that?

19 MS. DWIGGINS: The problem is Mr. Blut just informed
20 me of this issue as we were walking into court this afternoon,
21 so I unfortunately don't have the documents accessible to me.
22 I have been able to confirm through the requests for
23 liquidation, which were the only documents I was able to
24 access, that there was in fact a request made for taxes to be
25 withheld.

1 THE COURT: Okay.

2 MS. DWIGGINS: And to the best of our knowledge,
3 they in fact were withheld. However, I have not been able to
4 confirm that one way or another, and therefore cannot
5 represent it.

6 THE COURT: The request would have been made to
7 whom?

8 MS. DWIGGINS: Directly to Jackson National Life.

9 THE COURT: Okay.

10 MS. FREI: Well, let me ask -- go ahead, Dad.

11 DR. FREI: There are many things in there that are
12 -- such as books, paintings, et cetera, that --

13 THE COURT: In the storage?

14 DR. FREI: -- are in the storage unit, in those
15 three facilities.

16 MR. BLUT: Well, she's going to get you into the one
17 tomorrow.

18 MS. FREI: She's going to do her best to let us go
19 look at your stuff tomorrow, Dad. Not the stuff in Maryland,
20 but the stuff here.

21 THE COURT: So the question is is it agreeable and
22 is there agreement that -- and that will be confirmed, that
23 the request was made to the Jackson National Bank [sic] to
24 withhold taxes?

25 MS. DWIGGINS: Jackson National Life, correct.

1 MR. URGAS: Life insurance.

2 THE COURT: Jackson National Life Insurance to
3 withhold taxes. That's an affirmative representation that's
4 being made as part of this.

5 MS. FREI: And this is all new to me, and if the
6 taxes aren't withheld, he then really is left with virtually
7 no cash to live on. So my question to you is what happens if
8 the taxes weren't withheld? We're only talking about his
9 getting about \$280,000 in cash.

10 THE COURT: Well, it sounds like we don't really
11 have a deal, then. If I'm understanding, what you're saying
12 is you have real questions and you're not -- you're not able
13 to put a settlement on the record at this point. Is that what
14 you're telling me?

15 MS. FREI: I --

16 THE COURT: All right. Bring the jury in. We're
17 going to trial.

18 MR. URGAS: Unbelievable.

19 MS. FREI: Am I wrong? I mean --

20 MR. BLUT: They made the representation.

21 MS. FREI: I don't know what that means.

22 MR. BLUT: Well, they're saying that they asked for
23 it.

24 MS. FREI: Well, what if it didn't happen, Elliot?
25 Then Dad has nothing.

1 MR. BLUT: Well, I know. But then we really don't
2 -- don't have any settlement.

3 MS. FREI: Well, just -- I don't know what to tell
4 you.

5 (Court recessed at 2:46 p.m., until 2:53 p.m.)

6 (Jury is present)

7 (Continued testimony of Stephen Brock - not transcribed)

8 (Court recessed at 4:02 p.m., until 4:17 p.m.)

9 (Jury is not present)

10 THE COURT: All right. I understand the parties
11 think they have it settled. But, folks, we have -- we have
12 stopped this trial in the middle twice now for hours on end on
13 a trial that we had a set time frame which we gave to this
14 jury, and they've been sitting out there cooling their heels,
15 and the clock is running, and we may or may not get done in
16 time. I am not willing to hold off any longer. We're going
17 to try this case or you're going to settle it, but we're not
18 going to kind of do some of one and some of the other.

19 Now, if you're ready to settle the case and you can
20 put it on the record quickly, let's do it. Otherwise, we'll
21 bring the jury in, we'll try through the end of the day, and
22 then we'll see whether we can put it on the record.

23 MR. URGAS: Your Honor, the one issue that was
24 outstanding is whether the taxes were withheld on the
25 liquidation of the Jackson Life and the Pacific Life insurance

1 for 2009, and we have confirmed that the taxes were withheld.

2 THE COURT: All right. Is that agreeable?

3 MR. BLUT: It's agreeable with that representation,
4 Your Honor. That was the last piece.

5 THE COURT: All right. And is that the end of the
6 -- of putting it -- spreading the settlement on the record?

7 MR. BLUT: Yes. As long -- I'm sure we can piece
8 together, Your Honor, what we've put on before and now. That
9 was the last piece.

10 THE COURT: All right. Now, what the parties need
11 to understand, though, is that if we're going to stop this
12 trial -- I take it what you're saying is this case is settled
13 and you want to stop the trial.

14 MR. URGAS: This case is settled, Your Honor.

15 THE COURT: If we're going to stop this trial, it
16 needs to be that everyone understands that even though we are
17 going to wait and you're going to boil it down into writing
18 signed by the parties, which is the proper way to do it.
19 There has been spread on this record understanding as to what
20 the settlement is. My position has always been that when that
21 happens that becomes a binding settlement agreement now. I
22 understand that there may be problems crop up because you
23 can't give it all the fine touches and there are things that
24 will have to be said. But my position is that this is a
25 binding settlement agreement as of now and that if a party

1 desires to seek enforcement of that settlement agreement,
2 they're free to do so just based on the record that's here
3 today.

4 Now, it will be a binding settlement agreement if
5 the individuals involved indicate on the record that that is
6 their understanding and that they wish to settle the case on
7 those terms.

8 I will ask you, Mr. Brock, is that your
9 understanding and do you wish to settle the case on those
10 terms?

11 MR. BROCK: Yes, it is, Your Honor. And I do.

12 THE COURT: All right. Mr. Frei, is that your
13 understanding of the settlement terms and is it your desire to
14 settle this case on those terms that have been spread upon the
15 record?

16 DR. FREI: Yes.

17 THE COURT: All right. And the attorneys know this,
18 but the rest of the folks don't. We not only have somebody
19 back here making notes, but our record is -- there are video
20 cameras all around here, and that constitutes the record of
21 not only the trial, but now of the settlement agreement. It
22 appears to me that there has been a settlement here, and,
23 accordingly, we will end this trial.

24 I congratulate the parties. I hope that my firming
25 up here is not misconstrued. We have an important matter of a

1 jury trial here with jurors sitting around. And we're free to
2 settle it at any point that you want to, but we're not going
3 to spend multiple times talking about it and not doing it and
4 then think that we're going to finish a trial on time.

5 MR. URGAS: Your Honor, I think we still would have
6 finished the trial on time; but thank goodness we were able to
7 get it settled.

8 THE COURT: I put that in the same category as
9 attorneys that tell me that they'll be brief. I've seen it
10 breached more often than I've seen it adhered to.

11 MR. URGAS: That's my best understanding today.
12 How's that?

13 THE COURT: Are the parties agreeable, then, for me
14 to bring the jury in --

15 MR. URGAS: Absolutely.

16 THE COURT: -- and announce to them that the
17 matter's been settled?

18 MR. URGAS: Absolutely.

19 MR. BLUT: Yes, Your Honor.

20 THE COURT: All right. Let's bring the jury.

21 (Jury reconvened at 4:22 p.m.)

22 (Jury thanked and discharged and
23 proceedings concluded at 4:26 p.m.)

24

25

* * * * *

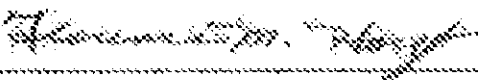
CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

FLORENCE HOYT
Las Vegas, Nevada 89146


FLORENCE HOYT, TRANSCRIBER

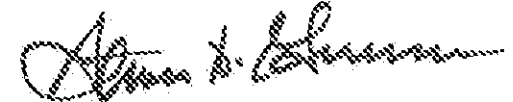
4/3/10

DATE

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”



CLERK OF THE COURT

ORDR

DANA A. DWIGGINS, ESQ.

Nevada Bar No. 7049

ddwiggins@sdfnylaw.com

SOLOMON DWIGGINS FREER & MORSE, LTD.

Cheyenne West Professional Centre

9060 W. Cheyenne Avenue

Las Vegas, Nevada 89129

Telephone: (702) 853-5483

Fax: (702) 853-5485

Attorneys for STEPHEN BROCK,

Trustee of the Adoria S. Frei Trust - 1999

DISTRICT COURT**CLARK COUNTY, NEVADA**

In the Matter of)

Case No.: P-09-065235-E

Dept No.: PC1

ADORIA S. FREI TRUST - 1999, dated,)

September 14, 1999)

Date of Hearing: June 4, 2010

Time of Hearing: 9:30 p.m.

ORDER APPROVING SETTLEMENT AGREEMENT

This matter came on before Probate Commissioner Wesley Yamashita for a status hearing on June 4, 2010, regarding settlement between the parties relating to the Adoria Frei Trust - 1999, dated September 14, 1999, as amended, and the Estate of Adoria Frei. Dana A. Dwiggins, Esq., of the law firm SOLOMON DWIGGINS FREER & MORSE, LTD., appeared as counsel for Stephen Brock, Trustee of the Adoria Frei Trust - 1999, dated September 14, 1999, as amended; and Christopher J. Phillips, Esq., of the law firm TRENT, TYRELL & PHILLIPS, appeared as counsel for Peter Brock, the Personal Representative of the Estate of Adoria Frei. The Court hearing the representations of counsel and having reviewed the pleadings and attachments thereto, including that certain Minute Order entered by the Honorable Judge Kenneth C. Cory in Case No. A-09-588750-C, the Court finds as follows:

I. On March 31, 2010, the parties, namely Stephen Brock, individually, as the prior attorney in fact for Emil Frei, III and Adoria Frei, and as beneficiary and Successor Trustee of the Adoria Frei Trust, the Adoria Trust, and Public Company Management Corporation and its affiliates and subsidiaries, Emil Frei, III, individually and as beneficiary of the Adoria Frei Trust, beneficiary of the Estate of Adoria Frei, as Trustee and as beneficiary of the Emil Frei, III Trust, 1999 Trust, as amended ("Emil Frei Trust"), Emil

1 Frei, IV, as attorney in fact for Emil Frei, III, Lawrence Howe, individually, and Emil Frei, IV, Nancy Frei,
2 Elizabeth Frei, Judith Frei and Nancy Frei, individually and in their capacities as beneficiaries of the Emil
3 Frei Trust, reached a global settlement agreement pertaining to the instant action as well as Eighth Judicial
4 District Court Case Nos. A-09-588750-C, A-10-A609292-C and A-10-607772-C. The substantive terms
5 of the settlement agreement were placed on the record in open court before the Honorable Kenneth C. Cory
6 and became the subject of a minute order ("Settlement Agreement"). A copy of the transcript of such minute
7 order was submitted to this Court for approval. The substantive terms of the agreement are as follows:

8 a. The Emil Frei Trust shall receive assets in the total amount of \$400,000 consisting
9 of (i) the Bank of America Investment Account Nos. L56-070602 and L56-070610, less the PCMC stock
10 held in such accounts which shall be assigned to the Adoria Trust; Stephen Brock represents that such
11 account has an approximate balance of \$190,000, as of the March 2010, statement, less the value of the
12 PCMC stock; (ii) the surrender value of a New York Life Insurance Policy 43 926 238 with a death benefit
13 of \$180,000 (the current cash value of which is approximately \$140,000); and (iii) to the extent the
14 foregoing amounts are less than \$400,000, the difference in such amount shall be paid from Snell Wilmer,
15 LLP's Trust Account. All remaining amounts held in Snell Wilmer, LLP's Trust Account shall be paid to
16 the Adoria Frei Trust. Dr. Frei shall cooperate, if necessary, in surrendering the foregoing life insurance
17 policy.

18 b. Subject to Paragraph 1(d) herein, Stephen Brock, individually, will pay a total sum
19 in the amount of \$175,000 to the Emil Frei Trust. Said amount shall be treated as repayment of any loan
20 made by the Adoria Frei Trust to Stephen Brock.

21 c. Subject to Paragraph 1(d) herein, Stephen Brock, individually, will pay a total sum
22 in the amount of \$150,000 to the Emil Frei Trust and Stephen Brock, individually and/or the Adoria Frei
23 Trust will pay an additional sum of \$90,000 to the Emil Frei Trust, for a total of \$240,000.

24 d. The amounts set forth in Paragraphs 1(b) and 1(c) herein, shall be paid with interest
25 commencing on June 1, 2010, at the rate of prime interest plus one percent per annum, payable over the
26 course of three (3) years at \$5,000 per month, with the outstanding balance paid on May 31, 2013, unless
27 otherwise paid sooner. Said amount shall be secured by Stephen Brock's interest in The Frei Irrevocable
28 Trust, dated October 29, 1996 ("Joint Life Insurance Trust"), which shall not be disclaimed by Stephen

1 Brock. Stephen Brock represents that he has not previously assigned or otherwise disclaimed his interest
2 under said life insurance trust. In the event the joint life insurance policy held by the Joint Life Insurance
3 Trust is sold, then any amounts received by Stephen Brock pursuant to the terms of the Joint Life Insurance
4 Trust may, in the sole discretion of Stephen Brock, be applied to the then outstanding principal balance, or
5 in the event Stephen Brock elects not to apply such amount to the then outstanding principal, Stephen Brock
6 shall provide adequate replacement security for the then outstanding principal balance. In the event Stephen
7 Brock defaults on any payments there shall be imposed a penalty in the amount of five percent per annum
8 of such defaulted payment.

9 e. Stephen Brock, individually, will pay an additional sum in the amount of \$100,000
10 to the Emil Frei Trust. Said amount shall be repaid with interest at the rate of six percent per annum,
11 payable over the course of one (1) year at \$5,000 per month, with the first payment and interest commencing
12 on June 1, 2013, and the outstanding balance paid on May 31, 2014, unless otherwise paid sooner.

13 f. Stephen Brock, individually, will pay an additional sum in the amount of \$100,000
14 to the Emil Frei Trust. Said amount shall be repaid with interest at the rate of six percent per annum,
15 payable over the course of one (1) year at \$5,000 per month, with the first payment and interest commencing
16 on June 1, 2014, and the outstanding balance paid on May 31, 2015, unless otherwise paid sooner.

17 g. All real property held in the name of Emil Frei, III, Adoria Frei and/or the Adoria Frei
18 Trust, including but not limited to certain real property located at 5780 El Camino Road, Las Vegas, Nevada,
19 10802 Kenilworth Avenue, Garrett Park, including the home and the lot, and 401 Grosvenor Place,
20 Rockville, shall remain in the Adoria Frei Trust. The Adoria S. Frei Trust shall make reasonable efforts
21 to refinance such properties so as to remove Emil Frei, III's name from any loans thereon, if any. In the
22 event there is a foreclosure on the El Camino property that results in a deficiency judgment against Emil
23 Frei, III, individually, said amount shall be paid from Stephen Brock's interest in the Joint Life Insurance
24 Trust, which shall not be disclaimed by Stephen Brock.

25 h. Emil Frei, III shall be responsible for any and all fees and costs incurred by Fredrick
26 Waid, Esq., as the Guardian Ad Litem for Emil Frei, III, including but not limited to fees incurred by
27 Hutchison & Steffen on his behalf.

28 i. The outstanding 2008 tax liability relating to the 1040 filed on behalf of Emil Frei,

1 III and Adoria Frei shall be equally split between Emil Frei, III and the Adoria Frei Trust, provided, however,
2 that the Adoria Frei Trust shall be entitled to make payments on such tax liability.

3 j. Emil Frei, III's interest in certain litigation involving Grand Canyon Construction and
4 Development and Stagecoach Homes, LLC, in Case No. A520276, shall be assigned by Emil Frei, III to
5 Stephen Brock, individually.

6 k. Neither Emil Frei, III, Elizabeth Frei, Emil Frei, IV, Judith Frei, Lawrence Howe,
7 Nancy Frei and/or Alice Frei shall directly or indirectly disparage Stephen Brock, Public Company
8 Management Corporation, Go Public Today, or any of their affiliates or subsidiaries, and shall not file or
9 make any complaint or cause to be filed or make any complaint by any other third party with the Security
10 Exchange Commission or any other governmental agency, state or federal, relating to Public Company
11 Management Corporation, Go Public Today, or any of their affiliates or subsidiaries. Emil Frei, III,
12 Elizabeth Frei, Emil Frei, IV, Judith Frei, Lawrence Howe, Nancy Frei and/or Alice Frei additionally
13 represent that any complaints or inquiries previously made by any of them, either directly or indirectly, to
14 any other governmental agency, state or federal, will be withdrawn and no further complaints or inquiries
15 will be made by any of them, either directly or indirectly. To the extent any costs are incurred by Stephen
16 Brock, Public Company Management Corporation, Go Public Today, or any of their affiliates or subsidiaries
17 subsequent to the Settlement as a result of any complaint or inquiry made to any governmental agency, state
18 or federal, then such costs shall be deducted from the amounts owed or paid by Stephen Brock pursuant to
19 the terms of the Settlement. Any previously assessed costs are not included in this paragraph.

20 l. Except as to the terms provided herein, Stephen Brock, individually, as the prior
21 attorney in fact for Emil Frei, III and Adoria Frei, and as beneficiary and Successor Trustee of the Adoria
22 Frei Trust, any and all of his heirs, the Adoria Trust, and Public Company Management Corporation and its
23 affiliates and subsidiaries, on the one hand, and Emil Frei, III, individually and as beneficiary of the Adoria
24 Frei Trust, beneficiary of the Estate of Adoria Frei, as Trustee and as beneficiary of the Emil Frei, III Trust,
25 1999 Trust, as amended, Emil Frei, IV, as attorney in fact for Emil Frei, III, Lawrence Howe, Emil Frei, IV,
26 Nancy Frei, Elizabeth Frei, Judith Frei and Alice Frei, and any and all of their heirs, on the other hand, shall
27 be granted a full mutual general release as to one another as to any matters concerning the Adoria Frei Trust,
28 the Emil Frei Trust, Adoria Frei and/or Emil Frei, III and Case Nos. P-09-065235-E, A-09-588750-C, A-10-

1 A609292-C and A-10-607772-C

2 m. Emil Frei, III shall waive any further interest in the Adoria Frei Trust, including any
3 right to receive an accounting of such trust, and shall no longer be considered a beneficiary.

4 n. The interest or collateral payments on the joint life insurance policy on the life of Emil
5 Frei, III held by the Joint Life Insurance Trust with a death benefit of approximately \$8 million shall be paid
6 equally by Emil Frei, III and/or any of his children, on the one hand, and the Adoria Frei Trust and/or any
7 of Adoria Frei's children, on the other hand. It is represented that the current interest and collateral
8 payments are approximately \$30,000 per year. In the event premiums are due on such policy, the parties
9 shall cooperate with one another in making such payments and the trustee(s) shall be authorized to make
10 reasonable efforts to obtain premium financing and/or other financing in order to make such payments. In
11 the event any payments due under the policy are made disproportionate by any beneficiary, then said
12 beneficiary shall be entitled to reimbursement of said amount from the gross proceeds of the life insurance
13 policy. Emil Frei, III and/or his children shall be responsible for the premium or interest payments on the
14 single life insurance policy held in The Emil Frei, III Irrevocable Trust, October 29, 1996.

15 o. All proceedings currently pending before the Probate Court relating to the Adoria Frei
16 Trust, Case No. P065235-T, shall be dismissed with prejudice.

17 p. Any and all actions initiated by and against Stephen Brock, Public Company
18 Management Corporation, Emil Frei, III and/or his children in Case Nos. A-09-588750-C, A-10-A609292-C
19 and A-10-607772-C shall be dismissed with prejudice.

20 q. Stephen Brock shall waive any and all interest in the Emil Frei Trust.

21 r. Stephen Brock, Public Company Management Corporation, NEDAB, or any of their
22 affiliates, shall not use Emil Frei, III's name or likeness in any manner.

23 s. The parties consent to the filing of petition(s) in the Probate Court, to the extent
24 necessary, to confirm the Settlement and to confirm that Stephen Brock, individually, shall not disclaim or
25 otherwise assign his interest in the Joint Life Insurance Trust.

26 t. Stephen Brock will cooperate to provide Emil Frei, III with keys to the storage
27 facilities in Nevada and Maryland that contain Emil Frei, III's personal property. Stephen Brock represents
28 that the items from Emil Frei, III's Las Vegas residence were packed by a professional moving company and

1 placed in storage and that he has not removed any items from either storage facilities. Stephen Brock
2 additionally will provide a copy of any inventory list of the storage facility to Emil Frei, III. Stephen Brock
3 represents to the best of his knowledge that a certain urn and mosaic table are contained within the Maryland
4 storage; however, he has not been to Maryland to see such items but he will contact Peter Brock to see if the
5 urn and mosaic table were taken from the condominium and placed in storage.

6 u. Stephen Brock represents that taxes were withheld from the amounts liquidated or
7 withdrawn from Jackson National Life Insurance Company and Pacific Life Annuity in 2009.

8 2. That the Estate of Adoria Frei shall be granted a full general release by Emil Frei, III, Emil
9 Frei, IV, Nancy Frei, Elizabeth Frei, Judith Frei and Nancy Frei.

10 3. The parties have engaged in substantial litigation involving the Adoria Frei Trust, and entered
11 into the Settlement Agreement to settle and compromise the issues between them.

12 4. That it is in the best interests of the Adoria Frei Trust and the Estate of Adoria Frei to enter
13 into a compromise with regard to the subject matter of the Settlement Agreement upon the terms and
14 conditions set forth herein.

15 5. That, as of June 1, 2010, Dana Dwiggins, Esq. is in the possession of a check issued by
16 Stephen Brock made payable to the Emil Frei Trust in the amount of \$5,000 and that, upon entry of this
17 Court's order, Ms. Dwiggins shall cause such check to be delivered to counsel for Emil Frei, III.

18 6. That no term of the Settlement Agreement shall be construed as a release of any claim John
19 Brock, Peter Brock, Vincent Brock and/or Francis Brock may have against Stephen Brock relating to the
20 Adoria Frei Trust and the Order of this Court further shall not operate as claim preclusion or issue preclusion
21 of any subsequent action initiated by John Brock, Peter Brock, Vincent Brock and/or Francis Brock, if any,
22 against Stephen Brock relating to the Adoria Frei Trust.

23 Good cause appearing therefore,

24 IT IS HEREBY ORDERED that the Settlement Agreement, as set forth in the Minute Order entered
25 before the Honorable Judge Kenneth C. Cory on March 31, 2010, a copy of which is attached hereto as
26 Exhibit 1 and as further set forth herein as Paragraphs 1(a) through 1(u) shall be, and is hereby, approved
27 and confirmed by this Court and the terms thereof are incorporated as a part of this Order as if fully set forth
28 herein.

1 IT IS HEREBY FURTHER ORDERED that, pursuant to the Settlement Agreement of the parties
2 as set forth in the Minute Order entered by the Honorable Judge Kenneth C. Cory on March 31, 2010,
3 Stephen Brock, individually, as the prior attorney in fact for Emil Frei, III and Adoria Frei, and as beneficiary
4 and Successor Trustee of the Adoria Frei Trust, and any and all of their heirs, the Adoria Trust, and Public
5 Company Management Corporation and its affiliates and subsidiaries, on the one hand, and Emil Frei, III,
6 individually and as beneficiary of the Adoria Frei Trust, beneficiary of the Estate of Adoria Frei, as Trustee
7 and as beneficiary of the Emil Frei, III Trust, 1999 Trust, as amended, Emil Frei, IV, as attorney in fact for
8 Emil Frei, III, Lawrence Howe, Emil Frei, IV, Nancy Frei, Elizabeth Frei, Judith Frei and Alice Frei, and
9 any and all of their heirs, on the other hand, shall be, and hereby are, granted a full mutual general release
10 as to one another as to any matters concerning the Adoria Frei Trust, the Emil Frei Trust, Adoria Frei and/or
11 Emil Frei, III and Case Nos. P-09-065235-E, A-09-588750-C, A-10-A609292-C and A-10-607772-C.

12 IT IS HEREBY FURTHER ORDERED that the Estate of Adoria Frei shall be, and is hereby,
13 granted a full release by Emil Frei, III, Emil Frei, IV, Nancy Frei, Elizabeth Frei, Judith Frei and Alice Frei.
14 as to any matters concerning the Adoria Frei Trust, the Emil Frei Trust, Adoria Frei and/or Emil Frei, III.

15 IT IS HEREBY FURTHER ORDERED that that portion of this Court's Order entered August 4,
16 2009, restraining and enjoining any and all persons from transferring, encumbering, concealing, transmuting
17 or selling the funds or proceeds of funds withdrawn from Bank of America Investment Services Brokerage
18 Account Nos. L56-070602 and L56-070610 shall be vacated.

19 IT IS HEREBY FURTHER ORDERED that Stephen Brock, on behalf of the Adoria Frei Trust
20 and/or Estate of Adoria Frei, Emil Frei, III and/or Emil Frei, IV, as the attorney in fact for Emil Frei, III, shall
21 be authorized and directed to take any and all action necessary to effectuate the terms of the Settlement
22 Agreement, including but not limited to executing any and all documents necessary in order to: (1) surrender
23 the New York Life Insurance Policy No. 43 926 283 so as to allow such amount to be paid to the Emil Frei
24 Trust; and (2) to transfer the PCMC stock held in Bank of America Investments Accounts Nos. L56-070602
25 and L56-070610 to the Adoria Frei Trust and, upon transfer of the same, to thereafter transfer Bank of
26 America Investments Accounts Nos. L56-070602 and L56-070610 to the Emil Trust.

27 IT IS HEREBY FURTHER ORDERED that, upon receipt by the Emil Frei Trust of the assets set
28 forth herein from New York Life Insurance and Bank of America Investments pursuant to the terms of the

1 Settlement Agreement, counsel for Stephen Brock and counsel for Emil Frei, III, shall jointly submit an
2 instruction letter to Snell Wilmer, LLP of the amount necessary, if any, to be transferred to the Emil Frei
3 Trust pursuant to the terms of the Settlement Agreement from the amounts currently held in its trust account
4 on behalf of Emil Frei, III and/or Adoria Frei, with the balance of said trust account being transferred to the
5 Adoria Frei Trust.

6 IT IS HEREBY FURTHER ORDERED that the Petition to Compel Accounting filed by Emil Frei,
7 III shall be dismissed and any hearing on the same shall be vacated.

8 IT IS HEREBY FURTHER ORDERED that all claims asserted by the parties in the proceedings
9 involving the Adoria Frei Trust shall be dismissed with prejudice.

10 IT IS HEREBY FURTHER ORDERED that Fredrick Waid, Esq. shall be released and discharged
11 of his duties as Guardian Ad Litem for Emil Frei, III and any fees incurred by or on behalf of Fredrick Waid,
12 Esq., as Guardian Ad Litem for Emil Frei, III shall be paid by Emil Frei, III.

13 DATED this 17th day of June, 2010.

14
15 
16 DISTRICT COURT JUDGE
17

18 Submitted By:

19 SOLOMON DWIGGINS FREER & MORSE, LTD.

20 By: 

21 Dana A. Dwiggins, Esq.
22 Cheyenne West Professional Centre
23 9060 W. Cheyenne Avenue
24 Las Vegas, Nevada 89129

25 Attorney for STEPHEN BROCK, Trustee of the
26 Adoria S. Frei Trust - 1999
27
28

Approved By:

BLUT & CAMPAIN, APC

By: _____

Elliot S. Blut, Esq.
300 S. Fourth Street, Suite 701
Las Vegas, Nevada 89101

Attorney for EMIL FREI, III

1 Settlement Agreement, counsel for Stephen Brock and counsel for Emil Frei, III, shall jointly submit an
2 instruction letter to Snell Wilmer, LLP of the amount necessary, if any, to be transferred to the Emil Frei
3 Trust pursuant to the terms of the Settlement Agreement from the amounts currently held in its trust account
4 on behalf of Emil Frei, III and/or Adoria Frei, with the balance of said trust account being transferred to the
5 Adoria Frei Trust.

6 IT IS HEREBY FURTHER ORDERED that the Petition to Compel Accounting filed by Emil Frei,
7 III shall be dismissed and any hearing on the same shall be vacated.

8 IT IS HEREBY FURTHER ORDERED that all claims asserted by the parties in the proceedings
9 involving the Adoria Frei Trust shall be dismissed with prejudice.

10 IT IS HEREBY FURTHER ORDERED that Fredrick Waid, Esq. shall be released and discharged
11 of his duties as Guardian Ad Litem for Emil Frei, III and any fees incurred by or on behalf of Fredrick Waid,
12 Esq., as Guardian Ad Litem for Emil Frei, III shall be paid by Emil Frei, III.

13 DATED this _____ day of June, 2010.

14
15
16 DISTRICT COURT JUDGE

17 Submitted By:

18 SOLOMON DWIGGINS FREFF & MORSE, LTD

19
20 By: _____

21 Dana A. Dwiggins, Esq.
22 Cheyenne West Professional Centre
23 9060 W. Cheyenne Avenue
24 Las Vegas, Nevada 89129

25 Attorney for STEPHEN BROCK, Trustee of the
26 Adoria S. Frei Trust - 1999

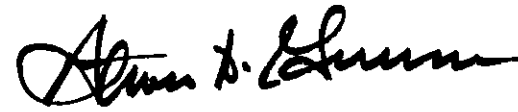
Approved By:

27 BLUT & CAMPBELL, APC

28 By: _____

29 Elliot S. Blut, Esq.
300 S. Fourth Street, Suite 701
Las Vegas, Nevada 89101

Attorney for EMIL FREI, III



CLERK OF THE COURT

1 **JND**
Todd L. Moody (5430)
2 Russel J. Geist (9030)
HUTCHISON & STEFFEN, LLC.
3 10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
4 Telephone: (702) 385-2500
Fax: (702) 385-2086
5 tmoody@hutchlegal.com
rgeist@hutchlegal.com

6 *Attorneys for Lawrence Howe and*
7 *Elizabeth Mary Frei*

8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

11 IN THE MATTER OF) Case No. P-09-065257-T
12 FREI IRREVOCABLE TRUST,) Dept No. 26
13 dated October 29, 1996.)
14

15 **JOINDER IN OPPOSITION TO PETITION TO CONSTRUE TERMS OF TRUST, TO**
16 **COMPEL COMPLIANCE WITH TERMS OF TRUST, TO CONFIRM REMOVAL OF**
17 **TRUSTEE, TO COMPEL REDRESS OF BREACH OF FIDUCIARY DUTIES, AND TO**
18 **RELEASE JURISDICTION OF THE TRUST**

19 Lawrence Howe and Elizabeth Mary Frei, as beneficiaries of the FREI IRREVOCABLE
20 TRUST, dated October 29, 1996 ("Trust"), by and through their attorneys, Todd L. Moody and
21 Russel J. Geist of the law firm of Hutchison & Steffen, LLC, hereby join in Premier Trust,
22 Inc.'s Opposition to Stephen Brock's Petition to Construe Terms of Trust, to Compel
23 Compliance with Terms of Trust, to Confirm Removal of Trustee, to Compel Redress of
24 Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust filed on November 19,
25 2014 ("Opposition").

26 Mr. Howe and Ms. Frei contend that it would be patently unjust for Stephen M. Brock
27 ("Brock") to be permitted to block the execution of the Settlement Agreement against his
28 interest in the Trust, if he prevails on his claim that his voluntary pledge of such interest to
secure payments under the Agreement is not permitted by the spendthrift provision in the Trust.

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

1 As has been adequately briefed by Premier Trust, Inc., Brock's interest is not a discretionary
2 interest, but, he, in fact, has a right to withdraw his share upon his election. This right to
3 withdraw invalidates the application of the spendthrift provision of the Trust to Brock as
4 beneficiary. Accordingly, Mr. Howe and Ms. Frei ask this Court to deny Brock's Petition and
5 confirm Premier Trust, Inc.'s ability as Trustee to pay the remaining debts owed by Stephen M.
6 Brock to the Emil Frei III Trust as contemplated in the Settlement Agreement.

7 Dated this 9 day of January, 2015.

8 HUTCHISON & STEFFEN, LLC

9 

10 Todd L. Moody (5430)
11 Russel J. Geist (9030)
12 10080 West Alta Drive, Suite 200
13 Las Vegas, Nevada 89145
14 (702) 385-2500
15 (702) 385-2086 FAX

16 *Attorneys for Lawrence Howe and*
17 *Elizabeth Mary Frei*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, LLC and that on this 9 day of January, 2015, I caused the above and foregoing document entitled **JOINDER IN OPPOSITION TO PETITION TO CONSTRUE TERMS OF TRUST, TO COMPEL COMPLIANCE WITH TERMS OF TRUST, TO CONFIRM REMOVAL OF TRUSTEE, TO COMPEL REDRESS OF BREACH OF FIDUCIARY DUTIES, AND TO RELEASE JURISDICTION OF THE TRUST** to be served as follows:

- ☒ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☐ to be served via facsimile; and/or
- ☒ pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail; and/or
- ☐ to be hand-delivered;

to the attorneys and/or parties listed below at the address and/or facsimile number indicated below:

Elliot S. Blut, Esq.
BLUT & CAMPAIN
300 S. Fourth Street, Ste. 701
Las Vegas, NV 89101

Richard D. Chatwin, Esq.
GERRARD COX LARSEN
2450 St. Rose Parkway, Ste. 200
Henderson, NV 89074

Lawrence Howe
839 Columbian Avenue
Oak Park, IL 60302

Francis Brock
215 Creek Walk Drive
Walkersville, MD 21793

John Brock
P.O. Box 127
Santa Barbara, CA 93102

Elizabeth Frei
63 Park Avenue
Bedford Hills, NY 10057

Dana A. Dwiggins, Esq.
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, NV 89129

Jonathan W. Barlow, Esq.
CLEAR COUNSEL
50 S. Stephanie Street, Ste. 100
Henderson, NV 89012

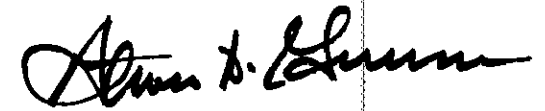
Daniel V. Goodsell, Esq.
GOODSELL & OLSEN
10155 W. Twain Avenue, Ste. 100
Las Vegas, NV 89147

Peter Brock
Box 362
Garrett Park, MD 20896

Vincent Brock
15549 La Subida Drive
Hacienda Heights, CA 91745


An employee of Hutchison & Steffen, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

In the Matter of the

CASE NO. P-09-065257-T

FREI IRREVOCABLE TRUST, dated
October 29, 1996.

DEPARTMENT: 26

DECLARATION OF STEPHEN BROCK

I, Stephen Brock, state under penalty of perjury that the following is true to the best of my knowledge and belief, except as to those matters stated upon information and belief, and as to such matters I believe them to be true:

1. I am the son of Adoria B. Frei and the step-son of Dr. Emil Frei, III.

2. In 2009 and 2010, I was involved in litigation brought by Dr. Frei's children alleging that Dr. Frei had wrongfully transferred assets to the Adoria S. Frei Trust. I was then the acting trustee of the Adoria S. Frei Trust.

3. In March 2010, the litigation had proceeded to a trial and trial had begun. On the eve of the trial, my counsel at that time, Dana Dwiggin, informed me that if I did not immediately pay her \$50,000 for legal fees she would discontinue representing me and would not attend the trial leaving me without counsel at trial. Feeling I had no alternative, I borrowed \$50,000 from my father-in-law and paid Ms. Dwiggin so that she would attend trial.

4. Throughout the trial, Ms. Dwiggin constantly reminded me that I owed her money and the best thing to do is to settle the case. She informed me that I should settle the dispute based on terms proposed by Dr. Frei's children. Once the settlement was announced at the trial, the attorneys then proceeded to go back and forth through several drafts of a written

1 agreement. Finally, Ms. Dwiggins informed me that she would not continue to go back and forth
2 on the draft and that I had to accept the last draft as it was.

3 5. At that time, I had no ability to pay Ms. Dwiggins any additional money that she
4 was demanding. I was also under extreme stress from the prolonged and nasty litigation to which
5 the Frei family had subjected me and Ms. Dwiggins's threats to withdraw from the case. I
6 believed that I had no option but to accept the settlement as it was proposed to me.

7 6. During this time and up to the point that the proposed settlement was announced to
8 the judge, my counsel never advised me that my interest in the Frei Irrevocable Trust (the
9 "Trust") was subject to a spendthrift clause. No one, including my counsel at that time, explained
10 to me that I could not promise future payment from my interest in the Trust because of the
11 spendthrift provision. The concept of a spendthrift trust was never discussed and I was never
12 advised about the effect of that provision.

13 7. I received billing statements from Ms. Dwiggins in excess of \$480,000 for her
14 representation of me in that litigation. Despite being billed for nearly a half a million dollars, I
15 was never advised about the nature of my interest in the Trust.

16 8. Based on this negligent lack of advice, a term was inserted into the settlement that
17 stated that my obligations under the settlement would be secured by my interest in the Trust.
18 Neither my counsel, nor the Frei family's counsel, nor the guardian ad litem for Dr. Frei (who
19 was and is a practicing attorney for Hutchison & Steffen, the law firm that now represents the
20 Frei family) discussed or even mentioned the fact that the Frei Irrevocable Trust was subject to a
21 spendthrift provision prohibiting the pledge of my interest in the Trust.

22 9. At no time did I ever agree that I was liable for any of the claims made in that
23 litigation or any related cases. I never agreed that I had misappropriated any funds from Dr. Frei
24 or anyone else. I never agreed that I was liable for any damages from any claims. In short, to the

1 best of my understanding, the settlement was merely a compromise of claims in exchange for the
2 terms set out in the settlement.

3 10. I have never consented to my share of the Frei Irrevocable Trust being paid to the
4 Frei family. In fact, I have informed Premier Trust on more than one occasion that I disputed the
5 Frei family's claims. I have attached an email here as one example of my informing Premier Trust
6 that I disputed their claims.

7 11. I have never and will never agree or consent to allow the trustee of the Trust to pay
8 any of the share of the Trust held for my benefit to the Frei family. When the settlement was
9 reached in 2010, I did not anticipate nor agree that Premier Trust would four years later pay part
10 of my share of the Trust to the Frei family without my consent. If my agreement to the settlement
11 could be deemed somehow to be consent to future payments from the Trust to the Frei family, I
12 did not understand that at the time of the settlement and would not have agreed to it had I
13 understood my interest in the Trust.

14 12. It is my understanding, upon information and belief, that Premier Trust has made
15 distribution of essentially all of the shares of the Trust for the other nine beneficiaries of the
16 Trust. Upon information and belief, Premier Trust is now holding only my share of the Trust and
17 a relatively small administrative reserve. Upon information and belief, I am the only beneficiary
18 entitled to receive income from the Trust at the current time.

19 13. I have read the Petition to Construe Terms of Trust, to Compel Compliance with
20 Terms of Trust, to Confirm Removal of Trustee, to Compel Redress of Breach of Fiduciary
21 Duties, and to Release Jurisdiction of the Trust and the Reply to Opposition to Petition to
22 Construe Terms of Trust, to Compel Compliance with Terms of Trust, to Confirm Removal of
23 Trustee, to Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the
24 Trust and know the contents of those documents. The contents of those documents are true to the

1 best of my knowledge, except as to those matters stated therein on information and belief and, as
2 to those matters, I believe them to be true.

3 DATED this 12 day of January, 2015.

4
5 
6 STEPHEN M. BROCK
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

EXHIBIT “1”

From: [Stephen SECRC](#)
To: [Jonathan Barlow](#)
Subject: [REDACTED]
Date: Monday, January 12, 2015 6:26:50 AM

From: Mark Dreschler [<mailto:MDreschler@premiertrust.com>]
Sent: Sunday, September 14, 2014 5:33 PM
To: Stephen for AHC
Cc: 'peter brock'; Heather St. John
Subject: RE: disbursement frei insurance trust

Stephen, the settlement agreement is very poorly written in regard to the default provisions of the notes. It does say however that the notes are secured by your interest in the trusts. Typically a demand for payment based on default goes to the collateral.

We are not attorneys and have been trying to resolve these issues. However it appears this is not going to happen. We will need to go back to court for an interpretation of the settlement agreement and the default provisions. We will then request an interpleader to the court to hold the funds while you and the Frei Estate work out what you own. That we the trust can be closed.

Mark Dreschler
President/CEO

4485 South Jones Boulevard
Las Vegas, Nevada 89103
Phone (702)-507-0750 - Fax (702)-507-0755
Direct Marketing Line (702) 577-1777
mdreschler@premiertrust.com



From: Stephen for AHC [<mailto:sbrock@ahcare-inc.com>]
Sent: Thursday, September 11, 2014 4:59 PM
To: Mark Dreschler
Cc: 'peter brock'; Heather St. John
Subject: RE: disbursement frei insurance trust

Mark please read my settlement agreement -- It says I don't have to send those funds -- I never gave permission -- you sent them without my permission. I could replace with other assets if I chose -- you do not have permission to send any of my funds to the freis. Please call me. 702-430-1634.

Stephen

From: Mark Dreschler [<mailto:MDreschler@premiertrust.com>]
Sent: Wednesday, September 10, 2014 7:27 AM
To: Stephen for AHC
Cc: peter brock
Subject: Re: disbursement frei insurance trust

Stephen, we just recd this week the demand from the probate estate. We will review their calculations.

Also, we will need their release from the trust's obligations of the settlement for this amount.

Secondly, we need the probate's release of the obligation of any deficiency for short sales and the 1/2 of the 2008 personal tax owed from your mother and dr frei taxes owed.

Sent from my iPhone

On Sep 10, 2014, at 5:29 AM, "Stephen for AHC" <sbrock@ahcare-inc.com> wrote:

I'm going to ask you again -- did you disburse my funds to the freis

From: Stephen for AHC [<mailto:sbrock@ahcare-inc.com>]

Sent: Tuesday, September 09, 2014 5:47 PM

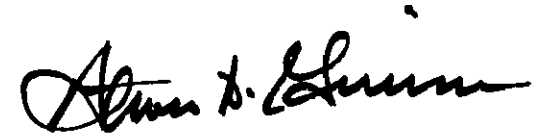
To: MDreschler@premiertrust.com

Subject: disbursement frei insurance trust

Mark – why have I not received a disbursement letter that everyone has received the majority of the payout –

Please send copy to me by email and where my funds went and to whom please.

Stephen Brock


CLERK OF THE COURT

OBJ
JONATHAN W. BARLOW
Nevada Bar No. 9964
CLEAR COUNSEL LAW GROUP
50 S. Stephanie St., Ste. 101
Henderson, NV 89012
(702) 476-5900
(702) 924-0709 (Fax)
jonathan@clearcounsel.com
Attorneys for Stephen Brock

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

CASE NO. P-09-065257-T

FREI IRREVOCABLE TRUST, dated
October 29, 1996.

DEPARTMENT: 26

**OBJECTION TO JOINDER IN OPPOSITION TO PETITION TO CONSTRUE TERMS
OF TRUST, TO COMPEL COMPLIANCE WITH TERMS OF TRUST, TO CONFIRM
REMOVAL OF TRUSTEE, TO COMPEL REDRESS OF BREACH OF FIDUCIARY
DUTIES, AND TO RELEASE JURISDICTION OF THE TRUST**

Stephen Brock ("Petitioner"), by and through his attorneys of record of the law firm Clear
Counsel Law Group, hereby objects to Lawrence Howe's and Elizabeth Mary Frei's (collectively,
the "Frei family") Joinder in Opposition in this matter, as follows:

The Frei family alleges to file the Joinder as beneficiaries of the Trust. If so, the Frei
family has no standing to interject in this proceeding. Petitioner's Petition presents issues related
solely to his share of the Trust. As beneficiaries of the Trust, the Freis may have an interest in
their share of the Trust. However, those shares of the Trust are not implicated in any manner by
the matters raised in Petitioner's Petition. As such, the Frei family is not an interested person in
this proceeding (see NRS 132.185). The Joinder should be stricken and the Frei family not
permitted to appear or argue at the hearing on this matter.

1 Though the Frei family alleges that it files its Joinder as beneficiaries of the Trust, it is
2 apparent that their concern is that as an alleged creditor of Petitioner. By way of the Joinder, the
3 Frei family seeks to have the Settlement Agreement enforced and Premier Trust's breaches of
4 fiduciary duties ignored. Thus, the Frei family actually appears in this matter as a creditor wolf in
5 the beneficiary sheep's clothing. As Petitioner has pointed out in his Petition, the fact that Premier
6 Trust has aligned its interests and arguments in favor of an alleged creditor of Petitioner, who also
7 happen to be beneficiaries of their own shares of the Trust, highlights Premier Trust's breach of
8 fiduciary duty to Petitioner by favoring the Frei family to the detriment of Petitioner.

9 Petitioner also notes that the law firm Hutchison & Steffen, LLC, must be removed due to
10 an impermissible conflict of interest. Attorney Fredrick Waid is an attorney who practices with
11 the law firm Hutchison & Steffen. A copy of his bio from their website is attached here. Mr. Waid
12 served as the guardian ad litem to Dr. Frei in the underlying disputed matters. Hutchison &
13 Steffen now appears on behalf of the Frei family, whose interests were and remain materially
14 adverse to those of Dr. Frei. As such, Hutchison & Steffen's current representation of the Frei
15 family is an impermissible conflict of interest, which cannot be waived now that Dr. Frei is
16 deceased. Petitioner intends to more fully brief this matter in a forthcoming Motion for
17 Disqualification of Hutchison & Steffen.

18 DATED this 12th day of January, 2015.

19 **CLEAR COUNSEL LAW GROUP**

20 

21 **JONATHAN W. BARLOW**

22 Nevada Bar No. 9964

23 Attorneys for Stephen Brock

EXHIBIT “1”

Fredrick P. Waid

Fredrick P. Waid

Of Counsel

Click to contact Fredrick (<http://www.hutchlegal.com/attorneys/view/?a=contact&mid=36>) / vCard (<http://www.hutchlegal.com/os/member-download-vCard/?id=36&did=1>)

702.385.2500

-  (<http://www.linkedin.com/company/115754?trk=tyah>)

Practice Areas

- Banking & Finance (<http://www.hutchlegal.com/practice-areas/banking/>)
- Trust & Estate (<http://www.hutchlegal.com/practice-areas/trust-probate-litigation/>)
- Real Estate Law (<http://www.hutchlegal.com/practice-areas/real-estate-law/>)
- Corporate & Commercial Law (<http://www.hutchlegal.com/practice-areas/corporate-transactions/>)
- Bankruptcy & Creditor's Rights (<http://www.hutchlegal.com/practice-areas/creditors-rights-bankruptcy/>)

Biography

As an Of Counsel member of the firm, Fred focuses primarily in the areas of trust and estate administration, real estate, banking, and corporate governance matters. He serves as a trustee, executor and special administrator of complex trusts and estates, by private and court appointment. Fred has been appointed by state and federal courts as a receiver, special servicer and interim corporate officer.

From 1999 until 2014, Fred was a member of the board of directors of Red Rock Community Bank and its affiliate, Bank of Las Vegas. He served as the bank's corporate Secretary, Chairman of both the risk management and real estate committees and as a member of the loan and special assets committees.

Fred previously served as Vice President and was a member of the boards of directors of Farmers & Merchants National Bank and its holding company in Texas. He has also served as Chief Operating Officer of a real estate development firm, as a partner and general counsel of private equity funds, and as in-house counsel to family offices and privately held companies. Additionally, Fred has led and served on investigative teams responsible for providing information to the US Securities and Exchange Commission and other state regulatory agencies.

A graduate of Baylor Law School and Brigham Young University, Fred has served on a number of community and charity boards and foundations.

Personal Background

Fred and his wife are the parents of six children.

Representative Engagements

- Coming soon...



Practice Areas

- Banking & Finance (<http://www.hutchlegal.com/practice-areas/banking/>)
- Trust & Estate (<http://www.hutchlegal.com/practice-areas/trust-probate-litigation/>)
- Real Estate Law (<http://www.hutchlegal.com/practice-areas/real-estate-law/>)
- Corporate & Commercial Law (<http://www.hutchlegal.com/practice-areas/corporate-transactions/>)
- Bankruptcy & Creditor's Rights (<http://www.hutchlegal.com/practice-areas/creditors-rights-bankruptcy/>)

Admissions

- Texas

Education

- Baylor Law School
- Brigham Young University

Courts

- Coming soon...

Civic Activities

- Coming soon...

Martindale-Hubbell Rating

- Coming soon...

Recognitions

- Coming soon...

Legal Publications/Speaking Engagements

- Coming soon...

Location

Peccole Professional Park
10080 West Alta Drive,
Suite 200
Las Vegas, Nevada 89145

702.385.2500
702.385.2086 Fax

Print This Page

-  (http://www.hutchlegal.com/las-vegas/)
- •
-  (http://www.hutchlegal.com/reno/)
- •
-  (http://www.hutchlegal.com/salt-lake-city/)
- •
-  (http://www.hutchlegal.com/phoenix/)
-  (http://www.linkedin.com/company/115754?trk=tyah)
-  (http://www.facebook.com/hutchlegal)
-  (https://twitter.com/hutchlegal)
-  (https://plus.google.com/102164889335838236360)
-  (https://www.youtube.com/user/HutchisonSteffenLaw)

© Copyright 2013 Hutchison & Steffen. All Rights Reserved. Privacy Policy (http://www.hutchlegal.com/privacy-policy/) Legal Disclaimer (http://www.hutchlegal.com/legal-disclaimer/)

 Website Powered by BannerOS (http://www.BannerOS.com). Your Business *Energized!*