

Exhibit 6

Exhibit 6

CODE: 2540

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

In the Matter of the

JORDAN DANA FRASIER FAMILY TRUST

Case No.: PR16-00128

Dept. No.: PR / 15

NOTICE OF ENTRY OF SUPPLEMENTAL ORDER CONFIRMING
FIFTH AMENDMENT TO THE TRUST

PLEASE TAKE NOTICE that on January 15, 2019, this Court entered its Supplemental Order Confirming Fifth Amendment to the Trust, a copy of which is attached hereto as **Exhibit 1**.

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AFFIRMATION

The undersigned hereby affirms this document does not contain the social security number or legally private information of any person.

DATED this 16th day of January, 2019.

By: /s/ Patrick R. Millsap.
Local Counsel for Mrs. Dinny Frasier

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Exhibit No.	Exhibit Description	No. of Pages
1	Supplemental Order Confirming Fifth Amendment to the Trust	3

Exhibit 5

Exhibit 5

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

In the Matter of the

Case No: PR16-00128

JORDAN DANA FRASIER FAMILY TRUST

Dept. No.: 15 [PR]

SUPPLEMENTAL ORDER CONFIRMING
FIFTH AMENDMENT TO THE TRUST

Mrs. Dinny Frasier Petitioned this Court on November 19, 2018 (the "Petition") to confirm the Third and Fourth Amendments to the Survivor's Trust created under the Jordan Dana Frasier Family Trust (the "Trust") to effectuate certain terms of a court-sanctioned settlement agreement and disposition of the remainder of the Survivor's Trust to certain beneficiaries upon the death of the Survivor – Mrs. Dinny Frasier. The Third and Fourth Trust Amendments were attached to the Petition as Exhibit 13.

The Fourth Amendment to the Trust effectuates certain equalization payments required by the Settlement Agreement sanctioned by this Court in its July 6, 2017 Order. Mrs. Amy Frasier Wilson objected to the Petition, and confirmation of the Fourth Amendment to the Trust, in part, because the Fourth Amendment incorrectly calculated the equalization payments required by the Settlement Agreement. *See* December 21, 2018 Court Order p. 13, lns. 17-24. In response, the Court ordered Mr. Resnick to file a reply to Mrs. Frasier Wilson's arithmetic error allegation. *Id.* at p. 13, lns. 22-24.

Mr. Resnick, on behalf of Mrs. Dinny Frasier, filed a Supplement to the Petition, as well as the Reply ordered by the Court, confirming there was a scrivener's

1 error in the Fourth Amendment to the Trust. Specifically, the Fourth Amendment
2 used incorrect property valuation figures in calculating the equalization payments
3 required by the Settlement Agreement. *See* Exhibit 1 to the December 21, 2018
4 Supplement to Petition; *see also* Exhibit 1 to the January 9, 2019 Reply. To correct
5 the scrivener's error, Mrs. Frasier executed a Fifth Amendment to the Trust, which
6 uses the correct property valuation figures to calculate the equalization payments
7 required by the Court-sanctioned Settlement Agreement. *See* Fifth Amendment to
8 the Trust attached as Exhibit 2 to the December 21, 2018 Supplement to Petition.
9 The Fifth Amendment to the Trust is alike in form and substance to the Fourth
10 Amendment to the Trust, with the exception of correcting the erroneous property
11 valuation figures and equalization payments set forth in the Fourth Amendment to
12 the Trust.

13 Thus, this Court hereby supplements and revises its December 21, 2018 Order
14 as follows:

15 1. The Fourth Amendment to the Trust was previously confirmed by this Court
16 in the December 21, 2018 Order of the Court.

17 2. The Fourth Amendment incorrectly calculated the equalization payments
18 required by the Settlement Agreement approved by the Court in its July 6, 2017
19 Court Order.

20 3. Mrs. Frasier executed a Fifth Amendment to the Trust on December 4, 2018
21 correcting the arithmetic error in the Fourth Amendment. All other provisions of the
22 Fifth Amendment to the Trust are alike in form and content to the Court confirmed
23 Fourth Amendment to the Trust.

24 4. The Fifth Amendment to the Trust is hereby confirmed in place of the Fourth
25 Amendment to the Trust to correct the miscalculated distribution payments required
26 by the Settlement Agreement between the Parties.

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1 5. All other provisions of the December 21, 2018 Court Order remain the same.
2

3 Dated this 14 day of January, 2019
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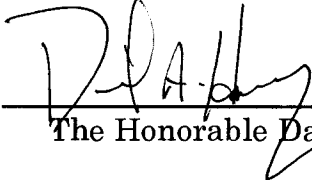
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6 By: 
7 The Honorable David Hardy
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Exhibit 4

Exhibit 4

CODE: 2540
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for Mrs. Dinny Frasier

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

In the Matter of the
JORDAN DANA FRASIER
FAMILY TRUST

Case No. PR16-00128

Dept. No. 15

NOTICE OF ENTRY OF ORDER AFTER HEARING

PLEASE TAKE NOTICE that on the 21st day of December 2018, an Order After Hearing (the "Order") was entered in the above-captioned matter.

A copy of the Order is attached hereto as Exhibit "1"

AFFIRMATION: Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding document does not contain the Social Security number of any person.

DATED this 24th day of December, 2018.

MICHAEL A. ROSENAUER, LTD.

/s/ Michael A. Rosenauer, Esq.
MICHAEL A. ROSENAUER, ESQ.
Attorney for Janie L. Mulrain

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Michael A. Rosenauer, LTD, 510 West Plumb Lane, Suite A, Reno, NV 89509, and that on this date I served the foregoing document(s) by:

NOTICE OF ENTRY OF ORDER AFTER HEARING

XXX

Electronic Mailing via Second Judicial District Court CM/ECF System to all those persons listed on the ECF Confirmation Sheet.

XXX

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

 Delivering an original or true copy via Reno Carson Messenger Service.

Addresses as follows:

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Reno, NV 89509

DATED this 24th day of December, 2018.

/s/ Rebecca Squire
REBECCA SQUIRE

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Exhibit 3

Exhibit 3

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

In the matter of the

JORDAN DANA FRASIER FAMILY
TRUST

Case No. PR16-00128

Dept. No. 15

ORDER AFTER HEARING

Before this Court are several submitted matters. This order is intended to be final as to all outstanding issues. This Court has re-read all relevant file materials and the pending moving papers, considered the witness evidence and attorney arguments, reviewed all admitted written exhibits, and analyzed the parties' pre-hearing papers and written closing arguments. This Court now finds and orders as follows.

Summary of Parties' Requests

1. Premier Trust petitioned to resign, for ratification and confirmation of its actions, and for settlement of its accounts.
2. Ms. Dinny Frasier filed written objections to Premier's accountings, but at the October 11-12, 2018, hearing she limited her evidence and arguments to two issues: 1) the unproductivity of two real properties, and 2) the source for a \$4,000 fee payment to Mr. Bradley Frasier's attorney.
3. Mr. Bradley Frasier objects to the payment of Premier's legal fees as unnecessarily incurred. He seeks an order requiring the \$302,395.24 in legal fees the trusts

1 incurred over a nearly 3-year period be repaid to the trusts by either Premier or its
2 attorneys.

3 4. Ms. Amy Frasier Wilson makes several objections to her mother's personal
4 care, legal representation, and attendant costs.

5 5. Ms. Janie Mulrain asks this Court to approve payment of her fees and costs
6 incurred as Ms. Dinny Frasier's private fiduciary and care manager.

7 Findings of Fact

8 1. As a factfinder, this Court is authorized to consider its everyday common
9 sense and judgment, and determine what inferences may be properly drawn from direct
10 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d
11 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

12 2. Joe and Dinny Frasier created the Jordan Dana Frasier Family Trust. They
13 had three children and accumulated substantial wealth during their marriage. The Frasier
14 children are Bradley, Nori, and Amy.¹

15 3. The intra-family dynamic of the Frasier family cannot be summarized in a
16 brief order. Dinny's attorney represented this is a "top 10" dispute he has seen in 52 years
17 of practice. Ms. Mulrain's attorney described the family dynamic as "continual upheaval
18 and endemic dysfunction." A review of the file reveals allegations of fraud, isolation,
19 exploitation, criminality, professional incompetence, self-dealing, personality complexities,
20 etc. The attorney descriptions are not hyperbole.

21 4. This Court has no desire to shame or gratuitously comment upon the Frasier
22 children's relationships with each other and their mother. Yet these relationships, together
23 with Dinny's age-related vulnerabilities and deficits, are the overarching and animating
24 features of this litigation. These relationships led to the involvement of numerous for-fee
25 professionals charged with individuated representation. Disputes became lengthy and
26 expensive, but the Frasier children appear unaware of how their intra-family dynamic is
27

28

¹ This Court typically adheres to formalities but elects to use first names to simplify these facts.

1 perceived by this Court or the professionals retained to create order within a disordered
2 family.

3 5. In 2008, Jordan and Dinny Frasier conveyed \$325,000 to Bradley so he and
4 his wife could purchase a medical building. The nature of the transaction as a gift, loan, or
5 equity investment is not known. The transaction itself is understandable as many families
6 participate in informal financial arrangements. Problems arise, as demonstrated here, if
7 the family relationships deteriorate. When family relationships deteriorate, and
8 participants become entrenched in their own perspectives, the law becomes a necessary
9 but unwieldy tool to formalize and enforce what had previously been informal and
10 unenforceable. Courts cannot follow informal family conventions, yet they are limited in
11 their ability to reconstruct the past with protective legal actions the litigants failed to take.

12 6. Bradley acknowledges his father Joe thought the \$325,000 was a gift while
13 his mother Dinny considered it a loan. There was no Form 709 gift tax return filed, which
14 makes the transaction problematic as a gift. There was no written contract, which makes
15 the transaction problematic as a loan. There is evidence (in the form of a recorded deed
16 and debt instrument) the transaction was an investment. However, there is no partnership
17 agreement, other investment entity, or operating agreement, which makes the transaction
18 problematic as an investment. The uncertain nature of the transaction is the first fact
19 Premier did not create but was required to navigate.

20 7. Bradley sought commercial financing to purchase the building. Joe and
21 Dinny were co-borrowers (either individually or as trustees of their trust) on the
22 promissory note secured by a deed of trust. They were not personal guarantors of the
23 note. Regardless of whether the escrow company insisted the trust have title ownership,
24 or whether there were other influences leading to title ownership, the Frasier Family Trust
25 took a recorded legal interest as 50% joint tenants in the medical building property.
26 Bradley overlooks the legal effect of the joint tenancy deed, which vested an equity
27 ownership in the trust. This is the second fact Premier did not create but was required to
28 navigate.

1 8. Joe and Dinny Frasier did not report income or claim expenses related to
2 their legal ownership of the building. Their estate attorney and various CPAs concluded
3 there was no IRS mischief because Joe and Dinny held their interest as passive investors
4 and were only required to report a gain or loss upon sale. Additionally, it appears Bradley
5 reported all income and claimed all expenses associated with the building. This is the
6 third fact Premier did not create but was required to navigate.

7 9. Joe and Dinny met with an estate attorney on February 28, 2014. The
8 attorney's internal memo reveals that Joe told the attorney the trust's one-half ownership
9 investment in the medical building was \$800,000. For reasons summarized in the memo,
10 Joe and Dinny intended to bypass Bradley and gift their interest in the medical building to
11 Bradley's children. These intentions were never formalized in amended estate documents
12 and the memorandum was not admitted for the truth of the matter asserted. The
13 memorandum was admitted to show its effect upon Premier, who was tasked with
14 resolving an entrenched medical building dispute while balancing competing beneficiary
15 interests and fulfilling its fiduciary duties. See NRS 51.035.

16 10. Joe died on October 22, 2014. Thereafter, Dinny was the sole trustee of the
17 Frasier Family Trust. Dinny was experiencing age-related cognitive changes at the time,
18 which continue to affect her participation in this dispute. At the time of Joe's death, the
19 trust owned two real properties, the joint tenancy interest in the medical building,
20 personal property, and various investment accounts. One of the two real properties
21 owned by the trust, a home located in Palm Desert, California, is referred to as the
22 Lavender home. Joe and Dinny used the Lavender home seasonally. It was also
23 periodically used and enjoyed by other family members. The second real property owned
24 by the trust, a home in Irvine, California, is referred to as the Pinewood property. The
25 Pinewood property was Joe and Dinny's long-term residence. Dinny was emotionally
26 labile and connected to both properties as they represented fond feelings of the past.

27 11. Upon Joe's death, the Frasier Family Trust was divided into a tax exempt
28 subtrust and a survivor's subtrust. The trust's legally recorded equity interest in the

1 medical building was allocated to the tax exempt subtrust. Dinny (through her estate and
2 tax professionals) caused a federal Form 706 estate tax return to be filed, which listed the
3 trust's 50% equity ownership interest in the medical building. This is the fourth fact
4 Premier did not create but was required to navigate.

5 12. In December, 2014, Dinny and Bradley agreed to treat the \$325,000
6 transaction as a loan for Bradley to repay. The existence of this agreement is evidenced by
7 Bradley's \$50,000 initial repayment. However, there is no written evidence of the
8 repayment agreement so the material terms of interest rate and amortization were not
9 confirmed. Subsequently, Dinny and Bradley's relationship deteriorated and they became
10 estranged. Bradley ascribes the estrangement to his sister Amy's undue influence.

11 13. Bradley became frustrated with the irresolution of the trust's interest in his
12 building. He left several unkind messages on Dinny's voicemail that caused Dinny to
13 react negatively. This deepened the estrangement between mother and son. The
14 estrangement between mother and son is the fifth fact Premier did not create but was
15 required to navigate.

16 14. Dinny's estate attorney recommended that Dinny appoint Premier as
17 co-trustee, which she did in May, 2015.

18 15. Premier initially attempted to work with Bradley to resolve the medical
19 building issue. Bradley made several proposals and indicated a willingness to
20 compromise to reach a resolution. He was willing to re-pay the money as a loan at a
21 negotiated interest rate.² Bradley became more frustrated, finally asserting incompetence
22 and/or self-dealing by Premier as the causes for delay. Bradley was represented by three
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24
25 ² Premier's attorney stated in court that Bradley did not want to "pay anything." Bradley points to this
26 statement as demonstrably untrue, thus authorizing an order denying all legal fees to Premier. Bradley also
27 suggests a report of professional misconduct is warranted. Mr. Robertson's statement, in isolation, is not
28 supported by the facts of record. However, Mr. Robertson later contextualized his statement by connecting
it to Bradley's insistence on repaying a loan instead of purchasing the trust's equity position. Upon
reflection, Mr. Robertson's statement could have been more careful. But it was neither prejudicial nor
intentionally false. Mr. Robertson made the statement in the course of a lengthy dispute in which he, his
firm, and his client were being relentlessly criticized. This Court knows Mr. Robertson to be a careful and
professional attorney; thus, no further comment or action is warranted.

1 successive attorneys during this time, yet he continued to personally communicate his tax
2 and legal analyses to Premier and its attorneys. Based upon testimony, there were
3 between 70 and 100 emails between Bradley and Premier's attorneys on the medical
4 building issue alone. Premier was involved in many other trust matters and its email
5 folder for the Frasier Family Trust contains approximately 5,000 emails.

6 16. According to Bradley, resolution was a simple matter and Premier and its
7 attorneys were obstructionist for their own financial benefit. However, Premier was
8 limited by the facts created before it became involved, including: 1) the uncertain nature of
9 the medical building purchase transaction, 2) the trust's recorded legal equity ownership
10 in the building, 3) the estate tax return filed after Joe's death, which confirmed the trust's
11 equity ownership interest in the medical building, and 4) Dinny and Bradley's
12 estrangement, resulting in Dinny's refusal to communicate with Bradley or agree to his
13 proposals. In addition to these pre-existing challenges, several CPAs advised Premier
14 against accepting Bradley's proposal and Premier was concerned about how beneficiaries
15 Nori and Amy would respond if it acceded to Bradley's demands to change the ownership
16 interests.³ Premier's position was that it could not simply amend the estate tax return,
17 ignore the trust's legal equity ownership, re-classify the equity position as a loan to be
18 repaid, transfer assets between the two subtrusts, and cause the original lender to release
19 the trust as a borrower on the promissory note, all while demonstrating equal fidelity to
20 other income and residual beneficiaries. At Dinny's request, and consistent with the
21 transactional documents, Premier maintained that Bradley should purchase the trust's
22 one-half equity interest in the building.

23 17. Bradley repeatedly insisted that he and his mother had a loan repayment
24 agreement and the matter would be resolved if he could just talk to Dinny. After some
25 effort and a few months, Premier persuaded Dinny to talk to Bradley to make progress on

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27 ³ This Court notes, without detail, that the intra-family relationships became so destructive that Dinny hired
28 a personal fiduciary/care manager and severed all ties with her children. Dinny later executed an
amendment disinheriting her three children from the subtrust over which she still had amendment (or
power of appointment) authority.

1 the issue. Premier facilitated a telephone call and requested that Bradley and Dinny be
2 civil to each other. Premier reassured Dinny she could terminate the call at any time if she
3 felt uncomfortable. The telephone call was a disaster. It lasted only a few minutes and
4 Bradley and Dinny were unkind to each other. Thereafter, Dinny repudiated the
5 executory loan repayment agreement and directed Premier to treat the \$325,000 as an
6 equity investment in 50% of the medical building. She was co-trustee at the time.

7 18. Premier consulted Dinny's former estate attorney and four separate CPAs,
8 who all disagreed with Bradley's tax analysis and proposed resolution. Bradley's CPA
9 was unable to persuade Dinny's CPA to resolve the issue as Bradley proposed. Regardless
10 of which position or professional was correct, Premier could not regard one beneficiary to
11 the disregard of the others. To do so would expose Premier to potential liability.

12 19. Premier and Dinny filed a petition for confirmation as co-trustees and for
13 other relief on March 2, 2016. Dinny suffered a fall at her Pinewood home in August, 2016.
14 Premier then purchased a single level home for Dinny in San Juan Capistrano, California.
15 Dinny was not satisfied with her new home and wanted to return to the same
16 neighborhood in Irvine where she had lived for several decades. Dinny's accident and
17 move to San Juan Capistrano caused the Lavender and Pinewood properties to be unused.

18 20. On October 5, 2016, Judge Stiglich entered an order directing the parties to
19 mediation within 120 days. Bradley was resistant to mediation because of its expense and
20 his confidence the dispute could be resolved as he proposed.

21 21. Following her fall and resulting move, Dinny's relationship with Premier
22 deteriorated. She hired personal counsel in November, 2016, severed all direct
23 communication with Premier, and agitated against Premier's continuing role as trustee.

24 22. Premier filed a supplemental petition for instructions on November 29, 2016,
25 in which it informed the court it was "embroiled in a dispute over ownership of a medical
26 building" and asked for an order regarding its disposition as well as instructions on how
27 Premier should handle the Frasier family's internal disputes. In its petition, Premier also
28

1 noted the parties had been unwilling to schedule the previously ordered mediation.

2 Premier orally renewed its mediation request on December 6, 2016, before Judge Polaha.

3 23. The parties participated in judicial mediation in January, 2017, and reached a
4 settlement on the medical building and other issues. The settlement did not incorporate
5 the analytical structure Bradley had insisted upon in the two preceding years. In
6 substance, it was far better for Bradley than what he had been seeking. Regrettably,
7 litigation continued until this Court entered an order enforcing the settlement.

8 24. This Court removed Dinny and confirmed Premier as the sole trustee on
9 October 17, 2017.

10 25. Dinny never asked Premier to rent the Lavender or Pinewood properties
11 while she was a co-trustee or after she was represented by independent counsel. Evidence
12 suggests Dinny did not want to rent the properties even though she was aware of their
13 ownership costs.

14 26. At the October 11-12, 2018 hearing, Dinny presented evidence of the
15 aggregate value of renting the properties, which amount she asserts as loss damages
16 against Premier. This value did not account for the continuing costs of ownership, lease
17 management, and the challenges of renting a home that was either contemplated for sale
18 or concomitantly listed for sale. Neither Dinny nor Premier offered any evidence of how
19 the vacant homes were unproductive (i.e., causing financial loss) in light of the
20 acknowledged increases in the real properties' values.

21 27. There is email correspondence indicating some discussions between Dinny's
22 private fiduciary and Premier that Dinny wanted to purchase another home in the same
23 Irvine neighborhood in which she had previously lived for so long. The email
24 correspondence further demonstrates that Dinny was slow to make decisions and had an
25 emotional connection to the Pinewood home. Dinny's fiduciary expressed her hope the
26 Pinewood home would be sold to facilitate the purchase transaction for a new Irvine
27 home. With assistance, Dinny did look at several potential replacement homes in Irvine.
28

28. Premier submitted the question of purchasing a replacement home to an internal committee of trust officers and concluded it should not purchase a fourth home while the trust continued to own three vacant homes. Instead, Premier proposed that Dinny enter into a lease option and live in the leased home for 6-12 months to confirm it met her desires. Then, after some transitional time, Dinny could exercise the option to buy and Premier would sell the Pinewood home to finance the replacement home purchase in Irvine. Premier specifically considered the fiduciary propriety of maintaining the Lavender and Pinewood homes as a proper allocation of trust assets because of the increasing value of the two homes. The absence of a comparison analysis between equity appreciation and rental opportunity loss, to include how rental or sale proceeds would be re-invested, makes it impossible for this Court to measure the damages Dinny seeks.

29. There is conflicting evidence on the Pinewood sale issue that Premier was unable to explain. Premier sent an authorization to Dinny to move personal property from the Pinewood home to San Jaun Capistrano to prepare the Pinewood home for sale. Dinny signed and returned the authorization in April, 2017. Premier did not follow through with the sale after receiving the written authorization from Dinny. It appears the authorization fell into the shadows created by the deepening disagreements between Dinny and Premier, Premier's experience with Dinny's uncertainties, the absence of communication between Dinny and Premier, the absence of clear direction from Dinny's personal attorney, the employment departure of the trust officer assigned to the Frasier Family Trust, and the slow transition of the trust to another trust officer.

Analysis

1. *Unproductivity of Lavender and Pinewood real properties.* Dinny's allegation of financial loss caused by the two homes' unproductivity is factually and legally problematic. The facts must be viewed within the larger context of Premier's interactions with Dinny, Dinny's private fiduciary, Dinny's personal attorney, and all three of Dinny's children. Dinny seeks to penalize Premier for its failure to rent the Lavender property in 2015, shortly after it assumed co-trustee duties and well before Dinny was injured by the

1 fall that made it difficult for her to visit the seasonal home. Dinny further seeks to
2 penalize Premier for its failure to rent the Pinewood property in September, 2016. Yet this
3 was a chaotic and busy time during which Dinny was injured and relocated to a recently
4 purchased home. Retrospective analysis in the proverbial “Monday morning armchair” is
5 not appropriate. Just a few months later, in the Spring of 2017, Premier was under
6 scrutiny from all sides and was not empowered to take dramatic action for a co-trustee
7 who refused to communicate with it and was seeking its dismissal. Premier’s decision not
8 to sell the properties must be viewed within the same context.

9 2. The third amendment to the Frasier Family Trust relieves a trustee of the
10 typical fiduciary standards on investments and specifically authorizes the trustee to retain
11 unproductive assets and make asset allocation decisions *on any reasonable basis*. In so
12 doing, the trustee’s decisions can be informed by the settlors’ investment decisions and
13 historical practices.

14 3. Legally, Premier’s investment decisions are governed by trust provisions and
15 the prudent investor rule codified at NRS 164.745. “A trustee shall invest and manage
16 trust property as a prudent investor would, considering the terms, purposes, requirements
17 for distribution, and other circumstances of the trust. In satisfying the standard, the trustee
18 shall exercise reasonable care, skill and caution.” NRS 164.745(1). Further, when making
19 investment decisions, a trustee shall consider “[a]n asset’s special relationship or special
20 value . . . to one or more of the beneficiaries.” NRS 164.745(3)(h). Compliance with the
21 prudent investor standard depends on the circumstances and conduct of the trustee at the
22 time of decision making and is not based on hindsight. NRS 164.765; see also Donato v.
23 BankBoston, N.A., 110 F.Supp.2d. 42, 52 (D.R.I. 2000); French v. Wachovia Bank, Nat.
24 Ass’n, 800 F. Supp. 2d 975, 990 (E.D. Wis. 2011) (“The test is not whether, in hindsight, a
25 more lucrative investment could have been made . . . [but] whether, under the
26 circumstances then prevailing, a prudent man would have acted differently”).
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1 4. Finally, Dinny failed to prove damages by a preponderance of evidence. The
2 aggregate rental analysis is incomplete as the appreciated values of the properties during
3 this same time is unknown. Dinny failed to prove by preponderant evidence that Premier
4 was unreasonable or in breach of its fiduciary duties when it did not rent or sell the
5 properties.

6 5. *Allocation of \$4,000 payment for legal fees.* On December 11, 2017, this Court
7 entered an order directing Premier to distribute \$54,000 to Bradley by a certain date and
8 time. The purpose of the order was to effectuate a \$50,000 payment provision of the
9 settlement previously reached by the parties. The \$4,000 payment was not a sanction; it
10 was included to avoid an injustice to Bradley. See NRS 153.031(3). The \$50,000 had not
11 been paid, in part, because Dinny directed Premier not to pay it. Premier was in a difficult
12 position between the demand for payment by Bradley and the direction from its
13 co-trustee. Thus, when this Court ordered that Premier “distribute” \$54,000 to Bradley, it
14 intended the \$50,000 plus the \$4,000 in attorneys’ fees be distributed from the trusts.

15 6. *Bradley’s request for sanctions.* Bradley seeks to sanction Premier \$302,395 by
16 denying the trust as a payment source for its attorneys’ fees. The evidence demonstrates
17 the medical building dispute involved complex tax issues upon which even the
18 accountants could not agree. Bradley’s insistence the dispute be resolved only by treating
19 the trusts’ investment as a loan instead of an ownership interest exacerbated the problem
20 by making resolution more difficult.

21 7. Bradley is undoubtedly intelligent and accomplished. And he seems
22 unaware of how his direct, confrontational style can be alienating to others. Bradley’s
23 style is one of the influences in this unfortunate dispute. His request is not joined by other
24 beneficiaries, including Dinny – who bears the financial burden of Premier’s attorneys’
25 fees.

26 8. Bradley has not challenged any particular fees as unreasonable or unnecessary
27 even though detailed legal invoices were filed and available for his review. Rather, his
28

1 objection is that *all* of the legal fees were unnecessary because *none* of them would have
2 been required if only the trustees and their counsel had accepted his proposal. Bradley's
3 position is untenable. The legal fee invoices demonstrate that Premier's attorneys dealt
4 with many other issues besides the medical building, such as questions regarding Dinny's
5 capacity to amend the survivor's trust, the legal impact of amendment, allegations from
6 multiple parties that other parties were asserting undue influence over Dinny, issues
7 regarding retention and payment of caregiver services for Dinny, the fact that Dinny
8 severed all direct communication between her and Premier and thereafter required
9 Premier to communicate with her through counsel, etc. Thus, Bradley has failed to
10 identify with any reasonable specificity what portion of the legal fees were allegedly
11 unnecessary because they related solely to the medical building dispute. Finally, Bradley
12 has not demonstrated by a preponderance of evidence that Premier is solely responsible
13 for the way the Frasier Family Trust has been administered. The sanction Bradley seeks is
14 neither supported by the evidence nor available under Rule 11 or NRS 7.085.

15 9. *Objection to Ms. Mulrain's Fees.* Amy's only objection to the accountings
16 related to payment of Ms. Mulrain's fees. Amy generally alleges that Dinny lacks capacity
17 or knowledge about Ms. Mulrain's professional services and costs. Amy questions the
18 qualitative and quantitative services provided by Ms. Mulrain. Amy also expressed other
19 concerns about Dinny's personal care and attorney-client relationship with Mr. Resnick.
20 Amy did not prove her objections by a preponderance of the evidence. This Court is
21 unable, based upon the evidence of record, to invalidate Dinny's contract with
22 Ms. Mulrain. All other objections to Ms. Mulrain's fees have been resolved by
23 Ms. Mulrain's submission of detailed invoices and Mr. Resnick's representation that
24 Ms. Mulrain is not seeking double payment.

25
26 10. *Ancillary Issues.* This Court previously expressed its concerns and invited the
27 parties to comment upon the propriety of an independent investigator to confirm Dinny's
28 capacity, removing Ms. Mulrain as Dinny's attorney-in-fact, and appointing a guardian ad
litem. Upon reflection, this Court must adhere to its jurisdictional authority over the trusts

1 and modestly intervene in personal issues in accordance with NRS 164.010 and
2 NRS 164.015. Additionally, all persons related to these ancillary issues reside in California
3 and the parties' convenience compels California as the appropriate forum to address these
4 issues.

5 **Conclusions**

6 11. Premier's Resignation Petition and its Ratification Petition are granted in
7 their entirety. U.S. Bank shall be substituted in Premier's place as trustee of the trusts,
8 effective December 28, 2018. Premier and U.S. Bank shall jointly use best efforts to
9 effectuate a smooth transition of the trusts. Premier's Accounting Petition is also granted
10 in its entirety, with the sole exception being that the trustee shall pay Ms. Mulrain the
11 amount of \$180,596.68 from the appropriate trust(s) before it relinquishes financial control
12 to U.S. Bank. This Court will retain jurisdiction over administration of the trusts to resolve
13 any outstanding disputes over amendment of the trusts, to oversee the orderly trust
14 transition to U.S Bank, and to resolve any related issues. This Court is prepared to sign an
15 order relinquishing all jurisdiction if stipulated and submitted for decision.
16

17 12. Dinny's petition to confirm the third and fourth amendments is approved.
18 Amy opposes the motion with arguments previously considered by this Court. Amy also
19 alleges an arithmetic error in calculating the children's offset distributive balances. This
20 Court acknowledges the possibility of an error, but does not rule on whether the
21 distribution amounts listed in the fourth amended have been calculated correctly.
22 Mr. Resnick and Premier's current counsel shall file a reply to the alleged arithmetic error
23 no later than January 11, 2019, at 5:00 p.m.. Amy's other objections, primarily to capacity,
24 are denied.

25 **IT IS SO ORDERED.**

26 Dated: December 21, 2018.

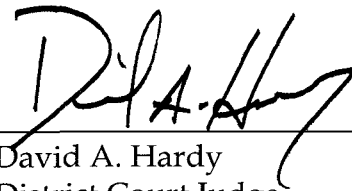
27 
28 David A. Hardy
District Court Judge

Exhibit 2

Exhibit 2

CODE: 2630
Amy Frasier-Wilson
10 Via Sonrisa
Mission Viejo, CA 92692
949-825-9563
In Pro Per

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

In the Matter of the

Case No.: PR16-00128

JORDAN DANA FRASIER FAMILY TRUST,

Dept. No.: 15 [PR]

**OBJECTIONS TO PETITION TO CONFIRM THE THIRD AND FOURTH
AMENDMENTS TO SURVIVOR'S TRUST, TO EFFECTUATE TERMS OF
SETTLEMENT AGREEMENT & CERTAIN TRANSFERS PAYABLE UPON DEATH
OF THE SURVIVOR – MRS. DINNY FRASIER**

COMES NOW, AMY FRASIER-WILSON (Wilson), in pro per and interested party to the above entitled action, hereby files these Objections to Petition to Confirm the Third and Fourth Amendments to Survivor's Trust, to Effectuate Terms of Settlement Agreement & Certain Transfers Payable Upon Death of the Survivor – Mrs. Dinny Frasier ("Objections to Petition"), as follows. The basis of these Objections are to deny the Petition for the following: a) Mrs. Frasier lacks capacity required to execute the Third and Forth Amendments; b) Material breach of the Court Ordered Settlement Agreement would be created upon the Confirmation of Fourth Amendment; c) Premier Trust or any other Trust Company will not be able to execute the

1 Confirmed Third and Fourth Amendments due to the material breach of the Court Ordered
2 Settlement Agreement.

3 **I. INTRODUCTION**

4
5 Wilson appreciates the Court's issuing of the Minute Order on October 16, 2018 in which
6 the Court invites the parties to file any objections to the 3rd Trust Amendment filed on November
7 19, 2018 by Counsel for Mrs. Dinny Frasier, Mr. Resnick, no later than December 10, 2018.
8 Wilson now files such objections.

9 **II. SETTLEMENT AGREEMENT BACKGROUND**

10
11 The Court has ongoing jurisdiction over the Jordan Dana Family Trust pursuant to NRS
12 164.10 as the result of the medical building office dispute. The Court ordered mediation
13 regarding medical building dispute and mediation was held January 27, 2017. The Mediation
14 resulted in a Settlement agreement that required the Court to approve (See Exhibit 1). The Court
15 conducted an evidentiary hearing on May 9, 2017 regarding the enforceability of the settlement
16 agreement reached during the January 27, 2017 mediation hearing. After the hearing, the Court
17 ordered that the Settlement Agreement reached during the January 27, 2017 Mediation was valid
18 and enforceable. The Court issued an Order on July 6, 2017 to enforce the Settlement Agreement
19 (See Exhibit 2)
20

21
22 Two of the material terms of the Settlement Agreement include that Mrs. Frasier was
23 required to amend her Survivor's Trust to distribute real estate properties immediately and
24 equalize payments based upon the valuations of the real estate properties to be distributed to
25 Amy Frasier-Wilson, Nori Frasier, Bradley Frasier upon the passing of Mrs. Frasier. The
26 properties were appraised per the Settlement Agreement and the values were submitted to the
27 Court and Ordered on March 6, 2018 (See Exhibit 16). The Via Sonrisa property to be
28

1 distributed to Amy received an appraised value of \$576K. The Pacifica Way property to be
2 distributed to Nori received an appraised value of \$410K. The Vista Way property to be
3 distributed to Bradley received a value of the Trust's tenant-in-common interest of \$384K.
4

5 The equalization payments upon the passing of Mrs. Frasier would be based upon the
6 highest valued property (Via Sonrisa \$576K) less the assigned value of the properties. Thus,
7 Nori would receive \$166K (\$576K - \$410K), Bradley would receive \$192K (\$576K - \$384K)
8 Another distribution granted was that \$10K would be distributed to Nori and Amy, and they
9 would share equally the \$10K upon the passing of Mrs. Frasier.
10

11 The question of whether Mrs. Frasier was competent to modify the terms of the Trust to
12 effectuate the disposition of the properties was solved by the Court as the result of being
13 empowered by the statutory authority of NRS 153.031(1)(n) to modify the Trust instrument to
14 specifically distribute only the properties, and not amend any other Trust Instruments. The
15 equalization payments would be addressed if Mrs. Frasier has the capacity to amend the
16 Survivor's Trust.
17

18 **a. MRS. FRASIER LACKS CAPACITY**

19 The question of whether Mrs. Frasier lacks capacity has been asked by everyone in this
20 case. As of November 4, 2016, David Robertson, Mrs. Frasier's Attorney representing her as
21 Co-Trustee and Premier Trust, sent an email out that Mrs. Frasier was no longer competent to
22 handle her finances. (See Exhibit 15) Mr. Robertson indicated that Mrs. Frasier did not even
23 understand there are two trusts, "A" and "B" trusts. Another instance of questioning Mrs.
24 Frasier's capacity was in December 2016 when Ms. Nicole Shrive, former Premier Trust Officer
25 was working with Janie Mulrain shortly after Ms. Mulrain entered into an agreement to become
26 Mrs. Frasier's Power of Attorney. The text messages exchanged between Ms. Shrive and Ms,
27
28

1 Mulrain indicate that they were working to gain access to Mrs Frasier's personal Bank of
2 America account, but were having problems since Ms. Mulrain was at the bank trying to get on
3 the bank account, but Mrs. Frasier may not have been at the bank at the same time to vouch for
4 the validity of the POA document. Ms. Shrive stated "I was wondering about how to get around
5 the capacity part of that POA" Ms. Mulrain stated "BofA now wants a Dr's capacity
6 declaration" (See Exhibit 4)

7
8 The Settlement Agreement attempted to address the question of Mrs. Frasier's capacity
9 by having Mrs. Frasier evaluated by a "qualified gerontologist to assess her capacity to contract
10 and make testamentary disposition of her estate". Mrs. Frasier was seen by Dr. James Edward
11 Spar, a very well-known geriatrician for evaluations on Feb 27, 2017, May 19, 2017 and
12 September 22, 2017. (See Exhibit 5).

13
14 Dr. Spar opined for the Feb 27, 2017 evaluation in two summary letters, dated April 7,
15 2017 and April 26, 2017. In the April 7, 2017 opine letter, Dr. Spar stated that Mrs. Frasier
16 "retains the testamentary capacity (as defined in Cal Probate Code 6100.5) (See Exhibit 11)
17 required to modify her estate plan" Dr. Spar also indicated "that she retains the capacity to enter
18 into contracts, as long as she is not required to rely on her unaided recall alone". In the April 26,
19 2017 opine letter, Dr. Spar answered concerns that he did not need to consider the subdural
20 hematoma that Mrs. Frasier received as the result of her fall in July 2016 in his evaluation.

21
22 Dr. Spar opined for the May 19, 2017 evaluation in summary letter, dated May 22, 2017
23 that Mrs. Frasier "with respect to her decision to replace her trustee, she was able to
24 communicate the decision, and to understand and appreciate, to the extent relevant, the rights,
25 duties, and responsibilities affected by the decision".
26
27
28

1 Dr. Spar opined for the September 22, 2017 evaluation in summary letter, dated
2 September 26, 2017 that Mrs. Frasier “still retains testamentary and contractual capacity, is quite
3 aware of her overall circumstances, and remains capable of guiding you in the process of seeking
4 a settlement of her current legal dilemma”

5
6 On the surface, the capacity evaluations performed by Dr. Spar give the impression Mrs.
7 Frasier had at least testamentary capacity, and contractual capacity only if she has the support of
8 trusted advisors that can “look over her shoulder and prevent errors of recall, impulse control,
9 and judgement” as described in the April 26, 2017 revised summary letter. But one area of
10 concern in which Dr. Spar does not address in any of the evaluations is the issue of whether Mrs.
11 Frasier could be vulnerable to undue influence and how that would affect her decision-making
12 process. [Emphasis added]

13
14 In 2018, Mrs. Frasier was evaluated by Dr. Sandra Klein, a well-respected clinical
15 psychologist employed at University of California, Irvine, Division of Geriatric Medicine and
16 Gerontology for evaluations on August 30, 2018 and November 12, 2018. (See Exhibit 6).

17
18 Dr. Klein opined for the August 30, 2018 evaluation in summary letter dated, October 4,
19 2018 that Mrs. Frasier does have Testamentary Capacity, but does not have Contractual
20 Capacity. Dr. Klein describes that Mrs. Frasier is “not capable of appreciating the situation or
21 consequences of her decisions independently” Dr. Klein describes Mrs. Frasier “unable to
22 manipulate information and balance the pros and cons of her immediate situations because
23 information becomes overwhelming for her and she needs assistance keeping the facts and
24 details correct without forgetting”. Dr. Klein goes on to state “this makes her vulnerable to undue
25 influence by others when it comes to her financial affairs” Dr. Klein indicates that Mrs. Frasier’s
26 safety is a prime concern now. Dr. Klein indicates that Mrs. Frasier “is dependent on her
27
28

1 Caregivers and Case Manager to handle her ADLs (Activities of Daily Living) and IADLs
2 (Instrumental Activities of Daily Living)”

3 Dr. Klein opined for the November 12, 2018 evaluation in summary letter dated,
4 November 16, 2018 that Mrs. Frasier does have Testamentary Capacity,” but would need to have
5 trusted advisors to help her understand information sufficiently to ensure Contractual Capacity”.

7 Dr. Klein describes that Mrs. Frasier is “not capable of appreciating the situation or
8 consequences of her decisions independently” Dr. Klein describes Mrs. Frasier “unable to
9 manipulate information and balance the pros and cons of her immediate situations because
10 information becomes overwhelming for her and she needs assistance keeping the facts and
11 details correct without forgetting”. Dr. Klein goes on to state “this makes her vulnerable to undue
12 influence by others when it comes to her financial affairs” Dr. Klein states that Mrs. Frasier’s
13 “overall judgement suggests she knows what to do in different situations but may not be able to
14 do it because she is dependent on others physically and cognitively”. Dr. Klein indicates that
15 Mrs. Frasier’s safety and stress-free environment are a primary concern now. Dr. Klein indicates
16 that Mrs. Frasier “is totally dependent on her Medical Case Manager, Professional Fiduciary and
17 Caregivers for her well-being”

20 Dr. Klein’s evaluations opine that Mrs. Frasier has at least Testamentary Capacity, and
21 conflicting opines on either not having Contractual Capacity or requiring trusted advisors to help
22 understand information sufficiently to ensure Contractual Capacity. But this raises concerns not
23 addressed by Dr. Klein in the evaluation when Mrs. Frasier indicated “that she did not know
24 what she was signing when her daughter Amy made her sign changes to her part of the Trust”.

26 The first question would be whether Mrs. Frasier was presented with the truth, would she
27 still hold onto her belief even if she was presented with contrary evidence? The second question
28

1 would be whether Mrs. Frasier understands complex trust documents such as the Third
2 Amendment & Restatement and Fourth Amendment?

3 **b. MRS. FRASIER DOES NOT HAVE THE CAPCITY TO**
4
5 **UNDERSTAND THE THIRD AMENDMENT AND RESTATEMENT**

6 The Third Amendment and Restatement was executed on April 27, 2017 by Mrs. Frasier
7 with complex dispositive and administrative changes over the Second Amendment, dated June
8 24, 2016. Included in the changes was the proposed change of Co-Trustee from Premier Trust to
9 Farmers & Merchant Bank. The Co-Trustee change never occurred for Farmers & Merchant
10 Bank to become Co-Trustee and the Third Amendment and Restatement was never accepted in
11 writing by Premier Trust. The Third Amendment and Restatement, dated April 27, 2017 must be
12 understood by Mrs. Frasier when the Fourth Amendment, dated November 13, 2018 was
13 executed since Mrs. Frasier must be able to understand what she is amending in her Survivor's
14 Trust.
15

16
17 The Third Amendment and Restatement, Section 7.7 (See Exhibit 9) will deny Mrs.
18 Frasier's ability to amend the Survivor's Trust due to the following:

19 7.7 Definition of Incapacity

20 (a) For purposes of this instrument, a person is deemed "incapacitated" or deemed to
21 suffer from "incapacity" if any of the following circumstances apply:

22 (i) The person is unable to provide properly for the person's own needs for physical
23 health, food, clothing or shelter; to manage substantially that person's own financial
24 resources; or to resist fraud or undue influence.

25
26 By the above Section 7.7(a)(i) definition, Mrs. Frasier is considered to be "incapacitated"
27 or deemed to suffer from "incapacity" for purposes of this Trust Instrument.
28

1 The following examples support this determination:

2 Dr. Klein indicated in the summaries for Capacity Evaluations performed August 30,
3 2018, November 12, 2018 that Mrs. Frasier was “vulnerable to undue influence by others when it
4 comes to her financial affairs” or unable to resist fraud or undue influence. Mrs. Frasier is totally
5 dependent on her Medical Case Manager, Professional Fiduciary and Caregivers for her well-
6 being” or unable to provide properly for the person’s own needs for physical health, food,
7 clothing or shelter; to manage substantially that person’s own financial resources.
8

9 NRS 159.019 gives guidance for Capacity in Guardianship and defines “incapacitated”
10 with the following definition: “A person is incapacitated if he or she, for reasons other than
11 being a minor, is unable to receive and evaluate information or make or communicate decisions
12 to such an extent that the person lacks the ability to meet essential requirements for physical
13 health, safety, or self-care without appropriate assistance.
14

15 c. **FOURTH AMENDMENT IS IMPROPER AND SHOULD NOT BE**
16 **ALLOWED**
17

18 Mrs. Frasier was required by terms of Settlement Agreement that she amend the
19 Survivor’s Trust to distribute the real estate properties presently to Amy Frasier Wilson, Nori
20 Frasier, Bradley Frasier and to effectuate equalization payments upon the passing of Mrs.
21 Frasier. The Court disposition of the properties was solved by the Court as the result of being
22 empowered by the statutory authority of NRS 153.031(1)(n) to modify the Trust instrument to
23 specifically distribute only the properties, and not amend any other Trust Instruments. Mrs.
24 Frasier is required to understand the Third Amendment and Restatement so that she can
25 understand what she is amending in the Fourth Amendment. The combined page count of both
26 the Third Amendment and Restatement and Fourth Amendment submitted to Court for
27
28

1 confirmation is 33 pages, complex dispositive and administrative changes over the Second
2 Amendment, dated June 24, 2016. Included in the changes was the proposed change of Co-
3 Trustee from Premier Trust to US Bank. The complexity of the combined proposed Survivor's
4 Amendments require that Mrs. Frasier has contractual capacity to ensure that she understands
5 what she is entering into.
6

7 In *Lintz v Lintz* 2014 Cal. App (6th Dist. January 14, 2014), the Court concluded that the
8 probate court erred by applying the testamentary capacity standard (*i.e.*, Probate Code section
9 6100.5) to the trusts and trust amendments in question instead of the "sliding-scale contractual
10 standard" outlined in Probate Code sections 810 through 812. In this case, as the Court noted, the
11 trust instruments were "unquestionably more complex than a will or codicil. They addressed
12 community property concerns, provided for income distribution during the life of the surviving
13 spouse, and provided for the creation of multiple trusts, one contemplating estate tax
14 consequences, upon the death of the surviving spouse." (See Exhibits 11, 12, 13)
15

16 Mrs. Frasier indicated to Dr. Klein that "she did not know what she was signing when
17 her daughter Amy had her sign changes to her part of the Trust". Any changes that Mrs. Frasier
18 has made in the past were made on her own volition and entered into in full confidence with her
19 former legal counsel, Brooks Travis. Dr. Klein has indicated that Mrs. Frasier either does not
20 have contractual capacity or would need to have trusted advisors to help her understand
21 information sufficiently to ensure Contractual Capacity.
22

23 Mrs. Frasier executed the Fourth Amendment on November 13, 2018 with the support of
24 her trusted advisor, Mr. Barnet Resnick, Vogt, Resnick, Sherak LLP. Mr. Resnick drafted the
25 Fourth Amendment, just like he had previously drafted the Third Amendment and Restatement
26 for Mrs. Frasier to execute. The signature page indicates that Mr. Resnick "Read and Approved
27
28

1 by” with Mrs. Frasier by the “look over her shoulder and prevent errors of recall, impulse
2 control, and judgement” approach. As the result, Mrs. Frasier executed the Fourth Amendment
3 under the guidance of Mr. Resnick which has two material breaches relating to the Settlement
4 Agreement. First, the Trust’s tenant-in-common interest in Vista Way should be \$384K instead
5 of \$460K. (See Exhibit 16) Second, the equalization for Nori should be \$166K (\$576 less
6 \$410K) and \$5K legal distribution; and equalization for Bradley should be \$192K (\$576K less
7 \$384K). This oversight by both Mrs. Frasier and Mr. Resnick regarding the Fourth Amendment
8 incorrect property value and equalization payments begs the question whether Mrs. Frasier read
9 or even understood the legal documents that she was presented to execute.
10
11

12 The above material breaches would prevent Premier or any other Trust Co from
13 executing the Fourth Amendment, and as the result, the Third Amendment and Restatement
14 cannot be executed if Mrs. Frasier lacks the capacity to execute the Trust Amendments.
15

16 **III. COMPLEXITY OF COMBINED TRUST AMENDMENTS**

17 During a October 2, 2018 telephone call, Mr. Alyyn Anderson, former visitation monitor,
18 expressed to both Bill and I that when he was being hired in September 2018, to be the visitation
19 monitor for Mrs. Frasier, Mr. Anderson indicated that he was asked to go over to Mrs. Frasier’s
20 house to review the contract for his services and have Mrs. Frasier execute the agreement. Mr.
21 Anderson indicated to both Bill and I that he thought this request to have Mrs. Frasier to sign the
22 agreement did not make any sense. He could tell right away that Mrs. Frasier had no idea what
23 he was talking about or had any understanding about what the agreement contained. Mr.
24 Anderson thought it was strange since Mrs. Frasier had a POA that could sign on behalf of Mrs.
25 Frasier. (See Exhibit 14)
26
27
28

1 If Mrs. Frasier could not understand a simple visitation monitor agreement, the combined
2 Third Amendment and Restatement and Fourth Amendment with 33 pages, complex dispositive
3 and administrative changes would provide a challenge for Mrs. Frasier even with trusted advisor
4 “looking over her shoulder”.

6 **IV. CONCLUSION**

7 Based upon the Third Amendment and Restatement, Section 7.7 (a)(i), Mrs. Frasier
8 should be deemed “incapacitated” or deemed to suffer from “incapacity” for the trust instruments
9 known as the Third Amendment and Restatement and Fourth Amendment.
10

11 Mrs. Frasier should be required to have contractual capacity independent of any trusted
12 advisor so that she can understand and remember the complex trust documents required to amend
13 the Survivor’s Trust in the future.

14 The Court has never heard directly from Mrs. Frasier. David Robertson attempted to
15 meet with Mrs. Frasier in person but was required to sign an NDA before he could meet with her.
16 The Court ordered Mrs. Frasier to appear in court but she was a no show.
17

18 Bill and I called my Mother on my recent birthday, November 26, 2018. After some
19 small talk, Bill asked my Mother did she know what day it was. My Mother said she did not.
20 Bill told her it is November 26. My Mother said, okay it is November 26. Bill asked, do you
21 know whose birthday it is today? My Mother said, no who’s birthday is it? Bill said it is Amy’s
22 birthday, she is 65 years old. My Mother then started to sing “Happy Birthday to Amy”. As
23 much as I was sad that she does not know when my birthday is anymore, I am very grateful that
24 she was able to sing me another Happy Birthday. (See Exhibit 14)
25

26 WHEREFORE, Amy Frasier-Wilson has filed this Objection with probable cause and
27 prays for orders from the Court as follows:
28

1. Denial of the Petition to Confirm the Third and Fourth Amendments to Survivor's Trust to Effectuate Terms of Settlement Agreement & Certain Transfers Payable Upon Death of the Survivor – Mrs. Dinny Frasier

Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

I declare, under penalty of perjury under the laws of the State of Nevada and the State of California, that the foregoing is true and correct. I declare under oath that the contents of the objection and statement to which the declaration is attached are true and correct to the best of my knowledge.

DATED this 10th day of December, 2018.

/s/ Amy Frasier-Wilson
Amy Frasier-Wilson
10 Via Sonrisa
Mission Viejo, CA 92692
949-825-9563
In Pro Per

1 **CERTIFICATE OF SERVICE**

2 I am a resident of the State of Nevada, over the age of eighteen years, and not a party to the
3 within action. On the 10th day of December, 2018, I served the within documents(s):

4 **OBJECTIONS**



6 **BY ELECTRONIC MEANS:** by transmitting via electronic means the
document(s) listed above by the eflex court system

7 G. David Robertson, Esq.
Johnathan J. Tew, Esq.
Courtney Miller O'Mara, Esq.
8 Richard D. Williamson, Esq.
Michael A. Rosenauer, Esq.

9
10 **BY HAND:** by personally delivering the document(s) listed above to the person(s) at the
address(es) set forth below. NRCP 5(b)(2)(A).



12 **BY MAIL:** by placing the document(s) listed above in a sealed envelope with
postage thereon fully prepaid, in the United States mail at Reno, Nevada addressed as set forth
13 below. NRCP 5(b)(2)(B).

14 **BY DEPOSITING WITH THE CLERK:** by causing document(s) to be deposited
with the Clerk of the Court, as the party or their attorney has no known address. NRCP
15 5(b)(2)(C)

16 **BY PERSONAL DELIVERY:** by causing personal delivery by Reno/Carson
17 Messenger Service of the document(s) listed above to the person(s) at the address(es) set forth
below.

18
19 Barnet Resnick, Esq. [pro hac vice}
4400 MacArthur Blvd. Ste 900
20 PO Box 7849
Newport Beach, CA 92658-7849
21 Attorneys for Dinny Frasier, individually

22 Bradley L. Fraiser, MD
3609 Vista Way
23 Oceanside, CA 92056

24 ROBERTSON, JOHNSON,
25 MILLER & WILLIAMSON
G.David Robertson, Esq.
26 Richard D. Williamson, Esq.
50 West Liberty Street, Suite 600
27 Reno, Nevada 89501
Attorneys for Premier Trust, Inc.
28

Nori Frasier
4372 Pacifica Way, Unit 3
Oceanside, CA 92056

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

Executed on 12/10/18, Reno, Nevada.

/s/ Lindsay Wheeler
High Sierra Legal
PO Box 50153
Reno, NV 89513

Index of Exhibits

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4	Nicole Shrive, Janie Mulrain Text Messages Dec 2016	3
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7	3 rd Amendment & Restatement – Section 3.1, 3.2, 3.3	5
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9	3 rd Amendment – Definition of Incapacity – Section 7.7	3
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11	CA Probate Code 6100.5 – Testamentary Capacity	2
12	CA Probate Code 810-812 – Contractual Capacity	5
13	Lintz v Lintz - Trust Complexity – Contractual Capacity	7
14	Declaration of William (Bill) Wilson,	3
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16	Court Order March 6, 2018 – Property Appraised Values	3

Exhibit 1

Exhibit 1

3640

Barnet Resnick, Esq. [admitted pro hac vice]
VOGT/RESNICK/SHERAK, LLP
4400 MacArthur Boulevard, Suite 900
P.O. Box 7849
Newport Beach, CA 92658-7849
Ph: 949-851-9001
Fax: 949-833-3445
Counsel for Mrs. Dinny Frasier, Individually

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

In the Matter of the

Case No: PR16-00128

JORDAN DANA FRASIER FAMILY TRUST

Dept. No.: 15 [PR]

PETITION TO CONFIRM THE THIRD AND FOURTH AMENDMENTS TO
SURVIVOR'S TRUST TO EFFECTUATE TERMS OF SETTLEMENT
AGREEMENT & CERTAIN TRANSFERS PAYABLE UPON DEATH OF THE
SURVIVOR – MRS. DINNY FRASIER

Mrs. Dinny Frasier Petitions this Court to confirm the Third and Fourth Amendments to the Survivor's Trust created under the Jordan Dana Frasier Family Trust (the "Trust") to effectuate certain terms of a court-sanctioned settlement agreement and disposition of the remainder of the Survivor's Trust to certain beneficiaries upon the death of the Survivor – Mrs. Dinny Frasier.

BACKGROUND REGARDING MEDICAL OFFICE BUILDING

1. This case began when Mrs. Frasier and Premier Trust ("PT") filed a "Petition for Confirmation of Trustees, for Construction of the Trust Instruments, and for Instructions" on March 2, 2016. *See* Court Docket.

2. The Petition requested this Court assume jurisdiction of the Trust pursuant to NRS 164.010, confirm Mrs. Frasier is a co-trustee of the Trust, confirm PT is the corporate and primary co-trustee of the Trust, order PT to provide an annual accounting of the Trust to Mrs. Frasier, and provide guidance on PT's duties with

1 respect to a medical office building in which the Trust had partial ownership. *See*
2 **Exhibit 1** p. 7.

3 3. After a lawfully noticed hearing before the Honorable Probate Commissioner
4 Robin Wright on April 13, 2016, Commissioner Wright issued a Recommendation for
5 Order on April 21, 2016. *See* Recommendation for Order attached as **Exhibit 2**.

6 4. The Recommendation stated this Court assumed ongoing jurisdiction over the
7 Trust pursuant to NRS 164.010 until otherwise ordered by the Court. *See* **Exhibit 2**
8 ¶'s 3 and 17. The Recommendation also confirmed PT was the primary Co-Trustee
9 of the Trust. *See* **Exhibit 2** ¶ 11.

10 5. The District Court adopted and confirmed the Recommendation for Order in a
11 Minute Order dated August 18, 2016 with the exception of Paragraph 13 of the
12 Recommendation. *See* August 18, 2016 Minutes attached as **Exhibit 3**.

13 6. The District Court issued a written Order on August 29, 2016 adopting the
14 Recommendation for Order attached as **Exhibit 4**, except for Paragraph 13 of the
15 Recommendation.

16 7. Therefore, this Court has ongoing jurisdiction over the Trust pursuant to NRS
17 164.010.

18 8. As stated above, the initial dispute before this Court involved the Trust's and
19 Dr. Frasier's Trust's joint ownership of a medical office building in Southern
20 California. *See* Dr. Frasier's Response to Recommendation for Order filed on May 19,
21 2016 attached as **Exhibit 5**.

22 9. The Court set a bench trial on May 8, 2017, to determine the Trust's and Dr.
23 Frasier's legal rights and responsibilities with respect to the medical building. *See*
24 October 5, 2016 Order After Hearing attached as **Exhibit 6**.

25 10. However, on February 24, 2017, PT filed a "Status Report" indicating the
26 Parties mediated their issues with the medical building on January 27, 2017 and
27 resolved the dispute. *See* Status Report attached as **Exhibit 7**.

1 11. Thereafter, the Parties disputed the terms of settlement, and in certain
2 respects, contested whether there was an enforceable settlement agreement reached
3 during mediation.

4 12. In response, this Court conducted an evidentiary hearing on May 9, 2017
5 regarding the enforceability of the settlement and its specific terms. After the
6 hearing, the Court ordered the Settlement Agreement reached during the January
7 27, 2017 mediation was valid and enforceable. *See* Settlement Agreement attached
8 as **Exhibit 8**. *See also* July 6, 2017 Court Order attached as **Exhibit 9**.

9 13. The Court further clarified the Agreement should be enforced as written
10 subject only to the requirement that equalization payments to her children should be
11 made upon Mrs. Frasier's passing. *See* **Exhibit 9**. Therefore, the disputes arising
12 out of the Trust's and Dr. Frasier's joint ownership of the medical building were
13 resolved by the Parties during mediation, and the terms of their Settlement
14 Agreement were enforced by this Court in its July 6, 2017 Order attached as **Exhibit**
15 **9**.

16 14. Part of the Settlement Agreement required Mrs. Frasier to amend her Trust
17 to equalize certain payments from the Trust to her three children – Bradley Frasier,
18 Nori Frasier, and Amy Frasier Wilson. *See* **Exhibit 8**.

19 **MRS. FRASIER'S CAPACITY TO AMEND THE TRUST TO EFFECTUATE EQUALIZATION**
20 **PAYMENTS REQUIRED BY THE SETTLEMENT AGREEMENT**

21 15. Following execution of the Settlement Agreement and the Court's July 6, 2017
22 Order indicating it was enforceable, certain Parties to this action began to question
23 whether Mrs. Frasier had capacity to participate in the administration of the Trust.
24 To alleviate these concerns, Mrs. Frasier, by and through her Counsel, offered to
25 resign as a Co-Trustee of the Trust during an October 17, 2017 Hearing, at which
26 time, the Court ordered the removal of Mrs. Frasier as a Co-Trustee of the Trust. *See*
27 December 11, 2017 Court Order attached as **Exhibit 10**.

1 16. Although Mrs. Frasier's resignation as Co-Trustee of the Trust removed any
2 capacity concerns regarding Trust administration, the issue of Mrs. Frasier's capacity
3 to amend the Trust to effectuate equalization payments to her children required by
4 the Settlement Agreement went unresolved until the Court's most recent hearing on
5 October 11th and 12th of 2018. Following the October 2018 Hearing, the Court issued
6 the following Minute Order on October 16, 2018:

7 COURT ORDERED: Dr. Kleine's capacity assessment of
8 Dinny Frasier shall be completed no later than November
9 15, 2018. Upon completion and if deemed appropriate,
10 Dinny Frasier shall complete and execute the 3rd Trust
11 Amendment. Further, petition to confirm shall be efiled no
12 later than November 19, 2018, and served on all parties.

13
14 COURT FURTHER ORDERED: Parties shall each efile
15 objection(s), if any, to the 3rd Trust Amendment no later
16 than December 10, 2018. If there are no objection(s) then
17 Premier shall complete the agreement no later than
18 December 14, 2018. Upon completion of the agreement, and
19 no later than December 28, 2018, Premier shall resign as
20 Trustee and US Bank shall assume role as Trustee.

21 See October 16, 2018 Minutes attached as **Exhibit 11**.

22 17. Consistent with the Court's Minute Order following the October 2018 Hearing,
23 Mrs. Frasier has attached Dr. Klein's capacity assessment hereto as **Exhibit 12**.

24 18. Dr. Klein opines Mrs. Frasier "continues to have testamentary capacity..." See
25 **Exhibit 12**.

26 19. Dr. Klein further opines Mrs. Frasier "would need trusted advisors to help her
27 understand information sufficient to ensure contractual capacity." See **Exhibit 12**.

20. In light of Dr. Klein's finding that Mrs. Frasier retains testamentary capacity, and contractual capacity with the appropriate assistance, Mrs. Frasier has promulgated a Third Restatement of the Survivor's Trust created under the Trust and Fourth Amendment to the Survivor's Trust to effectuate the equalization payments required by the terms of the Settlement Agreement. The Third Restatement of the Survivor's Trust and Fourth Amendment thereto executed by Mrs. Frasier are attached as **Exhibit 13**.

21. Mrs. Frasier hereby Petitions this Court for an order confirming the Third and Fourth Amendments to the Survivor's Trust by November 19, 2018 as the Court ordered in its October 16, 2018 Minutes, thereby enabling Mrs. Frasier to complete the Settlement Agreement and allowing PT to resign as Corporate Trustee by December 28, 2018 in favor of U.S. Bank as contemplated during the October 11-12, 2018 Hearing.

Affirmation

The undersigned affirms this document does not contain the social security number or legally private information of any person.

Dated this 19th day of November, 2018.

By: /s/ *Barnet Resnick*.
 Barnet Resnick, Esq. [admitted pro hac vice]
 VOGT/RESNICK/SHERAK, LLP
 Counsel for Mrs. Dinny Frasier

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify I am an employee of Wallace & Millsap LLC,
3 510 W. Plumb Lane, Suite A, Reno, NV 89509, and that on the 19th day of November,
4 2018, I served the foregoing document via the Second Judicial District Court's
5 electronic filing system upon Premier Trust through its Counsel of Record – G. David
6 Robertson, Esq. I further certify I deposited a true and correct copy of the foregoing
7 document with the U.S Postal Service in Reno, Nevada, postage prepaid, addressed
8 to:

9
10 Nori Frasier
11 4372 Pacifica Way, Unit 3
Oceanside, California 92056

12 Amy Frasier Wilson
13 10 Via Sonrisa
Mission Viejo, California 92692

14 Bradley L. Frasier, MD
15 3609 Vista Way
16 Oceanside, CA 92056

17
18 **DATED** this 19th day of November, 2018

19 By: /s/ Chris Miller.
20 An employee of Wallace & Millsap LLC
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS

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Electronically Filed
Feb 25 2019 08:33 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Attorneys for Appellant

IN THE SUPREME COURT FOR THE STATE OF NEVADA

IN THE MATTER OF THE JORDAN
DANA FRASIER FAMILY TRUST

AMY FRASIER WILSON,

Appellant,

v.

DINNY FRASIER; PREMIER TRUST,
INC.; JANIE L. MULRAIN; NORI
FRASIER; and BRADLEY L. FRASIER,
M.D.;

Respondents.

Case No. 77981

DOCKETING STATEMENT

- Judicial District:** Second Judicial District
Department: 15
County: Washoe
Judge(s): Lidia Stiglich, David Hardy, and Probate Commissioner Robin Wright
District Court Case Number: PR16-00128

2. **Attorney filing this docketing statement:**

Kerry S. Doyle
(775) 525-0889
Doyle Law Office, PLLC
4600 Kietzke Lane, Ste. I-207, Reno, NV 89502
on behalf of Amy Frasier Wilson

3. **Attorneys representing respondents:**

Listed below are the respondents and their final counsel in the trial court proceedings:

Dinny Frasier, represented by
F. McClure Wallace
Patrick Millsap
Wallace & Millsap LLC
510 W. Plumb Lane, Ste. A
Reno, NV 89509
(local counsel)

and

Barnet Resnick
4400 MacArthur Blvd., Suite 900
PO Box 7849
Newport Beach CA 92658-7849
(lead counsel)

Premier Trust, Inc. represented by
G. David Robertson, Esq.
Robertson, Johnson, Miller, & Williamson
50 West Liberty Street, Suite 600
Reno, NV 89501

Janie L. Mulrain, represented by
Michael A. Rosenauer
Michael A. Rosenauer, Ltd.
510 West Plumb Lane, Suite A
Reno NV 89509

Nori Frasier, self-represented
4372 Pacifica Way, Unit 3
Oceanside, CA 92056

Bradley L. Frasier, M.D., self-represented
3609 Vista Way
Oceanside, CA 92056

4. **Nature of Disposition below:** Order confirming trust amendment.
5. **Does this Appeal raise issues concerning child custody, venue, or termination of parental rights?** No.
6. **Pending and prior proceedings in the appellate courts.** There are no prior appeals from this action.
7. **Pending and prior proceedings in other courts.** There are no pending or prior proceedings in other courts.
8. **Nature of the action.**

Dinny Frasier and her husband, Jordan (“Joe”) Dana Frasier, established a trust in 1980. They amended it five times before Joe’s death in 2014. When Joe passed away, the Trust’s terms split it into two Trusts: Trust A – the survivor’s trust, and Trust B – the tax exempt trust. The co-trustees of Trust A were Premier Trust, Inc.¹ and Dinny. As the settlor, Dinny also retained the ability to amend Trust A.

For years, this litigation proceeded with disputes over the nature of money contributed to purchase a medical building with one of Dinny and Joe’s children, Dr. Bradley Frasier, i.e. whether it was a loan or an investment by which and ownership interest had been obtained. This issue was ultimately resolved by settlement, by which Dinny was to amend the survivor’s trust to distribute properties

¹ Premier Trust was actually made a co-trustee by Dinny Frasier’s appointment after having Merrill Lynch serve as the trustee, as anticipated by the Trust documents, proved impractical. Based upon her apparent lack of capacity and other factors, the district court removed Dinny as Trust co-trustee in December 2017.

to each of her three children and allow for equalization payments at the time of her death, to create equal distribution in light of the differences in property value. However, during the litigation and the settlement process several questions arose regarding Dinny's capacity and the undue and improper influence of some of the professionals that had been hired to ensure her welfare.

After recognizing concerns regarding Dinny's capacity, the district court entered an order in October 2018 in which it distributed property to each of the children to effectuate a part of the settlement agreement. Because it could not rule that Dinny had capacity to amend the Trust, it modified the Trust pursuant to NRS 153.031(1)(n). The Court did not, however, modify the Trust to allow for the equalization payments.

After an evidentiary hearing in which the Court "invited the parties to comment upon the propriety of an independent investigator to confirm Dinny's capacity, removing Ms. Mulrain as Dinny's attorney-in-fact, and appointing a guardian ad litem," the district court determined that all of those issues were beyond its jurisdiction. (Order After Hearing, Dec. 21, 2018 at 12.) Therefore, without hearing from the independent investigator or making a factual finding regarding Dinny's capacity or the effect of undue influence on her capacity, the district court confirmed the Third, Fourth, and Fifth amendments to the Trust. This appeal therefore presents the legal question of whether the district court had jurisdiction to determine Dinny's

capacity to make the amendments and whether it erred as a matter of law by refusing to make those determinations before confirming the amendments.

9. **Issues on appeal.**

1. Did the district court err as a matter of law when it declined to consider Dinny Frasier's capacity and the role of undue influence on her capacity to make the Third, Fourth, and Fifth amendments to the Trust by finding that those questions were beyond its jurisdiction?
2. Did the district court err as a matter of law by confirming the Third, Fourth, and Fifth amendments to the Trust without making a legal determination of the proper standard under which capacity should be considered?
3. Did the district court err as a matter of law by confirming the Third, Fourth, and Fifth amendments to the Trust without making a factual finding regarding Dinny Frasier's capacity or the effect of undue influence on her capacity despite recognizing serious questions regarding her capacity?
4. Did the district court err as a matter of law by awarding Janie Mulrain fees without making a determination that Dinny Frasier had capacity to execute the powers of attorney or contract engaging Janie Mulrain?

10. **Pending appellate proceedings raising the same or similar issues.**

Appellant is not aware of any such cases.

11. **Constitutional issues.** This appeal does not challenge the constitutionality of a statute.

12. **Other issues.**

This appeal does not appear to present any of the listed issues.

13. **Assignment to the Court of Appeals or retention in the Supreme Court.**

As a case involving trust and estate matters in which the corpus of the estate exceeds \$5,430,000, this case would not be presumptively assigned to the Court of Appeals. However, as the appeal presents primarily an error correction type of issue, the appellants do not object to assignment to the Court of Appeals.

14. **Trial.** This action did not proceed to trial.

15. **Judicial Disqualification.** Appellant suggests that if this case is assigned to the Nevada Supreme Court, Justice Lidia Stiglich would be required to recuse herself as she participated in this case before her appointment and re-election to the Court.

16. **Date of entry of written order appealed from:** December 21, 2018 and January 15, 2019.

17. **Date written notice of entry of order served:** December 24, 2018, and January 16, 2019.

18. **Post-judgment motions.** No tolling motions were filed.

19. **Date notice of appeal filed:** January 22, 2019.

20. **Statute or rule governing the time limit for filing the notice of appeal:** NRS 155.190(1), which provides that an appeal must be taken “within 30 days after the notice of entry of an order”

21. Statute granting jurisdiction over the substance of the appeal:

Several subsections of NRS 155.190(1) provide for the appealability of the Order After Hearing (Dec. 21, 2018) and the Order Confirming the Fifth Amendment (Jan. 15, 2019). Specifically subsection (f) allows an appeal from an order conveying property, (g) allows an appeal from an order settling an account of a personal representative or trustee, (h) allows an appeal from an order instructing a trustee, (j) allows an appeal from an order directing the payment of a debt or a devise, (l) allows an appeal from an order distributing property, & (n) allows an appeal from any order in which the decision involves an amount in controversy in excess of \$10,000.

22. Parties involved in the district court action.

Dinny Frasier, Co-Trustee and Income Beneficiary

Amy Frasier Wilson, Contingent Beneficiary

Nori Frasier, Contingent Beneficiary

Bradley Frasier, M.D., Contingent Beneficiary

Premier Trust, Co-Trustee

Janie Mulrain, Professional Fiduciary

Parties to the appeal:

Amy Frasier Wilson expects that each of the parties in the district court action will be involved going forward with the potential exception of Premier Trust, which was replaced as the trustee by US Bank, and whose role and award of payment are not being challenged in this appeal.

23. Parties' claims and the date of formal disposition.

On September 21, 2017, Dr. Bradley Frasier, through his then counsel, filed a motion to enforce the order enforcing the settlement agreement and for an additional award of fees for non-payment of the previous award. He additionally filed a request for sanctions against Premier Trust on October 5, 2018. These requests were finally resolved in the district court's December 21, 2018 Order After Hearing.

On August 3, 2018, Premier Trust filed three separate petitions: (1) for settlement of its account, (2) to ratify and confirm its actions, and (3) for permission to resign as trustee. These requests were resolved in the district court's December 21, 2018 Order After Hearing.

On September 17, 2018, Janie Mulrain filed a petition for payment of professional fees. Fees were awarded in the district court's December 21, 2018 Order After Hearing.

On November 19, 2018, Dinny Frasier filed a Petition to Confirm the Third and Fourth Amendments to the Survivor's Trust. Amy Frasier Wilson filed an objection to the petition on December 10, 2018, challenging Dinny Frasier's capacity and the effect of undue influence on her capacity, including the undue and improper influence of some of the professionals that had been hired to ensure her welfare, including Janie Mulrain. The petition to confirm was granted in the district court's December 21, 2018 Order After Hearing; however, after Amy Frasier Wilson raised

issues regarding the calculations, the Court ordered a further amendment and petition, which was granted in the January 15, 2019 Order Confirming the Fifth Amendment.

24. **Adjudication of all claims between parties.** The orders resolved all the currently filed claims alleged below.

25. **Claims remaining below.** No claims remain below.

26. **Exhibits.**

Exhibit No.	Document Title	Document Date
1	Petition to Confirm the Third and Fourth Amendments to the Survivor's Trust	Nov. 19, 2018
2	Amy Frasier Wilson's Objection to Petition	Dec. 10, 2018
3	Order After Hearing	Dec. 21, 2018
4	Notice of Entry of Order After Hearing	Dec. 24, 2018
5	Order Confirming Fifth Amendment	Jan. 15, 2019
6	Notice of Entry of Order Confirming Fifth Amendment	Jan. 16, 2019

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

DATED this 24th day of February, 2019.

DOYLE LAW OFFICE, PLLC

By: /s/ Kerry S. Doyle
KERRY S. DOYLE, ESQ.
NEVADA BAR NO. 10866
4600 KIETZKE LANE, SUITE I-207
RENO, NEVADA 89502
(775) 525-0889
ATTORNEYS FOR APPELLANT

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Doyle Law Office, PLLC and that on the 25th day of January, 2019, a true and correct copy of the above **APPELLANT'S DOCKETING STATEMENT** was e-filed and e-served on all registered parties to the Nevada Supreme Court's electronic filing system as listed below:

Patrick Millsap
Wallace & Millsap LLC
510 W. Plumb Lane, Ste. A
Reno, NV 89509

G. David Robertson, Esq.
Robertson, Johnson, Miller, & Williamson
50 West Liberty Street, Suite 600
Reno, NV 89501

Michael A. Rosenauer
Michael A. Rosenauer, Ltd.
510 West Plumb Lane, Suite A
Reno NV 89509

And by depositing for mailing in the U.S. mail, with sufficient postage affixed thereto; to all participants not registered for electronic filing:

Nori Frasier
4372 Pacifica Way, Unit 3
Oceanside, CA 92056

Bradley L. Frasier, M.D.
3609 Vista Way
Oceanside, CA 92056

DATED this 25th day of February, 2019.

/s Kerry S. Doyle
Kerry S. Doyle