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PR16-00128
2018-12-21 01:27:56 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7036709 : yviloria

EXHIBIT 1

EXHIBIT 1

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the matter of

CASE NO. PR16-00128

JORDAN DANA FRASIER FAMILY
TRUST

DEPT. NO. 15

AFFIDAVIT OF BARNET RESNICK

I, BARNET RESNICK, declare as follows:

1. I am an attorney duly licensed to practice law before all courts in the State of California.
2. I am the attorney of record for Dinny Frasier, individually, who is a party in the above-captioned matter.
3. I have personal knowledge of the matters set forth herein and if called and sworn to testify, I could and would competently do so.
4. On November 13, 2018, Dinny Frasier ("Mrs. Frasier") executed the Fourth Amendment to the Survivor's Trust created under the Jordan Dana Frasier Family Trust ("Fourth Amendment") at my office. The Fourth Amendment was executed, in part, to comply with the terms of the Settlement Agreement entered into on or about January 27, 2017 by providing for equalizing gifts to her three children based on the values of three real properties, and to provide for Mrs. Frasier's testamentary wishes regarding disposition of Trust A upon her death.
5. After the execution of the Fourth Amendment, it came to my attention that I had used the wrong value as the partition value of Bradley Frasier's medical building which was used to calculate the equalizing gifts. I had erroneously used the value of a draft report prepared by the mutually agreed valuation firm of Stout Risius Ross, LLC during the negotiation stage for the building.
6. After realizing my mistake, I informed Mrs. Frasier of the error and she agreed to sign a Fifth Amendment to correct it. I prepared the Fifth Amendment to correct my scrivener's

error, and Mrs. Frasier came into my office on December 4, 2018 to execute the Fifth Amendment.

7. Since the error was mine and mine alone, Mrs. Frasier will not be charged for any fees incurred in connection with this mistake, including the preparation of the Fifth Amendment, meetings, phone calls, correspondence, and preparation and filing of any pleadings to correct the error.

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

Executed this 13th day of December, 2018, at Newport Beach, California.


BARNET RESNICK

FILED
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2018-12-21 01:27:56 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7036709 : yvilorla

EXHIBIT 2

EXHIBIT 2

ORIGINAL

**FIFTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER
THE JORDAN DANA FRASIER FAMILY TRUST**

1.1 Preamble

Dinny G. Frasier is the surviving settlor of the Jordan Dana Frasier Family Trust dated December 29, 1980, as amended and restated on September 21, 1999, as amended on March 15, 2000, and as amended on June 7, 2000, by Jordan Dana Frasier and Dinny G. Frasier as settlors and as trustees. Jordan Dana Frasier died on October 22, 2014, and pursuant to the terms of the trust agreement, the trust was thereupon divided into the Tax Exemption Trust and the Survivor's Trust.

On May 29, 2015, Dinny G. Frasier exercised her power to amend and restate the Survivor's Trust created under the Jordan Dana Frasier Family Trust and executed the First Amendment and Restatement of the Survivor's Trust created under the Jordan Dana Frasier Family Trust dated December 29, 1980, as the surviving settlor and co-trustee. On June 24, 2016, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Second Amendment to the Jordan Dana Frasier Family Trust, as the surviving settlor and co-trustee.

On or about January 27, 2017, a mediation ordered by the Second Judicial District Court of the State of Nevada, In and For the County of Washoe, Department 15[PR] ("Nevada Court"), Case No. PR16-00128 by Justice Jeffrey King (Ret.) as mediator, resulted in a settlement agreement by Barnet Resnick, attorney for Dinny G. Frasier; G. David Robertson, attorney for Premier Trust; Nicole Shrive, trust officer on behalf of Premier Trust; Kristen Caverly, attorney for Bradley Frasier, adult son of Dinny G. Frasier; Nori Frasier Cady, adult daughter of Dinny G. Frasier; and Amy Frasier Wilson, adult daughter of Dinny G. Frasier, as parties to the Settlement

**FIFTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER
THE JORDAN DANA FRASIER FAMILY TRUST**

Agreement. In Paragraph 8 of the Settlement Agreement, Dinny G. Frasier agreed to amend Trust A to equalize distributions to each of her children, Bradley Frasier, Nori Frasier Cady, and Amy Frasier Wilson, based on the appraised values of the three real properties located at 4372 Pacifica Way, Unit 3, Oceanside, California ("Pacifica Way Property") 10 Via Sonrisa, Mission Viejo, California ("Via Sonrisa Property"), and 3609 Vista Way, Oceanside, California ("Vista Way Property"), and bequeath an additional ten thousand dollars (\$10,000) to Nori Frasier Cady and Amy Frasier Wilson to be divided equally. An appraisal of the fair market value of the Pacifica Way Property provided that as of June 28, 2017 is four hundred ten thousand dollars (\$410,000). An appraisal of the fair market value of the Via Sonrisa Property as of July 31, 2017 is five hundred seventy six thousand dollars (\$576,000). An appraisal of the discounted value (taken as the average of the partition value and the discounted value for lack of control and marketability) of the trust's interest in the Vista Way Property as of January 27, 2017 is three hundred and eighty four thousand dollars (\$384,000). Pursuant to the terms of Paragraph 8 of the Settlement Agreement and the foregoing values of the real properties, the settlor intends to provide for equalizing gifts to each of her children as set forth hereunder.

On April 27, 2017, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Third Amendment and Restatement of the Survivor's Trust Created Under the Jordan Dana Frasier Family Trust Dated December 29, 1980. In Section 3.1 of that trust agreement, the settlor reserved the right to amend the trust, in the following language:

"3.1. Power of Revocation and Amendment. This trust may be amended, revoked, or terminated by the settlor, in whole or in part, at any time during her lifetime.

**FIFTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER
THE JORDAN DANA FRASIER FAMILY TRUST**

After the settlor's death, this trust shall become irrevocable and shall not be subject to amendment after the death of the settlor."

On November 13, 2018, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Fourth Amendment to the Survivor's Trust Created Under the Jordan Dana Frasier Family Trust Dated December 29, 1980.

The settlor now wishes to exercise her right of amendment and, to that end, does hereby amend that agreement in the terms stated below. The trustee hereby consents to the terms of this amendment.

1.2 Amendment of Section 5.3

Section 5.3 of that agreement is amended in its entirety to read as follows:

"5.3 Equalizing Gifts Pursuant to Settlement Agreement On the death of the settlor, the trustee shall make the following pecuniary gifts to equalize the distributions to her children pursuant to the terms of the Settlement Agreement, as follows: (a) One hundred ninety two thousand dollars (\$192,000) to Bradley Frasier, outright, if he survives the settlor; (b) One hundred seventy one thousand dollars (\$171,000) to Nori Frasier Cady, outright, if she survives the settlor, and (c) Five thousand dollars (\$5,000) to Amy Frasier Wilson, outright, if she survives the settlor. If any of the foregoing beneficiaries predeceases the settlor, the gift as to that predeceased beneficiary shall lapse."

1.3 No-Contest Clause

If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or

**FIFTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER
THE JORDAN DANA FRASIER FAMILY TRUST**

other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlor without issue.

(a) Without probable cause challenges the validity of this instrument on any of the following grounds:

- (i) Forgery;
- (ii) Lack of due execution;
- (iii) Lack of capacity;
- (iv) Menace, duress, fraud, or undue influence;
- (v) Revocation pursuant to the terms of this instrument or applicable law;
- (vi) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code section 21350 or applicable successor statute.

(b) Without probable cause files a pleading to challenge the transfer of property on the grounds that it was not the transferor's property at the time of the transfer;

(c) Without probable cause files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed to the beneficiary-claimant.

1.4 Ratification of Other Terms of Trust

In every other respect, the settlor incorporates by reference, confirms, and ratifies the terms of the trust as stated in that certain agreement dated December 29, 1980.

Executed on December 4, 2018, at Newport Beach, California.

SETTLOR



Denny G. Frasier

**FIFTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER
THE JORDAN DANA FRASIER FAMILY TRUST**

TRUSTEE

PREMIER TRUST, INC.

By: Authorized Trust Officer for Premier
Trust, Inc.

READ & APPROVED BY:
VOGT, RESNICK & SHERAK, LLP
Attorneys at Law



Gina H. Kim
Attorneys for Settlor

ACKNOWLEDGMENT

10 AA 2225

1 CODE: 2540
2 MICHAEL A. ROSENAUER, ESQ.
3 Nevada Bar #2782
4 MICHAEL A. ROSENAUER, LTD.
5 510 West Plumb Lane, Suite A
6 Reno, NV 89509
7 (775) 324-3303
8 Attorney for Janie L. Mulrain Attorney-in-Fact
9 for Mrs. Dinny Frasier

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

12 ***

13 In the Matter of the
14 JORDAN DANA FRASIER
15 FAMILY TRUST

Case No. PR16-00128

Dept. No. 15

16 **NOTICE OF ENTRY OF ORDER AFTER HEARING**

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

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

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

23 DATED this 24th day of December, 2018.

24 MICHAEL A. ROSENAUER, LTD.

25 /s/ Michael A. Rosenauer, Esq.
26 MICHAEL A. ROSENAUER, ESQ.
27 Attorney for Janie L. Mulrain
28

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:

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

Amy Frasier Wilson
10 Via Sonrisa
Mission Viejo, CA 92692

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

G. David Robertson, Esq.
ROBERTSON, JOHNSON, MILLER &
WILLIAMSON
50 West Liberty Street, Suite 600
Reno, NV 89501

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

DATED this 24th day of December, 2018.

/s/ Rebecca Squire
REBECCA SQUIRE

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10 AA 2229

3795
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

JORDAN DANA FRASIER FAMILY TRUST

Case No: PR16-00128

Dept. No.: 15 [PR]

COURT-ORDERED REPLY TO ALLEGED ARITHMETIC ERROR IN THE
FOURTH 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 as described more fully in the Petition. The Third and Fourth Trust Amendments were attached to the Petition as Exhibit 13.

Specifically, the Fourth Amendment to the Trust effectuates certain equalization payments required by the Settlement Agreement sanctioned by this Court and referenced in the Petition. Mr. Barnet Resnick of Vogt Resnick Sherak LLP was the scrivener of the Fourth Amendment to the Trust. *See* Affidavit of Barnet Resnick attached as **Exhibit 1**.

Mrs. Amy Frasier Wilson opposed the Petition to confirm the Third and Fourth Amendments to the Trust on various grounds, but primarily on the ground that Mrs. Frasier lacked the requisite testamentary capacity to effectuate the Third and Fourth

Amendments to the Trust. An alternative opposing argument advanced by Mrs. Frasier Wilson was an alleged arithmetic error in calculating the children's offset distributive balances in the Fourth Amendment to the Survivor's Trust. *See* December 21, 2018 Court Order (the "Order") p. 13, lns. 17-19. In response to these arguments, the Court granted the Petition to approve the Third and Fourth Amendments to the Trust (*See* Order p. 13, lns. 16-17) and ordered Mr. Barnet Resnick to file a reply to the alleged arithmetic error in the Fourth Amendment to the Trust. *See* Order p. 13, lns. 19-25.¹

Regarding the arithmetic error in the Fourth Amendment to the Trust, Mr. Resnick filed a "Supplement" to the Petition confirming the Fourth Amendment contained an arithmetic error regarding property valuation figures used to calculate the equalization payments required by the Settlement Agreement. *See generally* Supplement to Petition filed on December 21, 2018; *see also* Affidavit of Barnet Resnick attached hereto as **Exhibit 1**. The Supplement acknowledges the Fourth Amendment contained a scrivener's error in the calculation of the equalization payments based on the use of incorrect property valuation figures. *See generally* December 21, 2018 Supplement to Petition, *see also* **Exhibit 1**. After recognizing his scrivener's error, Mr. Resnick requested Mrs. Frasier execute a Fifth Amendment to the Trust to correct said scrivener's error. *See* **Exhibit 1**. Mrs. Frasier in turn executed the Fifth Amendment to the Trust, which is alike in form and content to the Fourth Amendment to the Trust, with the exception of correcting the erroneous property valuation figures and equalization payments identified in the Fourth Amendment to the Trust. Thus, Mrs. Frasier supplemented the Petition with the Fifth Amendment to the Trust, attached hereto as **Exhibit 2**, to correct the

¹ The Order also indicates Premier Trust should file a Reply regarding the alleged arithmetic error in the Fourth Amendment to the Trust. *See* Order p. 13, lns. 22-24. Mr. Resnick contacted Counsel for Premier Trust in this respect, however, Premier Trust indicated it would not be filing a Reply to the alleged arithmetic error because it was in the process of removing itself as Trustee in favor of U.S. Bank. Thus, Mr. Resnick proceeded individually in filing a Reply to the alleged arithmetic error as ordered by the Court.

scrivener's error in the Fourth Amendment to the Trust. *See generally* December 21, 2018 Supplement to Petition, *see also* **Exhibit 2** to the December 21, 2018 Supplement to Petition. Mrs. Frasier respectfully requests the Court confirm the Fifth Amendment to the Trust that contains the accurate property valuation figures and equalization payments required by the Settlement Agreement in lieu of the Fourth Amendment to the Trust, which uses erroneous figures in that respect as stated in the December 21, 2018 Supplement to the Petition.

Affirmation

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

Dated this 8th day of January, 2019.

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify I am an employee of Wallace & Millsap LLC, 510 W. Plumb Lane, Suite A, Reno, NV 89509, and that on the 8th day of January, 2019, I served the foregoing document via the Second Judicial District Court's electronic filing system upon Premier Trust through its Counsel of Record – G. David Robertson, Esq. I further certify I deposited a true and correct copy of the foregoing document with the U.S Postal Service in Reno, Nevada, postage prepaid, addressed to:

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

Amy Frasier Wilson
10 Via Sonrisa
Mission Viejo, California 92692

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

DATED this 8th day of January, 2019

By: /s/ Megan Wallace.
An employee of Wallace & Millsap LLC

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2019-01-08 04:36:59 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7057706 : yvilorla

EXHIBIT 1

EXHIBIT 1

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the matter of

JORDAN DANA FRASIER FAMILY
TRUST

CASE NO. PR16-00128

DEPT. NO. 15

AFFIDAVIT OF BARNET RESNICK

I, BARNET RESNICK, declare as follows:

1. I am an attorney duly licensed to practice law before all courts in the State of California.
2. I am the attorney of record for Dinny Frasier, individually, who is a party in the above-captioned matter.
3. I have personal knowledge of the matters set forth herein and if called and sworn to testify, I could and would competently do so.
4. On November 13, 2018, Dinny Frasier ("Mrs. Frasier") executed the Fourth Amendment to the Survivor's Trust created under the Jordan Dana Frasier Family Trust ("Fourth Amendment") at my office. The Fourth Amendment was executed, in part, to comply with the terms of the Settlement Agreement entered into on or about January 27, 2017 by providing for equalizing gifts to her three children based on the values of three real properties, and to provide for Mrs. Frasier's testamentary wishes regarding disposition of Trust A upon her death.
5. After the execution of the Fourth Amendment, it came to my attention that I had used the wrong value as the partition value of Bradley Frasier's medical building which was used to calculate the equalizing gifts. I had erroneously used the value of a draft report prepared by the mutually agreed valuation firm of Stout Risius Ross, LLC during the negotiation stage for the building.
6. After realizing my mistake, I informed Mrs. Frasier of the error and she agreed to sign a Fifth Amendment to correct it. I prepared the Fifth Amendment to correct my scrivener's

error, and Mrs. Frasier came into my office on December 4, 2018 to execute the Fifth Amendment.

7. Since the error was mine and mine alone, Mrs. Frasier will not be charged for any fees incurred in connection with this mistake, including the preparation of the Fifth Amendment, meetings, phone calls, correspondence, and preparation and filing of any pleadings to correct the error.

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

Executed this 13th day of December, 2018, at Newport Beach, California.


BARNET RESNICK

FILED
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2019-01-08 04:36:59 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7057706 : yvilorla

EXHIBIT 2

EXHIBIT 2

ORIGINAL

FIFTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER

THE JORDAN DANA FRASIER FAMILY TRUST

1.1 Preamble

Dinny G. Frasier is the surviving settlor of the Jordan Dana Frasier Family Trust dated December 29, 1980, as amended and restated on September 21, 1999, as amended on March 15, 2000, and as amended on June 7, 2000, by Jordan Dana Frasier and Dinny G. Frasier as settlors and as trustees. Jordan Dana Frasier died on October 22, 2014, and pursuant to the terms of the trust agreement, the trust was thereupon divided into the Tax Exemption Trust and the Survivor's Trust.

On May 29, 2015, Dinny G. Frasier exercised her power to amend and restate the Survivor's Trust created under the Jordan Dana Frasier Family Trust and executed the First Amendment and Restatement of the Survivor's Trust created under the Jordan Dana Frasier Family Trust dated December 29, 1980, as the surviving settlor and co-trustee. On June 24, 2016, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Second Amendment to the Jordan Dana Frasier Family Trust, as the surviving settlor and co-trustee.

On or about January 27, 2017, a mediation ordered by the Second Judicial District Court of the State of Nevada, In and For the County of Washoe, Department 15[PR] ("Nevada Court"), Case No. PR16-00128 by Justice Jeffrey King (Ret.) as mediator, resulted in a settlement agreement by Barnet Resnick, attorney for Dinny G. Frasier; G. David Robertson, attorney for Premier Trust; Nicole Shrive, trust officer on behalf of Premier Trust; Kristen Caverly, attorney for Bradley Frasier, adult son of Dinny G. Frasier; Nori Frasier Cady, adult daughter of Dinny G. Frasier; and Amy Frasier Wilson, adult daughter of Dinny G. Frasier, as parties to the Settlement

**FIFTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER
THE JORDAN DANA FRASIER FAMILY TRUST**

Agreement. In Paragraph 8 of the Settlement Agreement, Dinny G. Frasier agreed to amend Trust A to equalize distributions to each of her children, Bradley Frasier, Nori Frasier Cady, and Amy Frasier Wilson, based on the appraised values of the three real properties located at 4372 Pacifica Way, Unit 3, Oceanside, California ("Pacifica Way Property") 10 Via Sonrisa, Mission Viejo, California ("Via Sonrisa Property"), and 3609 Vista Way, Oceanside, California ("Vista Way Property"), and bequeath an additional ten thousand dollars (\$10,000) to Nori Frasier Cady and Amy Frasier Wilson to be divided equally. An appraisal of the fair market value of the Pacifica Way Property provided that as of June 28, 2017 is four hundred ten thousand dollars (\$410,000). An appraisal of the fair market value of the Via Sonrisa Property as of July 31, 2017 is five hundred seventy six thousand dollars (\$576,000). An appraisal of the discounted value (taken as the average of the partition value and the discounted value for lack of control and marketability) of the trust's interest in the Vista Way Property as of January 27, 2017 is three hundred and eighty four thousand dollars (\$384,000). Pursuant to the terms of Paragraph 8 of the Settlement Agreement and the foregoing values of the real properties, the settlor intends to provide for equalizing gifts to each of her children as set forth hereunder.

On April 27, 2017, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Third Amendment and Restatement of the Survivor's Trust Created Under the Jordan Dana Frasier Family Trust Dated December 29, 1980. In Section 3.1 of that trust agreement, the settlor reserved the right to amend the trust, in the following language:

"3.1. Power of Revocation and Amendment. This trust may be amended, revoked, or terminated by the settlor, in whole or in part, at any time during her lifetime.

**FIFTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER
THE JORDAN DANA FRASIER FAMILY TRUST**

After the settlor's death, this trust shall become irrevocable and shall not be subject to amendment after the death of the settlor."

On November 13, 2018, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Fourth Amendment to the Survivor's Trust Created Under the Jordan Dana Frasier Family Trust Dated December 29, 1980.

The settlor now wishes to exercise her right of amendment and, to that end, does hereby amend that agreement in the terms stated below. The trustee hereby consents to the terms of this amendment.

1.2 Amendment of Section 5.3

Section 5.3 of that agreement is amended in its entirety to read as follows:

"5.3 Equalizing Gifts Pursuant to Settlement Agreement On the death of the settlor, the trustee shall make the following pecuniary gifts to equalize the distributions to her children pursuant to the terms of the Settlement Agreement, as follows: (a) One hundred ninety two thousand dollars (\$192,000) to Bradley Frasier, outright, if he survives the settlor; (b) One hundred seventy one thousand dollars (\$171,000) to Nori Frasier Cady, outright, if she survives the settlor, and (c) Five thousand dollars (\$5,000) to Amy Frasier Wilson, outright, if she survives the settlor. If any of the foregoing beneficiaries predeceases the settlor, the gift as to that predeceased beneficiary shall lapse."

1.3 No-Contest Clause

If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or

**FIFTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER
THE JORDAN DANA FRASIER FAMILY TRUST**

other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlor without issue.

(a) Without probable cause challenges the validity of this instrument on any of the following grounds:

- (i) Forgery;
- (ii) Lack of due execution;
- (iii) Lack of capacity;
- (iv) Menace, duress, fraud, or undue influence;
- (v) Revocation pursuant to the terms of this instrument or applicable law;
- (vi) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code section 21350 or applicable successor statute.

(b) Without probable cause files a pleading to challenge the transfer of property on the grounds that it was not the transferor's property at the time of the transfer;

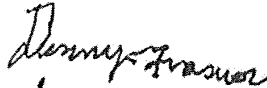
(c) Without probable cause files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed to the beneficiary-claimant.

1.4 Ratification of Other Terms of Trust

In every other respect, the settlor incorporates by reference, confirms, and ratifies the terms of the trust as stated in that certain agreement dated December 29, 1980.

Executed on December 4, 2018, at Newport Beach, California.

SETTLOR



Danny Frasier

**FIFTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER
THE JORDAN DANA FRASIER FAMILY TRUST**

TRUSTEE

PREMIER TRUST, INC.

By: Authorized Trust Officer for Premier
Trust, Inc.

READ & APPROVED BY:
VOGT, RESNICK & SHERAK, LLP
Attorneys at Law



Gina H. Kim
Attorneys for Settlor

ACKNOWLEDGMENT

10 AA 2244

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.

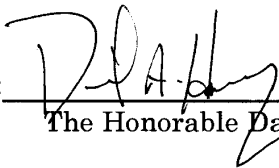
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5. All other provisions of the December 21, 2018 Court Order remain the same.

Dated this 14 day of January, 2019

By: 
The Honorable David Hardy

CODE: 2540

F. McClure Wallace, Esq.
State Bar No.: 10264
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Nevada Bar No.: 12043
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Fax: 949-833-3445
Lead Counsel for Mrs. Dinny Frasier

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

Nori Frasier
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Oceanside, California 92056

Amy Frasier Wilson
10 Via Sonrisa
Mission Viejo, California 92692

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

/s/ Christine L. Miller

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INDEX OF EXHIBITS

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

1 **\$2515**
Kerry S. Doyle, Esq.
2 Nevada Bar No, 10866
DOYLE LAW OFFICE, PLLC.
3 4600 Kietzke Lane, Suite I-207
Reno, Nevada 89502
4 (775) 525-0889
(775) 229-4443 (fax)
5 kerry@rdoylelaw.com

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

9 In the matter of the Case No: PR16-00128
10 JORDAN DANA FRASIER FAMILY TRUST Dept: 15
11 _____/

12 **NOTICE OF APPEAL**

13 Amy Frasier Wilson, by and through appellate counsel, DOYLE LAW OFFICE,
14 PLLC hereby files this appeal of the Order After Hearing entered December 21, 2018, and
15 the Supplemental Order Confirming Fifth Amendment to the Trust entered January 15,
16 2019.

17 The undersigned does hereby affirm that this Notice of Appeal filed herein does not
18 contain the social security number of any person.

19 **DATED** this 22nd day of January, 2019.

20 DOYLE LAW OFFICE, PLLC

21
22 By: /s/ Kerry S. Doyle
KERRY S. DOYLE, ESQ.
23 NEVADA BAR NO. 10866
4600 KIETZKE LANE, SUITE I-207
24 RENO, NEVADA 89502
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the DOYLE LAW
3 OFFICE, PLLC, and that on the date shown below, I caused service to be completed of a
4 true and correct copy of the foregoing NOTICE OF APPEAL by:

5 _____ personally delivering;
6 _____ delivery via Reno/Carson Messenger Service;
7 _____ sending via Federal Express (or other overnight delivery service);
8 _____ depositing for mailing in the U.S. mail, with sufficient postage affixed thereto;
9 or,
10 X delivery via electronic means (fax, eflex, NEF, etc.) to:

11 Patrick Millsap
12 Wallace & Millsap LLC
13 510 W. Plumb Lane, Ste. A
14 Reno, NV 89509

15 G. David Robertson, Esq.
16 Robertson, Johnson, Miller, & Williamson
17 50 West Liberty Street, Suite 600
18 Reno, NV 89501

19 Michael A. Rosenauer
20 Michael A. Rosenauer, Ltd.
21 510 West Plumb Lane, Suite A
22 Reno NV 89509

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

25 Nori Frasier
26 4372 Pacifica Way, Unit 3
27 Oceanside, CA 9521

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

DATED this 22nd day of January 2019.

By /s/ Gianni Giuliano.

Doyle Law Office

Kerry S. Doyle, Esq.
4600 Kietzke Lane
Suite I-207
Reno, Nevada 89502
(775) 525-0889

kerry@rdoylelaw.com



Second Judicial District Court
State of Nevada
Washoe County

Electronic Filing

Case Summary for Case: PR16-00128

TRUST: JORDAN DANA FRASIER FAMILY TRUST (PR/D15)

Case Number	PR16-00128	Plaintiff	JORDAN DANA FRASIER FAMILY TRUST et al
Case Type	TRUST/CONSERVATORSHIP	Defendant	JANIE MULRAIN et al
Opened	03-02-2016	Judge	HONORABLE DAVID A. HARDY - Division D15
Status	PENDINACTI		

[Show/Hide Participants](#)

File Date	Case History
06-03-2019	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 7300650 - Approved By: NOREVIEW : 06-03-2019:14:24:33
06-03-2019	Supreme Ct Order Granting ... Filed Supreme Ct Order Granting ... SUPREME COURT NO. 77981 / ORDER GRANTING TELEPHONIC EXTENSION - Transaction 7300640 - Approved By: NOREVIEW : 06-03-2019:14:22:50
05-10-2019	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 7263638 - Approved By: NOREVIEW : 05-10-2019:09:22:25
05-10-2019	Notice of Entry of Ord Filed Notice of Entry of Ord Transaction 7263634 - Approved By: NOREVIEW : 05-10-2019:09:21:12 - Continuation
05-03-2019	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 7252505 - Approved By: NOREVIEW : 05-03-2019:14:28:43
05-03-2019 Defendant	Suggestion of Death on Record Filed by: MICHAEL A. ROSENAUER, ESQ. Suggestion of Death on Record DINNY FRASIER, PETITIONER (DOCUMENT STATES INTERESTED PARTY) - Transaction 7252334 - Approved By: SACORDAG : 05-03-2019:14:27:34
05-01-2019	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 7248121 - Approved By: NOREVIEW : 05-01-2019:14:49:44
05-01-2019	Transcript Filed Transcript MAY 9, 2019 EVIDENTIARY HEARING - Transaction 7248115 - Approved By: NOREVIEW : 05-01-2019:14:48:30 : this document can only be accessed at the court
04-09-2019	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 7209733 - Approved By: NOREVIEW : 04-09-2019:15:26:35
04-09-2019	Ord Staying Case Filed Ord Staying Case ORDER GRANTING MOTION FOR STAY PENDING APPEAL - Transaction 7209726 - Approved By: NOREVIEW : 04-09-2019:15:25:03
04-09-2019	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 7207925 - Approved By: NOREVIEW : 04-09-2019:08:58:20
04-08-2019	Request for Submission Filed Request for Submission REQUEST FOR SUBMISSION OF MOTION FOR STAY PENDING APPEAL - Transaction 7207568 - Approved By: CSULEZIC : 04-09-2019:08:56:49 PARTY SUBMITTING: KERRY DOYLE ESQ DATE SUBMITTED: 4/10/19 SUBMITTED BY: CS DATE RECEIVED JUDGE OFFICE:
03-12-2019	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 7160785 - Approved By: NOREVIEW : 03-12-2019:09:37:30
03-11-2019	Notice of Electronic Filing Filed

6/5/2019

Case Summary

[Proof of Electronic Service Transaction 7160311 - Approved By: NOREVIEW : 03-11-2019:16:52:48](#)

Non-Opposition

03-11-2019
Defendant

Filed by: MICHAEL A. ROSENAUER, ESQ.

[Non-Opposition ... NON-OPPOSITION TO MOTION FOR STAY PENDING APPEAL - Transaction 7160127 - Approved By: YVILORIA : 03-12-2019:09:34:47](#)

Non-Opposition

03-11-2019
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

[Non-Opposition ... NOTICE OF NON-OPPOSITION TO MOTION FOR STAY PENDING APPEAL - Transaction 7159895 - Approved By: YVILORIA : 03-11-2019:16:50:35](#)

Notice of Electronic Filing

03-11-2019

Filed

[Proof of Electronic Service Transaction 7159818 - Approved By: NOREVIEW : 03-11-2019:15:37:17](#)

Non-Opposition

03-11-2019
Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

[Non-Opposition ... NOTICE OF CONDITIONAL NON-OPPOSITION TO MOTION - Transaction 7159581 - Approved By: YVILORIA : 03-11-2019:15:36:05](#)

Notice of Electronic Filing

02-25-2019

Filed

[Proof of Electronic Service Transaction 7132696 - Approved By: NOREVIEW : 02-25-2019:10:00:19](#)

Mtn for Stay

02-24-2019

Filed

[Mtn for Stay ... MOTION FOR STAY PENDING APPEAL - Transaction 7132094 - Approved By: SACORDAG : 02-25-2019:09:59:03](#)
- [Exhibit 1](#)
- [Exhibit 2](#)

Notice of Electronic Filing

02-12-2019

Filed

[Proof of Electronic Service Transaction 7115749 - Approved By: NOREVIEW : 02-12-2019:16:58:52](#)

Notice of Electronic Filing

02-12-2019

Filed

[Proof of Electronic Service Transaction 7115750 - Approved By: NOREVIEW : 02-12-2019:16:58:52](#)

Notice of Electronic Filing

02-12-2019

Filed

[Proof of Electronic Service Transaction 7115734 - Approved By: NOREVIEW : 02-12-2019:16:56:54](#)

Req to Crt Rptr - Rough Draft

02-12-2019

Filed

[Req to Crt Rptr - Rough Draft TRANSCRIPT REQUEST - Transaction 7115735 - Approved By: YVILORIA : 02-12-2019:16:57:56](#)

Notice of Electronic Filing

02-12-2019

Filed

[Proof of Electronic Service Transaction 7115732 - Approved By: NOREVIEW : 02-12-2019:16:56:27](#)

Req to Crt Rptr - Rough Draft

02-12-2019

Filed

[Req to Crt Rptr - Rough Draft TRANSCRIPT REQUEST - Transaction 7115730 - Approved By: YVILORIA : 02-12-2019:16:57:45](#)

Req to Crt Rptr - Rough Draft

02-12-2019

Filed

[Req to Crt Rptr - Rough Draft TRANSCRIPT REQUEST - Transaction 7115728 - Approved By: YVILORIA : 02-12-2019:16:55:52](#)

Req to Crt Rptr - Rough Draft

02-12-2019

Filed

[Req to Crt Rptr - Rough Draft TRANSCRIPT REQUEST - Transaction 7115723 - Approved By: YVILORIA : 02-12-2019:16:55:25](#)

Notice of Electronic Filing

01-29-2019

Filed

[Proof of Electronic Service Transaction 7090411 - Approved By: NOREVIEW : 01-29-2019:10:44:34](#)

Supreme Court Receipt for Doc

01-29-2019

Filed

[Supreme Court Receipt for Doc SUPREME COURT NO. 77981 / RECEIPT FOR DOCUMENTS - Transaction 7090404 - Approved By: NOREVIEW : 01-29-2019:10:43:23](#)

Notice of Electronic Filing

01-23-2019

Filed

[Proof of Electronic Service Transaction 7081255 - Approved By: NOREVIEW : 01-23-2019:14:02:50](#)

01-23-2019

Certificate of Clerk

Filed

6/5/2019

Case Summary

Certificate of Clerk CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 7081251 - Approved By: NOREVIEW : 01-23-2019:14:01:51

Notice of Electronic Filing

01-22-2019

Filed

Proof of Electronic Service Transaction 7077960 - Approved By: NOREVIEW : 01-22-2019:11:01:50

Notice of Electronic Filing

01-22-2019

Filed

Proof of Electronic Service Transaction 7077957 - Approved By: NOREVIEW : 01-22-2019:11:01:32

Notice of Electronic Filing

01-22-2019

Filed

Proof of Electronic Service Transaction 7077952 - Approved By: NOREVIEW : 01-22-2019:10:59:22

Case Appeal Statement

01-22-2019

Filed

Case Appeal Statement CASE APPEAL STATEMENT - Transaction 7077924 - Approved By: YVILORIA : 01-22-2019:11:00:27
- Exhibit 1

Notice/Appeal Supreme Court

01-22-2019

Filed

\$Notice/Appeal Supreme Court NOTICE OF APPEAL - Transaction 7077916 - Approved By: YVILORIA : 01-22-2019:10:58:08

Notice of Electronic Filing

01-16-2019

Filed

Proof of Electronic Service Transaction 7071584 - Approved By: NOREVIEW : 01-16-2019:15:33:57

Notice of Entry of Ord

01-16-2019
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

Notice of Entry of Ord Notice of Entry of Supplemental Order Confirming Fifth Amendment to the Trust - Transaction 7071574 - Approved By: NOREVIEW : 01-16-2019:15:32:41
- Continuation

Notice of Electronic Filing

01-15-2019

Filed

Proof of Electronic Service Transaction 7069683 - Approved By: NOREVIEW : 01-15-2019:16:58:14

Order...

01-15-2019

Filed

Order ... CONFIRMING FIFTH AMENDMENT TO TRUST WITH CALCULATION CORRECTION - Transaction 7069676 - Approved By: NOREVIEW : 01-15-2019:16:57:15

Notice of Electronic Filing

01-09-2019

Filed

Proof of Electronic Service Transaction 7057922 - Approved By: NOREVIEW : 01-09-2019:08:12:27

Reply

01-08-2019
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

Reply... COURT-ORDERED REPLY TO ALLEGED ARITHMETIC ERROR IN THE FOURTH AMENDMENT TO THE TRUST - Transaction 7057706 - Approved By: YVILORIA : 01-09-2019:08:10:12
- Exhibit 1
- Exhibit 2

Notice of Electronic Filing

12-24-2018

Filed

Proof of Electronic Service Transaction 7037994 - Approved By: NOREVIEW : 12-24-2018:10:32:29

Notice of Entry of Ord

12-24-2018
Defendant

Filed by: MICHAEL A. ROSENAUER, ESQ.

Notice of Entry of Ord Transaction 7037992 - Approved By: NOREVIEW : 12-24-2018:10:31:41
- Continuation

Notice of Electronic Filing

12-21-2018

Filed

Proof of Electronic Service Transaction 7037308 - Approved By: NOREVIEW : 12-21-2018:16:21:46

Ord After Hearing

12-21-2018

Filed

Ord After Hearing... ADDRESSING ALL OUTSTANDING ISSUES AND REQUIRING FULL BRIEFING ON AMY FRASIER'S ALLEGED ACCOUNTING ERROR - Transaction 7037302 - Approved By: NOREVIEW : 12-21-2018:16:20:56

Notice of Electronic Filing

12-21-2018

Filed

Proof of Electronic Service Transaction 7037066 - Approved By: NOREVIEW : 12-21-2018:15:04:07

12-21-2018

Notice of Electronic Filing

Filed

6/5/2019

Case Summary

[Proof of Electronic Service Transaction 7036750 - Approved By: NOREVIEW : 12-21-2018:13:34:59](#)

Supplemental ...

Filed by: PATRICK R. MILLSAP, ESQ.

12-21-2018
Plaintiff

[Supplemental ... SUPPLEMENT 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 - Transaction 7036709 - Approved By: YVILORIA : 12-21-2018:13:33:44](#)

- [Exhibit 1](#)
- [Exhibit 2](#)

Notice of Electronic Filing

12-10-2018

Filed

[Proof of Electronic Service Transaction 7016712 - Approved By: NOREVIEW : 12-10-2018:16:05:33](#)

Objection to

Filed by: AMY MICHELE FRASIER WILSON

[Objection to ... OBJECTIONS TO PETITION TO CONFIRM THE THIRD AND FOURTH AMENDMENTS TO SURVIVOR'S TRUST, TO EFFECTUATE TERMS OF SETTLEMENT AGREEMENT AND CERTAIN TRANSFERS PAYABLE UPON DEATH OF THE SURVIVOR0 MRS. DINNY - Transaction 7016358 - Approved By: YVILORIA : 12-10-2018:16:04:07](#)

- [Exhibit 1](#)
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12-10-2018
Defendant

Notice of Electronic Filing

11-29-2018

Filed

[Proof of Electronic Service Transaction 6997624 - Approved By: NOREVIEW : 11-29-2018:10:43:43 - FIE; AJD](#)

Notice of Electronic Filing

11-19-2018

Filed

[Proof of Electronic Service Transaction 6984095 - Approved By: NOREVIEW : 11-19-2018:16:09:04](#)

Petition

Filed by: PATRICK R. MILLSAP, ESQ.

[Petition ... TO CONFIRM THE 3RD & 4TH AMENDMENTS TO SURVIVOR'S TRUST... - Transaction 6983581 - Approved By: SWILLIAM : 11-19-2018:16:06:51](#)

- [Exhibit 1](#)
- [Exhibit 2](#)
- Document withheld. Document Security Level Exceeded
- [Exhibit 4](#)
- [Exhibit 5](#)
- [Exhibit 6](#)
- [Exhibit 7](#)
- [Exhibit 8](#)
- [Exhibit 9](#)
- [Exhibit 10](#)
- [Exhibit 11](#)
- Document withheld. Document Security Level Exceeded
- [Exhibit 13](#)

11-19-2018
Plaintiff

Notice of Electronic Filing

11-01-2018

Filed

[Proof of Electronic Service Transaction 6956979 - Approved By: NOREVIEW : 11-01-2018:09:09:30](#)

Notice of Electronic Filing

11-01-2018

Filed

[Proof of Electronic Service Transaction 6956978 - Approved By: NOREVIEW : 11-01-2018:09:08:50](#)

Notice of Electronic Filing

11-01-2018

Filed

[Proof of Electronic Service Transaction 6956874 - Approved By: NOREVIEW : 11-01-2018:08:25:57](#)

Statement

10-31-2018
Defendant

Filed by: BRADLEY FRASIER

[Statement ... BRADLEY L. FRASIER'S CLOSING STATEMENT - Transaction 6956809 - Approved By: YVILORIA : 11-01-2018:09:08:20](#)

10-31-2018

6/5/2019

Case Summary

Plaintiff

Statement

Filed by: G. DAVID ROBERTSON, ESQ.

Statement ... PREMIER TRUST'S CLOSING STATEMENT - Transaction 6956801 - Approved By: YVILORIA : 11-01-2018:09:07:54

- Exhibit 1

- Exhibit 2

10-31-2018

Plaintiff

Statement

Filed by: PATRICK R. MILLSAP, ESQ.

Statement ... CLOSING ARGUMENT - Transaction 6956592 - Approved By: YVILORIA : 11-01-2018:08:24:22

- Exhibit 1

10-24-2018

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6945695 - Approved By: NOREVIEW : 10-24-2018:14:49:17

10-24-2018

Plaintiff

Acknowledgment of Receipt

Filed by: PATRICK R. MILLSAP, ESQ.

Acknowledgment of Receipt ACKNOWLEDGMENT OF RECEIPT OF TRANSCRIPT - Transaction 6945665 - Approved By: YVILORIA : 10-24-2018:14:48:09

10-23-2018

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6944122 - Approved By: NOREVIEW : 10-23-2018:17:40:43

10-23-2018

Transcript

Filed

Transcript EVIDENTIARY HEARING - OCTOBER 11, 2018 - Transaction 6944121 - Approved By: NOREVIEW : 10-23-2018:17:39:53
: this document can only be accessed at the court

10-19-2018

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6937159 - Approved By: NOREVIEW : 10-19-2018:11:36:05

10-19-2018

Defendant

Statement

Filed by: MICHAEL A. ROSENAUER, ESQ.

Statement ... JANIE MULRAIN'S CLOSING ARGUMENT - Transaction 6937024 - Approved By: YVILORIA : 10-19-2018:11:35:10

10-17-2018

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6934046 - Approved By: NOREVIEW : 10-17-2018:17:31:30

10-17-2018

Transcript

Filed

Transcript Transaction 6934045 - Approved By: NOREVIEW : 10-17-2018:17:30:30 : this document can only be accessed at the court

10-16-2018

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6931047 - Approved By: NOREVIEW : 10-16-2018:14:38:08

10-16-2018

***Minutes

Filed

***Minutes 10/11-12/18 EVIDENTIARY HEARING + EXHIBIT LIST - Transaction 6931042 - Approved By: NOREVIEW : 10-16-2018:14:37:09

10-16-2018

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6930311 - Approved By: NOREVIEW : 10-16-2018:11:24:18

10-16-2018

Plaintiff

Notice of Entry of Ord

Filed by: PATRICK R. MILLSAP, ESQ.

Notice of Entry of Ord Transaction 6930308 - Approved By: NOREVIEW : 10-16-2018:11:21:25

- Continuation

10-15-2018

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6929559 - Approved By: NOREVIEW : 10-15-2018:17:03:24

10-15-2018

Order...

Filed

Order ... MODIFYING THE TRUST TO EFFECTUATE TERMS OF THE SETTLEMENT AGREEMENT - Transaction 6929545 - Approved By: NOREVIEW : 10-15-2018:17:01:42

10-12-2018

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6926685 - Approved By: NOREVIEW : 10-12-2018:15:55:06

10-12-2018

Memorandum

6/5/2019

Case Summary

	Filed Memorandum ... BENCH MEMORANDUM - Transaction 6926670 - Approved By: YVILORIA : 10-12-2018:15:54:00
10-11-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6922276 - Approved By: NOREVIEW : 10-11-2018:08:09:22
10-10-2018 Defendant	Affidavit Filed by: MICHAEL A. ROSENAUER, ESQ. Affidavit ... AFFIDAVIT OF WENDLYN EHRMAN IN SUPPORT OF DINNY FRASIER - Transaction 6922159 - Approved By: YVILORIA : 10-11-2018:08:08:28 - Exhibit 1
10-10-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6920259 - Approved By: NOREVIEW : 10-10-2018:10:36:10
10-10-2018 Plaintiff	Errata Filed by: PATRICK R. MILLSAP, ESQ. Errata... ERRATA TO PRE-HEARING STATEMENT OF MRS. DINNY FRASIER - Transaction 6920188 - Approved By: PMSEWELL : 10-10-2018:10:34:58
10-09-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6919258 - Approved By: NOREVIEW : 10-09-2018:15:53:37
10-09-2018 Plaintiff	Supplemental ... Filed by: PATRICK R. MILLSAP, ESQ. Supplemental ... SUPPLEMENT TO STATEMENT OF BARNET RESNICK REGARDING RPC 1.14 - Transaction 6919160 - Approved By: PMSEWELL : 10-09-2018:15:52:40 - Exhibit 1
10-08-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6916851 - Approved By: NOREVIEW : 10-08-2018:15:55:00
10-08-2018 Defendant	Statement Filed by: AMY MICHELE FRASIER WILSON Statement ... Hearing Statement - AMY FRAQSIER WILSON - Transaction 6916625 - Approved By: CSULEZIC : 10-08-2018:15:52:39 - Exhibit 1 - Exhibit 2 - Exhibit 3 - Exhibit 4 - Exhibit 5 - Exhibit 6 - Exhibit 7 - Exhibit 8 - Exhibit 9 - Exhibit 10 - Exhibit 11 - Exhibit 12 - Exhibit 13 - Exhibit 14 - Exhibit 15 - Exhibit 16 - Exhibit 17 - Exhibit 18 - Exhibit 19 - Exhibit 20 - Exhibit 21
10-08-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6915202 - Approved By: NOREVIEW : 10-08-2018:08:50:35
10-08-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6915200 - Approved By: NOREVIEW : 10-08-2018:08:50:26
10-08-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6915197 - Approved By: NOREVIEW : 10-08-2018:08:49:54
10-08-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6915190 - Approved By: NOREVIEW : 10-08-2018:08:47:33
10-08-2018	Notice of Electronic Filing

6/5/2019

Case Summary

	Filed Proof of Electronic Service Transaction 6915096 - Approved By: NOREVIEW : 10-08-2018:08:14:33
10-05-2018 Defendant	Request for Submission Filed by: BRADLEY FRASIER Request for Submission - Transaction 6914967 - Approved By: YVILORIA : 10-08-2018:08:49:39 DOCUMENT TITLE: RESPONSE TO PREMIER'S RECOMMENDATIONS PARTY SUBMITTING: BRADLEY FRASIER DATE SUBMITTED: OCT 8, 2018 SUBMITTED BY: YV DATE RECEIVED JUDGE OFFICE:
10-05-2018 Defendant	Request for Submission Filed by: BRADLEY FRASIER Request for Submission Transaction 6914966 - Approved By: YVILORIA : 10-08-2018:08:49:20 DOCUMENT TITLE: MOTION FOR SANCTIONS AGAINST G. DAVID ROBERTSON, RICHARD D. WILLIAMSON AND PREMIER TRUST PARTY SUBMITTING: BRADLEY FRASIER DATE SUBMITTED: OCT 8, 2018 SUBMITTED BY: YV DATE RECEIVED JUDGE OFFICE:
10-05-2018 Defendant	Mtn for Sanctions Filed by: BRADLEY FRASIER Mtn for Sanctions MOTION FOR SANCTIONS AGAINST G. DAVID ROBERTSON, RICHARD D. WILLIAMSON, AND PREMIER TRUST - Transaction 6914965 - Approved By: YVILORIA : 10-08-2018:08:48:41 <ul style="list-style-type: none">- **Exhibit(s)**- Exhibit 1- Exhibit 2- Exhibit 3- Exhibit 4- Exhibit 5
10-05-2018 Defendant	Mtn for Sanctions Filed by: BRADLEY FRASIER Mtn for Sanctions MOTION FOR SANCTIONS AGAINST G. DAVID ROBERTSON, RICHARD D. WILLIAMSON, AND PREMIER TRUST - Transaction 6914963 - Approved By: CSULEZIC : 10-08-2018:08:46:31
10-05-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6914927 - Approved By: NOREVIEW : 10-05-2018:16:59:24
10-05-2018 Plaintiff	Statement Filed by: PATRICK R. MILLSAP, ESQ. Statement ... DFX: NO EXHIBIT COVER PAGES - PRE-HEARING STATEMENT OF MRS. DINNY FRASIER - Transaction 6914889 - Approved By: YVILORIA : 10-08-2018:08:11:30 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2- Exhibit 3
10-05-2018 Plaintiff	Statement Filed by: G. DAVID ROBERTSON, ESQ. Statement ... PREMIER TRUST'S PREHEARING STATEMENT - Transaction 6914870 - Approved By: YVILORIA : 10-05-2018:16:58:28 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2- Exhibit 3- Exhibit 4
10-05-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6914289 - Approved By: NOREVIEW : 10-05-2018:14:38:57
10-05-2018 Defendant	Statement Filed by: MICHAEL A. ROSENAUER, ESQ. Statement ... DFX: SCANNED IN LANDSCAPE MODE - JANIE MULRAIN'S PREHEARING STATEMENT - Transaction 6914261 - Approved By: YVILORIA : 10-05-2018:14:37:50
10-05-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6913353 - Approved By: NOREVIEW : 10-05-2018:09:40:43
10-05-2018 Defendant	Response Filed by: BRADLEY FRASIER Response... RESPONSE TO PREMIER'S RECOMMENDATIONS - Transaction 6913252 - Approved By: PMSEWELL : 10-05-2018:09:39:59
10-01-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6905389 - Approved By: NOREVIEW : 10-01-2018:14:16:20
10-01-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6905276 - Approved By: NOREVIEW : 10-01-2018:13:59:01
10-01-2018	Notice of Electronic Filing

6/5/2019

Case Summary

	Filed Proof of Electronic Service Transaction 6904933 - Approved By: NOREVIEW : 10-01-2018:12:17:04
10-01-2018 Plaintiff	Request for Submission Filed by: RICHARD D. WILLIAMSON, ESQ. Request for Submission - Transaction 6904863 - Approved By: PMSEWELL : 10-01-2018:14:13:37 DOCUMENT TITLE: SUPPLEMENTAL RESPONSE TO OBJECTION TO ACCOUNTING (NO ORDER PROVIDED) PARTY SUBMITTING: RICHARD WILLIAMSON, ESQ. DATE SUBMITTED: OCTOBER 1, 2018 SUBMITTED BY: PMSEWELL DATE RECEIVED JUDGE OFFICE:
10-01-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6904862 - Approved By: NOREVIEW : 10-01-2018:11:58:40
10-01-2018 Plaintiff	Request for Submission Filed by: RICHARD D. WILLIAMSON, ESQ. Request for Submission Transaction 6904857 - Approved By: YVILORIA : 10-01-2018:13:57:59 DOCUMENT TITLE: PREMIER TRUST'S RESPONSE TO BRADLEY L. FRASIER'S OBJECTION TO ACCOUNTING AND OTHER MATTERS FIELD 9-17-18 PARTY SUBMITTING: RICHARD WILLIAMSON ESQ DATE SUBMITTED: OCT. 1, 2018 SUBMITTED BY: YV DATE RECEIVED JUDGE OFFICE:
10-01-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6904847 - Approved By: NOREVIEW : 10-01-2018:11:55:32
10-01-2018 Plaintiff	Request for Submission Filed by: RICHARD D. WILLIAMSON, ESQ. Request for Submission Transaction 6904835 - Approved By: RRODRIGU : 10-01-2018:11:57:29 DOCUMENT TITLE: RESPONSE TO JANIE MULRAIN'S PETITION FOR PROFESSIONAL'S FEES AND ADVANCED COUST, RESPONSE TO PREMIER'S CONCERNS PARTY SUBMITTING: G. DAVID ROBERTSON ESQ DATE SUBMITTED: 10/1/18 SUBMITTED BY: RRIDRGU DATE RECEIVED JUDGE OFFICE:
10-01-2018 Plaintiff	Request for Submission Filed by: RICHARD D. WILLIAMSON, ESQ. Request for Submission Transaction 6904834 - Approved By: RRODRIGU : 10-01-2018:12:15:56 DOCUMENT TITLE: RESPONSE TO JANIE MULRAIN'S PETITION FOR PROFESSIONAL'S FEES AND ADVANCED COUST, RESPONSE TO PREMIER'S CONCERNS PARTY SUBMITTING: G.DAVID ROBERTSON ESQ DATE SUBMITTED: 10/1/18 SUBMITTED BY: RRODRIG DATE RECEIVED JUDGE OFFICE:
10-01-2018 Plaintiff	Request for Submission Filed by: RICHARD D. WILLIAMSON, ESQ. Request for Submission Transaction 6904817 - Approved By: RRODRIGU : 10-01-2018:11:53:06 DOCUMENT TITLE: REQUEST G.DAVID ROBERTSON ESQ DATE SUBMITTED: 10/1/18 SUBMITTED BY: RRODRIG DATE RECEIVED JUDGE OFFICE:
10-01-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6904666 - Approved By: NOREVIEW : 10-01-2018:11:07:38
10-01-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6904663 - Approved By: NOREVIEW : 10-01-2018:11:06:57
10-01-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6904606 - Approved By: NOREVIEW : 10-01-2018:10:56:17
10-01-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6904603 - Approved By: NOREVIEW : 10-01-2018:10:54:25
10-01-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6904450 - Approved By: NOREVIEW : 10-01-2018:10:13:15
09-28-2018 Plaintiff	Response Filed by: G. DAVID ROBERTSON, ESQ. Response... RESPONSE TO JANIE MULRAIN'S PETITION FOR PROFESSIONAL'S FEES AND ADVANCED COSTS, RESPONSE TO PREMIER'S CONCERNS - Transaction 6903874 - Approved By: PMSEWELL : 10-01-2018:11:06:31
09-28-2018 Defendant	Errata Filed by: MICHAEL A. ROSENAUER, ESQ. Errata... ERRATA TO PETITION FOR PROFESSIONAL'S FEES AND ADVANCED COSTS, RESPONSE TO PREMIER'S CONCERNS - Transaction 6903843 - Approved By: PMSEWELL : 10-01-2018:11:06:01 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2
09-28-2018 Plaintiff	Other ... Filed by: G. DAVID ROBERTSON, ESQ. Other ... PREMIER'S RECOMMENDATIONS - Transaction 6903826 - Approved By: PMSEWELL : 10-01-2018:10:55:22 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2

6/5/2019

Case Summary

- Exhibit 3
- Exhibit 4

Response

09-28-2018
Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Response... PREMIER TRUST'S PROPOSED INVESTIGATORS PURSUANT TO COURT'S AUGUST 16, 2018 ORDER - Transaction 6903809 - Approved By: PMSEWELL : 10-01-2018:10:53:14

- Exhibit 1
- Exhibit 2

Statement

09-28-2018
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

Statement ... STATEMENT OF PROPOSED INVESTIGATORS PURSUANT TO COURT ORDER - Transaction 6903728 - Approved By: YVILORIA : 10-01-2018:10:12:09

Notice of Electronic Filing

09-18-2018

Filed

Proof of Electronic Service Transaction 6885760 - Approved By: NOREVIEW : 09-18-2018:15:00:28

Request for Submission

09-18-2018
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

Request for Submission - Transaction 6885206 - Approved By: JAPARICI : 09-18-2018:14:58:44 DOCUMENT TITLE: STATEMENT IN COMPLIANCE PARTY SUBMITTING: PATICK MILLSAP, ESQ DATE SUBMITTED: 09/18/2018 SUBMITTED BY: JAPARICIO DATE RECEIVED JUDGE OFFICE:

Request for Submission

09-18-2018
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

Request for Submission - Transaction 6885206 - Approved By: JAPARICI : 09-18-2018:14:58:44 DOCUMENT TITLE: STATEMENT OF BARNET RESNICK REGARDING RPC PARTY SUBMITTING: PATIRICK R. MILLSAP, ESQ DATE SUBMITTED: 09/18/2018 SUBMITTED BY: JAPARICIO DATE RECEIVED JUDGE OFFICE:

Notice of Electronic Filing

09-18-2018

Filed

Proof of Electronic Service Transaction 6885097 - Approved By: NOREVIEW : 09-18-2018:13:09:16

Statement

09-18-2018
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

Statement ... STATEMENT OF BARNET RESNICK REGARDING RPC 1.14 - Transaction 6885036 - Approved By: PMSEWELL : 09-18-2018:13:08:04

- Exhibit 1
- Exhibit 2
- Exhibit 3
- Exhibit 4
- Exhibit 5
- Exhibit 6
- Exhibit 7
- Exhibit 8
- Exhibit 9
- Exhibit 10
- Exhibit 11
- Exhibit 12
- Exhibit 13
- Exhibit 14
- Exhibit 15

Notice of Electronic Filing

09-18-2018

Filed

Proof of Electronic Service Transaction 6884283 - Approved By: NOREVIEW : 09-18-2018:08:50:27

Notice of Electronic Filing

09-18-2018

Filed

Proof of Electronic Service Transaction 6884197 - Approved By: NOREVIEW : 09-18-2018:08:26:08

Notice of Electronic Filing

09-18-2018

Filed

Proof of Electronic Service Transaction 6884185 - Approved By: NOREVIEW : 09-18-2018:08:24:15

Petition

09-17-2018
Defendant

Filed by: MICHAEL A. ROSENAUER, ESQ.

Petition ... PETITION FOR PROFESSIONALS FEES AND ADVANCED COSTS RESPONSE TO PREIMIERS CONCERNS - Transaction 6884026 - Approved By: CVERA : 09-18-2018:08:46:16

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

09-17-2018

Response

6/5/2019

Case Summary

Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Response... RESPONSE TO BRADLEY L. FRASIER'S OBJECTION TO ACCOUNTING AND OTHER MATTERS - Transaction 6884017 - Approved By: CVERA : 09-18-2018:08:25:01

Response

Filed by: G. DAVID ROBERTSON, ESQ.

Response... SUPPLEMENTAL RESPONSE TO OBJECTION TO ACCOUNTING - Transaction 6884016 - Approved By: CVERA : 09-18-2018:08:21:42

09-17-2018

Plaintiff

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

Notice of Electronic Filing

09-17-2018

Filed

Proof of Electronic Service Transaction 6882486 - Approved By: NOREVIEW : 09-17-2018:11:23:08

Request for Submission

09-17-2018

Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Request for Submission Transaction 6882442 - Approved By: YVILORIA : 09-17-2018:11:22:07 DOCUMENT TITLE: MOTION FOR IN CAMERA REVIEW OF UNREDACTED INVOICES, FILED 8-24-18 PARTY SUBMITTING: DAVID ROBERTSON ESQ DATE SUBMITTED: SEPT 17, 2018 SUBMITTED BY: YV DATE RECEIVED JUDGE OFFICE:

Notice of Electronic Filing

09-14-2018

Filed

Proof of Electronic Service Transaction 6880933 - Approved By: NOREVIEW : 09-14-2018:14:20:22

Statement

Filed by: PATRICK R. MILLSAP, ESQ.

09-14-2018

Plaintiff

Statement ... DFX: NO EXHIBIT COVER PAGES - STATEMENT OF COMPLIANCE WITH NEVADA RULE OF PROFESSIONAL CONDUCT 1.14 - Transaction 6880901 - Approved By: YVILORIA : 09-14-2018:14:19:01

- Document withheld. Document Security Level Exceeded
- Document withheld. Document Security Level Exceeded
- Document withheld. Document Security Level Exceeded
- Exhibit 4

Notice of Electronic Filing

08-30-2018

Filed

Proof of Electronic Service Transaction 6856106 - Approved By: NOREVIEW : 08-30-2018:08:21:37

Response

08-29-2018

Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Response... RESPONSE TO AMY FRAISER-WILSON'S OBJECTIONS TO ACCOUNTING AND STATEMENT OF CONCERNS - Transaction 6855471 - Approved By: YVILORIA : 08-30-2018:08:20:38

Notice of Electronic Filing

08-27-2018

Filed

Proof of Electronic Service Transaction 6848781 - Approved By: NOREVIEW : 08-27-2018:08:43:00

Certificate of Mailing

08-25-2018

Defendant

Filed by: AMY MICHELE FRASIER WILSON

Certificate of Mailing Transaction 6848500 - Approved By: CVERA : 08-27-2018:08:42:12

Notice of Electronic Filing

08-24-2018

Filed

Proof of Electronic Service Transaction 6848383 - Approved By: NOREVIEW : 08-24-2018:16:51:38

Notice of Electronic Filing

08-24-2018

Filed

Proof of Electronic Service Transaction 6848373 - Approved By: NOREVIEW : 08-24-2018:16:49:32

Notice of Electronic Filing

08-24-2018

Filed

Proof of Electronic Service Transaction 6848307 - Approved By: NOREVIEW : 08-24-2018:16:31:45

Motion

08-24-2018

Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Motion ... MOTION FOR IN CAMERA REVIEW OF UNREDACTED INVOICES - Transaction 6848266 - Approved By: SWOLFE : 08-24-2018:16:28:37

Response

08-24-2018

Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Response... PRODUCTION OF DOCUMENTS IN RESPONSE TO DINNY FRASIER'S OBJECTIONS TO ACCOUNTING FILED 8/15/18 - Transaction 6848247 - Approved By: SWOLFE : 08-24-2018:16:47:17

- Exhibit 1
- Exhibit 2

- Exhibit 3
- Exhibit 4
- Exhibit 5
- Exhibit 6
- Exhibit 7
- Exhibit 8
- Exhibit 9
- Exhibit 10
- Exhibit 11
- Exhibit 12
- Exhibit 13
- Exhibit 14
- Exhibit 15
- Exhibit 16
- Exhibit 17
- Exhibit 18
- Exhibit 19
- Exhibit 20
- Exhibit 22
- Exhibit 23
- Exhibit 24
- Exhibit 25

08-24-2018
Defendant
Objection to
Filed by: AMY MICHELE FRASIER WILSON
Objection to ... OBJECTIONS TO ACCOUNTING AND STATEMENT OF CONCERNS - Transaction 6848080 - Approved By: SWOLFE : 08-24-2018:16:50:38

08-24-2018
Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6847015 - Approved By: NOREVIEW : 08-24-2018:10:36:58

08-24-2018
***Minutes
Filed
***Minutes 8/14/18 IN-CHAMBERS TELECONFERENCE - Transaction 6847012 - Approved By: NOREVIEW : 08-24-2018:10:35:57

08-24-2018
Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6846775 - Approved By: NOREVIEW : 08-24-2018:09:25:31

08-23-2018
Defendant
Objection to
Filed by: BRADLEY FRASIER
Objection to ... OBJECTION TO ACCOUNTING AND OTHER MATTERS - Transaction 6846388 - Approved By: PMSEWELL : 08-24-2018:09:24:36

08-16-2018
Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6832082 - Approved By: NOREVIEW : 08-16-2018:09:14:11

08-16-2018
Ord Vacating
Filed
Ord Vacating AND RESETTING HEARING WITH FILING DIRECTIONS - Transaction 6832077 - Approved By: NOREVIEW : 08-16-2018:09:13:11

08-16-2018
Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6832043 - Approved By: NOREVIEW : 08-16-2018:09:07:15

08-16-2018
Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6831993 - Approved By: NOREVIEW : 08-16-2018:08:51:56

08-16-2018
Plaintiff
Declaration
Filed by: G. DAVID ROBERTSON, ESQ.
Declaration DECLARATION OF RYAN GONDA - Transaction 6831891 - Approved By: JAPARICI : 08-16-2018:09:05:19
- Exhibit 1

08-16-2018
Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6831881 - Approved By: NOREVIEW : 08-16-2018:08:27:41

08-16-2018
Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6831871 - Approved By: NOREVIEW : 08-16-2018:08:23:12

08-15-2018
Plaintiff
Errata
Filed by: G. DAVID ROBERTSON, ESQ.
Errata... ERRATA TO RESPONSE TO OBJECTION TO ACCOUNTING - Transaction 6831726 - Approved By: PMSEWELL : 08-16-2018:08:49:26

08-15-2018 Plaintiff	Response Filed by: G. DAVID ROBERTSON, ESQ. Response... RESPONSE TO OBJECTION TO ACCOUNTING - Transaction 6831670 - Approved By: PMSEWELL : 08-16-2018:08:26:37 - Exhibit 1 - Exhibit 2 - Exhibit 3 - Exhibit 4 - Exhibit 5 - Exhibit 6
	Response Filed by: G. DAVID ROBERTSON, ESQ. Response... RESPONSE TO JANIE MULRAIN'S OBJECTION TO ACCOUNTING - Transaction 6831633 - Approved By: PMSEWELL : 08-16-2018:08:22:07 - Exhibit 1 - Exhibit 2 - Exhibit 3
08-15-2018 Plaintiff	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6831298 - Approved By: NOREVIEW : 08-15-2018:15:56:37
08-15-2018 Plaintiff	Objection to Filed by: PATRICK R. MILLSAP, ESQ. Objection to ... OBJECTION TO ACCOUNTING - Transaction 6830892 - Approved By: CVERA : 08-15-2018:15:55:17
08-15-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6830523 - Approved By: NOREVIEW : 08-15-2018:13:30:32
08-15-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6830472 - Approved By: NOREVIEW : 08-15-2018:13:17:56
08-15-2018 Defendant	Objection to Filed by: MICHAEL A. ROSENAUER, ESQ. Objection to ... OBJECTION TO ACCOUNTING PROFFERED BY PREMIER TRUST - Transaction 6830375 - Approved By: PMSEWELL : 08-15-2018:13:29:18
08-15-2018 Defendant	Notice of Appearance Filed by: MICHAEL A. ROSENAUER, ESQ. Notice of Appearance Request for Special Notice - MICHAEL ROSENAUER, ESQ. FOR JANIE MULRAIN - Transaction 6830334 - Approved By: PMSEWELL : 08-15-2018:13:16:52
08-07-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6816708 - Approved By: NOREVIEW : 08-07-2018:14:01:54
08-07-2018	Stip and Order Filed Stip and Order... Transaction 6816699 - Approved By: NOREVIEW : 08-07-2018:14:00:45
08-06-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6815051 - Approved By: NOREVIEW : 08-06-2018:16:25:33
08-06-2018 Plaintiff	Withdrawal of Motion Filed by: PATRICK R. MILLSAP, ESQ. Withdrawal of Motion Withdrawal of Petition for Final Accounting of the Trust, for Removal of Premier Trust as Sole Trustee of the Trust, and for Appointment of a Sole Successor Trustee of the Trust Approved by the Court - Transaction 6814631 - Approved By: CSULEZIC : 08-06-2018:16:23:34 - Exhibit 1
08-03-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6812845 - Approved By: NOREVIEW : 08-03-2018:16:53:17
08-03-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6812836 - Approved By: NOREVIEW : 08-03-2018:16:52:15
08-03-2018	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6812824 - Approved By: NOREVIEW : 08-03-2018:16:48:24
08-03-2018 Plaintiff	Petition Filed by: G. DAVID ROBERTSON, ESQ.

6/5/2019

Case Summary

Petition ... PETITION FOR ORDER APPROVING THE RESIGNATION OF PREMIER TRUST, INC. AS TRUSTEE AND COURT APPOINTMENT OF NEW TRUSTEE - Transaction 6812469 - Approved By: PMSEWELL : 08-03-2018:16:52:11
- Exhibit 1

Petition

08-03-2018
Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Petition ... PETITION TO RATIFY AND CONFIRM ACTIONS OF PREMIER TRUST - Transaction 6812462 - Approved By: PMSEWELL : 08-03-2018:16:48:55
- Exhibit 1

Petition

08-03-2018
Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Petition ... PETITION FOR SETTLEMENT OF ACCOUNT - Transaction 6812456 - Approved By: PMSEWELL : 08-03-2018:16:46:46
- Exhibit 1
- Exhibit 2

Notice of Electronic Filing

07-26-2018

Filed

Proof of Electronic Service Transaction 6797979 - Approved By: NOREVIEW : 07-26-2018:14:43:08

Statement

07-26-2018
Defendant

Filed by: BRADLEY FRASIER

Statement ... STATEMENT TO THE COURT - Transaction 6797853 - Approved By: PMSEWELL : 07-26-2018:14:40:57
- Exhibit 1
- Exhibit 2
- Exhibit 3
- Exhibit 4
- Exhibit 5
- Exhibit 6
- Exhibit 7
- Exhibit 8

Citation To Appear

07-13-2018
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

Citation To Appear

Notice of Electronic Filing

07-13-2018

Filed

Proof of Electronic Service Transaction 6775414 - Approved By: NOREVIEW : 07-13-2018:12:01:45

Notice of Hearing

07-13-2018
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

Notice of Hearing 08-17-2018 AT 9:00 AM - Transaction 6775368 - Approved By: JAPARICI : 07-13-2018:11:58:43

Affidavit of Mailing

07-13-2018
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

Affidavit of Mailing - PR Transaction 6775368 - Approved By: JAPARICI : 07-13-2018:11:58:43

Notice of Electronic Filing

06-22-2018

Filed

Proof of Electronic Service Transaction 6741998 - Approved By: NOREVIEW : 06-22-2018:09:59:38

Application for Setting - eFile

06-22-2018

Filed

Application for Setting eFile HEARING ON PETITION FOR FINAL ACCOUNTING 8/17/18 AT 9:00 A.M. - Transaction 6741991 - Approved By: NOREVIEW : 06-22-2018:09:56:42

Notice of Electronic Filing

06-18-2018

Filed

Proof of Electronic Service Transaction 6732527 - Approved By: NOREVIEW : 06-18-2018:09:28:04

06-18-2018
Plaintiff

Petition

Filed by: PATRICK R. MILLSAP, ESQ.

Petition ... DFX: EXHIBIT COVER PAGES MISSING - PETITION FOR FINAL ACCOUNTING OF THE TRUST, FOR REMOVAL OF PREMIER TRUST AS SOLE TRUSTEE OF THE TRUST, AND FOR APPOINTMENT OF A SOLE SUCCESSOR TRUSTEE OF THE TRUST APPROVED BY THE COURT - Transaction 6732426 - Approved By: YVILORIA : 06-18-2018:09:26:57
- Exhibit 1
- Exhibit 2
- Exhibit 3
- Exhibit 4
- Exhibit 5
- Exhibit 6
- Exhibit 7
- Exhibit 8
- Exhibit 9
- Exhibit 10
- Exhibit 11
- Exhibit 12

6/5/2019

Case Summary

- Exhibit 13
- Exhibit 14

03-06-2018 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6563431 - Approved By: NOREVIEW : 03-06-2018:13:49:50

03-06-2018 Ord Approving
Filed
Ord Approving ... ORDER ON STIPULATION - Transaction 6563422 - Approved By: NOREVIEW : 03-06-2018:13:48:51

02-27-2018 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6551613 - Approved By: NOREVIEW : 02-27-2018:11:50:59

02-27-2018 Request for Submission
Plaintiff Filed by: PATRICK R. MILLSAP, ESQ.
Request for Submission Transaction 6551248 - Approved By: YVILORIA : 02-27-2018:11:49:57 DOCUMENT TITLE: STIPULATION PARTY SUBMITTING: PATRICK R MILLSAP DATE SUBMITTED: FEB 27, 2018 SUBMITTED BY: YV DATE RECEIVED JUDGE OFFICE:
- Exhibit 1

01-18-2018 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6487949 - Approved By: NOREVIEW : 01-18-2018:15:56:47

01-18-2018 Order...
Filed
Order ... ORDER REGARDING REQUEST FOR INTERVENTION - Transaction 6487946 - Approved By: NOREVIEW : 01-18-2018:15:54:09

12-12-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6435624 - Approved By: NOREVIEW : 12-12-2017:14:43:49

12-12-2017 Notice of Entry of Ord
Plaintiff Filed by: G. DAVID ROBERTSON, ESQ.
Notice of Entry of Ord Transaction 6435620 - Approved By: NOREVIEW : 12-12-2017:14:42:51
- Continuation

12-11-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6433664 - Approved By: NOREVIEW : 12-11-2017:16:03:49

12-11-2017 Order...
Filed
Order ... AFTER OCTOBER 17, 2017 HEARING - Transaction 6433655 - Approved By: NOREVIEW : 12-11-2017:16:02:48

11-21-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6405992 - Approved By: NOREVIEW : 11-21-2017:14:34:56

11-21-2017 Substitution of Counsel
Court Filed by: MICHAEL E. SULLIVAN, ESQ.
Substitution of Counsel BRADLEY FRASIER, MD IN PRO PER IN PLACE OF ROBISON SIMONS SHARP & BRUST - Transaction 6405676 - Approved By: PMSEWELL : 11-21-2017:14:33:56

11-06-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6380202 - Approved By: NOREVIEW : 11-06-2017:09:09:54

11-03-2017 Notice
Plaintiff Filed by: G. DAVID ROBERTSON, ESQ.
Notice ... NOTICE OF LODGING PROPOSED ORDER - Transaction 6379953 - Approved By: YVILORIA : 11-06-2017:09:07:12
- Exhibit 1

10-25-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6364884 - Approved By: NOREVIEW : 10-25-2017:14:42:46

10-25-2017 ***Minutes
Filed
***Minutes 10/17/17 ORAL ARGUMENTS - Transaction 6364881 - Approved By: NOREVIEW : 10-25-2017:14:41:57

10-23-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6359228 - Approved By: NOREVIEW : 10-23-2017:11:35:37

10-23-2017 Transcript

6/5/2019

Case Summary

Filed
Transcript Oral Arguments 10-17-17 - Transaction 6359223 - Approved By: NOREVIEW : 10-23-2017:11:34:27 : this document can only be accessed at the court

10-16-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6349318 - Approved By: NOREVIEW : 10-16-2017:16:48:24

10-16-2017 ***Minutes
Filed
***Minutes 10/16/17 IN-CHAMBERS TELECONFERENCE - Transaction 6349315 - Approved By: NOREVIEW : 10-16-2017:16:47:24

10-16-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6347450 - Approved By: NOREVIEW : 10-16-2017:08:31:34

10-13-2017 Plaintiff Reply
Filed by: PATRICK R. MILLSAP, ESQ.
Reply... DINNY FRASIER'S REPLY TO PREMIER TRUST'S OPPOSITION TO THE MOTION TO ENFORCE ORDER AND SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES - Transaction 6347148 - Approved By: CSULEZIC : 10-16-2017:08:28:39
- Exhibit 1
- Exhibit 2
- Exhibit 3
- Exhibit 4
- Document withheld. Document Security Level Exceeded
- Document withheld. Document Security Level Exceeded
- Document withheld. Document Security Level Exceeded

10-09-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6335913 - Approved By: NOREVIEW : 10-09-2017:08:30:14

10-06-2017 Plaintiff Opposition to Mtn
Filed by: G. DAVID ROBERTSON, ESQ.
Opposition to Mtn ... PETITIONERS' OPPOSITION TO MOTION TO ENFORCE ORDER AND SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES - Transaction 6335773 - Approved By: YVILORIA : 10-09-2017:08:29:17
- Exhibit 1

09-21-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6312247 - Approved By: NOREVIEW : 09-21-2017:16:16:25

09-21-2017 Court Mtn to Enforce Agreement
Filed by: MICHAEL E. SULLIVAN, ESQ.
Mtn to Enforce Agreement MOTION TO ENFORCE ORDER AND SETTLEMENT AGREEMENT AND AWARD FOR ATTORNEYS' FEES - Transaction 6312005 - Approved By: CSULEZIC : 09-21-2017:16:15:22
- Exhibit 1
- Exhibit 2
- Exhibit 3
- Exhibit 4
- Exhibit 5
- Exhibit 6
- Exhibit 7

09-05-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6282170 - Approved By: NOREVIEW : 09-05-2017:10:09:25

09-05-2017 Plaintiff Application for Setting
Filed by: G. DAVID ROBERTSON, ESQ.
Application for Setting ORAL ARGUMENT AND STATUS UPDATE: 10-17-17 9 AM UNTIL 3:00 PM - Transaction 6282107 - Approved By: YVILORIA : 09-05-2017:10:08:01

08-23-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6263983 - Approved By: NOREVIEW : 08-23-2017:13:35:19

08-23-2017 Stip and Order
Filed
Stip and Order... TO VACATE AUGUST 24, 2017 HEARING TO PURSUE SETTLEMENT - Transaction 6263974 - Approved By: NOREVIEW : 08-23-2017:13:34:19

08-15-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6251203 - Approved By: NOREVIEW : 08-15-2017:16:20:48

08-15-2017 Plaintiff Motion
Filed by: JONATHAN J. TEW, ESQ.

6/5/2019

Case Summary

Motion ... MOTION TO WITHDRAW AS COUNSEL OR, IN THE ALTERNATIVE, FOR INSTRUCTIONS PURSUANT TO NRPC RULE 1.14
- Transaction 6250927 - Approved By: SWILLIAM : 08-15-2017:16:19:49
- Exhibit 1
- Exhibit 2
- Exhibit 3

Notice of Electronic Filing

08-15-2017

Filed
Proof of Electronic Service Transaction 6249162 - Approved By: NOREVIEW : 08-15-2017:09:12:26

Reply

08-14-2017
Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.
Reply... REPLY IN SUPPORT OF SECOND SUPPLEMENTAL PETITION FOR INSTRUCTIONS - Transaction 6248726 - Approved By: PMSEWELL : 08-15-2017:09:11:27
- Exhibit 1
- Exhibit 2

Notice of Electronic Filing

08-14-2017

Filed
Proof of Electronic Service Transaction 6248479 - Approved By: NOREVIEW : 08-14-2017:16:13:40

Stip and Order

08-14-2017

Filed
Stip and Order... STIPULATION AND ORDER FOR EXTENSION OF TIME - Transaction 6248463 - Approved By: NOREVIEW : 08-14-2017:16:12:13

Notice of Electronic Filing

07-24-2017

Filed
Proof of Electronic Service Transaction 6211406 - Approved By: NOREVIEW : 07-24-2017:15:57:22

Notice of Entry of Ord

07-24-2017
Court

Filed by: MICHAEL E. SULLIVAN, ESQ.
Notice of Entry of Ord Transaction 6211401 - Approved By: NOREVIEW : 07-24-2017:15:56:27

Notice of Electronic Filing

07-14-2017

Filed
Proof of Electronic Service Transaction 6197116 - Approved By: NOREVIEW : 07-14-2017:15:14:13

Ord After Case Mgt Conference

07-14-2017

Filed
Ord After Case Mgt Conference ORDER AFTER TELEPHONE CONFERENCE - Transaction 6197098 - Approved By: NOREVIEW : 07-14-2017:15:12:52

Notice of Electronic Filing

07-14-2017

Filed
Proof of Electronic Service Transaction 6195958 - Approved By: NOREVIEW : 07-14-2017:09:51:08

Joinder

07-14-2017
Court

Filed by: MICHAEL E. SULLIVAN, ESQ.
Joinder... JOINDER IN REQUEST TO CONTINUE THE EVIDENTIARY HEARING - Transaction 6195894 - Approved By: CSULEZIC : 07-14-2017:09:50:04
- Exhibit 1

Notice of Electronic Filing

07-13-2017

Filed
Proof of Electronic Service Transaction 6194082 - Approved By: NOREVIEW : 07-13-2017:12:46:54

Request for Submission

07-13-2017
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.
Request for Submission EX PARTE MOTION FOR ORDER SHORTENING TIME FILED 7/13/17 - Transaction 6194051 - Approved By: CSULEZIC : 07-13-2017:12:45:56 PARTY SUBMITTING: PATRICK MILLSAP ESQ DATE SUBMITTED: 7/13/17 SUBMITTED BY: CS DATE RECEIVED JUDGE OFFICE:

Notice of Electronic Filing

07-13-2017

Filed
Proof of Electronic Service Transaction 6193961 - Approved By: NOREVIEW : 07-13-2017:11:58:50

Ex-Parte Mtn

07-13-2017
Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.
Ex-Parte Mtn... EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 6193786 - Approved By: PMSEWELL : 07-13-2017:11:57:29
- Exhibit 1
- Exhibit 2

Notice of Electronic Filing

07-13-2017

Filed
Proof of Electronic Service Transaction 6193572 - Approved By: NOREVIEW : 07-13-2017:10:21:01

07-13-2017

Mtn to Continue

6/5/2019

Case Summary

Plaintiff

Filed by: PATRICK R. MILLSAP, ESQ.

Mtn to Continue MOTION TO CONTINUE THE EVIDENTIARY HEARING - Transaction 6193507 - Approved By: CSULEZIC : 07-13-2017:10:19:56

07-13-2017

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6193271 - Approved By: NOREVIEW : 07-13-2017:08:53:53

Response

Filed by: PATRICK R. MILLSAP, ESQ.

Response... MRS. DINNY FRASIER'S RESPONSE AND OBJECTION TO PREMIER TRUST'S SECOND SUPPLEMENTAL PETITION FOR INSTRUCTIONS - Transaction 6193121 - Approved By: PMSEWELL : 07-13-2017:08:52:47

07-12-2017

Plaintiff

- Exhibit 1
- Exhibit 2
- Exhibit 3
- Exhibit 4
- Exhibit 5
- Exhibit 6
- Exhibit 7
- Exhibit 8
- Exhibit 9
- Exhibit 10
- Exhibit 11
- Exhibit 12
- Exhibit 13
- Exhibit 14
- Exhibit 15
- Exhibit 16
- Exhibit 17
- Exhibit 18
- Exhibit 19
- Exhibit 20
- Exhibit 21
- Exhibit 22
- Exhibit 23
- Exhibit 24
- Exhibit 25
- Exhibit 26
- Exhibit 27
- Exhibit 28
- Exhibit 29
- Exhibit 30
- Exhibit 31

07-06-2017

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6181146 - Approved By: NOREVIEW : 07-06-2017:10:20:48

07-06-2017

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6181144 - Approved By: NOREVIEW : 07-06-2017:10:20:09

07-06-2017

Order...

Filed

Order ... ORDER REGARDING ANCILLARY HEARING ISSUES - Transaction 6181143 - Approved By: NOREVIEW : 07-06-2017:10:19:49

07-06-2017

Ord Granting Mtn

Filed

Ord Granting Mtn ... TO APPROVE AND ENFORCE SETTLEMENT AGREEMENT AND VACATE TRIAL DATE - Transaction 6181140 - Approved By: NOREVIEW : 07-06-2017:10:19:08

07-06-2017

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6181104 - Approved By: NOREVIEW : 07-06-2017:10:08:31

07-06-2017

Order...

Filed

Order ... ORDER REGARDING HEARING AND ANSWERING INQUIRY - Transaction 6181092 - Approved By: NOREVIEW : 07-06-2017:10:05:08

06-29-2017

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 6172244 - Approved By: NOREVIEW : 06-29-2017:08:53:00

06-28-2017

Plaintiff

Request for Submission

Filed by: PATRICK R. MILLSAP, ESQ.

Request for Submission INQUIRY OF THE COURT FILED 6/28/17 - Transaction 6171758 - Approved By: CSULEZIC : 06-29-2017:08:52:09 PARTY SUBMITTING: PATRICK MILLSAP, ESQ DATE SUBMITTED: 6/29/17 SUBMITTED BY: CS DATE RECEIVED

6/5/2019

Case Summary

JUDGE OFFICE:

06-28-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6171567 - Approved By: NOREVIEW : 06-28-2017:15:25:40
06-28-2017 Plaintiff	Request Filed by: PATRICK R. MILLSAP, ESQ. Request INQUIRY OF THE COURT - Transaction 6171369 - Approved By: CSULEZIC : 06-28-2017:15:24:46
06-28-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6170429 - Approved By: NOREVIEW : 06-28-2017:09:40:41
06-28-2017 Plaintiff	Notice of Hearing Filed by: PATRICK R. MILLSAP, ESQ. Notice of Hearing 7/24/17 @10:00 - Transaction 6170378 - Approved By: CSULEZIC : 06-28-2017:09:39:40
06-20-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6156404 - Approved By: NOREVIEW : 06-20-2017:08:09:21
06-19-2017 Defendant	Joinder Filed by: AMY MICHELE FRASIER WILSON Joinder... Joinder to Second Supplemental Petition for Instructions (Premier) - Transaction 6156257 - Approved By: YVILORIA : 06-20-2017:08:08:20 - Exhibit 1 - Exhibit 2 - Exhibit 3 - Exhibit 4 - Exhibit 5 - Exhibit 6
06-15-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6150815 - Approved By: NOREVIEW : 06-15-2017:12:10:09
06-15-2017 Plaintiff	Affidavit of Mailing Filed by: PATRICK R. MILLSAP, ESQ. Affidavit of Mailing - PR Transaction 6150701 - Approved By: CSULEZIC : 06-15-2017:12:09:12
06-07-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6137846 - Approved By: NOREVIEW : 06-07-2017:16:14:48
06-07-2017 Plaintiff	Objection to Filed by: PATRICK R. MILLSAP, ESQ. Objection to ... MRS. DINNY G. FRASIER'S OBJECTION TO THE PROPOSED ORDER REGARDING ANCILLARY HEARING ISSUES - Transaction 6137624 - Approved By: CSULEZIC : 06-07-2017:16:13:49 - Exhibit 1
06-06-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6133850 - Approved By: NOREVIEW : 06-06-2017:10:18:41
06-06-2017 Plaintiff	Substitution of Counsel Filed by: F. MCCLURE WALLACE, ESQ. Substitution of Counsel F. MCCLURE WALLACE, ESQ. AND PATRICK MILLSAP, ESQ. FOR DINNY FRASIER IN PLACE OF FENNEMORE CRAIG, PC. - Transaction 6133640 - Approved By: PMSEWELL : 06-06-2017:10:17:36
06-01-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6126498 - Approved By: NOREVIEW : 06-01-2017:08:16:02
05-31-2017 Plaintiff	Pet for Instructions Filed by: G. DAVID ROBERTSON, ESQ. Pet for Instructions SECOND SUPPLEMENTAL PETITION FOR INSTRUCTIONS - Transaction 6126426 - Approved By: PMSEWELL : 06-01-2017:08:15:02 - Exhibit 1 - Exhibit 2 - Exhibit 3 - Exhibit 4 - Exhibit 5 - Exhibit 6 - Exhibit 7 - Exhibit 8 - Exhibit 9 - Exhibit 10

- Exhibit 11
- Exhibit 12
- Exhibit 13
- Exhibit 14
- Exhibit 15

05-31-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6125017 - Approved By: NOREVIEW : 05-31-2017:12:10:41

05-31-2017 Notice
Filed by: G. DAVID ROBERTSON, ESQ.
Plaintiff Notice ... NOTICE OF LODGING PROPOSED ORDERS - Transaction 6124815 - Approved By: YVILORIA : 05-31-2017:12:09:40
- Exhibit 1
- Exhibit 2

05-18-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6106054 - Approved By: NOREVIEW : 05-18-2017:08:45:13

05-18-2017 ***Minutes
Filed
***Minutes 5/16/17 IN-CHAMBERS TELECONFERENCE - Transaction 6106049 - Approved By: NOREVIEW : 05-18-2017:08:44:13

05-12-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6097326 - Approved By: NOREVIEW : 05-12-2017:08:16:57

05-12-2017 ***Minutes
Filed
***Minutes 5/9/17 EVIDENTIARY HEARING - Transaction 6097325 - Approved By: NOREVIEW : 05-12-2017:08:16:08
- MINUTES

05-08-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6088248 - Approved By: NOREVIEW : 05-08-2017:08:44:58

05-05-2017 Supplemental ...
Filed by: MICHAEL E. SULLIVAN, ESQ.
Court Supplemental ... Supplement to Notice of Dr. Bradley L. Frasier's Position with Regard to Settlement - Transaction 6087921 -
Approved By: YVILORIA : 05-08-2017:08:43:47
- Exhibit 1

05-05-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6087102 - Approved By: NOREVIEW : 05-05-2017:13:42:52

05-05-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6086933 - Approved By: NOREVIEW : 05-05-2017:12:28:17

05-05-2017 Statement
Filed by: G. DAVID ROBERTSON, ESQ.
Plaintiff Statement ... PRE-HEARING STATEMENT - Transaction 6086841 - Approved By: YVILORIA : 05-05-2017:13:41:55
- Exhibit 1
- Exhibit 2
- Exhibit 3
- Exhibit 4
- Exhibit 5
- Exhibit 6
- Exhibit 7
- Exhibit 8
- Exhibit 9
- Exhibit 10
- Exhibit 11
- Exhibit 12

05-05-2017 Statement
Filed by: COURTNEY MILLER O'MARA, ESQ.
Plaintiff Statement ... PRE HEARING STATEMENT OF DINNY FRASIER, INDIVIDUALLY - Transaction 6086295 - Approved By: PMSEWELL :
05-05-2017:12:27:28
- Exhibit 1

05-04-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6084475 - Approved By: NOREVIEW : 05-04-2017:13:01:08

05-04-2017 Notice
Filed by: MICHAEL E. SULLIVAN, ESQ.
Court

6/5/2019

Case Summary

Notice ... NOTICE OF DR. BRADLEY L. FRASIER'S POSITION WITH REGARD TO SETTLEMENT - Transaction 6084220 - Approved By: JAPARICI : 05-04-2017:12:58:50
- Exhibit 1

04-24-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6067253 - Approved By: NOREVIEW : 04-24-2017:16:09:03

04-24-2017 Ord Approving
Filed
Ord Approving ... STIPULATION TO CONTINUE EVIDENTIARY HEARING TO THE 9TH - Transaction 6067243 - Approved By: NOREVIEW : 04-24-2017:16:07:52

04-21-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6065061 - Approved By: NOREVIEW : 04-21-2017:16:56:40

04-21-2017 Stipulation to Continuance
Plaintiff Filed by: COURTNEY MILLER O'MARA, ESQ.
Stipulation to Continuance Transaction 6065049 - Approved By: CSULEZIC : 04-21-2017:16:54:03
- Exhibit 1

04-19-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6059430 - Approved By: NOREVIEW : 04-19-2017:11:49:39

04-19-2017 Ord Setting Hearing
Filed
Ord Setting Hearing ORDER SETTING EVIDENTIARY HEARING AND VACATING TRIAL - Transaction 6059424 - Approved By: NOREVIEW : 04-19-2017:11:48:38

04-18-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6056826 - Approved By: NOREVIEW : 04-18-2017:11:35:12

04-18-2017 Notice of Entry of Ord
Plaintiff Filed by: COURTNEY MILLER O'MARA, ESQ.
Notice of Entry of Ord Transaction 6056824 - Approved By: NOREVIEW : 04-18-2017:11:34:23
- Continuation

04-18-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6056818 - Approved By: NOREVIEW : 04-18-2017:11:32:44

04-18-2017 Notice of Entry of Ord
Plaintiff Filed by: COURTNEY MILLER O'MARA, ESQ.
Notice of Entry of Ord Transaction 6056814 - Approved By: NOREVIEW : 04-18-2017:11:31:53
- Continuation

04-18-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6056015 - Approved By: NOREVIEW : 04-18-2017:08:16:47

04-17-2017 Opposition to
Plaintiff Filed by: G. DAVID ROBERTSON, ESQ.
Opposition to ... OPPOSITION TO EX PARTE MOTION FOR ORDER SHORTENING TIME REGARDING MOTION TO ENFORCE SETTLEMENT AGREEMENT AND VACATE TRIAL - Transaction 6055604 - Approved By: CSULEZIC : 04-18-2017:08:15:50
- Exhibit 1

04-17-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6055070 - Approved By: NOREVIEW : 04-17-2017:14:59:45

04-17-2017 Ex-Parte Mtn
Plaintiff Filed by: COURTNEY MILLER O'MARA, ESQ.
Ex-Parte Mtn... EX PARTE MOTION FOR ORDER SHORTENING TIME REGARDING MOTION TO ENFORCE SETTLEMENT AGREEMENT AND TO VACATE TRIAL - Transaction 6054956 - Approved By: YVILORIA : 04-17-2017:14:58:46
- Exhibit 1
- Exhibit 2
- Exhibit 3

04-17-2017 Notice of Electronic Filing
Filed
Proof of Electronic Service Transaction 6053809 - Approved By: NOREVIEW : 04-17-2017:09:53:07

04-17-2017 Joinder
Plaintiff Filed by: G. DAVID ROBERTSON, ESQ.
Joinder... JOINDER IN REQUEST FOR CASE MANAGEMENT CONFERENCE - Transaction 6053664 - Approved By: CSULEZIC : 04-17-

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Case Summary

[2017:09:51:25](#)

04-17-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6053467 - Approved By: NOREVIEW : 04-17-2017:08:31:50
04-17-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6053465 - Approved By: NOREVIEW : 04-17-2017:08:31:09
04-17-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6053463 - Approved By: NOREVIEW : 04-17-2017:08:30:32
04-17-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6053454 - Approved By: NOREVIEW : 04-17-2017:08:24:48
04-17-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6053440 - Approved By: NOREVIEW : 04-17-2017:08:14:27
04-17-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6053438 - Approved By: NOREVIEW : 04-17-2017:08:13:28
04-17-2017	Ord Granting Mtn Filed Ord Granting Mtn ... TO ASSOCIATE COUNSEL - BARNET RESNICK, ESQ. - Transaction 6053439 - Approved By: NOREVIEW : 04-17-2017:08:13:28
04-17-2017	Ord Granting Mtn Filed Ord Granting Mtn ... TO ASSOCIATE COUNSEL - DAVID SHERAK, ESQ. - Transaction 6053436 - Approved By: NOREVIEW : 04-17-2017:08:12:27
04-14-2017 Plaintiff	Request Filed by: COURTNEY MILLER O'MARA, ESQ. Request REQUEST FOR CASE MANAGEMENT CONFERENCE - Transaction 6053382 - Approved By: CSULEZIC : 04-17-2017:08:30:48
04-14-2017 Plaintiff	Mtn to Enforce Agreement Filed by: COURTNEY MILLER O'MARA, ESQ. Mtn to Enforce Agreement MOTION TO APPROVE AND ENFORCE SETTLEMENT AGREEMENT AND TO VACATE TRIAL DATE - Transaction 6053381 - Approved By: CSULEZIC : 04-17-2017:08:29:57 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2- Exhibit 3
04-14-2017 Plaintiff	Mtn to Enforce Agreement Filed by: COURTNEY MILLER O'MARA, ESQ. Mtn to Enforce Agreement MOTION TO APPROVE AND ENFORCE SETTLEMENT AGREEMENT AND TO VACATE TRIAL DATE - Transaction 6053380 - Approved By: CSULEZIC : 04-17-2017:08:29:22 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2- Exhibit 3
04-14-2017 Plaintiff	Mtn to Enforce Agreement Filed by: COURTNEY MILLER O'MARA, ESQ. Mtn to Enforce Agreement MOTION TO APPROVE AND ENFORCE SETTLEMENT AGREEMENT AND TO VACATE TRIAL DATE - Transaction 6053379 - Approved By: CSULEZIC : 04-17-2017:08:23:49 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2- Exhibit 3
04-12-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6048465 - Approved By: NOREVIEW : 04-12-2017:16:17:40
04-12-2017 Plaintiff	Request for Submission Filed by: COURTNEY MILLER O'MARA, ESQ. Request for Submission MOTION TO ASSOCIATE COUNSEL FOR BARNET RESNICK FILED 3/29/17 - Transaction 6048415 - Approved By: CSULEZIC : 04-12-2017:16:16:53 PARTY SUBMITTING: COURTNEY MILLER O'MARA ESQ DATE SUBMITTED: 4/12/17 SUBMITTED BY: CS DATE RECEIVED JUDGE OFFICE:
04-12-2017 Plaintiff	Request for Submission Filed by: COURTNEY MILLER O'MARA, ESQ. Request for Submission MOTION TO ASSOCIATE COUNSEL FOR DAVID A. SHERAK FILED 3/29/17 - Transaction 6048415 - Approved By: CSULEZIC : 04-12-2017:16:16:53 PARTY SUBMITTING: COURTNEY MILLER O'MARA ESQ DATE SUBMITTED: 4/12/17

6/5/2019

Case Summary

SUBMITTED BY: CS DATE RECEIVED JUDGE OFFICE:

04-11-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6045318 - Approved By: NOREVIEW : 04-11-2017:13:21:40
04-11-2017	Ord Withdrawal of Counsel Filed Ord Withdrawal of Counsel Transaction 6045313 - Approved By: NOREVIEW : 04-11-2017:13:20:40
04-10-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6043832 - Approved By: NOREVIEW : 04-10-2017:16:45:17
04-10-2017 Court	Ex-Parte Mtn Filed by: BARRY L. BRESLOW, ESQ. Ex-Parte Mtn... DFX: EXHIBITS SHOULD BE SEPARATE ATTACHMENTS - EX PARTE MOTION TO WITHDRAW AS CO-COUNSEL - Transaction 6043719 - Approved By: PMSEWELL : 04-10-2017:16:44:15
04-07-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6039976 - Approved By: NOREVIEW : 04-07-2017:11:03:40
04-07-2017	Ord Withdrawal of Counsel Filed Ord Withdrawal of Counsel ORDER GRANTING WITHDRAWAL OF COUNSEL - Transaction 6039968 - Approved By: NOREVIEW : 04-07-2017:11:02:39
04-07-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6039417 - Approved By: NOREVIEW : 04-07-2017:08:09:54
04-06-2017 Court	Request for Submission Filed by: AARON BART FRICKE, ESQ. Request for Submission Transaction 6039401 - Approved By: YVILORIA : 04-07-2017:08:08:55 DOCUMENT TITLE: JOINT MOTION FOR WITHDRAWAL OF ATTORNEY FILED 3-24-17 PARTY SUBMITTING: AARON BART FRICKE ESQ DATE SUBMITTED: APRIL 7, 2017 SUBMITTED BY: YVILORIA DATE RECEIVED JUDGE OFFICE:
03-29-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6022454 - Approved By: NOREVIEW : 03-29-2017:10:28:12
03-29-2017 Plaintiff	Association of Counsel Filed by: COURTNEY MILLER O'MARA, ESQ. Association of Counsel MOTION TO ASSOCIATE COUNSEL - (BARNET RESNICK, ESQ.) - Transaction 6022348 - Approved By: TBRITTON : 03-29-2017:10:26:06 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2- Exhibit 3- Exhibit 4
03-29-2017 Plaintiff	Association of Counsel Filed by: COURTNEY MILLER O'MARA, ESQ. Association of Counsel MOTION TO ASSOCIATE COUNSEL - (DAVID A. SHERAK, ESQ.) - Transaction 6022348 - Approved By: TBRITTON : 03-29-2017:10:26:06 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2- Exhibit 3- Exhibit 4
03-28-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6021131 - Approved By: NOREVIEW : 03-28-2017:14:18:52
03-28-2017 Plaintiff	Notice of Appearance Filed by: COURTNEY MILLER O'MARA, ESQ. Notice of Appearance COURTNEY O'MARA ESQ - Transaction 6021044 - Approved By: CSULEZIC : 03-28-2017:14:17:53
03-24-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 6016975 - Approved By: NOREVIEW : 03-24-2017:14:34:25
03-24-2017 Court	Motion Filed by: AARON BART FRICKE, ESQ. Motion ... Joint Motion for Withdrawal of Counsel - Transaction 6016957 - Approved By: YVILORIA : 03-24-2017:14:33:04 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2- Exhibit 3

6/5/2019

Case Summary

03-03-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 5978388 - Approved By: NOREVIEW : 03-03-2017:09:50:56
03-03-2017	Order... Filed Order ... ORDER REGARDING HEARING - Transaction 5978383 - Approved By: NOREVIEW : 03-03-2017:09:49:39
03-02-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 5977058 - Approved By: NOREVIEW : 03-02-2017:13:47:50
03-02-2017 Court	Notice of Appearance Filed by: AARON BART FRICKE, ESQ. Notice of Appearance Notice of Appearance of Attorney, Aaron Bart Fricke, OBO Amy Frasier - Transaction 5976927 - Approved By: CSULEZIC : 03-02-2017:13:46:49
02-27-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 5967685 - Approved By: NOREVIEW : 02-27-2017:08:09:48
02-24-2017 Plaintiff	Report Filed by: G. DAVID ROBERTSON, ESQ. Report... STATUS REPORT - Transaction 5967515 - Approved By: CSULEZIC : 02-27-2017:08:08:27
01-30-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 5922386 - Approved By: NOREVIEW : 01-30-2017:08:19:12
01-30-2017	Ord Accepting Reassignment Filed Ord Accepting Reassignment ORDER ACCEPTING RANDOM ASSIGNMENT AND TO FILE - Transaction 5922382 - Approved By: NOREVIEW : 01-30-2017:08:18:13
01-26-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 5918907 - Approved By: NOREVIEW : 01-26-2017:14:35:42
01-26-2017 Court	Response Filed by: MICHAEL E. SULLIVAN, ESQ. Response... to Supplemental Petition for Instructions - Transaction 5918445 - Approved By: PMSEWELL : 01-26-2017:14:34:28 <ul style="list-style-type: none">- Exhibit 1- Exhibit 2- Exhibit 3- Exhibit 4- Exhibit 5- Exhibit 6- Exhibit 7- Exhibit 8- Exhibit 9- Exhibit 10- Exhibit 11- Exhibit 12
01-12-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 5895770 - Approved By: NOREVIEW : 01-12-2017:15:16:39
01-12-2017 Court	Notice of Entry of Ord Filed by: MICHAEL E. SULLIVAN, ESQ. Notice of Entry of Ord Transaction 5895760 - Approved By: NOREVIEW : 01-12-2017:15:15:38 <ul style="list-style-type: none">- Continuation
01-11-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 5893797 - Approved By: NOREVIEW : 01-11-2017:16:01:49
01-11-2017	Ord Admit to Practice PerSCR42 Filed Ord Admit to Practice PerSCR42 [KRISTEN E. CAVERLY - ks] - Transaction 5893787 - Approved By: NOREVIEW : 01-11-2017:16:00:42
01-11-2017	Notice of Electronic Filing Filed Proof of Electronic Service Transaction 5892492 - Approved By: NOREVIEW : 01-11-2017:11:09:48
01-11-2017 Court	Motion Filed by: MICHAEL E. SULLIVAN, ESQ.

6/5/2019

Case Summary

Motion ... Associate Counsel - Transaction 5892059 - Approved By: PMSEWELL : 01-11-2017:11:08:52
- Exhibit 1
- Exhibit 2
- Exhibit 3

Notice of Electronic Filing

12-28-2016

Filed

Proof of Electronic Service Transaction 5873891 - Approved By: NOREVIEW : 12-28-2016:09:44:34

***Minutes

12-28-2016

Filed

***Minutes STATUS CONFERENCE - 12-6-16 - Transaction 5873877 - Approved By: NOREVIEW : 12-28-2016:09:43:24

Notice of Electronic Filing

12-01-2016

Filed

Proof of Electronic Service Transaction 5832101 - Approved By: NOREVIEW : 12-01-2016:14:40:28

Application for Setting

12-01-2016
Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Application for Setting STATUS CONFERENCE - DECEMBER 6, 2016 AT 3:00 PM - Transaction 5831900 - Approved By: TBRITTON : 12-01-2016:14:39:32

Notice of Electronic Filing

11-29-2016

Filed

Proof of Electronic Service Transaction 5826333 - Approved By: NOREVIEW : 11-29-2016:13:30:00

Supplemental Petition

11-29-2016
Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Supplemental Petition SUPPLEMENTAL PETITION FOR INSTRUCTIONS - Transaction 5826254 - Approved By: CSULEZIC : 11-29-2016:13:29:01

Notice of Electronic Filing

10-17-2016

Filed

Proof of Electronic Service Transaction 5760799 - Approved By: NOREVIEW : 10-17-2016:14:18:35

***Minutes

10-17-2016

Filed

***Minutes 10/5/16 STATUS HEARING - Transaction 5760795 - Approved By: NOREVIEW : 10-17-2016:14:15:55

Notice of Electronic Filing

10-05-2016

Filed

Proof of Electronic Service Transaction 5742650 - Approved By: NOREVIEW : 10-05-2016:16:04:51

Ord After Hearing

10-05-2016

Filed

Ord After Hearing... Transaction 5742649 - Approved By: NOREVIEW : 10-05-2016:16:04:01

Notice of Electronic Filing

08-29-2016

Filed

Proof of Electronic Service Transaction 5683090 - Approved By: NOREVIEW : 08-29-2016:17:13:48

Notice of Entry of Ord

08-29-2016
Plaintiff

Filed by: RICHARD D. WILLIAMSON, ESQ.

Notice of Entry of Ord Transaction 5683088 - Approved By: NOREVIEW : 08-29-2016:17:10:58
- Continuation

Notice of Electronic Filing

08-29-2016

Filed

Proof of Electronic Service Transaction 5682290 - Approved By: NOREVIEW : 08-29-2016:14:20:01

Ord Affirming Master Recommend

08-29-2016

Filed

Ord Affirming Master Recommend Transaction 5682287 - Approved By: NOREVIEW : 08-29-2016:14:19:09

Notice of Electronic Filing

08-18-2016

Filed

Proof of Electronic Service Transaction 5665326 - Approved By: NOREVIEW : 08-18-2016:10:32:23

***Minutes

08-18-2016

Filed

***Minutes 8/11/16 IN CHAMBERS CONFERENCE - Transaction 5665322 - Approved By: NOREVIEW : 08-18-2016:10:31:26

Notice of Electronic Filing

08-03-2016

Filed

Proof of Electronic Service Transaction 5639976 - Approved By: NOREVIEW : 08-03-2016:11:16:21

08-03-2016

Application for Setting - eFile

Filed

6/5/2019

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Application for Setting eFile SETTING ORAL ARGUMENT AUGUST 11, 2016 - Transaction 5639966 - Approved By: NOREVIEW : 08-03-2016:11:13:49

Notice of Electronic Filing

08-02-2016

Filed

Proof of Electronic Service Transaction 5638834 - Approved By: NOREVIEW : 08-02-2016:15:50:13

Amended

08-02-2016

Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Amended ... AMENDED NOTICE OF APPEARANCE OF G. DAVID ROBERTSON, ESQ. - Transaction 5638434 - Approved By: RKWATKIN : 08-02-2016:15:49:12

Notice of Electronic Filing

08-01-2016

Filed

Proof of Electronic Service Transaction 5636910 - Approved By: NOREVIEW : 08-01-2016:16:38:07

Notice of Appearance

08-01-2016

Plaintiff

Filed by: G. DAVID ROBERTSON, ESQ.

Notice of Appearance DAVID ROBERTSON ESQ - Transaction 5636325 - Approved By: CSULEZIC : 08-01-2016:16:37:06

Notice of Electronic Filing

07-27-2016

Filed

Proof of Electronic Service Transaction 5628935 - Approved By: NOREVIEW : 07-27-2016:09:31:21

Ord to Set

07-27-2016

Filed

Ord to Set Transaction 5628924 - Approved By: NOREVIEW : 07-27-2016:09:30:18

Notice of Electronic Filing

07-01-2016

Filed

Proof of Electronic Service Transaction 5590105 - Approved By: NOREVIEW : 07-01-2016:09:35:13

Notice of Change of Attorney

06-30-2016

Plaintiff

Filed by: RICHARD D. WILLIAMSON, ESQ.

Notice of Change of Attorney NOTICE OF DISASSOCIATION OF MARILEE BRETERNITZ, ESQ. AND NOTICE OF APPEARANCE OF JONATHAN J. TEW, ESQ. - Transaction 5589596 - Approved By: TBREITTON : 07-01-2016:09:34:04

Notice of Electronic Filing

05-27-2016

Filed

Proof of Electronic Service Transaction 5536722 - Approved By: NOREVIEW : 05-27-2016:11:54:59

Master Recommend/Ord PC

05-27-2016

Filed

Master Recommend/Ord PC COMMISSIONER'S REFERRAL OF MATTER TO PROBATE JUDGE FOR JUDICIAL REVIEW PER WDCR 57.3(8) - Transaction 5536717 - Approved By: NOREVIEW : 05-27-2016:11:52:31

Notice of Electronic Filing

05-26-2016

Filed

Proof of Electronic Service Transaction 5535621 - Approved By: NOREVIEW : 05-26-2016:16:43:37

Reply

05-26-2016

Plaintiff

Filed by: RICHARD D. WILLIAMSON, ESQ.

Reply... REPLY TO DR. FRASIER'S RESPONSE TO THE APRIL 21, 2016 RECOMMENDATION FOR ORDER - Transaction 5535522 - Approved By: YVILORIA : 05-26-2016:16:42:34

Notice of Electronic Filing

05-19-2016

Filed

Proof of Electronic Service Transaction 5523558 - Approved By: NOREVIEW : 05-19-2016:14:22:15

Response

05-19-2016

Court

Filed by: SCOTT L. HERNANDEZ, ESQ.

Response... RESPONSE TO RECOMMENDATION FOR ORDER GRNATING PETITION FOR CONFIRMATION OF TRUSTEES, FOR CONSTRUCTION OF THE TRUST INSTRUMENTS AND FOR INSTRUCTIONS - Transaction 5523315 - Approved By: YVILORIA : 05-19-2016:14:21:14

Notice of Electronic Filing

05-19-2016

Filed

Proof of Electronic Service Transaction 5522238 - Approved By: NOREVIEW : 05-19-2016:08:15:42

Notice of Appearance

05-18-2016

Court

Filed by: SCOTT L. HERNANDEZ, ESQ.

Notice of Appearance MICHAEL E SULLIVAN ESQ , BARRY L BRESLOW ESQ, SCOTT L HERNANDEZ ESQ / INST BRADLEY FRASIER - Transaction 5522005 - Approved By: YVILORIA : 05-19-2016:08:14:44

Notice of Electronic Filing

04-22-2016

Filed

Proof of Electronic Service Transaction 5480793 - Approved By: NOREVIEW : 04-22-2016:12:34:26

04-22-2016

6/5/2019

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Plaintiff

Notice of Entry ...

Filed by: RICHARD D. WILLIAMSON, ESQ.

Notice of Entry ... Transaction 5480790 - Approved By: NOREVIEW : 04-22-2016:12:33:27
- Continuation

04-21-2016

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 5478108 - Approved By: NOREVIEW : 04-21-2016:11:57:57

Master Recommend/Ord PC

04-21-2016

Filed

Master Recommend/Ord PC RECOMMENDATION FOR ORDER GRANTING PETITION FOR CONFIRMATION OF TRUSTEES, FOR CONSTRUCTION OF THE TRUST INSTRUMENTS, AND FOR INSTRUCTIONS - Transaction 5478098 - Approved By: NOREVIEW : 04-21-2016:11:56:49

04-21-2016

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 5477699 - Approved By: NOREVIEW : 04-21-2016:10:37:26

***Minutes

04-21-2016

Filed

***Minutes 04-13-16 PETITION FOR CONFIRMATION OF TRUSTEES, FOR CONSTRUCTION OF THE TRUST INSTRUMENTS, AND FOR INSTRUCTIONS. - Transaction 5477696 - Approved By: NOREVIEW : 04-21-2016:10:36:36

03-14-2016

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 5414737 - Approved By: NOREVIEW : 03-14-2016:10:54:04

03-14-2016

Affidavit of Mailing

Plaintiff

Filed by: RICHARD D. WILLIAMSON, ESQ.

Affidavit of Mailing - PR Transaction 5414641 - Approved By: CSULEZIC : 03-14-2016:10:52:36

03-10-2016

Notice of Electronic Filing

Filed

Proof of Electronic Service Transaction 5410171 - Approved By: NOREVIEW : 03-10-2016:13:06:40

03-10-2016

Notice of Hearing

Plaintiff

Filed by: RICHARD D. WILLIAMSON, ESQ.

Notice of Hearing 4/13/16 @10:00 - Transaction 5410011 - Approved By: CSULEZIC : 03-10-2016:13:05:54

03-02-2016

Other Prob/Trust 200K or more

Plaintiff

Filed by: RICHARD D. WILLIAMSON, ESQ.

\$Other Prob/Trust 200K or more PETITION FOR CONFIRMATION OF TRUSTEES, FOR CONSTRUCTION OF THE TRUST INSTRUMENTS AND FOR INSTRUCTIONS - Transaction 5396426 - Approved By: CSULEZIC : 03-02-2016:14:34:54
- Exhibit 1

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Doyle Law Office, PLLC and that on the 11th day of June, 2019, a true and correct copy of the above **APPELLANT'S APPENDIX** 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 11th day of June, 2019.

_____/s Kerry S. Doyle
Kerry S. Doyle

Kerry S. Doyle, Esq.
Nevada Bar No. 10866
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(775) 525-0889
kerry@rdoylelaw.com

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

APPELLANT'S APPENDIX

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EXHIBIT “8”

EXHIBIT “8”

EXHIBIT “8”

**THIRD AMENDMENT AND RESTATEMENT OF
THE SURVIVOR'S TRUST CREATED UNDER THE JORDAN DANA FRASIER
FAMILY TRUST DATED DECEMBER 29, 1980**

ORIGINAL

ARTICLE ONE. CREATION OF TRUST

1.1 Preamble

Dinny G. Frasier is one of the settlors and co-trustees of the Jordan Dana Frasier Family Trust dated December 29, 1980, as amended and restated on September 21, 1999, as amended on March 15, 2000, and as amended on June 7, 2000, by Jordan Dana Frasier and Dinny G. Frasier as settlors and as trustees. Jordan Dana Frasier died on October 22, 2014, and pursuant to the terms of the trust agreement, the trust was thereupon divided into the Tax Exemption Trust and the Survivor's Trust.

On May 29, 2015, Dinny G. Frasier exercised her power to amend and restate the Survivor's Trust created under the Jordan Dana Frasier Family Trust and executed the First Amendment and Restatement of the Survivor's Trust created under the Jordan Dana Frasier Family Trust dated December 29, 1980, as the surviving settlor and co-trustee. On June 24, 2016, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Second Amendment to the Jordan Dana Frasier Family Trust, as the surviving settlor and co-trustee.

In Section 3(a) of the Survivor's Trust, Dinny G. Frasier reserved the right to amend the Survivor's Trust, in the following language:

"a. Power to Revoke and Amend. While I am alive, I may at any time or times amend any provision of my Trust Agreement or revoke my Trust in whole or in part."

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

The surviving settlor now wishes to exercise her right of amendment and, to that end, does hereby amend the trust pertaining to the Survivor's Trust in the terms set forth in this amended and restated trust. The trustees hereby consent to the terms of this amended and restated agreement. The parties agree that upon execution of this instrument, that trust agreement shall be replaced in whole, and the terms of this amended and restated trust agreement shall supersede the terms of that trust agreement for all purposes. The settlor and the trustees confirm that all assets currently titled in the name of the trustees of the Survivor's Trust created under the Jordan Dana Frasier Family Trust shall continue to be held by the trustees as trust assets of the amended and restated trust.

1.2 Name of Trust

The name of the trust created by this instrument shall be the Survivor's Trust created under the Jordan Dana Frasier Family Trust dated December 29, 1980.

1.3 Effective Date

This agreement shall be effective immediately on execution by all the parties.

1.4 Marital Status

The settlor is not currently married.

1.5 Identification of Living Children

The settlor has three (3) living children, as follows:

<u>Name</u>	<u>Date of Birth</u>	<u>Child's Father</u>
Bradley Frasier		Jordan Dana Frasier
Amy Frasier Wilson		Jordan Dana Frasier
Nori Frasier Cady		Jordan Dana Frasier

1.6 No Deceased Children

The settlor has no deceased children.

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ARTICLE TWO. TRUST ESTATE

2.1 Definition of Trust Estate

All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The trustee shall hold, administer, and distribute the property described in any schedules of property (which are attached hereto and made a part of this trust instrument), any other property that may be hereafter subject to this trust, and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

2.2 Additions to Trust

From time to time, the trustee may accept additions to this trust from any source. All such additions shall become a part of the trust estate and shall be held, administered, and distributed in accordance with the terms of this instrument. That additional property shall become part of the trust estate upon written acceptance of it by the trustee. Any additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the trustee, as trustee of this trust, or any alternate or successor trustee acting under this instrument, shall be deemed to be a transfer to this trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the trust estate.

ARTICLE THREE. RIGHTS AND POWERS OF SETTLOR

3.1 Power of Revocation and Amendment

This trust may be amended, revoked, or terminated by the settlor, in whole or in part, at any time during her lifetime. After the settlor's death, this trust shall become irrevocable and shall not be subject to amendment after the death of the settlor.

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3.2 Method of Revocation or Amendment

Any amendment, revocation, or termination of this trust shall be made by written instrument signed by the settlor and delivered (in person or by certified mail) to the trustee. An exercise of the power of amendment substantially affecting the duties, rights, and liabilities of the trustee shall be effective only if agreed to by the trustee in writing. The method of amendment and revocation provided in this section is the exclusive method of such amendment or revocation.

3.3 Delivery of Property After Revocation

After any revocation or termination, the trustee shall promptly deliver the designated property to the settlor.

3.4 Trustee's Retention of Assets on Revocation

In the event of any revocation of all or part of the trust, the trustee shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities the trustee has lawfully incurred in administering the trust and any fees that have been earned by the trustee, until such time as those liabilities have been discharged and fees paid, unless the settlor indemnifies the trustee against loss or expense.

3.5 Settlor's Power to Approve Trust Investments

Notwithstanding any other provision in this instrument, during the settlor's lifetime, the trustee shall not sell, exchange, or invest trust property without obtaining the settlor's prior written approval. After the settlor's death, the trustee need not obtain any person's prior approval of sales, exchanges, or investments of trust property.

3.6 Exercise of Rights and Powers of Settlor By Others

Any right or power that the settlor could exercise personally under the terms of this instrument, excluding any power to amend, revoke, or terminate this trust, may be exercised for

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and on behalf of the settlor by any attorney in fact who, at the time of the exercise, is duly appointed and acting for the settlor under a valid and enforceable durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act, or any successor statute, or, if there is no such attorney in fact, by a duly appointed and acting conservator of the settlor, after petition to the court in accordance with California Probate Code Section 2580, or any successor statute. The power to amend, revoke, or terminate this trust is personal to the settlor and may not be exercised by any other person or entity.

ARTICLE FOUR. DISTRIBUTIONS DURING SETTLOR'S LIFE

4.1 Payment of Income During Settlor's Life

So long as the settlor is living, the trustee shall pay to or apply for the benefit of the settlor all of the net income of the trust, in monthly or other convenient installments (but not less often than annually) as the settlor and the trustee may agree on from time to time.

4.2 Distributions of Principal During Settlor's Lifetime

From time to time during the settlor's lifetime, the trustee shall distribute to or apply for the benefit of the settlor as much of the principal of the trust as the trustee, in the trustee's discretion, deems proper for the settlor's comfort, welfare, and happiness. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources then readily available to the settlor for use for these purposes and that are then known to the trustee. All decisions of the trustee regarding payments under this section, if any, are within the trustee's discretion.

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4.3 Distributions of Principal at Request of Settlor

During the settlor's lifetime, the trustee shall distribute to the settlor such amounts from the principal of the trust, up to the whole thereof, as the settlor may from time to time request of the trustee in writing.

4.4 Requests on Behalf of the Settlor Unable to Do So Personally

If, at any time, the settlor is unable personally to make a request of the trustee to withdraw principal of the trust, the settlor's right to make the request may be exercised for or in her behalf by an attorney in fact who, at the time of the exercise, is duly appointed and acting for the settlor under a valid and enforceable durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act, or any successor statute. If there is no such attorney in fact, then the trustee shall have the discretion to make any principal distribution to or for the benefit of the settlor that the settlor could have requested personally if she were able to do so. In making any principal distribution under this section (whether pursuant to a request by an attorney in fact or not), the trustee shall pay as much of the principal as the trustee, in the trustee's discretion, deems necessary for the settlor's health, education, support, and maintenance. The trustee shall have discretion to determine when the settlor is unable personally to request principal payments from the trustee for purposes of this section.

4.5 Trustee's Power to Make Gifts at Direction of Settlor

During the settlor's lifetime, the trustee shall distribute such sums of trust principal to such person or persons who are the natural objects of the settlor's bounty, as the settlor may direct in writing. In the event that the settlor is unable to direct the trustee in writing under this section due to incapacity, such direction may be made on the settlor's behalf by a duly authorized attorney in fact acting under a valid durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act (or successor statute); provided, however, that the

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amount of such gifts pursuant to the direction of an attorney in fact to any one person in any one year shall not exceed the amounts excluded from gift tax under Sections 2503(b) and (e) of the Internal Revenue Code (or successor statute).

ARTICLE FIVE. DISTRIBUTIONS AFTER SETTLOR'S DEATH

5.1 Payment of Death Taxes, Debts, and Expenses on Statement From Personal Representative

After the settlor's death, on receipt by the trustee of a written statement from the personal representative of the settlor's estate requesting that the trustee pay death taxes, debts, and expenses (as defined in Article Seven), with respect to any property in the settlor's estate, the trustee shall pay, either directly or to the personal representative, any amounts requested by the personal representative for those purposes, in the manner specified below. The trustee may rely on the personal representative's statement and shall not be liable for any act or omission by the personal representative in protesting or failing to protest the legality, propriety, or amount of the death taxes, debts, or expenses. If there is no personal representative, the trustee shall make the payments directly. Payments of debts and expenses shall be made by the trustee from the trust estate. All death taxes payable by reason of the settlor's death shall be prorated and apportioned among the persons interested in the settlor's estate as provided in the California Probate Code. The trustee shall not pay death taxes, debts, and expenses or other obligations of the settlor or the settlor's estate from proceeds of insurance policies on the settlor's life if making those payments would be the sole cause of the proceeds being includable in the settlor's gross estate for federal estate tax purposes.

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5.2 Trustee's Power to Defer Division or Distribution

Whenever the trustee is directed to divide any part of the trust estate or distribute trust assets on the death of the settlor, the trustee may, in the trustee's discretion, defer actual division or distribution for such reasonable period of time as is needed to effectively identify, take possession of, value, divide, and distribute the assets of the trust. During this time of deferral, the trustee may manage the trust assets through a single administrative trust. The ability of the trustee to delay division or distribution shall not affect the vesting of interests, which shall be as of the date of death.

5.3 Disposition of Trust Estate

On the death of the settlor, the remaining trust property (including all income then accrued but uncollected and all income then remaining in the hands of the trustee) shall be disposed of as follows:

(a) One-third (1/3) to the Irvine Community Alliance Fund – Designation: Animal Care Center (EIN: 33-0258368), for the city animal shelter located at 6443 Oak Canyon, Irvine, California 92618, to be used to facilitate the training of dogs by certified dog trainers, such as, for example and not by way of limitation, to establish a schedule of classes to certify dog trainers, in recognition of Dinny G. Frasier.

(b) One-third (1/3) to Chapman University (EIN: 95-1643992), located at 1 University Dr., Orange, California 92866, to be used to set up an endowment fund to provide scholarships to students and prospective students based on financial need and scholastic merit. The name of the endowment shall be the "Dinny G. Frasier Endowment for Deserving Students." The endowment fund and scholarship process shall be overseen by a committee to be comprised of the following individuals and/or entities:

- (i) Bruce Schwartz, or his designee;
- (ii) Then-current Dean of Students at Chapman University, or its designee; and
- (iii) Chris Lombardo or the then-current Executive Director of Business Services of the Orange County Department of Education, or his designee.

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(c) One-ninth (1/9) to the American Society for Prevention of Cruelty to Animals ("ASPCA") (EIN: 13-1623829), located at 424 East 92nd St., New York, New York 10128, to be used for its general funds, in recognition of Dinny G. Frasier.

(d) One-ninth (1/9) to Temple Beth Sholom of Orange County, Inc. (EIN: 95-2263896), located at 2625 N. Tustin Ave., Irvine, California 92705, to be used to fund maintenance and capital improvements, in recognition of Dinny G. Frasier.

(e) One-ninth (1/9) to the St. Jude Children's Research Hospital, Inc. (EIN: 62-0646012), located at 262 Danny Thomas Place, Memphis, Tennessee 38105, to be used for its general funds, in recognition of Dinny G. Frasier.

If any of the above entities is unable or unwilling to receive the gift for any reason, the share otherwise allocable to that entity shall instead be distributed to the remaining entities, in proportion to their respective interests.

If the remaining trust property is not completely disposed of by the preceding provision, the undisposed-of portion shall be distributed to those entity(ies) chosen by the trustee at its sole and absolute discretion.

ARTICLE SIX. TRUSTEE

6.1 Settlor's Power to Designate Successor Cotrustees

While Dinny G. Frasier is alive and competent, she shall have the right to add a trustee, or to remove and replace any other trustee at any time without cause. Written notice of removal shall be effective immediately when signed by the person or persons authorized to make the removal and delivered to the trustee being removed personally, or within three business days after mailing by certified mail, return receipt requested. The written notice removing a trustee shall identify the successor trustee appointed.

6.2 Successor Corporate Co-Trustee

Dinny G. Frasier appoints Farmers and Merchants Trust Company, Laguna Hills Branch, as corporate co-trustee.

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6.3 Definition of Trustee

Reference in this instrument to "the trustee" shall be deemed a reference to whoever is serving as trustee or cotrustees, and shall include alternate or successor trustees or cotrustees, unless the context requires otherwise.

6.4 Prohibited Trustee

Notwithstanding any other provision in this instrument, in no event shall the settlor's issue be appointed to serve as trustee.

6.5 Waiver of Bond

No bond or undertaking shall be required of any individual who serves as a trustee under this instrument.

6.6 Compensation of Individual Trustees

Each individual who is a trustee under this instrument shall be entitled to reasonable compensation for services rendered, payable without court order.

6.7 Compensation of Corporate Trustee

Any corporate trustee serving under this trust instrument shall be entitled to reasonable compensation for its services in accordance with its standard schedule of trust fees, as existing from time to time.

6.8 Procedure for Resignation

Any trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty (30) days before the time the resignation is to take effect, to the settlor, if living, to any other trustee then acting, to any persons authorized to designate a successor trustee, to all trust beneficiaries known to the trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor trustee. A resignation shall be effective on written acceptance of the trust by the successor trustee.

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6.9 General Powers of Trustee

To carry out the purposes of the trust created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on trustees by law:

- (a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.
- (b) Engage in any transactions with the personal representative of the estate of the settlor that are in the best interest of any trusts created in this instrument.
- (c) Manage, control, improve, and maintain all real and personal trust property.
- (d) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.
- (e) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the trustee deems advisable.
- (f) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the trustee in the management of any trusts created under this trust instrument, and compensate them from the trust property.
- (g) With respect to securities held in trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.

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- (h) Hold securities or other trust property in the trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.
- (i) Deposit securities in a securities depository that is either licensed or exempt from licensing.
- (j) Borrow money for any trust purpose from any person or entity, including one acting as trustee hereunder, on such terms and conditions as the trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the trustee.
- (k) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the trustee deems advisable to protect the trust property against damage or loss, and to protect the trustee against liability with respect to third persons.
- (l) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.
- (m) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.
- (n) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.
- (o) At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the trustee in the performance of the trustee's duties, and employ and compensate attorneys, advisers, and other agents as the trustee deems advisable.

6.10 Power to Retain Trust Property

The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, as long as the trustee considers that retention in the best interests of the trust or in furtherance of the goals of the settlor in creating the trust, as determined from this trust

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instrument, but subject to the standards of the prudent investor rule as set forth in the California Uniform Prudent Investor Act, as amended from time to time.

6.11 Trustee's Power to Invest Property

Subject to the standards of the prudent investor rule as stated in the California Uniform Prudent Investor Act, as amended from time to time, the trustee shall have the power to invest and manage the trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust.

6.12 Power Over Unproductive Property

The trustee shall have the power to retain or acquire unproductive or underproductive property.

6.13 Power to Operate Business

The trustee shall have the power to hold and operate any business or enterprise that is or becomes trust property, on such terms and for such a time as the trustee, in the trustee's discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in, any business or other enterprise on behalf of the trust; or to sell, dissolve, liquidate, or terminate any such business. The trustee shall also have the power to incorporate, reorganize, or otherwise change the form of a business or enterprise that is part of the trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner, as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the trust, and without liability on the part of the trustee for any resulting losses. The trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the trustee deems advisable.

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6.14 Power to Operate Farm or Ranch

The trustee shall have the power to continue to hold, operate, sell, purchase, acquire, invest in, or liquidate any farming or ranch property, or any interest in farming or ranching property, whether organized as a sole proprietorship, general or limited partnership, corporation, or otherwise, on such terms and for such time as the trustee, in the trustee's discretion, deems advisable. Any such operation, sale, purchase, acquisition, investment, or liquidation, in good faith, shall be at the risk of the trust and without liability on the part of the trustee for any resulting losses. The trustee shall have all powers necessary or appropriate to carry out the management of such farming and ranching property. The trustee shall also have the power to incorporate any farming or ranching property, or any interest therein, and to hold the stock as a trust asset; to borrow money for any purpose related to the operation, or the acquisition or disposition, of any such farming or ranching interests; and to employ agents in the management and operation of that property. The net profits and losses from the farming and ranching operations conducted by the trust shall be computed in accordance with recognized methods of accounting for comparable activities. The net profits from these activities shall become trust income. The net losses from these activities shall not reduce other trust income for the fiscal or calendar year during which they occur, but shall be carried into subsequent fiscal or calendar years and reduce the net profits of the business for those years.

6.15 Power to Self-Deal

The trustee, acting as an individual or as a trustee of another trust not created by this trust instrument, shall have the power to perform the following acts with respect to the property of any trust under this trust instrument: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; lend or advance funds to the trust, with interest at then-prevailing rates, and

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receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a trustee. The trustee, acting as trustee of another trust established by the settlor or another trust established for the benefit of any one or more of the beneficiaries of the trust, shall have the power to borrow funds from the trust with interest at then-prevailing rates, and give security for the loans in any commercially reasonable form.

6.16 Powers Regarding Subchapter S Stock

If at any time the trust estate includes shares of stock in any corporations that have elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (IRC Section 1361 et seq., or any successor sections), then notwithstanding any other provision of this instrument, the trustee shall at all times manage those shares, and administer the trust estate, in a manner that will maintain the S corporation status. To satisfy this obligation, but without limiting the discretion of the trustee to take any action to protect the S corporation status, the trustee shall act as follows:

(a) Allocation or Distribution to Permitted Shareholders

The trustee shall allocate or distribute shares of S corporation stock only to those trusts or those beneficiaries that are permitted to be shareholders of an S corporation.

(b) Qualified Subchapter S Trust Provisions

If shares of S corporation stock are allocated to any trust created under this instrument and that trust does not otherwise qualify as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section, then notwithstanding any other provision of this instrument, that trust (or any portion of that trust containing S corporation stock) shall be administered so as to ensure that it is a Qualified Subchapter S Trust (QSST), an Electing Small Business Trust (ESBT), or some other form of trust that qualifies as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section. The S corporation stock in each such trust shall be held in separate share trusts (within the meaning of Internal Revenue Code Section 663(c), or any successor section) for each beneficiary; and all other property in each trust shall be held in a separate trust, which shall continue to be

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administered in accordance with the terms of this instrument. With respect to the separate share trusts holding S corporation stock, the trustee shall make distributions of income and principal, and otherwise administer the trusts, to ensure that those trusts do not become ineligible shareholders of an S corporation. To the extent that the terms of this instrument are inconsistent with those separate share trusts qualifying as permitted shareholders of an S corporation, those terms shall be disregarded.

(c) Other Trustee Administrative Powers

The trustee shall have the power (1) to enter into agreements with other shareholders or with the corporation relating to transfers of S corporation stock or the management of the S corporation; and (2) to allocate amounts received, and the tax on undistributed income, between income and principal. During the administration of a trust holding S corporation stock, the trustee may allocate tax deductions and credits arising from ownership of S corporation stock between income and principal. In making those allocations, the trustee shall consider that the beneficiary is to have the enjoyment of the property at least equal to that ordinarily associated with an income interest.

(d) Beneficiary Agreement

The trustee shall not distribute any S corporation stock to any beneficiary unless, prior to that distribution, the beneficiary enters into a written agreement with the S corporation stating the following: (1) that the beneficiary will consent to any election to qualify the corporation as an S corporation; (2) that the beneficiary will not interfere with the S corporation maintaining its S corporation status; (3) that the beneficiary will not transfer the S corporation stock to any transferee who does not agree to execute a similar consent; (4) that the beneficiary will not transfer the stock in a manner that will cause a termination of S corporation status under the then applicable federal and state tax law and regulations; and (5) that the beneficiary will join in any attempt to obtain a waiver from the Internal Revenue Service of a terminating event on the grounds of inadvertence if S corporation status is inadvertently terminated and the S corporation or any shareholder desires that S corporation status should continue.

(e) Certificate to Bear Legend

If the trustee receives any shares of S corporation stock whose stock certificates bear a legend stating that the transfer, pledge, assignment, hypothecation, or other disposition of the stock is subject to the terms set forth in the preceding subsection, then the stock certificates shall also bear that legend when the trustee distributes those shares of S corporation stock to a beneficiary.

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6.17 No Duty to Segregate

Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

6.18 Power to Divide or Combine Trusts

The trustee shall have the power to divide a single trust into separate shares, each to be administered in accordance with the terms and conditions of the single trust from which they were created, when the trustee, in the trustee's discretion, determines that division is desirable or advisable in view of tax considerations (including considerations related to the income tax, the gift tax, the estate tax, or the generation-skipping transfer tax) or other objectives of the trusts and their beneficiaries. The trustee shall not be required to make a physical segregation or division of the various trust shares created under this trust instrument, except as segregation or division may be required by reason of the termination and distribution of any of the trusts, but the trustee shall keep separate accounts and records for different undivided interests. The trustee, in the trustee's discretion, shall have the further power to combine two or more trusts having substantially the same terms into a single trust for purposes of administration, when tax or other factors indicate that such combination would be desirable or advisable.

6.19 Trustee's Power to Determine Income and Principal

Unless otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of any trust under this instrument and the apportionment and allocation of receipts, expenses, and other charges between principal and income shall be governed by the provisions of the California Uniform Principal and Income Act

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from time to time existing. The trustee in the trustee's discretion shall determine any matter not provided for either in this instrument or in the California Uniform Principal and Income Act.

6.20 Early Termination of Trusts

The trustee shall have the power, in the trustee's discretion, to terminate any trust created under this trust instrument whenever the fair market value of the trust falls below one hundred thousand dollars (\$100,000.00), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical, or contrary to the purposes of the trust. Continuing administration shall be uneconomical if the trustee determines that, with reference to the trust fee schedules then in effect for corporate fiduciaries in the area in which the trust is being administered, the trust would be subject to the minimum trust administration fees of those fiduciaries, regardless of the value of the trust. On termination, the trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust.

6.21 Division or Distribution in Cash or Kind

In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution.

6.22 Payments to Legally Incapacitated Persons

If at any time any trust beneficiary is a minor, or it appears to the trustee that any trust beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or

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make intelligent or responsible use of the payments, then the trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to the beneficiary's custodian under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-five (25); to one or more suitable persons as the trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. If there is no custodian then-serving or nominated to serve by the settlor for a beneficiary, the personal representative or trustee, as the case may be, shall designate the custodian. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

6.23 Trustee's Liability

No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from that trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for the acts or omissions of any cotrustee, predecessor trustee, or agent employed by the trustee.

6.24 Written Notice to Trustee

Until the trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

6.25 Duty to Account

The trustee shall render accounts at least annually, at the termination of a trust, and on a change of trustees to the persons and in the manner required by law. When a predecessor trustee

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has failed to render accounts as required under this provision, the successor trustee may, but need not, render accounts for such period with reasonable efforts without incurring any additional liability for acts of a predecessor trustee, other than as already provided under California law. This provision is intended to permit the successor trustee to render accounts for the predecessor without creating any additional duty to investigate or to account. Nonetheless, if in the course of rendering accounts left undone by the predecessor trustee, the successor trustee obtains knowledge of a situation that may constitute a breach of trust committed by the predecessor trustee; the successor trustee shall deal with such knowledge in accordance with the successor trustee's fiduciary duties and powers.

6.26 Time Period For Objecting to Account

Upon receipt of an account by the trustee, a beneficiary has 180 days to make any objection to such account or to make any claim against the trustee for matters adequately disclosed in such account. The existence of this time period for objecting to an account shall be stated in the accounts rendered by the trustee in a separate paragraph on the face of the account in not less than 12-point boldface type as follows:

NOTICE TO BENEFICIARIES

**YOU HAVE ONE HUNDRED EIGHTY (180) DAYS FROM YOUR RECEIPT OF
THIS ACCOUNT OR REPORT TO MAKE AN OBJECTION OR OBJECTIONS
TO ANY ITEM SET FORTH IN THIS ACCOUNT OR REPORT. ANY
OBJECTION YOU MAKE MUST BE IN WRITING; IT MUST BE DELIVERED
TO THE TRUSTEE WITHIN THE PERIOD STATED ABOVE; AND IT MUST
STATE YOUR OBJECTION. YOUR FAILURE TO DELIVER A WRITTEN
OBJECTION TO THE TRUSTEE WITHIN THE TIME PERIOD STATED
ABOVE WILL PERMANENTLY PREVENT YOU FROM LATER ASSERTING**

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**THIS OBJECTION AGAINST THE TRUSTEE. IF YOU DO MAKE AN
OBJECTION TO THE TRUSTEE, THE THREE YEAR PERIOD PROVIDED IN
SECTION 16460 OF THE PROBATE CODE FOR COMMENCEMENT OF
LITIGATION WILL APPLY TO CLAIMS BASED ON YOUR OBJECTION AND
WILL BEGIN TO RUN ON THE DATE THAT YOU RECEIVE THIS ACCOUNT
OR REPORT.**

6.27 Cotrustee May Delegate Acts to Other Cotrustee

Any cotrustee may, from time to time, delegate to the other cotrustee routine acts of trust administration and may establish bank or other accounts for the trust that will honor the signature of one or of either cotrustee.

ARTICLE SEVEN. CONCLUDING PROVISIONS

7.1 Perpetuities Savings Clause

Notwithstanding any other provision of this instrument, every trust created by this instrument shall terminate no later than twenty-one (21) years after the death of the last survivor of all beneficiaries who are alive at the creation of the trust. For purposes of this perpetuities savings clause, a trust shall be deemed to have been created on the date the trust becomes irrevocable or the date of the death of the settlor, whichever occurs first. If a trust is terminated under this section, the trustee shall distribute all of the principal and undistributed income of the trust to the income beneficiaries of the trust in the proportion in which they are entitled (or eligible, in the case of discretionary payments) to receive income immediately before the termination. If that proportion is not fixed by the terms of the trust, the trustee shall distribute all of the trust property to the persons then entitled or eligible to receive income from the trust

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outright in a manner that, in the trustee's opinion, will give effect to the intent of the settlor in creating the trust. The trustee's decision is to be final and incontestable by anyone.

7.2 Simultaneous Death

If any beneficiary under this instrument and the settlor die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, the settlor shall be deemed to have survived the beneficiary, and this instrument shall be construed accordingly.

7.3 Survivorship Requirement

For purposes of this instrument, a beneficiary shall be deemed not to have survived the settlor if that beneficiary dies within thirty (30) days after the death of the settlor.

7.4 No-Contest Clause

If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlor without issue.

(a) Without probable cause challenges the validity of this instrument on any of the following grounds:

- (i) Forgery;
- (ii) Lack of due execution;
- (iii) Lack of capacity;
- (iv) Menace, duress, fraud, or undue influence;
- (v) Revocation pursuant to the terms of this instrument or applicable law;
- (vi) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code section 21350 or applicable successor statute.

(b) Without probable cause files a pleading to challenge the transfer of property on the grounds that it was not the transferor's property at the time of the transfer;

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- (c) Without probable cause files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed to the beneficiary-claimant.

7.5 Definitions of Death Taxes, Debts, and Expenses

As used in this instrument, the following definitions apply:

- (a) The term "death taxes" shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in the estate of the settlor or by reason of the settlor's death, including penalties and interest, but excluding the following:
 - (i) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and
 - (ii) any federal or state tax imposed on any generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by this instrument.
- (b) The term "debts and expenses" shall include the following:
 - (i) all costs, expenses of litigation, counsel fees, or other charges that the trustee incurs in connection with the determination of the amount of the death taxes, interest, or penalties referred to in subsection (a) of this section; and
 - (ii) legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

7.6 Disinheritance of Settlor's Children

The settlor is intentionally not providing for the settlor's children or their issue in this instrument. The settlor intends that her children and their issue shall not take any part of the trust estate passing under this instrument, under any circumstances, such as pursuant to contingent beneficiary provisions or due to disclaimers by other beneficiaries. The settlor's children and their issue shall be deemed to have predeceased the settlor.

7.7 Definition of Incapacity

- (a) For purposes of this instrument, a person is deemed "incapacitated" or deemed to suffer from "incapacity" if any of the following circumstances apply:
 - (i) The person is unable to provide properly for that person's own needs for physical health, food, clothing, or shelter; to manage substantially that person's own financial resources; or to resist fraud or undue influence.

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(ii) Either a medical doctor, board-certified neuropsychologist, or a board-certified psychiatrist, not related by blood or marriage to any trustee or beneficiary, examines such person and declares under penalty of perjury that such person is either temporarily or permanently incapacitated, according to generally accepted medical definitions.

(iii) The person is operating under a legal disability, such as a duly established conservatorship.

(iv) The court makes a finding that the person is either temporarily or permanently incapacitated under the criteria set forth in Prob. Code Section 810 et seq.

(b) In case of temporary incapacity of a sole trustee, the successor trustee designated under this instrument shall serve during the period of temporary incapacity as though he or she were the only trustee. In case of temporary incapacity of a cotrustee, the other cotrustee shall make any and all decisions during the period of temporary incapacity as though that cotrustee were the only trustee.

(c) Any trustee deemed to be temporarily incapacitated shall be deemed to be permanently incapacitated ninety (90) days after the determination of temporary incapacity unless a determination of capacity is made within that 90-day period. If a determination of capacity is made, the trustee may resume serving as trustee. If there is a subsequent determination of incapacity, the trustee has another 90-day period to obtain a determination of capacity.

(d) Any successor trustee or cotrustee serving in place of a temporarily incapacitated trustee shall not be relieved of liability until that trustee's account has been settled or an account has been waived by a majority of all current beneficiaries of the trust.

(e) If any trustee or any beneficiary whose capacity is in question disputes the determination of incapacity under any of the standards listed above, such person may petition the court for a finding regarding that person's capacity. The court's finding shall be conclusive. If the court determines that the trustee or other person whose capacity is in question has capacity, the trust property shall bear all expenses associated with the examination or court proceeding. If the court sustains the determination of incapacity, the individual challenging the determination of incapacity shall bear all expenses of the examination or court proceeding.

(f) Each individual trustee agrees to cooperate in any examination reasonably necessary for the purpose of determining capacity, agrees to waive the doctor-patient privilege in respect to the results of such examination, and agrees to provide written authorization in compliance with the privacy regulations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Section 1320d) and the provisions of California Civil Code Section 56.10 for the disclosure and use of that trustee's health information and medical records to the extent that such disclosure and

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use are necessary to make a determination of the trustee's capacity. Refusal to submit to the examination, to provide the waiver, or to provide the written authorization when requested by the successor trustee shall be deemed a resignation by that trustee.

7.8 Definition of Education

As used in this instrument, the term "education" refers to the following:

- (a) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;
- (b) Undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;
- (c) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and
- (d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

7.9 Number and Gender

As used in this instrument, references in the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and references to the singular shall be deemed to include the plural, and vice versa, wherever the context so permits.

7.10 Captions

The captions appearing in this instrument are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

7.11 Severability Clause

If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of this instrument shall be construed as if the invalid provision had not been included.

7.12 California Law to Apply

All questions concerning the validity, interpretation, and administration of this instrument, including any trusts created under this instrument, shall be governed by the laws of the State of California, regardless of the domicile of any trustee or beneficiary.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
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7.13 Gifts to Heirs

For any gift to "heirs" of the settlor that is made in this instrument, those heirs shall be determined as if the settlor had died intestate at the time for distribution prescribed in this instrument, and the identity and shares of those heirs shall be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time the settlor is deemed to have died.

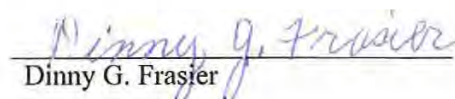
ARTICLE EIGHT. SIGNATURE AND EXECUTION

8.1 Execution

I certify that I have read the foregoing trust agreement and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As settlor of the trust created by this trust agreement, I approve this trust agreement in all particulars, and agree to be bound by its terms and conditions. The trustees approve and accept the trust provided for in this trust agreement.

Executed on April 27, 2017, at Newport Beach, California.

SETTLOR-TRUSTEE


Dinny G. Frasier

TRUSTEE

Farmers and Merchants Trust
Company of Long Beach

By:

Lydia Rojas,
Vice President and Trust Officer

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

READ & APPROVED BY:
VOGT, RESNICK & SHERAK, LLP
Attorneys at Law



Barnet Resnick
Attorneys for Settlor-Cotrustee

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

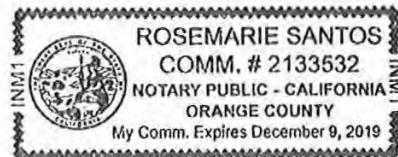
State of California)
County of Orange)

On April 27, 2017, before me, Rosemarie Santos, a notary public, personally appeared Dinny G. Frasier, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





(Seal)

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

1.1 Preamble

Dinny G. Frasier is the surviving settlor of the Jordan Dana Frasier Family Trust dated December 29, 1980, as amended and restated on September 21, 1999, as amended on March 15, 2000, and as amended on June 7, 2000, by Jordan Dana Frasier and Dinny G. Frasier as settlors and as trustees. Jordan Dana Frasier died on October 22, 2014, and pursuant to the terms of the trust agreement, the trust was thereupon divided into the Tax Exemption Trust and the Survivor's Trust.

On May 29, 2015, Dinny G. Frasier exercised her power to amend and restate the Survivor's Trust created under the Jordan Dana Frasier Family Trust and executed the First Amendment and Restatement of the Survivor's Trust created under the Jordan Dana Frasier Family Trust dated December 29, 1980, as the surviving settlor and co-trustee. On June 24, 2016, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Second Amendment to the Jordan Dana Frasier Family Trust, as the surviving settlor and co-trustee.

On or about January 27, 2017, a mediation ordered by the Second Judicial District Court of the State of Nevada, In and For the County of Washoe, Department 15[PR] ("Nevada Court"), Case No. PR16-00128 by Justice Jeffrey King (Ret.) as mediator, resulted in a settlement agreement by Barnet Resnick, attorney for Dinny Frasier; G. David Robertson, attorney for Premier Trust; Nicole Shrive, trust officer on behalf of Premier Trust; Kristen Caverly, attorney for Bradley Frasier, adult son of Dinny Frasier; Nori Frasier Cady, adult daughter of Dinny Frasier; and Amy Frasier Wilson, adult daughter of Dinny Frasier, as parties to the Settlement

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

Agreement. In Paragraph 8 of the Settlement Agreement, Dinny Frasier agreed to amend Trust A to equalize distributions to each of her children, Bradley Frasier, Nori Frasier Cady, and Amy Frasier Wilson, based on the appraised values of the three real properties located at 4372 Pacifica Way, Unit 3, Oceanside, California ("Pacifica Way Property") 10 Via Sonrisa, Mission Viejo, California ("Via Sonrisa Property"), and 3609 Vista Way, Oceanside, California ("Vista Way Property"), and bequeath an additional ten thousand dollars (\$10,000) to Nori Frasier Cady and Amy Frasier Wilson to be divided equally. An appraisal of the fair market value of the Pacifica Way Property provided that as of June 28, 2017 is four hundred ten thousand dollars (\$410,000). An appraisal of the fair market value of the Via Sonrisa Property as of July 31, 2017 is five hundred seventy six thousand dollars (\$576,000). An appraisal of the discounted value (taken as the average of the partition value and the discounted value for lack of control and marketability) of the trust's interest in the Vista Way Property as of January 27, 2017 is four hundred and sixty thousand dollars (\$460,000). Pursuant to the terms of Paragraph 8 of the Settlement Agreement and the foregoing values of the real properties, the settlor intends to provide for equalizing gifts to each of her children as set forth hereunder.

On April 27, 2017, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Third Amendment and Restatement of the Survivor's Trust Created Under the Jordan Dana Frasier Family Trust Dated December 29, 1980. In Section 3.1 of that trust agreement, the settlor reserved the right to amend the trust, in the following language:

"3.1. Power of Revocation and Amendment. This trust may be amended, revoked, or terminated by the settlor, in whole or in part, at any time during her lifetime.

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

After the settlor's death, this trust shall become irrevocable and shall not be subject to amendment after the death of the settlor."

The settlor now wishes to exercise her right of amendment and, to that end, does hereby amend that agreement in the terms stated below. The trustee hereby consents to the terms of this amendment.

1.2 Amendment of Article 5

Article 5 of that agreement is amended in its entirety to read as follows:

"ARTICLE FIVE. DISTRIBUTIONS AFTER SETTLOR'S DEATH

5.1 Payment of Death Taxes, Debts, and Expenses on Statement From Personal Representative

After the settlor's death, on receipt by the trustee of a written statement from the personal representative of the settlor's estate requesting that the trustee pay death taxes, debts, and expenses (as defined in Article Seven), with respect to any property in the settlor's estate, the trustee shall pay, either directly or to the personal representative, any amounts requested by the personal representative for those purposes, in the manner specified below. The trustee may rely on the personal representative's statement and shall not be liable for any act or omission by the personal representative in protesting or failing to protest the legality, propriety, or amount of the death taxes, debts, or expenses. If there is no personal representative, the trustee shall make the payments directly. Payments of debts and expenses shall be made by the trustee from the trust estate. All death taxes payable by reason of the settlor's death shall be prorated and apportioned among the persons interested in the settlor's estate as provided in the California Probate Code. The trustee shall not pay death taxes, debts, and expenses or other obligations of the settlor or the

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
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settlor's estate from proceeds of insurance policies on the settlor's life if making those payments would be the sole cause of the proceeds being includable in the settlor's gross estate for federal estate tax purposes.

5.2 Trustee's Power to Defer Division or Distribution

Whenever the trustee is directed to divide any part of the trust estate or distribute trust assets on the death of the settlor, the trustee may, in the trustee's discretion, defer actual division or distribution for such reasonable period of time as is needed to effectively identify, take possession of, value, divide, and distribute the assets of the trust. During this time of deferral, the trustee may manage the trust assets through a single administrative trust. The ability of the trustee to delay division or distribution shall not affect the vesting of interests, which shall be as of the date of death.

5.3 Equalizing Gifts Pursuant to Settlement Agreement On the death of the settlor, the trustee shall make the following pecuniary gifts to equalize the distributions to her children pursuant to the terms of the Settlement Agreement, as follows: (a) Twenty-two thousand dollars (\$22,000) to Bradley Frasier, outright, if he survives the settlor; (b) Seventy-seven thousand dollars (\$77,000) to Nori Frasier Cady, outright, if she survives the settlor, and (c) Five thousand dollars (\$5,000) to Amy Frasier Wilson, outright, if she survives the settlor. If any of the foregoing beneficiaries predeceases the settlor, the gift as to that predeceased beneficiary shall lapse.

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
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5.4 Disposition of Remaining Trust Estate

On the death of the settlor, the remaining trust property (including all income then accrued but uncollected and all income then remaining in the hands of the trustee) shall be disposed of as follows:

- (a) One-third (1/3) to the Irvine Community Alliance Fund – Designation: Animal Care Center (EIN: 33-0258368), for the city animal shelter located at 6443 Oak Canyon, Irvine, California 92618, to be used to facilitate the training of dogs by certified dog trainers, such as, for example and not by way of limitation, to establish a schedule of classes to certify dog trainers, in recognition of Dinny G. Frasier.

- (b) One-third (1/3) to Chapman University (EIN: 95-1643992), located at 1 University Dr., Orange, California 92866, to be used to set up an endowment fund to provide scholarships to students and prospective students based on financial need and scholastic merit. The name of the endowment shall be the “Dinny G. Frasier Endowment for Deserving Students.” The endowment fund and scholarship process shall be overseen by a committee to be comprised of the following individuals and/or entities:
 - (i) Bruce Schwartz, or his designee;
 - (ii) Then-current Dean of Students at Chapman University, or its designee;
and
 - (iii) Chris Lombardo or the then-current Executive Director of Business Services of the Orange County Department of Education, or his designee.

- (c) One-ninth (1/9) to the American Society for Prevention of Cruelty to Animals (“ASPCA”) (EIN: 13-1623829), located at 424 East 92nd St., New York, New York 10128, to be used for its general funds, in recognition of Dinny G. Frasier.

- (d) One-ninth (1/9) to Temple Beth Sholom of Orange County, Inc. (EIN: 95-2263896), located at 2625 N. Tustin Ave., Irvine, California 92705, to be used to fund maintenance and capital improvements, in recognition of Dinny G. Frasier.

- (e) On-ninth (1/9) to the St. Jude Children’s Research Hospital, Inc. (EIN: 62-0646012), located at 262 Danny Thomas Place, Memphis, Tennessee 38105, to be used for its general funds, in recognition of Dinny G. Frasier.

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
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If any of the above entities is unable or unwilling to receive the gift for any reason, the share otherwise allocable to that entity shall instead be distributed to the remaining entities, in proportion to their respective interests.

If the remaining trust property is not completely disposed of by the preceding provision, the undisposed-of portion shall be distributed to those entity(ies) chosen by the trustee at its sole and absolute discretion.”

1.3 Amendment of Section 6.2

Section 6.2 of that agreement is amended in its entirety to read as follows:

“6.2. Successor Corporate Trustee

In accordance with the orders of the Nevada Court dated October 12, 2018, Dinny G. Frasier hereby appoints US Bank as successor corporate trustee, effective December 28, 2018, upon the resignation of the current corporate trustee, Premier Trust, Inc.”

1.4 Amendment of Section 7.6

Section 7.6 of that agreement is amended in its entirety to read as follows:

“7.6 Disinheritance of Settlor’s Children. Other than the equalizing gifts as provided in Section 5.3, the settlor is intentionally not providing for the settlor's children or their issue in this instrument. The settlor intends that her children and their issue shall not take any part of the trust estate passing under this instrument, under any circumstances, such as pursuant to contingent beneficiary provisions or due to disclaimers by other beneficiaries, except as provided in Section 5.3. The settlor’s children and their issue shall be deemed to have predeceased the settlor.

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

1.5 No-Contest Clause

If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlor without issue.

(a) Without probable cause challenges the validity of this instrument on any of the following grounds:

- (i) Forgery;
- (ii) Lack of due execution;
- (iii) Lack of capacity;
- (iv) Menace, duress, fraud, or undue influence;
- (v) Revocation pursuant to the terms of this instrument or applicable law;
- (vi) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code section 21350 or applicable successor statute.

(b) Without probable cause files a pleading to challenge the transfer of property on the grounds that it was not the transferor's property at the time of the transfer;

(c) Without probable cause files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed to the beneficiary-claimant.

1.6 Ratification of Other Terms of Trust

In every other respect, the settlor incorporates by reference, confirms, and ratifies the terms of the trust as stated in that certain agreement dated December 29, 1980.

Executed on November 13, 2018, at Newport Beach, California.

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

SETTLOR




Danny G. Frasier

TRUSTEE

PREMIER TRUST, INC.

By: Authorized Trust Officer for Premier
Trust, Inc.

READ & APPROVED BY:
VOGT, RESNICK & SHERAK, LLP
Attorneys at Law




BARNET RESNICK, ESQ.
Attorneys for Settlor


ACKNOWLEDGMENT

State of California)
County of Orange)

INM1

 ROSEMARIE SANTOS
COMM. # 2133532
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires December 9, 2019

INM1


Rosemarie Santos

(Seal)

EXHIBIT “9”

EXHIBIT “9”

EXHIBIT “9”

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

- (c) Without probable cause files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed to the beneficiary-claimant.

7.5 Definitions of Death Taxes, Debts, and Expenses

As used in this instrument, the following definitions apply:

- (a) The term "death taxes" shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in the estate of the settlor or by reason of the settlor's death, including penalties and interest, but excluding the following:
 - (i) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and
 - (ii) any federal or state tax imposed on any generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by this instrument.
- (b) The term "debts and expenses" shall include the following:
 - (i) all costs, expenses of litigation, counsel fees, or other charges that the trustee incurs in connection with the determination of the amount of the death taxes, interest, or penalties referred to in subsection (a) of this section; and
 - (ii) legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

7.6 Disinheritance of Settlor's Children

The settlor is intentionally not providing for the settlor's children or their issue in this instrument. The settlor intends that her children and their issue shall not take any part of the trust estate passing under this instrument, under any circumstances, such as pursuant to contingent beneficiary provisions or due to disclaimers by other beneficiaries. The settlor's children and their issue shall be deemed to have predeceased the settlor.

7.7 Definition of Incapacity

- (a) For purposes of this instrument, a person is deemed "incapacitated" or deemed to suffer from "incapacity" if any of the following circumstances apply:
 - (i) The person is unable to provide properly for that person's own needs for physical health, food, clothing, or shelter; to manage substantially that person's own financial resources; or to resist fraud or undue influence.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

(ii) Either a medical doctor, board-certified neuropsychologist, or a board-certified psychiatrist, not related by blood or marriage to any trustee or beneficiary, examines such person and declares under penalty of perjury that such person is either temporarily or permanently incapacitated, according to generally accepted medical definitions.

(iii) The person is operating under a legal disability, such as a duly established conservatorship.

(iv) The court makes a finding that the person is either temporarily or permanently incapacitated under the criteria set forth in Prob. Code Section 810 et seq.

(b) In case of temporary incapacity of a sole trustee, the successor trustee designated under this instrument shall serve during the period of temporary incapacity as though he or she were the only trustee. In case of temporary incapacity of a cotrustee, the other cotrustee shall make any and all decisions during the period of temporary incapacity as though that cotrustee were the only trustee.

(c) Any trustee deemed to be temporarily incapacitated shall be deemed to be permanently incapacitated ninety (90) days after the determination of temporary incapacity unless a determination of capacity is made within that 90-day period. If a determination of capacity is made, the trustee may resume serving as trustee. If there is a subsequent determination of incapacity, the trustee has another 90-day period to obtain a determination of capacity.

(d) Any successor trustee or cotrustee serving in place of a temporarily incapacitated trustee shall not be relieved of liability until that trustee's account has been settled or an account has been waived by a majority of all current beneficiaries of the trust.

(e) If any trustee or any beneficiary whose capacity is in question disputes the determination of incapacity under any of the standards listed above, such person may petition the court for a finding regarding that person's capacity. The court's finding shall be conclusive. If the court determines that the trustee or other person whose capacity is in question has capacity, the trust property shall bear all expenses associated with the examination or court proceeding. If the court sustains the determination of incapacity, the individual challenging the determination of incapacity shall bear all expenses of the examination or court proceeding.

(f) Each individual trustee agrees to cooperate in any examination reasonably necessary for the purpose of determining capacity, agrees to waive the doctor-patient privilege in respect to the results of such examination, and agrees to provide written authorization in compliance with the privacy regulations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Section 1320d) and the provisions of California Civil Code Section 56.10 for the disclosure and use of that trustee's health information and medical records to the extent that such disclosure and

EXHIBIT “14”

EXHIBIT “14”

EXHIBIT “14”

1
2 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
3
4 **IN AND FOR THE COUNTY OF WASHOE**
5

6 **In the Matter of the**) Case No.: PR16-00128
7 **JORDAN DANA FRASIER FAMILY**) Dept No.: PR
8 **TRUST**)
9)
10)
11)
12)

13 **DECLARATION OF WILLIAM WILSON**
14

15 I, William Wilson, hereby declare as follows:

16 1. I am a resident of California.

17 2. I am also known as Bill Wilson,

18 3. I have personal knowledge of the facts set forth below, and if called as witness, could
19 and would testify competently to the following facts.

20 4. I am the husband of Amy Frasier Wilson, son-in-law of Jordan Frasier and Dinny
21 Frasier.

22 5. During a October 2, 2018 telephone call, Mr. Alyyn Anderson, former visitation
23 monitor, expressed to both Amy and I that when he was being hired in September 2018 to be the
24 visitation monitor for Mrs. Frasier, Mr. Anderson indicated that he was asked to go over to Mrs.
25 Frasier's house to review the contract for his services and have Mrs. Frasier execute the
26 agreement. Mr. Anderson indicated to both Amy and I that he thought this request to have Mrs.
27
28

DECLARATION OF WILLIAM WILSON

1 Frasier to sign the agreement did not make any sense. He could tell right away that Mrs. Frasier
2 had no idea what he was talking about or had any understanding about what the agreement
3 contained. Mr. Anderson thought it was strange since Mrs. Frasier had a POA that could sign on
4 behalf of Mrs. Frasier.
5

6 6. Amy and I called Mrs. Frasier on Amy's Birthday, November 26, 2018. After some
7 small talk, I asked Mrs. Frasier did she know what day it was. Mrs. Frasier said she did not. I
8 told her it is November 26. Mrs. Frasier said, okay it is November 26. I asked, do you know
9 whose birthday it is today? Mrs. Frasier said, no who's birthday is it? I told Mrs. Frasier it is
10 Amy's birthday, she is 65 years old. Mrs. Frasier then started to sing "Happy Birthday to Amy".
11 I could tell that Amy was sad that her Mother does not know her birthday anymore, but could
12 also tell that Amy was very grateful that she was able to hear her Mother sing her another Happy
13 Birthday.
14
15
16

17 I declare under penalty of perjury under the laws of the States of Nevada and California
18 that the foregoing is true and correct.

19 Executed at Mission Viejo, CA this 10th Day of December, 2018
20

21 
22 William Wilson
23
24
25
26
27
28

DECLARATION OF WILLIAM WILSON

EXHIBIT “15”

EXHIBIT “15”

EXHIBIT “15”



Amy Wilson <digitalmermaid8@gmail.com>

Frasier Elder Abuse and Fraud5 messages

David Robertson <gdavid@nvlawyers.com>

Fri, Nov 4, 2016 at 3:48 PM

To: "Mike Sullivan (MSullivan@rbsllaw.com)" <MSullivan@rbsllaw.com>

Cc: "Nicole Shrive (nshrive@premiertrust.com)" <nshrive@premiertrust.com>, Dinny Frasier <dinnyfrasier@juno.com>, "Frasierdinny@gmail.com" <Frasierdinny@gmail.com>, "H. BROOKS TRAVIS (HBTravis.Law@cox.net)" <HBTravis.Law@cox.net>, "Nori Frasier (nori_frasier@hotmail.com)" <nori_frasier@hotmail.com>, "bfrasiermd@gmail.com" <bfrasiermd@gmail.com>, "Amy Frasier (digitalmermaid8@gmail.com)" <digitalmermaid8@gmail.com>, "Scott Hernandez (shernandez@rbsllaw.com)" <shernandez@rbsllaw.com>, Rich Williamson <rich@nvlawyers.com>

Hi Mike:

Please be advised that your client has written a check for \$20,000 to Dinny along with a letter and a notation on the check indicating that Dinny's deposit of the check will confirm that Dinny has agreed to a repayment of the "loan" of \$325K with no indication that any interest that will be paid on the loan. Further, Brad's sister Nori has scheduled an appointment at Bank of America to have Dinny endorse the check and deposit same into her account.

From my conversation with Dinny this afternoon it is clear that she is no longer competent to handle her finances. She did not even understand that there are two different trusts, i.e., the "A" trust and the "B" trust. Dr. Frasier has repeatedly stated that Dinny is not competent, and it appears now that he is right. He is therefore attempting to take advantage of her mental state for his personal gain which, as you know, is a textbook definition of Elder Abuse. His conduct is potentially both a crime and also a violation of civil laws for which punitive damages are available.

Dinny advised us today that Nori and Dr. Frasier are working together on this issue, which makes Nori an accomplice to the Elder Abuse. Even worse, they are also trying to defraud the "B" trust since Dr. Frasier and Nori both know that the medical building is in the "B" trust and yet they are trying to convince Dinny to deposit the check into either her personal Bank of America account or the "A" trust account at Bank of America. The "B" trust has NO account at Bank of America, so they are obviously trying to get Dinny to deposit the funds into the wrong account in order to bypass the co-trustee Nicole Shrive who handles all deposits into the "B" trust account at Merrill Lynch. That sounds to me like conspiracy to commit Elder Abuse.

Mike – this is a VERY serious matter. Please advise your client at once to stop trying to take advantage of his mother's Alzheimer condition. We have lots of emails from Dr. Frasier where he claims that Dinny is not competent, and yet he is trying to get her to enter into a trick agreement by having her deposit a check with a notation on it that is for his benefit and to the detriment of both Nori and Amy – all while knowing full well that Dinny no longer understands the implications of her actions.

If you will not so advise your client – or if he continues to try to defraud the "B" trust and take advantage of his elderly mother - then we intend to press criminal charges.

Please advise at once what steps you are taking to resolve this serious problem. Please also advise your client that

we are under a Court order to proceed with mediation, and that he cannot avoid that Court order by bullying or tricking his mother.

Finally, if the check is deposited then that will do nothing but cause an explosion of litigation.

Best regards,

David

G. DAVID ROBERTSON, ESQ.

ROBERTSON, JOHNSON, MILLER & WILLIAMSON

BANK OF AMERICA PLAZA

50 W. LIBERTY ST.

SUITE 600

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Please visit our website at www.nvlawyers.com

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Nori Frasier <nori_frasier@hotmail.com>

Fri, Nov 4, 2016 at 4:28 PM

To: David Robertson <gdauid@nvlawyers.com>

Cc: "Mike Sullivan (MSullivan@rbsllaw.com)" <MSullivan@rbsllaw.com>, "Nicole Shrive (nshrive@premiertrust.com)" <nshrive@premiertrust.com>, "Frasierdinnny@gmail.com" <Frasierdinnny@gmail.com>, "H. BROOKS TRAVIS

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
23

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

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

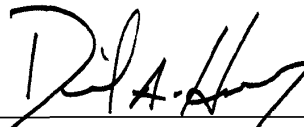
5 **Conclusions**

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

CODE:4105

Barnet Resnick, Esq. [admitted pro hac vice]
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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]

SUPPLEMENT 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

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 as described more fully in the Petition. The Third and Fourth Trust Amendments were attached to the Petition as Exhibit 13. Specifically, the Fourth Amendment to the Trust effectuates certain equalization payments required by the Settlement Agreement sanctioned by this Court and referenced in the Petition. Mr. Barnet Resnick of Vagt Resnick Sherak LLP was the scrivener of the Fourth Amendment to the Trust. See Affidavit of Barnet Resnick attached as **Exhibit 1**. It has come to Mr. Resnick's attention that there was a scrivener's error in the preparation of the Fourth Amendment to the Trust. See **Exhibit 1**. Specifically, the Fourth Amendment uses incorrect property valuation figures in calculating the

1 equalization payments required by the Settlement Agreement. *See Exhibit 1.* After
2 recognizing his scrivener's error, Mr. Resnick requested Mrs. Frasier execute a Fifth
3 Amendment to the Trust to correct said scrivener's error. *See Exhibit 1.* Mrs.
4 Frasier in turn executed the Fifth Amendment to the Trust, which is alike in form
5 and substance to the Fourth Amendment to the Trust, with the exception of
6 correcting the erroneous property valuation figures and equalization payments
7 identified in the Fourth Amendment to the Trust. Thus, Mrs. Frasier supplements
8 the Petition with the Fifth Amendment to the Trust, attached hereto as **Exhibit 2**,
9 and requests the Court confirm the Fifth Amendment to the Trust that contains the
10 accurate property valuation figures and equalization payments required by the
11 Settlement Agreement in lieu of the Fourth Amendment to the Trust, which uses
12 erroneous figures in that respect.

13 **Affirmation**

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

16 **Dated** this 21st day of December 2018.

17 By: /s/ Barnet Resnick.
18 Barnet Resnick, Esq. [admitted pro hac vice]
19 VOGT/RESNICK/SHERAK, LLP
20 Individual Counsel for Mrs. Dinny Frasier
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**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

1.1 Preamble

Dinny G. Frasier is the surviving settlor of the Jordan Dana Frasier Family Trust dated December 29, 1980, as amended and restated on September 21, 1999, as amended on March 15, 2000, and as amended on June 7, 2000, by Jordan Dana Frasier and Dinny G. Frasier as settlors and as trustees. Jordan Dana Frasier died on October 22, 2014, and pursuant to the terms of the trust agreement, the trust was thereupon divided into the Tax Exemption Trust and the Survivor's Trust.

On May 29, 2015, Dinny G. Frasier exercised her power to amend and restate the Survivor's Trust created under the Jordan Dana Frasier Family Trust and executed the First Amendment and Restatement of the Survivor's Trust created under the Jordan Dana Frasier Family Trust dated December 29, 1980, as the surviving settlor and co-trustee. On June 24, 2016, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Second Amendment to the Jordan Dana Frasier Family Trust, as the surviving settlor and co-trustee.

On or about January 27, 2017, a mediation ordered by the Second Judicial District Court of the State of Nevada, In and For the County of Washoe, Department 15[PR] ("Nevada Court"), Case No. PR16-00128 by Justice Jeffrey King (Ret.) as mediator, resulted in a settlement agreement by Barnet Resnick, attorney for Dinny Frasier; G. David Robertson, attorney for Premier Trust; Nicole Shrive, trust officer on behalf of Premier Trust; Kristen Caverly, attorney for Bradley Frasier, adult son of Dinny Frasier; Nori Frasier Cady, adult daughter of Dinny Frasier; and Amy Frasier Wilson, adult daughter of Dinny Frasier, as parties to the Settlement

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

Agreement. In Paragraph 8 of the Settlement Agreement, Dinny Frasier agreed to amend Trust A to equalize distributions to each of her children, Bradley Frasier, Nori Frasier Cady, and Amy Frasier Wilson, based on the appraised values of the three real properties located at 4372 Pacifica Way, Unit 3, Oceanside, California ("Pacifica Way Property") 10 Via Sonrisa, Mission Viejo, California ("Via Sonrisa Property"), and 3609 Vista Way, Oceanside, California ("Vista Way Property"), and bequeath an additional ten thousand dollars (\$10,000) to Nori Frasier Cady and Amy Frasier Wilson to be divided equally. An appraisal of the fair market value of the Pacifica Way Property provided that as of June 28, 2017 is four hundred ten thousand dollars (\$410,000). An appraisal of the fair market value of the Via Sonrisa Property as of July 31, 2017 is five hundred seventy six thousand dollars (\$576,000). An appraisal of the discounted value (taken as the average of the partition value and the discounted value for lack of control and marketability) of the trust's interest in the Vista Way Property as of January 27, 2017 is four hundred and sixty thousand dollars (\$460,000). Pursuant to the terms of Paragraph 8 of the Settlement Agreement and the foregoing values of the real properties, the settlor intends to provide for equalizing gifts to each of her children as set forth hereunder.

On April 27, 2017, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Third Amendment and Restatement of the Survivor's Trust Created Under the Jordan Dana Frasier Family Trust Dated December 29, 1980. In Section 3.1 of that trust agreement, the settlor reserved the right to amend the trust, in the following language:

"3.1. Power of Revocation and Amendment. This trust may be amended, revoked, or terminated by the settlor, in whole or in part, at any time during her lifetime.

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

After the settlor's death, this trust shall become irrevocable and shall not be subject to amendment after the death of the settlor."

The settlor now wishes to exercise her right of amendment and, to that end, does hereby amend that agreement in the terms stated below. The trustee hereby consents to the terms of this amendment.

1.2 Amendment of Article 5

Article 5 of that agreement is amended in its entirety to read as follows:

"ARTICLE FIVE. DISTRIBUTIONS AFTER SETTLOR'S DEATH

5.1 Payment of Death Taxes, Debts, and Expenses on Statement From Personal Representative

After the settlor's death, on receipt by the trustee of a written statement from the personal representative of the settlor's estate requesting that the trustee pay death taxes, debts, and expenses (as defined in Article Seven), with respect to any property in the settlor's estate, the trustee shall pay, either directly or to the personal representative, any amounts requested by the personal representative for those purposes, in the manner specified below. The trustee may rely on the personal representative's statement and shall not be liable for any act or omission by the personal representative in protesting or failing to protest the legality, propriety, or amount of the death taxes, debts, or expenses. If there is no personal representative, the trustee shall make the payments directly. Payments of debts and expenses shall be made by the trustee from the trust estate. All death taxes payable by reason of the settlor's death shall be prorated and apportioned among the persons interested in the settlor's estate as provided in the California Probate Code. The trustee shall not pay death taxes, debts, and expenses or other obligations of the settlor or the

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

settlor's estate from proceeds of insurance policies on the settlor's life if making those payments would be the sole cause of the proceeds being includable in the settlor's gross estate for federal estate tax purposes.

5.2 Trustee's Power to Defer Division or Distribution

Whenever the trustee is directed to divide any part of the trust estate or distribute trust assets on the death of the settlor, the trustee may, in the trustee's discretion, defer actual division or distribution for such reasonable period of time as is needed to effectively identify, take possession of, value, divide, and distribute the assets of the trust. During this time of deferral, the trustee may manage the trust assets through a single administrative trust. The ability of the trustee to delay division or distribution shall not affect the vesting of interests, which shall be as of the date of death.

5.3 Equalizing Gifts Pursuant to Settlement Agreement On the death of the settlor, the trustee shall make the following pecuniary gifts to equalize the distributions to her children pursuant to the terms of the Settlement Agreement, as follows: (a) Twenty-two thousand dollars (\$22,000) to Bradley Frasier, outright, if he survives the settlor; (b) Seventy-seven thousand dollars (\$77,000) to Nori Frasier Cady, outright, if she survives the settlor, and (c) Five thousand dollars (\$5,000) to Amy Frasier Wilson, outright, if she survives the settlor. If any of the foregoing beneficiaries predeceases the settlor, the gift as to that predeceased beneficiary shall lapse.

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

5.4 Disposition of Remaining Trust Estate

On the death of the settlor, the remaining trust property (including all income then accrued but uncollected and all income then remaining in the hands of the trustee) shall be disposed of as follows:

- (a) One-third (1/3) to the Irvine Community Alliance Fund – Designation: Animal Care Center (EIN: 33-0258368), for the city animal shelter located at 6443 Oak Canyon, Irvine, California 92618, to be used to facilitate the training of dogs by certified dog trainers, such as, for example and not by way of limitation, to establish a schedule of classes to certify dog trainers, in recognition of Dinny G. Frasier.

- (b) One-third (1/3) to Chapman University (EIN: 95-1643992), located at 1 University Dr., Orange, California 92866, to be used to set up an endowment fund to provide scholarships to students and prospective students based on financial need and scholastic merit. The name of the endowment shall be the “Dinny G. Frasier Endowment for Deserving Students.” The endowment fund and scholarship process shall be overseen by a committee to be comprised of the following individuals and/or entities:
 - (i) Bruce Schwartz, or his designee;
 - (ii) Then-current Dean of Students at Chapman University, or its designee;
and
 - (iii) Chris Lombardo or the then-current Executive Director of Business Services of the Orange County Department of Education, or his designee.

- (c) One-ninth (1/9) to the American Society for Prevention of Cruelty to Animals (“ASPCA”) (EIN: 13-1623829), located at 424 East 92nd St., New York, New York 10128, to be used for its general funds, in recognition of Dinny G. Frasier.

- (d) One-ninth (1/9) to Temple Beth Sholom of Orange County, Inc. (EIN: 95-2263896), located at 2625 N. Tustin Ave., Irvine, California 92705, to be used to fund maintenance and capital improvements, in recognition of Dinny G. Frasier.

- (e) One-ninth (1/9) to the St. Jude Children’s Research Hospital, Inc. (EIN: 62-0646012), located at 262 Danny Thomas Place, Memphis, Tennessee 38105, to be used for its general funds, in recognition of Dinny G. Frasier.

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

If any of the above entities is unable or unwilling to receive the gift for any reason, the share otherwise allocable to that entity shall instead be distributed to the remaining entities, in proportion to their respective interests.

If the remaining trust property is not completely disposed of by the preceding provision, the undisposed-of portion shall be distributed to those entity(ies) chosen by the trustee at its sole and absolute discretion.”

1.3 Amendment of Section 6.2

Section 6.2 of that agreement is amended in its entirety to read as follows:

“6.2. Successor Corporate Trustee

In accordance with the orders of the Nevada Court dated October 12, 2018, Dinny G. Frasier hereby appoints US Bank as successor corporate trustee, effective December 28, 2018, upon the resignation of the current corporate trustee, Premier Trust, Inc.”

1.4 Amendment of Section 7.6

Section 7.6 of that agreement is amended in its entirety to read as follows:

“7.6 Disinheritance of Settlor’s Children. Other than the equalizing gifts as provided in Section 5.3, the settlor is intentionally not providing for the settlor's children or their issue in this instrument. The settlor intends that her children and their issue shall not take any part of the trust estate passing under this instrument, under any circumstances, such as pursuant to contingent beneficiary provisions or due to disclaimers by other beneficiaries, except as provided in Section 5.3. The settlor’s children and their issue shall be deemed to have predeceased the settlor.

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

1.5 No-Contest Clause

If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlor without issue.

- (a) Without probable cause challenges the validity of this instrument on any of the following grounds:
 - (i) Forgery;
 - (ii) Lack of due execution;
 - (iii) Lack of capacity;
 - (iv) Menace, duress, fraud, or undue influence;
 - (v) Revocation pursuant to the terms of this instrument or applicable law;
 - (vi) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code section 21350 or applicable successor statute.
- (b) Without probable cause files a pleading to challenge the transfer of property on the grounds that it was not the transferor's property at the time of the transfer;
- (c) Without probable cause files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed to the beneficiary-claimant.

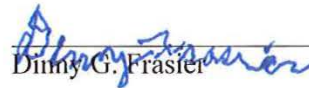
1.6 Ratification of Other Terms of Trust

In every other respect, the settlor incorporates by reference, confirms, and ratifies the terms of the trust as stated in that certain agreement dated December 29, 1980.

Executed on November 13, 2018, at Newport Beach, California.

**FOURTH AMENDMENT TO SURVIVOR'S TRUST CREATED UNDER THE JORDAN
DANA FRASIER FAMILY TRUST**

SETTLOR



Danny G. Frasier

TRUSTEE

PREMIER TRUST, INC.

By: Authorized Trust Officer for Premier
Trust, Inc.

READ & APPROVED BY:
VOGT, RESNICK & SHERAK, LLP
Attorneys at Law



BARNET RESNICK, ESQ.
Attorneys for Settlor

ACKNOWLEDGMENT

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Transaction # 7016358 : yvilorla

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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

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

I. INTRODUCTION

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

II. SETTLEMENT AGREEMENT BACKGROUND

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

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

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

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

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

a. MRS. FRASIER LACKS CAPACITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**b. MRS. FRASIER DOES NOT HAVE THE CAPACITY TO
UNDERSTAND THE THIRD AMENDMENT AND RESTATEMENT**

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

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

7.7 Definition of Incapacity

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

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

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

The following examples support this determination:

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

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

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

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

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

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

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

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

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

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

III. COMPLEXITY OF COMBINED TRUST AMENDMENTS

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

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

IV. CONCLUSION

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

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

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

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

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

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

CERTIFICATE OF SERVICE

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

OBJECTIONS

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

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

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).

☒ **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 below. NRCP 5(b)(2)(B).

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 5(b)(2)(C)

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

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

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

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

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

<u>Exhibit</u>	<u>Description</u>	<u>Pages</u>
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Jacqueline Bryant
Clerk of the Court
Transaction # 7016358 : yvilorla

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

docs in my office gun safe for safe keeping

Nicole Shrive (+1 (775) 527-5065)

14:46:42

They are the dumbest people/ bank ever.

Janie Mulrain CLPF, NCG (+1 (714) 612-2248)

14:47:06

*This is ridiculous! Theyre now checking w s supervisor!
Been here 1.5 hrs now*

Nicole Shrive (+1 (775) 527-5065)

14:47:20

*Took me six months to close a trust account with them
because they kept telling me they had the docs, but never
scanned the amendment that I brought in six times!*

Janie Mulrain CLPF, NCG (+1 (714) 612-2248)

14:47:33

Waste of time and \$

Nicole Shrive (+1 (775) 527-5065)

14:47:56

*Oh my gosh. Just leave and we will get with Margaret on
Tuesday.
You have to charge for your time. Unbelievable! Stupid
stupid bank!*

Janie Mulrain CLPF, NCG (+1 (714) 612-2248)

14:49:01

*I'll give them til 3p then i'll hv to call it. What time r we
speaking w margaret on tuesday?*

14:50:08

*Currently i hv appt at 9:30a, 11:30a, then hopefully
1:30p at barry's with russell*

14:50:24

B of a now wants a dr's capacity declaration!!!!

14:50:31

I

Nicole Shrive (+1 (775) 527-5065)

14:51:17

Is dinny with you?

*I will email Margaret and get us scheduled for either 11,
12 or after your 1:30.*

Janie Mulrain CLPF, NCG (+1 (714) 612-2248)

14:54:58

*No, leaving now, i got barry on the phone and he's
going to draft a new one tuesday*

Nicole Shrive (+1 (775) 527-5065)

14:55:33

*Ok that is probably a good idea. I was wondering about
how to get around the capacity part of that POA.*

Janie Mulrain CLPF, NCG (+1 (714) 612-2248)

14:57:30

*Bless you! Hopefully it wont b as painful with
margaret. I often cringe when I find out a new client
has Bank of America banking acct within their
portfolio*

Nicole Shrive (+1 (775) 527-5065)

14:58:22

You and me both!!!

Monday, December 26, 2016

Janie Mulrain CLPF, NCG (+1 (714) 612-2248)

13:36:43

*Just got a call from dinny's caregiver, nori broke into
the lockbox yesterday and got the house key,
caregiver reports that nori is getting dinny all worked
up and is also getting Dinny to demand return of her
PO Box mail key that was previously given to me to
take care of*

Nicole Shrive (+1 (775) 527-5065)

13:37:41

*Oh my gosh. What do we do now? Nori cannot keep
acting like this without repercussions. This is elder abuse.
What does Barry say?*

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EXHIBIT “5”

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Jacqueline Bryant
Clerk of the Court
Transaction # 6193121 : pmsewell

EXHIBIT “19”

EXHIBIT “19”



April 7, 2017

JAMES E. SPAR, M.D.
PROFESSOR, DEPARTMENT OF PSYCHIATRY
& BIOBEHAVIORAL SCIENCES
DIVISION OF GERIATRIC PSYCHIATRY
DAVID GEFKEN SCHOOL OF MEDICINE AT UCLA
760 WESTWOOD PLAZA
LOS ANGELES, CALIFORNIA 90024-1759

Barnet Resnick
Vogt Resnick Sherak, LLP
4400 MacArthur Blvd., Suite 900
P.O. Box 7849
Newport Beach, CA 92658-7849

Dear Mr. Resnick:

At your request I evaluated Mrs. Dinny Frasier, an 87-year old woman, in my office on February 28, 2017. Mrs. Frasier was accompanied to my office by Janie Mulrain, a professional fiduciary, and Desarae Broyles, her caregiver, both of whom, at Mrs. Frasier's insistence, remained in the office during the evaluation, but did not interfere with the evaluation in any way. Mrs. Frasier arrived 22 minutes late for the evaluation, so the information I was able to gather was somewhat limited. I asked Mrs. Frasier why she was being evaluated, inquired about her estate and her estate plans, and administered a general mental status examination, a Folstein Mini-Mental State Examination (MMSE) and several additional tests of naming, remote memory, and frontal executive function as reflected by clock drawing.

Mrs. Frasier initially thought she was being evaluated for pain in her left hip and back, which began when she fell down a flight of 13 stairs a few months ago. But when I asked her about recent contact with attorneys, she told me that she had seen Mr. Brooks, her regular attorney, and you, and was working on changes in her will and trust. She told me that she has three children: Brad, Amy, and Nori, and she has become estranged from all three [REDACTED]

[REDACTED] She has already given each of her five grandchildren \$100 thousand for college, and the existing version of her estate plan would distribute her estate among the three children. [REDACTED]

the Irvine shelter.

Mrs. Frasier told me that her estate includes her half (the other half is in her late husband's trust) of three houses: the one in which she is living, located in San Juan Capistrano (which she said her daughter, son-in-law and son directed the purchase of with her funds, for approximately [REDACTED] the house in which she had been living before the fall, at 3 Pinewood Avenue, in



Irvine, CA; and a house in Palm Springs. She could not recall the address of the house in San Juan Capistrano because she only moved there recently. She also has about [REDACTED] in cash.

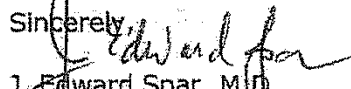
On general mental status examination Mrs. Frasier was well dressed and groomed, alert and in no distress, and quite cooperative with the examination. Her mood was euthymic, her affect was appropriate in direction and degree, but she was visibly anxious and shaky and was unable to come up with several personal details until later in the evaluation, when she had calmed down a bit. There were no abnormalities of the form, flow or content of thought, and her psychomotor behavior was unremarkable. She scored 18/30 on the MMSE, losing one point each on orientation to the year, month, date, day, season, place, three on recall (although she correctly recalled one item with a category prompt), one on three-step command, and one on figure copying. This score is consistent with moderate cognitive impairment for her age and advanced education. Her performance on the other tests was mixed: her naming and clock drawing were mildly impaired, and her recall of remote, impersonal information was more moderately impaired. I do believe that her performance was negatively affected by anxiety, and if the evaluation were less rushed and I had the opportunity to help her relax and settle down, she would have performed somewhat better.

Based upon this evaluation I believe that Mrs. Frasier has mild to moderate global cognitive impairment. However, despite this impairment, she was able to identify her assets and her heirs, and clearly understood that her trust and will would determine the distribution of her wealth after she dies. Further, I did not elicit any thought content that suggested a delusional basis for her proposed estate plan changes. Accordingly, I believe that she retains the testamentary capacity (as defined in Cal. Probate Code §6100.5) required to modify her estate plan [REDACTED]

[REDACTED] I also believe that she retains the capacity to enter into contracts, *as long as she is not required to rely on her unaided recall alone.*

Since I evaluated her, I have learned that Mrs. Frasier is serving as co-trustee (with Premier Trust of Nevada) of her living trust, and I was asked if, in my opinion, she is capable of continuing in that role. I believe she does retain the capacity to serve as co-trustee, as long as she has a competent co-trustee with whom she can consult in the management of trust assets.

Sincerely,


J. Edward Spar, M.D.
Professor of Psychiatry
Division of Geriatric Psychiatry

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Jacqueline Bryant
Clerk of the Court
Transaction # 6347148 : csulezic

EXHIBIT 5

EXHIBIT 5



April 26, 2017

JAMES E. SPAR, M.D.
PROFESSOR, DEPARTMENT OF PSYCHIATRY
& BIOBEHAVIORAL SCIENCES
DIVISION OF GERIATRIC PSYCHIATRY
DAVID GEFKEN SCHOOL OF MEDICINE AT UCLA
760 WESTWOOD PLAZA
LOS ANGELES, CALIFORNIA 90024-1759

Barnet Resnick
Vogt Resnick Sherak, LLP
4400 MacArthur Blvd., Suite 900
P.O. Box 7849
Newport Beach, CA 92658-7849

Dear Mr. Resnick:

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Mrs. Frasier initially thought she was being evaluated for pain in her left hip and back, which began when she fell down a flight of 13 stairs a few months ago. But when I asked her about recent contact with attorneys, she told me that she had seen Mr. Brooks, her regular attorney, and you, and was working on changes in her will and trust. She told me that she has three children: Brad, Amy, and Nori, and she has become estranged from all three [REDACTED]

[REDACTED] She has already given each of her five grandchildren \$100 thousand for college, and the existing version of her estate plan would distribute her estate among the three children. [REDACTED]

Mrs. Frasier told me that her estate includes her half (the other half is in her late husband's trust) of three houses: the one in which she is living, located in San Juan Capistrano (which she said her daughter, son-in-law and son directed the purchase of with her funds, for approximately [REDACTED] the house in which she had been living before the fall, at 3 Pinewood Avenue, in



Irvine, CA; and a house in Palm Springs. She could not recall the address of the house in San Juan Capistrano because she only moved there recently. She also has about [REDACTED] in cash.

On general mental status examination Mrs. Frasier was well dressed and groomed, alert and in no distress, and quite cooperative with the examination. Her mood was euthymic, her affect was appropriate in direction and degree, but she was visibly anxious and shaky and was unable to come up with several personal details until later in the evaluation, when she had calmed down a bit. There were no abnormalities of the form, flow or content of thought, and her psychomotor behavior was unremarkable. She scored 18/30 on the MMSE, losing one point each on orientation to the year, month, date, day, season, place, three on recall (although she correctly recalled one item with a category prompt), one on three-step command, and one on figure copying. This score is consistent with moderate cognitive impairment for her age and advanced education. Her performance on the other tests was mixed: her naming and clock drawing were mildly impaired, and her recall of remote, impersonal information was more moderately impaired. I do believe that her performance was negatively affected by anxiety, and if the evaluation were less rushed and I had the opportunity to help her relax and settle down, she would have performed somewhat better.

Based upon this evaluation I believe that Mrs. Frasier has mild to moderate global cognitive impairment. However, despite this impairment, she was able to identify her assets and her heirs, and clearly understood that her trust and will would determine the distribution of her wealth after she dies. Further, I did not elicit any thought content that suggested a delusional basis for her proposed estate plan changes. Accordingly, I believe that she retains the testamentary capacity (as defined in Cal. Probate Code §6100.5) required to modify her estate plan [REDACTED]. I also believe that she retains the capacity to enter into contracts, *as long as she is not required to rely on her unaided recall alone.*

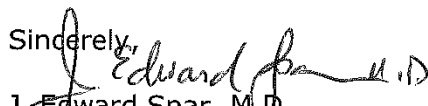
Since I evaluated her, I have learned that Mrs. Frasier is serving as co-trustee (with Premier Trust of Nevada) of her living trust, and I was asked if, in my opinion, she is capable of continuing in that role. I believe she does retain the capacity to serve as co-trustee, as long as she has a competent co-trustee with whom she can consult in the management of trust assets.

After the above portion of this report was written, I was contacted by your office on April 24, 2017, to discuss several issues that had been raised about this report. These issues were: That my gathering of information was limited due to Ms. Frasier's late arrival to the appointment; that I did not mention that Ms. Frasier hit her head and suffered a subdural hematoma when she fell; my conclusion that, in spite of her "moderate cognitive impairment" Ms. Frasier retains contractual capacity so long as she is not required to rely on her "unaided recall" alone, and my conclusion that she can act as co-trustee so long as she has the assistance of a co-trustee.



With respect to her late arrival, I believe I elicited enough information to support my conclusions. With more time, I may have been able to settle her down a bit and possibly elicited a better performance on the formal cognitive testing, but I doubt that any of my conclusions would have been different. Regarding the subdural, as I mentioned in our discussion, exactly *how* Mrs. Frasier arrived at the state she was in on February 28, 2017 is a matter of utter indifference to me, as I was asked only to render an opinion about her mental and cognitive status on that date. Her medical history could be extremely important if I were a treating physician, as it could be relevant to her treatment and prognosis. But since I am not her treating physician, her medical history is irrelevant to me. Regarding my conclusions, it is important to note that most of her cognitive impairment is in the area of memory, not receptive language ability or intelligence. Accordingly, it was my opinion that, as of February 29, 2017, she retained the ability to understand the language of contracts, and to make an informed and self-interested decision to enter into a contract, as long as her recall of facts and information relevant to the contract could be aided (via notes or the assistance of her attorney or other adviser) at the time she enters into the contract. Finally, I believe that, because of her cognitive impairment, she would be at significant risk of making errors of recall, impulse control, and judgment if she were acting as sole trustee of her trust and required to make a lot of day-to-day decisions without assistance. But *with* the assistance of a co-trustee with whom she can work, who can "look over her shoulder" and prevent errors of recall, impulse control, and judgment, I believe she can continue to serve as co-trustee of her trust despite her cognitive impairment.

Sincerely,


J. Edward Spar, M.D.
Professor of Psychiatry
Division of Geriatric Psychiatry

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Jacqueline Bryant
Clerk of the Court
Transaction # 6347148 : csulezic

EXHIBIT 6

EXHIBIT 6



May 22, 2017

JAMES E. SPAR, M.D.
PROFESSOR, DEPARTMENT OF PSYCHIATRY
& BIOBEHAVIORAL SCIENCES
DIVISION OF GERIATRIC PSYCHIATRY
DAVID GEFFEN SCHOOL OF MEDICINE AT UCLA
760 WESTWOOD PLAZA
LOS ANGELES, CALIFORNIA 90024-1759

Barnet Resnick
Vogt Resnick Sherak, LLP
4400 MacArthur Blvd., Suite 900
P.O. Box 7849
Newport Beach, CA 92658-7849

Dear Mr. Resnick:

At your request I evaluated Mrs. Dinny Frasier, an 88-year old woman, in my office on May 19, 2017. Mrs. Frasier was accompanied to my office by Janie Mulrain, a professional fiduciary, and Rae Juarez, her caregiver, both of whom remained out of the office during the 75-minute evaluation. I asked Mrs. Frasier why she was being evaluated, inquired about her estate and her estate plans, and administered a general mental status examination, a Folstein Mini-Mental State Examination (MMSE) and several additional tests of naming, remote memory, frontal executive function (as reflected by similarities, word list generation, proverb interpretation, and clock drawing), and general information and reasoning.

Mrs. Frasier said, "I want to fire my Trustee, Premier Trust, especially Nicole". She went on to list some of the reason she wants to replace Premier Trust, which has headquarters in Nevada, with a Trustee with offices close to where she lives. She said that trust officer Nicole has been extremely difficult to reach, that she had scheduled a meeting with Nicole and waited for two hours and Nicole never showed up and did not call, and that Nicole will not return Mrs. Frasier's calls. She also said that Nicole has hired three new attorneys to work on her trust; Mrs. Frasier doubts the services of these attorneys are necessary and is concerned about the expense. She also complained that Premier Trust is not paying her bills, as promised, and mentioned that her house and the surrounding garden need work, but Premier Trust has not paid for the necessary services.

Mrs. Frasier is still unhappy living in the house that her daughter Amy and son-in-law Bill Wilson bought for her, after telling her that they would move in with her and help take care of her, and then never setting foot in the house and having essentially no communication with her. She said, "They lied about all of it". She also spoke a bit about her other children. She said her son Brad "Is fighting me in court. He doesn't want to pay back money my husband loaned him" (to purchase a medical building), and also expressed anger and exasperation towards her daughter Nori, saying, "We



(referring to her late husband Joe Frasier) bought them a house, and bought her a house, and she owes me money and doesn't want to pay it back". She continues to be angry at all three children [REDACTED]

Mrs. Frasier told me that she intends to sell all three of her houses: the one she is living in, the one she moved from (at 3 Pinewood Avenue, in Irvine, CA), and her house in Palm Springs. Then she plans to buy a smaller house for herself.

On general mental status examination Mrs. Frasier was well dressed and groomed, alert and in no distress, and quite cooperative with the examination. Her mood was euthymic, her affect was appropriate in direction and degree, and there were no abnormalities of the form, flow or content of thought. Her psychomotor behavior was unremarkable. She scored 15/30 on the MMSE, losing one point each on orientation to the year, month, date, day, season, place, floor, city and county; three on recall, and one on figure copying. This score is consistent with moderate cognitive impairment for her age and advanced education. Her performance on the other tests was mixed: her naming was intact, her spontaneous recall of remote, impersonal facts and information was moderately to severely impaired, but responded to clues, and her frontal executive function as reflected by word list generation was moderately impaired. However, on the tests of frontal executive function that I was not able to administer the first time I evaluated her, including similarities, proverb interpretation, and general information and reasoning, her performance was normal or slightly superior to normal.

Based upon this evaluation I believe that Mrs. Frasier has mild to moderate global cognitive impairment, with deficits mainly in spontaneous recall of previously learned facts and information, and registration and recall of new information. Despite this impairment, her clear understanding of her circumstances was reflected in her ability to provide a perfectly rational explanation for her decision to fire her current trustee and appoint another. To express this in California statutory language, with respect to her decision to replace her trustee, she was able to communicate the decision, and to understand and appreciate, to the extent relevant, the rights, duties, and responsibilities affected by the decision; the probable consequences for herself and the other persons affected by the decision; and the significant risks, benefits, and reasonable alternatives involved in the decision. I believe she is equally competent to make other trust-related decisions, such as to hire and fire and work with her attorneys as the need arises.

Sincerely,

J. Edward Spar, M.D.
Professor of Psychiatry
Division of Geriatric Psychiatry

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Jacqueline Bryant
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EXHIBIT 7

EXHIBIT 7



September 26, 2017

JAMES E. SPAR, M.D.
PROFESSOR, DEPARTMENT OF PSYCHIATRY
& BIOBEHAVIORAL SCIENCES
DIVISION OF GERIATRIC PSYCHIATRY
DAVID GEFKEN SCHOOL OF MEDICINE AT UCLA
760 WESTWOOD PLAZA
LOS ANGELES, CALIFORNIA 90024-1759

Barnet Resnick
Vogt Resnick Sherak, LLP
4400 MacArthur Blvd., Suite 900
P.O. Box 7849
Newport Beach, CA 92658-7849

Dear Mr. Resnick:

At your request I evaluated Mrs. Dinny Frasier, an 88-year old woman, in my office on September 22, 2017. Mrs. Frasier was accompanied to my office by Janie Mulrain, a professional fiduciary, and Rae Juarez, her caregiver, both of whom remained out of the office during the 60-minute evaluation. I asked Mrs. Frasier about events that had transpired since my last evaluation of her conducted on May 19, 2017, and then administered a general mental status examination, a Folstein Mini-Mental State Examination (MMSE) and several additional tests of naming, remote memory, frontal executive function (as reflected by similarities, word list generation, proverb interpretation, and clock drawing), and general information and reasoning.

Mrs. Frasier told me that she was quite unhappy and discouraged about the way things are going in her ongoing conflict with her children, and repeated many of the complaints she had registered with me before: that her children are only interested in her money and really don't care about her at all and are causing her continued grief. She said, "They are tearing my heart out. They want the money I have in my trust and want to put me in a home". She also said, "I have no children. My dogs (Abby, Mandy and Lily, all "mutts" rescued from the Irvine Shelter) are my children now". She also complained about persistent pain in the right side of her body, but admitted that she was not in pain during the evaluation, which was conducted with her sitting comfortably in a wheelchair. She expressed unhappiness about the fact that she may be required to appear in court in Reno, Nevada, and indicated that even if she is successful in coming to a settlement with her children she has no interest in reconciling with any of them. She did acknowledge that her grandson Brendan (Brad's son) who is about 15 years old, has called her and even sent her a one pound box of See's candy, but she indicated that none of her three children are speaking to her. She mentioned a surprise visit from her nephew Ronnie, who lives in "a Chicago suburb", but indicated that he only wanted money.




Mrs. Frasier is still unhappy living in the house that her daughter Amy and son-in-law Bill Wilson bought for her, saying that it "cavernous" and way too big for her. She still intends to sell all three of her houses (the one she is living in now, in Mission Viejo; her old house in Irvine, and a "one-story bungalow in the desert" near Palm Springs) and hopes to find something smaller.

On general mental status examination Mrs. Frasier was well dressed and groomed, alert and in mostly in no distress, with brief periods of distress when she described her pain. She was quite cooperative with the examination. Her mood was generally euthymic and she displayed an appropriate sense of humor; her affect was appropriate in direction and degree, and there were no abnormalities of the form, flow or content of thought. Her psychomotor behavior was unremarkable. She scored 22/30 on the MMSE, losing one point each on orientation to the month, date, day, place, city and floor; three on recall (although she correctly recalled one of the items with a category prompt), and one on figure copying. This score is slightly better than her performance in May, and continues to be consistent with mild cognitive impairment for her age and advanced education. Her performance on the other tests was mixed: her naming was intact, her spontaneous recall of remote, impersonal facts and information was moderately to severely impaired, but responded to clues, and her frontal executive function as reflected by word list generation was moderately impaired. Her frontal executive function as reflected by similarities and proverb interpretation was intact, and as reflected by clock drawing was mildly impaired. On tests of general information and reasoning her performance was within normal limits.

Based upon this evaluation I believe that Mrs. Frasier still is functioning in the range of mild to moderate global cognitive impairment, with deficits mainly in spontaneous recall of previously learned facts and information, and registration and recall of new information. Despite these deficits, I believe she is still retains testamentary and contractual capacity, is quite aware of her overall circumstances, and remains capable of guiding you in the process of seeking a settlement of her current legal dilemma.

Sincerely,


J. Edward Spar, M.D.
Professor of Psychiatry
Division of Geriatric Psychiatry

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Clerk of the Court
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EXHIBIT “6”

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Clerk of the Court
Transaction # 6919160 : pmsewell

EXHIBIT 1

EXHIBIT 1

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]

DECLARATION OF SANDRA KLEIN, Ph.D.

I, SANDRA P. KLEIN, Ph.D., hereby declare as follows:

1. I am a resident of California.

2. I have personal knowledge of the facts set forth below, and if called as a witness, could and would testify competently to the following facts.

3. I am a licensed clinical psychologist in the State of California, license #PSY 13918.

4. A true and correct copy of my Curriculum Vitae is attached hereto as **EXHIBIT A**.

5. I obtained my doctorate degree from the California School of Professional Psychology in San Diego, California in 1992.

6. I am currently employed by the University of California, Irvine as an Assistant Clinical Professor in the Department of Family Medicine, Division of Geriatric Medicine and Gerontology.

7. A true and correct copy of my report from my August 30, 2018 evaluation with Dinny Frasier is attached hereto as **EXHIBIT B**. Said report was redacted to protect the portions of the letters that reveal Ms. Frasier's private and confidential information.

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

Executed in Irvine, California, this 4th day of October, 2018.

By: 

SANDRA P. KLEIN, Ph.D.

Declaration of Sandra Klein, Ph.D.

EXHIBIT A

EXHIBIT A

Sandra P. Klein, Ph.D.

Education 1987 - 1992 California School of Professional Psychology
Clinical Psychology San Diego, California
PH.D.

1985 - 1987 California State University
Experimental Psychology Long Beach, California
M.A.

1976 - 1980 University of Delaware
Psychology & Economics Newark, Delaware
B.A.

Licenses July 29, 1994 Licensed Clinical Psychologist
License # PSY 13918 State of California

8/94 - Present Dove Psychological Associates Newport Beach, CA

Professional Experience

Licensed Clinical Psychologist, Private Practice

- This position involves conducting Psychological/Neuropsychological Assessment, and providing Psychotherapy to Adults, Couples, Adolescents and Families. Testing includes administration, interpretation, report writing, and explanation of test findings to clients and their families, fellow clinical psychologists, educational psychologists, geriatricians, neurologists, and psychiatrists. Neuropsychological Assessments include Medical/Legal evaluations and Capacity evaluations.

10/2014 – Present University of California Irvine(UCI) Orange, CA
Department of Family Medicine
Program in Geriatric Medicine & Gerontology
Health Assessment Program for Seniors (HAPS)

Clinical Psychologist/Consulting Neuropsychologist

- This position involves conducting Brief Neuropsychological Evaluations and reviewing the findings of these assessments with the patient and their family at a Family Conference two weeks later. This is performed as part of the HAPS Consultation Clinic at UCIMC and works with a geriatric population assessing dementia, depression, and cognitive functioning as part of the HAPS team which includes a Geriatrician, Neuropsychologist, Pharmacist, Occupational Therapist and Dietician. Teaching Medical Residents and Fellows, as well as Pharmacy students is also a part of the position. Lecturing Psychiatric residents intermittently.
- As a contributor to the GWEP Grant, I help educate primary care medical staff about cognitive function within the geriatric population differentiating dementia, depression, acquired brain injury and other diagnostic issues.

Curriculum Vitae - Sandra P. Klein, Ph.D.

- Another position included in my part time contract with UCI is working on the Elder Abuse Forensic Center team. This position involves going out in the field to do Brief Neuropsychological Evaluations on a geriatric or dependent adult population and assess cognitive function, write reports and complete Capacity Declarations if needed. This team works with Adult Protective Service, District Attorney's Office in Orange County, Orange County Law Enforcement, Council on Aging and other OC community agencies.

9/00 – 12/12 Coastline Community College Costa Mesa, CA

Acquired Brain Injury Program

Professional Expert/Consulting Neuropsychologist

- This position involves supervising and coordinating neuropsychological interns, conducting student assessments, consulting with staff on individual student cases including direct intervention in crisis situations; reviewing applicant files to verify disabilities, coordinating empirical research on program outcomes. (1/06-12/12)

Counselor

- This position involves conducting groups using a 'Future Planning' workbook and working with students individually to help them transition out of a two-year cognitive retraining program into further educational or career plans. (4/01-3/10)

6/09 – 12/10 Alliant International University/CSPP Irvine, CA

Forensic Program

Professor-Teaching Graduate students Assessment.

- This position involves teaching Psy.D. graduate students Psychological Assessment I, Neuropsychological Assessment, & Projective Tests.

9/00 – 4/01 Coastline Community College Costa Mesa, CA

Acquired Brain Injury Program

Psychosocial Instructor

- This position involves teaching acquired brain injured students psychosocial skills in a group setting using didactic lecture and interactive participation.

8/94 – 3/97 San Pedro Peninsula Hospital San Pedro, CA

Lakewood Regional Medical Center Lakewood, CA

Licensed Clinical Psychologist, Rehabilitation Unit

- This position involved conducting psychological and neuropsychological tests; including administration, interpretation, report writing, and explanation of findings to inpatient and outpatient clients, their families, and other rehabilitation staff. This is as an associate to the main neuropsychologist.

3/94 - 7/94 Michael S. Daniel, Ph.D. Huntington Beach, CA

Registered Psychological Assistant

This position involved conducting psychological and neuropsychological tests; including administration, interpretation, report writing, and explanation of findings to inpatient and outpatient clients, their families, and other rehabilitation staff.

12/90 - 7/94 Douglas E. Harrington, Ph.D. Newport Beach, CA

Registered Psychological Assistant

- This position involved conducting Psychological and Neuropsychological Tests; including administration, interpretation, report writing, and explanation of findings to inpatient and outpatient clients, fellow psychologists, educational psychologists, and psychiatrists. It also involved conducting psychotherapy with adults, couples, adolescents, and families.

2/94 - 6/94 Coastline Community College Costa Mesa, CA

Traumatic Head Injury Program

Instructor for Interact Class

- This position involved teaching a psychoeducational social skills class, including assessing and evaluating students, as well as providing information to their families and other staff regarding their psychosocial strengths and weaknesses.

3/89 - 6/90 Coastline Community College Costa Mesa, CA

Traumatic Head Injury Program

Counselor/Neuroeducational Associate

- This Internship position involved conducting neuropsychological and neuroeducational testing using the Luria-Nebraska Neuropsychological Battery and the Cognitive Assessment System. Counseling students regarding their progress in the program was also part of this internship. Testing included administration, interpretation, report writing, and explanation of findings to staff, students, and their families. I also acted as a substitute instructor and lecturer at orientation.

9/90 - 7/91 West County Counseling Center Huntington Beach, CA

Psychological Intern

- This Internship position involved providing psychotherapy for adults, adolescents, children, and families. It also involved doing Psychological Testing including administration, interpretation, report writing, and explanation of findings to staff, fellow interns, clients and their families.

Curriculum Vitae - Sandra P. Klein, Ph.D.

	9/86 - 6/87	California State University Community Psychology Clinic	Long Beach, CA
		Graduate Assistant for Practicum Course	
		■ This position involved working closely with staff, other students, and clients; providing counseling, supervision, and treatment planning.	
	4/85 - 5/88	Newport Harbor Hospital An Adolescent Acute & Residential Treatment Facility	Newport Beach, CA
		Psychiatric Assistant/Shift Leader	
		■ This position involved providing supervision and management of floor staff and patients; including individual, group, and family therapy, treatment planning and frequent crisis intervention.	
	8/82 - 4/85	Greatwest Health Services, Inc. An Outpatient Alcoholism Treatment Facility	Orange, CA
		Biofeedback Counselor	
		This position involved providing individual counseling, didactic lectures, and psychotherapy as a co-leader of a couples group with an adult population.	
Research Experience	9/79 - 6/80	University of Delaware Research Assistant for Florence L. Geis, Ph.D.	Newark, DE
		■ This position involved working on a project dealing with sex-role stereotyping.	
	6/86 - 12/87	California State University Research Assistant for Kenneth F. Green, Ph.D.	Long Beach, CA
		■ This position involved working on antihistamines and the analgesia systems, and developing a tolerance to morphine analgesia from a brief exposure to a sweet solution.	
	6/90 - 6/92	California School of Professional Psychology Coastline Community College	San Diego, CA Costa Mesa, Ca.
		Dissertation Mark Sherman, Ph.D. Chairman of Committee	
		■ This research involved working on social skills training with adults with acquired brain injuries.	
Publications		Klein, S.P. & Green, K.F. (1988). Tolerance to Morphine Analgesia from Brief Exposure to a Palatable Solution. <u>Brain Research Bulletin</u> , Vol. 21, pp. 963-965.	
		Chao, L., Klein, S.P. & Duran, R. (2011). Effectiveness of Cognitive Rehabilitation: An Evaluation of Coastline Community College Acquired Brain Injury Program (CCCABI). <u>Archives of Clinical Neuropsychology</u> . Vol. 26, 6 pp. 469.	

Curriculum Vitae - Sandra P. Klein, Ph.D.

Professional Memberships	American Psychological Association (1993-2018)
	National Academy of Neuropsychology (1995-2018)
References	Philip Oncley, Ph.D., Clinical Psychologist 5212 Katella Ave. #104 Los Alamitos, CA 90720 (562) 430-7986 Email: drphiloncley@gmail.com
	Bonnie Olsen, Ph.D., Clinical Psychologist Professor of Clinical Family Medicine Vice Chair of Academic Affairs Department of Family Medicine Keck School of Medicine of USC University of Southern California 1000 South Fremont, Unit 22 Bldg A-6, Room 6314 Alhambra, CA 91803 Office: 626.457.4066 Mobile: 949.230.7169 Email: Bonnie.Olsen@med.usc.edu
	Huong-Anh Long, M.D., Psychiatrist San Pedro Peninsula Hospital Rehabilitation Department 1300 West Seventh St. San Pedro, Ca. 90732 (310) 514-5377
	Lois Wilkerson, Interim Dean of Special Programs Coastline Community College Acquired Brain Injury Program (ABI) 1515 Monrovia Avenue Newport Beach, CA 92663 (714) 546-7600 ext 17201 Email: lwilkerson@coastline.edu

CURRENT CONTACT INFORMATION

Sandra P. Klein, Ph.D.
901 Dove Street Suite 150
Newport Beach, CA 92660
(562) 400-8603
spkleinphd@gmail.com

EXHIBIT B

EXHIBIT B

Frasier, Dinny

MRN: 1325392
Description: 89 year old female**Progress Notes** Encounter Date: 8/30/2018Klein, Sandra
Geriatric Medicine

Date of Consultation: 08/30/2018

Relevant History:

Mrs. Dinny Frasier is an 89-year-old right-handed woman who came to HAPS Consultation Clinic because she has been cognitively and physically declining over the past couple of years with [REDACTED] and a fall on July 13, 2016. She has been evaluated here on July 12, 2018 and this is a follow-up evaluation to address her cognitive ability in relation to her legal situation. Information has been provided to the HAPS Social Worker by Ms. LeeAnn Godfrey, B.S. RN, a Professional/Private Care Manager who has been involved in the case for the past 1 ½ years. Mrs. Frasier was brought in by Ms. Martha Kinyua her Caregiver. Ms. Janie Mulrain-Professional Fiduciary Manager, requested a follow-up evaluation on Mrs. Frasier to focus on her legal issues.

Interview with Mrs. Frasier reveals she is a retired school teacher and received a college degree from Chicago Teacher's College. She reports her husband, Jordan Dana Frasier died 5-years ago and explains, "I was a kid when I got married, we met in high school in Chicago. I was married to Jordan for a lot of years. He was an Engineer, a very brilliant man who made devices." They have 3 adult children; Amy Nori, and Bradley. Mrs. Frasier was a teacher and taught Math and Science. When asked about her Cognitive Ability, Mrs. Frasier denies any problems with Attention/Concentration, Language-receptive or expressive, or Visuospatial Processing. She acknowledges problems with Memory and Executive Functioning-problem solving and decision making. She comments, "I never used to have problems but now I do, the reason I forget everything is because I fell down 30 wooden stairs 2 years ago and it took my memory away." She acknowledges problems with her Mood, explaining "I have problems with all of the above", after the examiner asks if she is more easily sad, frustrated, angry or anxious. When asked directly about her adult children and the legal situation, she states "I'm so disappointed and frustrated with my children who decided to get lawyers to get my money. I've been very generous with them all of their lives, when they were young and as older adults." This is in direct contrast to her comment in the initial evaluation when she reported being close to all her children. She reports she has a wonderful team of professionals helping her maintain her independence. Mrs Frasier explains she has 3 dogs, Abbey, Mandy and Lily that she loves very much.

Interview with Ms. Janie Mulrain reveals she has been involved in Mrs. Frasier's case since December 2016. Ms. Mulrain provides the following accurate history of Mrs. Dinny Frasier's personal circumstances. Dinny has been married to her husband, Jordan 'Joe' Frasier for 65 years before he passed away in October 22, 2014. They have 3 adult children; Amy Wilson-64 who lives in Mission Viejo, Nori Cady-62 who lives in San Jose, and Bradley-60 who lives in San Diego and is a Urologist. She taught in Irvine Unified School District at the Middle School level for 12-15 years. Dinny fell, broke her left hip on July 13, 2016 and suffered a concussion. She has been estranged from her children due to disagreements over financial issues between the Trust Fund set up by her husband, and the children's interests in how the family assets should be handled. Mrs. Frasier no longer drives and has 24/7 Caregivers who help with her ADL's (Activities of Daily Living) and IADL's (Instrumental Activities of Daily Living).

Medical Record Review

Medical Records pertaining to her legal matters reveal that Dr. Michael Haga, M.D. has been seeing Mrs. Frasier in her home since April 2017. He reports the ongoing litigation is a strain on all families. He states, "When she brings up her children, she often brings up money, and how 'kids should never do that to their mother'. It is always in the context of money. She often brings up Brad and how she and her husband loaned him some money to build his practice and he never paid it back." Dr. Haga goes on to discuss he believes Mrs. Frasier is conflicted about seeing her adult children because she cannot say no to them. He reports she is tired after the visits.

Ms. Susan Bedrosian, LCSW has been providing psychotherapy with Mrs. Frasier since September 2017. She reports Dinny has depressed mood, hopelessness, and helplessness with no suicidal ideation. She has expressed anger at her adult children paired with sadness; initially she did not want to see her children, but later was agreeable to resume visits. Ms. Bedrosian has provided supervised visits with her daughter, Nori to ensure no conversation related to finances, the family trust, health care or visitation plans take place. The visits are warm and end with embraces and expressions of love. Nori is respectful of the visitation guidelines and Dinny wants her and her husband to come visit again.

Please see medical records from Dr. Steven Tam with the HAPS Consultation Clinic where a thorough current evaluation of her medical and physical health is reviewed.

Assessment Procedures: Neuropsychological Assessment Battery (NAB) Screening Module, Geriatric Depression Scale-Long Form and Clinical Interview.

Behavior Observations: The patient is alert, oriented to person and generally oriented to place, can concentrate on the task at hand briefly but is easily distracted. Speech is articulate but word finding issues are noted. She is brought into the examination room in a wheelchair, is well groomed and casually dressed. She can use a 2-wheeled walker at home. Mood and affect are anxious. Instructions need to be repeated often and speed of processing information is very slow. When asked the date, she states she can't remember very well and gives an incorrect month and year. She continues to have a good sense of humor. The patient put forth good effort on all tasks and performance is considered a valid assessment of her current cognitive function.

Test Results:

The patient is oriented to person and place but not to date, time or day of the week. She states it is December 2001, a Wednesday instead of Thursday, and generally states she is in an office. Performance on the Geriatric Depression Scale (Long form) continues to indicate a mild level of depressive symptomology now (GDS = 12.5).

Performance on the Neuropsychological Assessment Battery (NAB) Screening Module indicates a Severe level of Impairment for her age and education (NAB Total Screening Index = 3rd %ile). Receptive and expressive language is grossly intact, and more than adequate for testing. Auditory Comprehension is impaired when instructions are too complex or confusing, especially if they cannot be repeated; with repetition she is able to perform most 2 to 3 step commands. Confrontation naming of more complex pictures is in the Moderately Impaired range of functioning (NAB Screening Naming Subtest = <1st %ile). She can identify the name when given a phonemic cue.

Attention/Concentration is normal for basic levels of attention; namely, Focused attention, but impaired for Sustained attention and higher levels of attention; namely Alternating and Divided. She can concentrate when remembering multiple digits forward up to a 6-digit sequence and backward up to a 3-digit sequence but struggles with more complex 4-digit sequences. On a task where she is required to sequentially put a line through the letter 'A' within a row of numbers and letters, she performs in the Moderately Impaired range due to very slow speed of information processing and making errors of omission and commission. On a more complex task where she is expected to cross out the A's while adding the numbers in the row, she performs in the Severely Impaired range indicating she is not capable of performing a divided attention task.

Basic visuospatial processing is Moderately Impaired. The ability to construct designs from abstract plastic shapes is Impaired as is the ability to discriminate abstract drawings. It should be noted she is able to perform the easiest items in these subtests but struggles with the more difficult items.

Verbal abstract reasoning ability is grossly intact, and overall judgment is in the Average range of functioning for her age and education (NAB Executive Function Judgment Subtest = 50th %ile). It should be noted that although she can verbalize what to do in a crisis, it doesn't mean she will be able to do it.

Memory is within the Severely Impaired range of functioning. Long term autobiographical memory is grossly intact, while Short-term Memory is in the Moderate to Severely Impaired range. On a brief Visual Immediate Memory task, she performs within the Below Average range for her age and education (NAB Screening Shape Learning Immediate Recognition = 21st %ile). She performs within the Mildly Impaired range on the Visual Delayed Memory task (NAB Screening Shape Learning Delayed Recognition = 4th %ile). On a brief story telling task, she performs within the Moderately Impaired range of functioning for her age and education on Immediate recall (NAB Screener Memory Immediate Recall = <1st %ile), and in the Moderate to Severely Impaired range on Delayed recall after a 10-minute delay (NAB Screener Memory Delayed Recall = <1st %ile). Retention is within the Severely Impaired range for her age and education as well (NAB Screener Memory Retention = <1st %ile). This suggests that too much verbal information is overwhelming for her even when given a context. It also suggests that she can recognize information especially if present in a visual context than recall the information.

Executive Function is Mildly Impaired for visual planning tasks and Severely Impaired for verbal generation tasks. On a task where the patient must complete visual mazes she performs within the Mildly Impaired range (NAB Screening Mazes = 3rd %ile). On a task where she must generate 3-letter words from a list of 6 letters, she performs within the Severely Impaired range for her age and education (NAB Screening Word Generation = <1st %ile).

Impressions:

Test results reveal Mrs. Dinny Frasier is experiencing Slow Speed of Information Processing and Short-term Verbal Memory is Moderate to Severely Impaired. Attention is grossly intact at the Focused Attention level, but Impaired for Sustained Attention, and Severely Impaired for Divided Attention. She struggles with Confrontation Naming and Visuospatial Processing at complex levels. Her cognitive strengths include intact Long-term Autobiographical Memory, Language, Abstract Verbal Reasoning and Judgment. Receptive language needs repetition of instructions and overall Judgment means she knows what to do in difficult situations but may not be able to do it. These findings suggest Mrs. Dinny Frasier is experiencing a Moderate Neurocognitive Disorder probable Alzheimer's type (Moderate Dementia probable Alzheimer's type).

Mrs. Frasier's safety is a primary concern now. She is dependent on her Caregivers and Case Manager's to handle her ADLs and IADLs. It is important to utilize her strengths to help her respond more independently both cognitively and physically if possible. Mrs. Frasier can express a choice if she is given time to process the information in a given situation. She is also capable of understanding information in the moment and providing rational reasons for her respective decisions. However, she is not capable of appreciating the situation or consequences of her decisions independently. She is unable to manipulate information and balance the pros and cons of her immediate situations because information becomes overwhelming for her and she needs assistance keeping facts and details correct without forgetting. This makes her vulnerable to undue influence by others when it comes to her financial affairs. Mrs. Dinny Frasier does have Testamentary Capacity but does not have Contractual Capacity.

Recommendations:

1. Keep a notebook or use a digital recorder to take down important information so she can compensate for any memory difficulty and consolidate the information which will make it easier to reference and recall.
2. Continue to remain active either with new activities at and Adult Health Day Center or classes at the local Senior Center with a Caregiver such as Balance Classes like Tai Chi. Having lunch with friends and supervised visits with family will increase socialization.
3. Continue Psychotherapy with an experienced Clinical Social Worker/Psychologist who specializes in the geriatric population to help Mrs. Frasier adjust to the changes of her cognitive decline and supervise family visit so undue stress is not placed on her.
4. Consider moving into an Assisted Living Facility to provide a structure and basic needs to make it easier for Mrs. Frasier to be cared for as she continues to adjust to age-related physical and cognitive changes.
5. Repeat testing in 12 months with comparison to this baseline evaluation to monitor any cognitive changes. If there is significant decline or if more specific information is needed repeat testing sooner.

This session took 4 hours including scoring and report writing.

Electronically signed by Klein, Sandra at 10/4/2018 2:06 PM

Office Visit on 8/30/2018

FILED
Electronically
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2018-11-19 02:30:45 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 6983581 : swilliam

EXHIBIT 12

EXHIBIT 12

SANDRA P. KLEIN, PH.D
Clinical Psychologist

NEUROPSYCHOLOGICAL EVALUATION

NAME: Dinny Gray Frasier
DATE OF BIRTH: March 27, 1929
EXAMINER: Sandra P. Klein, Ph.D.
DATE OF EVALUATION: November 12, 2108

REASON FOR REFERRAL

Mrs. Dinny Frasier is referred for a Neuropsychological Evaluation to understand her current cognitive strengths and weaknesses. She has been evaluated by Dr. James E. Spar M.D. at UCLA on February 28, 2017, May 19, 2017, and September 22, 2017. She has been evaluated at the Health Assessment Program for Seniors (HAPS) at UCIMC on July 12, 2018 and then again for just a cognitive follow-up evaluation on August 30, 2018 to address her legal issues. This evaluation is to address any cognitive changes and understand her ability to address her current legal situation now.

RELEVANT HISTORY

Interview with Mrs. Dinny Frasier

Mrs. Dinny Frasier reveals she met her husband Jordan Frasier in the neighborhood growing up. "I went to all his high school football and basketball games when we were in high school. My husband was the best man I ever met." She describes how he was an investor and has a lot of patents that made money as a result. She reports she graduated from Chicago's Teacher College and taught science and math in Middle School. She has three adult children and five grandchildren; Amy Wilson, Nori Cady, and Bradley Frasier. Mrs. Frasier reports she fell down 30 wooden steps in her home, broke her hip and suffered a concussion two years ago. She states, "I have problems with my memory since my fall 2 years ago." When asked about her cognitive ability, she denies any problems with Attention/Concentration, Language-receptive or expressive, or Visuospatial Processing. She acknowledges difficulty with Memory and Executive Function-decision making and problem-solving. When asked about her legal difficulties with her adult children, she states "Greed is a terrible thing. It's music to my ears talking to you because you're a truthful and honest person." She goes on to explain how she didn't know what she was signing when her daughter Amy had her sign changes to her part of the Trust. She also comments, "Amy just floats along, is not as dynamic or ambitious. I love her husband because he treats her well and she takes him for granted." When asked about Nori, she comments, "I hoped that she could be happy and get more of a college education, but I don't think she will." When asked about her son Bradley, she comments "He's good natured and helps everybody that needs help. Sometimes he doesn't make his appointments with me. The contract we had with him regarding the building, he didn't honor it, he didn't keep his word on the loans

Neuropsychological Evaluation – Dinny Gray Frasier

he owed.” Mrs. Frasier goes on to talk about her dogs, Abby, Mandy and Lily who are all rescue dogs and how much she loves them.

Medical Record Review

On July 12, 2018 Mrs. Frasier was evaluated at the HAPS program which includes being seen by a Geriatrician, Dr. Steven Tam, M.D., a Neuropsychologist, Dr. Sandra P. Klein, Ph.D., a Pharmacist, Dr. Tatyana Gurvich, Pharm.D. an Occupational Therapist and a Dietician. She has full time Caregivers and Case Management by an RN as well as a Professional Fiduciary and a Licensed Clinical Social Worker who provides psychotherapy. All ADLs and IADLs are done for her. An overview of her medical history and current medical and physical issues is documented. Please see this medical record for details.

ASSESSMENT PROCEDURES

Cognitive Abilities Screening Instrument (CASI), Clock Drawing, Neuropsychological Assessment Battery’s (NAB) Screening Memory and Naming Subtests, NAB Executive Function Judgment Subtests, Geriatric Depression Scale-Long Form and Clinical Interview.

BEHAVIORAL OBSERVATIONS

The examinee is alert, articulate and able to concentrate on the task at hand. She is brought into the office by her Caregiver, Martha in a wheelchair. She is well groomed and nicely dressed. Mood is euthymic and affect anxious at times. She doesn’t become unduly upset when tasks become difficult, she just explains she doesn’t think as well since her fall. She does lose her train of thought and can be cued to get back on track. Instructions need to be repeated and spoken slowly. She put forth good effort on all tasks, and these results are considered a valid and reliable assessment of her performance.

TEST RESULTS

The patient is oriented to person and place but incorrectly states month, date, year, the day of the week, season, and city. She states it is December instead of November and can choose 2018 when given a multiple-choice option of what year it is. Performance on the Geriatric Depression Scale (Long form) indicates a Mild level of depressive symptomology endorsed now (GDS = 11).

Performance on the CASI, a brief measure of global cognitive function is 58.5/100 (<1st %ile) within the Impaired range of functioning for her age and education.

Receptive and expressive language is grossly intact, and more than adequate for testing. She can comprehend and respond to a three-step command with one error. Reading and writing are grossly intact. Confrontation naming is within normal limits for simple body parts and objects, although she could not come up with the word ‘wrist’ and kept calling it “an elbow”. Confrontation naming of more complex pictures is in the Moderately Impaired range of functioning (NAB Screening Naming Subtest = <1st %ile). She can identify the name when given a phonemic cue. Semantic fluency is in the Impaired range (Fluency = 3/10).

Neuropsychological Evaluation – Dinny Gray Frasier

Attention/Concentration is normal for basic levels of attention; namely, Focused attention, but impaired for Sustained attention and higher levels of attention; namely Alternating and Divided. She can concentrate when remembering multiple digits forward and backward for a simple and complex 3-digit sequences but struggles with a complex 4-digit sequence. Repetition of a simple verbal phrase is accurate. Repetition of a more difficult phrase is accurate and precise. Speed of Information Processing is slow.

Basic visuospatial processing is Impaired. The ability to draw intersecting pentagons is problematic and she struggles to draw a pentagon making it into a square. She draws the second figure over the first and uses a common side to complete the figure. A more complex drawing where the patient is required to draw the face of a clock and set the hands to a specific time is difficult for her, she places the numbers around a circle she draws within the circle but is not accurate in number placement. She is not able to set the hands to '10 past 11'.

Verbal abstract reasoning ability is grossly intact, and overall judgment is in the Average range of functioning for her age and education (NAB Executive Function Judgment Subtest = 31st %ile). It should be noted that although she can verbalize what to do in a situation or crisis, it doesn't mean she can do it.

Memory is within the Severely Impaired range of functioning. Long term autobiographical memory is grossly intact, while Short-term Memory is in the Moderate to Severely Impaired range. Immediate repetition of three words is intact, immediate recall of those three words is problematic and decline is noted. She spontaneously recalls 0 out of 3 words, recalls 1 out 3 words with a verbal cue and completely forgets the other two words. After a 25-minute delay, she spontaneously recalls 0 out of 3 words and recognizes 2 out 3 words when given a multiple-choice option.

IMPRESSIONS

Test results reveal Mrs. Dinny Frasier is experiencing Slow Speed of Information Processing, problems with distractibility as well as Alternating/Divided Attention. Focused Attention is grossly intact and Sustained Attention is better at different times of the day, namely in the mornings. She continues to struggle with Confrontation Naming and Visuospatial Processing of complex stimuli. Her cognitive strengths include intact Long-term Autobiographical Memory, Language, Abstract Verbal Reasoning and Judgment. She needs others to speak slowly to her and repeat information if she does not receive it well initially. Overall Judgment suggests she knows what to do in different situations but may not be able to do it because she is dependent on others physically and cognitively. Her diagnosis remains Moderate Neurocognitive Disorder probable Alzheimer's type (Moderate Dementia probable Alzheimer's type).

Mrs. Frasier's safety and stress-free environment are a primary concern now. She is totally dependent on her Medical Case Manager, Professional Fiduciary and Caregivers for her well-being. It is important to utilize her strengths to help her respond more independently both cognitively and physically if possible. Mrs. Frasier can express a choice if she is given time to process the information in each situation. She is also capable of understanding information in the moment and providing rational reasons for her respective decisions. However, she is not capable

Neuropsychological Evaluation – Dinny Gray Frasier

of appreciating the situation or consequences of her decisions independently. She is unable to manipulate information and balance the pros and cons of her immediate situations because information becomes overwhelming for her and she needs assistance keeping facts and details correct without forgetting. This makes her vulnerable to undue influence by others when it comes to her financial affairs. It is important that she not be pressured by her adult children in these areas and supervision is required when she is visiting with them to ensure a stress-free interaction.

Final Opinion and Summary

Mrs. Dinny Frasier's cognitive ability has remained stable when compared to her performance on neuropsychological evaluations July 12, 2018 and August 30, 2018. She continues to have Testamentary Capacity but would need trusted advisors to help her understand information sufficiently to ensure Contractual Capacity.

Signed in Orange County on November 16, 2018.

Thank you for this referral. It is a pleasure working with Mrs. Frasier. If you have any questions, please feel free to contact me at (562) 400 – 8603.

Sincerely,

A handwritten signature in cursive script that reads "Sandra P. Klein Ph.D.".

Sandra P. Klein, Ph.D.
Clinical Psychologist/Neuropsychologist
CA License # PSY13918

FILED
Electronically
PR16-00128
2018-12-10 03:11:56 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7016358 : yvilorla

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

ARTICLE TWO. TRUST ESTATE

2.1 Definition of Trust Estate

All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The trustee shall hold, administer, and distribute the property described in any schedules of property (which are attached hereto and made a part of this trust instrument), any other property that may be hereafter subject to this trust, and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

2.2 Additions to Trust

From time to time, the trustee may accept additions to this trust from any source. All such additions shall become a part of the trust estate and shall be held, administered, and distributed in accordance with the terms of this instrument. That additional property shall become part of the trust estate upon written acceptance of it by the trustee. Any additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the trustee, as trustee of this trust, or any alternate or successor trustee acting under this instrument, shall be deemed to be a transfer to this trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the trust estate.

ARTICLE THREE. RIGHTS AND POWERS OF SETTLOR

3.1 Power of Revocation and Amendment

This trust may be amended, revoked, or terminated by the settlor, in whole or in part, at any time during her lifetime. After the settlor's death, this trust shall become irrevocable and shall not be subject to amendment after the death of the settlor.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

3.2 Method of Revocation or Amendment

Any amendment, revocation, or termination of this trust shall be made by written instrument signed by the settlor and delivered (in person or by certified mail) to the trustee. An exercise of the power of amendment substantially affecting the duties, rights, and liabilities of the trustee shall be effective only if agreed to by the trustee in writing. The method of amendment and revocation provided in this section is the exclusive method of such amendment or revocation.

3.3 Delivery of Property After Revocation

After any revocation or termination, the trustee shall promptly deliver the designated property to the settlor.

3.4 Trustee's Retention of Assets on Revocation

In the event of any revocation of all or part of the trust, the trustee shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities the trustee has lawfully incurred in administering the trust and any fees that have been earned by the trustee, until such time as those liabilities have been discharged and fees paid, unless the settlor indemnifies the trustee against loss or expense.

3.5 Settlor's Power to Approve Trust Investments

Notwithstanding any other provision in this instrument, during the settlor's lifetime, the trustee shall not sell, exchange, or invest trust property without obtaining the settlor's prior written approval. After the settlor's death, the trustee need not obtain any person's prior approval of sales, exchanges, or investments of trust property.

3.6 Exercise of Rights and Powers of Settlor By Others

Any right or power that the settlor could exercise personally under the terms of this instrument, excluding any power to amend, revoke, or terminate this trust, may be exercised for

Article Four - Lifetime Rights of Trustor

Section 1. Income and Principal

a. Right to Trust Income and Principal

My Trustee shall pay to me, or apply for my benefit during my lifetime, all or such part of the income and principal of my Trust Estate as I may direct.

b. Trustee Liability

Upon any distribution of the income or principal of my Trust Estate authorized or directed by me, my Trustee shall incur no liability, and shall be under no obligation or responsibility for such distribution.

Section 2. Incapacity of Trustor

a. Intent to Return Home

Notwithstanding any other provision of my Trust Agreement, as a notification to any governmental benefits provider, if I become incapacitated it is conclusively presumed that I intend to return home.

b. Distribution of Income and Principal

During any period of my incapacity, my Trustee shall pay to my legal representative, or apply for my benefit, as much of the net income and principal of my Trust Estate as my Trustee, in my Trustee's discretion, shall deem necessary or advisable. Any undistributed net income shall be added to principal.

Section 3. Right to Amend or Revoke Trust

a. Power to Revoke and Amend

While I am alive, I may at any time or times amend any provision of my Trust Agreement or revoke my Trust in whole or in part.

b. Method to Revoke or Amendment

Any amendment or revocation of my Trust Agreement made during my life shall be by a written instrument signed by me and delivered to my Trustee.

c. Trustee Consent

Any exercise of a power of amendment substantially affecting the duties, rights and liabilities of my Trustee shall be effective upon my Trustee only if agreed to by my Trustee in writing.

d. Delivery of Property After Revocation

After any revocation with respect to my Trust, my Trustee shall promptly deliver my Trust Estate to me.

e. Trustee's Retention of Assets Upon Revocation

In the event of any revocation of all or part of my Trust, my Trustee shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities my Trustee has lawfully incurred in administering my Trust unless I indemnify my Trustee against loss or expense.

Section 4. Exercise Trustor's Rights and Powers by Others

Any right or power, other than (i) an amendment by Will, or (ii) any right or power that would constitute a general power of appointment if held by my Attorney-in-Fact, may be exercised for and on my behalf by any Attorney-in-Fact who, at the time of the exercise, is duly appointed and acting for me under a valid and enforceable Power of Attorney executed by me. Only if no such Attorney-in-Fact is then available may a legal representative appointed by a court of competent jurisdiction exercise such right or power.

Other than as provided in this Section, my powers under my Trust Agreement are personal to me and may not be exercised by any other person or entity.

Section 5. Property Held as Nominee

For administrative convenience, it is contemplated that certain assets may be added to my Trust Estate, from time to time, with the possession and control thereof retained by or redelivered to me. Notwithstanding such control or redelivery, such assets shall be assets of my Trust Estate and held by me as the nominee of my Trustee. During the period such assets are in my possession, they shall be subject to the following terms and conditions:

- a. I may receive directly and devote to my own use and benefit any dividends, interest, income, or proceeds or distributions from or upon such assets and neither I nor my Trustee shall have any duty of accounting to the other or to any other person with regard thereto.
- b. Any sale, exchange or other transfer of such assets by me shall constitute a withdrawal of such assets from my Trust Estate and my Trustee shall have no further interest therein or duties with regard thereto. Though not a

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Doyle Law Office, PLLC and that on the 11th day of June, 2019, a true and correct copy of the above **APPELLANT'S APPENDIX** 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 11th day of June, 2019.

_____/s Kerry S. Doyle
Kerry S. Doyle

1 CODE: 3373
2 MICHAEL A. ROSENAUER, ESQ.
3 Nevada Bar #2782
4 MICHAEL A. ROSENAUER, LTD.
5 510 West Plumb Lane, Suite A
6 Reno, NV 89509
7 (775) 324-3303
8 Attorney for Janie L. Mulrain Attorney-in-Fact
9 for Mrs. Dinny Frasier

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

12 ***

13 In the Matter of the
14 JORDAN DANA FRASIER
15 FAMILY TRUST
16 _____/

Case No. PR16-00128

Dept. No. 15

17 **JANIE MULRAIN'S CLOSING ARGUMENT**

18 Pursuant to the Court's direction at the close of evidence on October 12, 2018,
19 Janie Mulrain presents this Closing Argument.

20 Ms. Mulrain has been serving since December, 2016 as Dinny Frasier's
21 Attorney-in-Fact. The evidence heard by this Court on October 11 and 12, as well as
22 that which is contained within the Court's file, demonstrates that the Frasier family
23 after Joe Frasier's death was in a state of continual upheaval and endemic
24 dysfunction. Bradley Frasier admitted that after his father's demise, he was
25 estranged from his mother for years. Their angst focused upon a difference of opinion
26 as to the interest that Dinny Frasier and/or the Frasier Family Trust had in the
27 medical building he had purchased partially with funds received from his parents
28

1 personally or as settlors.¹ The file further demonstrates that Amy Frasier Wilson was
2 consistently at odds with her siblings – sister Nori Frasier Cady and brother Dr.
3 Bradley Frasier, mostly over the change to the dispositive terms of the Frasier Family
4 trust where both Nori Frasier Cady and Dr. Bradley Frasier were disinherited in
5 favor of their sister Amy Frasier. Moreover, the testimony showed that Dinny Frasier
6 was upset by the sibling rivalry and her children’s attempts to curry favor to the
7 detriment of the other(s). It cannot be denied that the familial chaos was exacerbated
8 by Dinny Frasier’s advancing age and slowly declining mental acuity. As such, in
9 December 2016, Premier Trust, its counsel and Dinny’s personal attorney Barnet
10 Resnick facilitated the engagement of Janie Mulrain to provide a buffer between
11 Dinny Frasier and her children.
12

13
14 A review of the evidence demonstrated that neither Bradley Frasier nor Amy
15 Frasier took issue with Ms. Mulrain’s requested remuneration. Premier Trust voiced
16 concern that no entity or individual had reviewed Ms. Mulrain’s specific charges to
17 ensure their accuracy and the absence of double payment. However, Premier did
18 accept the representation that review by Dinny Frasier’s counsel quelled their
19 concerns. Finally, the court accepted the bills and invoices attached to Ms. Mulrain’s
20 Fee Application as evidence and hence, there was no need for Ms. Mulrain to take the
21 stand to authenticate her invoices and be subject to cross examination.
22

23
24 The Court’s Order of August 15, 2018 required Janie Mulrain to prove that her
25 invoices were true, correct, reasonable and ordinary to a preponderance of the
26

27
28 ¹ Because the transfer of \$350,000.00 occurred before the Frasier Family Trust was divided into the A and B Trusts, the reference to The Frasier Family Trust is accurate. The fact that the liability, if any, was allocated to the A or B Trust is irrelevant to the argument.

1 evidence. August 15, 2018 Order P3:10-13. The standard of preponderance of the
2 evidence means that the fact in question is more probable than not. Black's Law
3 Dictionary, Fifth Ed. P. 1064 (1979). Jamie Mulrain has met the proscribed standard
4 of proof.

5 Janie Mulrain's invoices were admitted as evidence and no witness attacked their
6 truthfulness or accuracy.² Moreover, no Party called Ms. Mulrain to the stand to testify regarding
7 her invoices. In fact, the only evidence other than the invoices themselves was the
8 acknowledgement by Counsel for Dinny Frasier that he had reviewed the invoices, the
9 charges/costs advanced and time allocated to the tasks. The entries with respect to all three
10 considerations were ordinary, necessary and reasonable. In short, there was no evidence traversing
11 the allegations within Ms. Mulrain's invoices. The efficacy of the invoices have been proven by a
12 preponderance of the evidence.
13

14 Because Ms. Mulrain has met her burden of proof in-so-far as her invoices are
15 concerned, after deducting 2 hours representing \$300.00 for an error in billing
16 identified by Amy Wilson Frasier, Janie Mulrain respectfully requests the sum of One
17 Hundred Seventy-Two Thousand Nine Hundred Forty-One dollars (\$172,641.00) in
18 remuneration for her services through August, 2018 and Seven Thousand Nine
19 Hundred Fifty-Five Dollars and Sixty-Eight Cents (\$7,955.68) in reimbursable
20

21
22 ///

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25 ///

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27
28 ² In her written material which was argument and not evidence, Amy Frasier Wilson pointed out an issue which, upon investigation, warrants adjustment in connection with certain partial charges for March 27, 2018. This adjustment is reflected in the relief requested.


Michael A. Rosenauer, Ltd.
510 W. Plumb Ln., Ste. A
Reno, Nevada
(775) 324-3303

1 advanced costs.

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

5 DATED this 19th day of October, 2018.

8 MICHAEL A. ROSENAUER, LTD.

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10 
11 MICHAEL A. ROSENAUER, ESQ.
12 Attorney for Janie L. Mulrain
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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:

JANIE MULRAIN'S CLOSING ARGUMENT

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:

Amy Frasier Wilson
10 Via Sonrisa
Mission Viejo, CA 92692

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

G. David Robertson, Esq.
ROBERTSON, JOHNSON,
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Bradley L. Frasier, M.D.
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Oceanside, CA 92056

DATED this 19th day of October, 2018.


REBECCA SQUIRE

3640

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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

JORDAN DANA FRASIER FAMILY TRUST

Case No: PR16-00128

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Dr. Klein further opines Mrs. Frasier "would need trusted advisors to help her 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

CERTIFICATE OF SERVICE

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

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

Amy Frasier Wilson
10 Via Sonrisa
Mission Viejo, California 92692

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

DATED this 19th day of November, 2018

By: /s/ Chris Miller
An employee of Wallace & Millsap LLC

INDEX OF EXHIBITS

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2018-11-19 02:30:45 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 6982581 : swilliam

EXHIBIT 10

EXHIBIT 10

1 **2700**
2 G. DAVID ROBERTSON, ESQ. (NV Bar 1001)
3 RICHARD D. WILLIAMSON, ESQ. (NV Bar 9932)
4 JONATHAN J. TEW, ESQ. (NV Bar 11874)
5 Robertson, Johnson, Miller & Williamson
6 50 West Liberty Street, Suite 600
7 Reno, Nevada 89501
8 Telephone No.: (775) 329-5600
9 Facsimile No.: (775) 348-8300
10 *Attorneys for Petitioners,*
11 *Co-Trustees Dinny G. Frasier and Premier Trust, Inc.*

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

In the Matter of the

Case No. PR16-00128

JORDAN DANA FRASIER FAMILY TRUST

Dept. No. 15 [PR]

ORDER

A hearing was held on October 17, 2017, wherein the Court considered multiple matters. Present at the hearing were G. David Robertson, Esq. appearing on behalf of Premier Trust, Barnet Resnick, Esq. and Patrick R. Millsap, Esq. appearing on behalf of Dinny Frasier in her personal capacity, and Scott Hernandez appearing as counsel for Bradley Frasier. The Court having reviewed the pleadings and papers on file herein and having further considered the oral argument of the parties, and good cause appearing therefor,

IT IS HEREBY ORDERED, as follows:

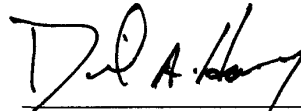
1. In response to Premier Trust's Second Supplemental Petition for Instructions, and based upon other factors considered by the Court, Ms. Dinny Frasier is hereby removed as Co-Trustee of the Jordan Dana Frasier Family Trust and any of the Trusts created thereunder (the "Trusts").

ORDER
PAGE 1

- 1 2. Premier Trust will remain Corporate Trustee of the Trusts until
2 further order of this Court.
- 3 3. This Court shall continue to retain ongoing jurisdiction and oversight
4 regarding the Trusts.
- 5 4. By November 1, 2017, Barnet Resnick, Esq. shall present the Court an
6 *in camera* ledger of his attorney's fees showing the dates he received payment from
7 Ms. Frasier and the amount of the payment.
- 8 5. By November 1, 2017, Ms. Janie Mulrain, who has been represented to
9 the Court is a private fiduciary to Ms. Frasier, shall present the Court *in camera* an
10 accounting of her fees and a listing of all expenses paid by Ms. Mulrain on behalf of
11 Ms. Frasier since Ms. Mulrain became her private fiduciary.
- 12 6. Dr. Bradley Frasier's Motion to Enforce Settlement Agreement to
13 require payment of \$50,000.00 is GRANTED.
- 14 7. Premier Trust shall distribute \$54,000.00 to Dr. Frasier no later than
15 Tuesday October 24, 2017 at 5:00 p.m. Pacific Daylight Time; \$50,000 as payment
16 pursuant to the Settlement Agreement and \$4,000 as compensation for attorneys'
17 fees and costs incurred by Dr. Frasier.
- 18 8. Premier Trust shall further distribute \$50,000.00 from the Trusts to
19 Ms. Frasier pursuant to her request for funds. To the extent that any portion of
20 said amount is used for payment of attorneys' fees, the Court reserves the right to
21 review the appropriateness of those fees at a later date.
- 22 9. Ms. Frasier may petition the Court for removal of Premier Trust as
23 Corporate Trustee of the Trusts upon appropriate legal or factual grounds.
- 24 10. If Premier Trust is removed or resigns as Corporate Trustee of the
25 Trusts, this Court's approval of the successor corporate trustee of the Trusts shall
26 be required, and no appointment of a successor corporate trustee of the Trusts shall
27 be effective without this Court's review and approval.

1 11. Any successor corporate trustee nominated to replace Premier Trust
2 shall have an office and personnel presence in Reno, Nevada in order to enable the
3 Court to maintain its continued oversight with respect to the Trusts.

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5 Dated this 11th day of Dec., 2017.

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8 District Judge
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Jacqueline Bryant
Clerk of the Court
Transaction # 6983581 : swilliam

EXHIBIT 13

EXHIBIT 13

THIRD AMENDMENT AND RESTATEMENT OF
THE SURVIVOR'S TRUST CREATED UNDER THE JORDAN DANA FRASIER
FAMILY TRUST DATED DECEMBER 29, 1980

ORIGINAL

ARTICLE ONE. CREATION OF TRUST

1.1 Preamble

Dinny G. Frasier is one of the settlors and co-trustees of the Jordan Dana Frasier Family Trust dated December 29, 1980, as amended and restated on September 21, 1999, as amended on March 15, 2000, and as amended on June 7, 2000, by Jordan Dana Frasier and Dinny G. Frasier as settlors and as trustees. Jordan Dana Frasier died on October 22, 2014, and pursuant to the terms of the trust agreement, the trust was thereupon divided into the Tax Exemption Trust and the Survivor's Trust.

On May 29, 2015, Dinny G. Frasier exercised her power to amend and restate the Survivor's Trust created under the Jordan Dana Frasier Family Trust and executed the First Amendment and Restatement of the Survivor's Trust created under the Jordan Dana Frasier Family Trust dated December 29, 1980, as the surviving settlor and co-trustee. On June 24, 2016, Dinny G. Frasier again exercised her power to amend the Survivor's Trust and executed the Second Amendment to the Jordan Dana Frasier Family Trust, as the surviving settlor and co-trustee.

In Section 3(a) of the Survivor's Trust, Dinny G. Frasier reserved the right to amend the Survivor's Trust, in the following language:

“a. Power to Revoke and Amend. While I am alive, I may at any time or times amend any provision of my Trust Agreement or revoke my Trust in whole or in part.”

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

The surviving settlor now wishes to exercise her right of amendment and, to that end, does hereby amend the trust pertaining to the Survivor's Trust in the terms set forth in this amended and restated trust. The trustees hereby consent to the terms of this amended and restated agreement. The parties agree that upon execution of this instrument, that trust agreement shall be replaced in whole, and the terms of this amended and restated trust agreement shall supersede the terms of that trust agreement for all purposes. The settlor and the trustees confirm that all assets currently titled in the name of the trustees of the Survivor's Trust created under the Jordan Dana Frasier Family Trust shall continue to be held by the trustees as trust assets of the amended and restated trust.

1.2 Name of Trust

The name of the trust created by this instrument shall be the Survivor's Trust created under the Jordan Dana Frasier Family Trust dated December 29, 1980.

1.3 Effective Date

This agreement shall be effective immediately on execution by all the parties.

1.4 Marital Status

The settlor is not currently married.

1.5 Identification of Living Children

The settlor has three (3) living children, as follows:

<u>Name</u>	<u>Date of Birth</u>	<u>Child's Father</u>
Bradley Frasier		Jordan Dana Frasier
Amy Frasier Wilson		Jordan Dana Frasier
Nori Frasier Cady		Jordan Dana Frasier

1.6 No Deceased Children

The settlor has no deceased children.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

ARTICLE TWO. TRUST ESTATE

2.1 Definition of Trust Estate

All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The trustee shall hold, administer, and distribute the property described in any schedules of property (which are attached hereto and made a part of this trust instrument), any other property that may be hereafter subject to this trust, and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

2.2 Additions to Trust

From time to time, the trustee may accept additions to this trust from any source. All such additions shall become a part of the trust estate and shall be held, administered, and distributed in accordance with the terms of this instrument. That additional property shall become part of the trust estate upon written acceptance of it by the trustee. Any additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the trustee, as trustee of this trust, or any alternate or successor trustee acting under this instrument, shall be deemed to be a transfer to this trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the trust estate.

ARTICLE THREE. RIGHTS AND POWERS OF SETTLOR

3.1 Power of Revocation and Amendment

This trust may be amended, revoked, or terminated by the settlor, in whole or in part, at any time during her lifetime. After the settlor's death, this trust shall become irrevocable and shall not be subject to amendment after the death of the settlor.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

3.2 Method of Revocation or Amendment

Any amendment, revocation, or termination of this trust shall be made by written instrument signed by the settlor and delivered (in person or by certified mail) to the trustee. An exercise of the power of amendment substantially affecting the duties, rights, and liabilities of the trustee shall be effective only if agreed to by the trustee in writing. The method of amendment and revocation provided in this section is the exclusive method of such amendment or revocation.

3.3 Delivery of Property After Revocation

After any revocation or termination, the trustee shall promptly deliver the designated property to the settlor.

3.4 Trustee's Retention of Assets on Revocation

In the event of any revocation of all or part of the trust, the trustee shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities the trustee has lawfully incurred in administering the trust and any fees that have been earned by the trustee, until such time as those liabilities have been discharged and fees paid, unless the settlor indemnifies the trustee against loss or expense.

3.5 Settlor's Power to Approve Trust Investments

Notwithstanding any other provision in this instrument, during the settlor's lifetime, the trustee shall not sell, exchange, or invest trust property without obtaining the settlor's prior written approval. After the settlor's death, the trustee need not obtain any person's prior approval of sales, exchanges, or investments of trust property.

3.6 Exercise of Rights and Powers of Settlor By Others

Any right or power that the settlor could exercise personally under the terms of this instrument, excluding any power to amend, revoke, or terminate this trust, may be exercised for

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

and on behalf of the settlor by any attorney in fact who, at the time of the exercise, is duly appointed and acting for the settlor under a valid and enforceable durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act, or any successor statute, or, if there is no such attorney in fact, by a duly appointed and acting conservator of the settlor, after petition to the court in accordance with California Probate Code Section 2580, or any successor statute. The power to amend, revoke, or terminate this trust is personal to the settlor and may not be exercised by any other person or entity.

ARTICLE FOUR. DISTRIBUTIONS DURING SETTLOR'S LIFE

4.1 Payment of Income During Settlor's Life

So long as the settlor is living, the trustee shall pay to or apply for the benefit of the settlor all of the net income of the trust, in monthly or other convenient installments (but not less often than annually) as the settlor and the trustee may agree on from time to time.

4.2 Distributions of Principal During Settlor's Lifetime

From time to time during the settlor's lifetime, the trustee shall distribute to or apply for the benefit of the settlor as much of the principal of the trust as the trustee, in the trustee's discretion, deems proper for the settlor's comfort, welfare, and happiness. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources then readily available to the settlor for use for these purposes and that are then known to the trustee. All decisions of the trustee regarding payments under this section, if any, are within the trustee's discretion.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

4.3 Distributions of Principal at Request of Settlor

During the settlor's lifetime, the trustee shall distribute to the settlor such amounts from the principal of the trust, up to the whole thereof, as the settlor may from time to time request of the trustee in writing.

4.4 Requests on Behalf of the Settlor Unable to Do So Personally

If, at any time, the settlor is unable personally to make a request of the trustee to withdraw principal of the trust, the settlor's right to make the request may be exercised for or in her behalf by an attorney in fact who, at the time of the exercise, is duly appointed and acting for the settlor under a valid and enforceable durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act, or any successor statute. If there is no such attorney in fact, then the trustee shall have the discretion to make any principal distribution to or for the benefit of the settlor that the settlor could have requested personally if she were able to do so. In making any principal distribution under this section (whether pursuant to a request by an attorney in fact or not), the trustee shall pay as much of the principal as the trustee, in the trustee's discretion, deems necessary for the settlor's health, education, support, and maintenance. The trustee shall have discretion to determine when the settlor is unable personally to request principal payments from the trustee for purposes of this section.

4.5 Trustee's Power to Make Gifts at Direction of Settlor

During the settlor's lifetime, the trustee shall distribute such sums of trust principal to such person or persons who are the natural objects of the settlor's bounty, as the settlor may direct in writing. In the event that the settlor is unable to direct the trustee in writing under this section due to incapacity, such direction may be made on the settlor's behalf by a duly authorized attorney in fact acting under a valid durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act (or successor statute); provided, however, that the

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

amount of such gifts pursuant to the direction of an attorney in fact to any one person in any one year shall not exceed the amounts excluded from gift tax under Sections 2503(b) and (e) of the Internal Revenue Code (or successor statute).

ARTICLE FIVE. DISTRIBUTIONS AFTER SETTLOR'S DEATH

5.1 Payment of Death Taxes, Debts, and Expenses on Statement From Personal Representative

After the settlor's death, on receipt by the trustee of a written statement from the personal representative of the settlor's estate requesting that the trustee pay death taxes, debts, and expenses (as defined in Article Seven), with respect to any property in the settlor's estate, the trustee shall pay, either directly or to the personal representative, any amounts requested by the personal representative for those purposes, in the manner specified below. The trustee may rely on the personal representative's statement and shall not be liable for any act or omission by the personal representative in protesting or failing to protest the legality, propriety, or amount of the death taxes, debts, or expenses. If there is no personal representative, the trustee shall make the payments directly. Payments of debts and expenses shall be made by the trustee from the trust estate. All death taxes payable by reason of the settlor's death shall be prorated and apportioned among the persons interested in the settlor's estate as provided in the California Probate Code. The trustee shall not pay death taxes, debts, and expenses or other obligations of the settlor or the settlor's estate from proceeds of insurance policies on the settlor's life if making those payments would be the sole cause of the proceeds being includable in the settlor's gross estate for federal estate tax purposes.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

5.2 Trustee's Power to Defer Division or Distribution

Whenever the trustee is directed to divide any part of the trust estate or distribute trust assets on the death of the settlor, the trustee may, in the trustee's discretion, defer actual division or distribution for such reasonable period of time as is needed to effectively identify, take possession of, value, divide, and distribute the assets of the trust. During this time of deferral, the trustee may manage the trust assets through a single administrative trust. The ability of the trustee to delay division or distribution shall not affect the vesting of interests, which shall be as of the date of death.

5.3 Disposition of Trust Estate

On the death of the settlor, the remaining trust property (including all income then accrued but uncollected and all income then remaining in the hands of the trustee) shall be disposed of as follows:

(a) One-third (1/3) to the Irvine Community Alliance Fund – Designation: Animal Care Center (EIN: 33-0258368), for the city animal shelter located at 6443 Oak Canyon, Irvine, California 92618, to be used to facilitate the training of dogs by certified dog trainers, such as, for example and not by way of limitation, to establish a schedule of classes to certify dog trainers, in recognition of Dinny G. Frasier.

(b) One-third (1/3) to Chapman University (EIN: 95-1643992), located at 1 University Dr., Orange, California 92866, to be used to set up an endowment fund to provide scholarships to students and prospective students based on financial need and scholastic merit. The name of the endowment shall be the "Dinny G. Frasier Endowment for Deserving Students." The endowment fund and scholarship process shall be overseen by a committee to be comprised of the following individuals and/or entities:

- (i) Bruce Schwartz, or his designee;
- (ii) Then-current Dean of Students at Chapman University, or its designee; and
- (iii) Chris Lombardo or the then-current Executive Director of Business Services of the Orange County Department of Education, or his designee.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

(c) One-ninth (1/9) to the American Society for Prevention of Cruelty to Animals ("ASPCA") (EIN: 13-1623829), located at 424 East 92nd St., New York, New York 10128, to be used for its general funds, in recognition of Dinny G. Frasier.

(d) One-ninth (1/9) to Temple Beth Sholom of Orange County, Inc. (EIN: 95-2263896), located at 2625 N. Tustin Ave., Irvine, California 92705, to be used to fund maintenance and capital improvements, in recognition of Dinny G. Frasier.

(e) One-ninth (1/9) to the St. Jude Children's Research Hospital, Inc. (EIN: 62-0646012), located at 262 Danny Thomas Place, Memphis, Tennessee 38105, to be used for its general funds, in recognition of Dinny G. Frasier.

If any of the above entities is unable or unwilling to receive the gift for any reason, the share otherwise allocable to that entity shall instead be distributed to the remaining entities, in proportion to their respective interests.

If the remaining trust property is not completely disposed of by the preceding provision, the undisposed-of portion shall be distributed to those entity(ies) chosen by the trustee at its sole and absolute discretion.

ARTICLE SIX. TRUSTEE

6.1 Settlor's Power to Designate Successor Cotrustees

While Dinny G. Frasier is alive and competent, she shall have the right to add a trustee, or to remove and replace any other trustee at any time without cause. Written notice of removal shall be effective immediately when signed by the person or persons authorized to make the removal and delivered to the trustee being removed personally, or within three business days after mailing by certified mail, return receipt requested. The written notice removing a trustee shall identify the successor trustee appointed.

6.2 Successor Corporate Co-Trustee

Dinny G. Frasier appoints Farmers and Merchants Trust Company, Laguna Hills Branch, as corporate co-trustee.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

6.3 Definition of Trustee

Reference in this instrument to "the trustee" shall be deemed a reference to whoever is serving as trustee or cotrustees, and shall include alternate or successor trustees or cotrustees, unless the context requires otherwise.

6.4 Prohibited Trustee

Notwithstanding any other provision in this instrument, in no event shall the settlor's issue be appointed to serve as trustee.

6.5 Waiver of Bond

No bond or undertaking shall be required of any individual who serves as a trustee under this instrument.

6.6 Compensation of Individual Trustees

Each individual who is a trustee under this instrument shall be entitled to reasonable compensation for services rendered, payable without court order.

6.7 Compensation of Corporate Trustee

Any corporate trustee serving under this trust instrument shall be entitled to reasonable compensation for its services in accordance with its standard schedule of trust fees, as existing from time to time.

6.8 Procedure for Resignation

Any trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty (30) days before the time the resignation is to take effect, to the settlor, if living, to any other trustee then acting, to any persons authorized to designate a successor trustee, to all trust beneficiaries known to the trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor trustee. A resignation shall be effective on written acceptance of the trust by the successor trustee.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

6.9 General Powers of Trustee

To carry out the purposes of the trust created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on trustees by law:

- (a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.
- (b) Engage in any transactions with the personal representative of the estate of the settlor that are in the best interest of any trusts created in this instrument.
- (c) Manage, control, improve, and maintain all real and personal trust property.
- (d) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.
- (e) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the trustee deems advisable.
- (f) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the trustee in the management of any trusts created under this trust instrument, and compensate them from the trust property.
- (g) With respect to securities held in trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

- (h) Hold securities or other trust property in the trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.
- (i) Deposit securities in a securities depository that is either licensed or exempt from licensing.
- (j) Borrow money for any trust purpose from any person or entity, including one acting as trustee hereunder, on such terms and conditions as the trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the trustee.
- (k) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the trustee deems advisable to protect the trust property against damage or loss, and to protect the trustee against liability with respect to third persons.
- (l) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.
- (m) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.
- (n) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.
- (o) At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the trustee in the performance of the trustee's duties, and employ and compensate attorneys, advisers, and other agents as the trustee deems advisable.

6.10 Power to Retain Trust Property

The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, as long as the trustee considers that retention in the best interests of the trust or in furtherance of the goals of the settlor in creating the trust, as determined from this trust

**THIRD AMENDMENT AND RESTATEMENT OF THE SURVIVOR'S TRUST CREATED
UNDER THE JORDAN DANA FRASIER FAMILY TRUST DATED DECEMBER 29, 1980**

instrument, but subject to the standards of the prudent investor rule as set forth in the California Uniform Prudent Investor Act, as amended from time to time.

6.11 Trustee's Power to Invest Property

Subject to the standards of the prudent investor rule as stated in the California Uniform Prudent Investor Act, as amended from time to time, the trustee shall have the power to invest and manage the trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust.

6.12 Power Over Unproductive Property

The trustee shall have the power to retain or acquire unproductive or underproductive property.

6.13 Power to Operate Business

The trustee shall have the power to hold and operate any business or enterprise that is or becomes trust property, on such terms and for such a time as the trustee, in the trustee's discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in, any business or other enterprise on behalf of the trust; or to sell, dissolve, liquidate, or terminate any such business. The trustee shall also have the power to incorporate, reorganize, or otherwise change the form of a business or enterprise that is part of the trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner, as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the trust, and without liability on the part of the trustee for any resulting losses. The trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the trustee deems advisable.

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6.14 Power to Operate Farm or Ranch

The trustee shall have the power to continue to hold, operate, sell, purchase, acquire, invest in, or liquidate any farming or ranch property, or any interest in farming or ranching property, whether organized as a sole proprietorship, general or limited partnership, corporation, or otherwise, on such terms and for such time as the trustee, in the trustee's discretion, deems advisable. Any such operation, sale, purchase, acquisition, investment, or liquidation, in good faith, shall be at the risk of the trust and without liability on the part of the trustee for any resulting losses. The trustee shall have all powers necessary or appropriate to carry out the management of such farming and ranching property. The trustee shall also have the power to incorporate any farming or ranching property, or any interest therein, and to hold the stock as a trust asset; to borrow money for any purpose related to the operation, or the acquisition or disposition, of any such farming or ranching interests; and to employ agents in the management and operation of that property. The net profits and losses from the farming and ranching operations conducted by the trust shall be computed in accordance with recognized methods of accounting for comparable activities. The net profits from these activities shall become trust income. The net losses from these activities shall not reduce other trust income for the fiscal or calendar year during which they occur, but shall be carried into subsequent fiscal or calendar years and reduce the net profits of the business for those years.

6.15 Power to Self-Deal

The trustee, acting as an individual or as a trustee of another trust not created by this trust instrument, shall have the power to perform the following acts with respect to the property of any trust under this trust instrument: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; lend or advance funds to the trust, with interest at then-prevailing rates, and

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receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a trustee. The trustee, acting as trustee of another trust established by the settlor or another trust established for the benefit of any one or more of the beneficiaries of the trust, shall have the power to borrow funds from the trust with interest at then-prevailing rates, and give security for the loans in any commercially reasonable form.

6.16 Powers Regarding Subchapter S Stock

If at any time the trust estate includes shares of stock in any corporations that have elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (IRC Section 1361 et seq., or any successor sections), then notwithstanding any other provision of this instrument, the trustee shall at all times manage those shares, and administer the trust estate, in a manner that will maintain the S corporation status. To satisfy this obligation, but without limiting the discretion of the trustee to take any action to protect the S corporation status, the trustee shall act as follows:

(a) Allocation or Distribution to Permitted Shareholders

The trustee shall allocate or distribute shares of S corporation stock only to those trusts or those beneficiaries that are permitted to be shareholders of an S corporation.

(b) Qualified Subchapter S Trust Provisions

If shares of S corporation stock are allocated to any trust created under this instrument and that trust does not otherwise qualify as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section, then notwithstanding any other provision of this instrument, that trust (or any portion of that trust containing S corporation stock) shall be administered so as to ensure that it is a Qualified Subchapter S Trust (QSST), an Electing Small Business Trust (ESBT), or some other form of trust that qualifies as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section. The S corporation stock in each such trust shall be held in separate share trusts (within the meaning of Internal Revenue Code Section 663(c), or any successor section) for each beneficiary; and all other property in each trust shall be held in a separate trust, which shall continue to be

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administered in accordance with the terms of this instrument. With respect to the separate share trusts holding S corporation stock, the trustee shall make distributions of income and principal, and otherwise administer the trusts, to ensure that those trusts do not become ineligible shareholders of an S corporation. To the extent that the terms of this instrument are inconsistent with those separate share trusts qualifying as permitted shareholders of an S corporation, those terms shall be disregarded.

(c) Other Trustee Administrative Powers

The trustee shall have the power (1) to enter into agreements with other shareholders or with the corporation relating to transfers of S corporation stock or the management of the S corporation; and (2) to allocate amounts received, and the tax on undistributed income, between income and principal. During the administration of a trust holding S corporation stock, the trustee may allocate tax deductions and credits arising from ownership of S corporation stock between income and principal. In making those allocations, the trustee shall consider that the beneficiary is to have the enjoyment of the property at least equal to that ordinarily associated with an income interest.

(d) Beneficiary Agreement

The trustee shall not distribute any S corporation stock to any beneficiary unless, prior to that distribution, the beneficiary enters into a written agreement with the S corporation stating the following: (1) that the beneficiary will consent to any election to qualify the corporation as an S corporation; (2) that the beneficiary will not interfere with the S corporation maintaining its S corporation status; (3) that the beneficiary will not transfer the S corporation stock to any transferee who does not agree to execute a similar consent; (4) that the beneficiary will not transfer the stock in a manner that will cause a termination of S corporation status under the then applicable federal and state tax law and regulations; and (5) that the beneficiary will join in any attempt to obtain a waiver from the Internal Revenue Service of a terminating event on the grounds of inadvertence if S corporation status is inadvertently terminated and the S corporation or any shareholder desires that S corporation status should continue.

(e) Certificate to Bear Legend

If the trustee receives any shares of S corporation stock whose stock certificates bear a legend stating that the transfer, pledge, assignment, hypothecation, or other disposition of the stock is subject to the terms set forth in the preceding subsection, then the stock certificates shall also bear that legend when the trustee distributes those shares of S corporation stock to a beneficiary.

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6.17 No Duty to Segregate

Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

6.18 Power to Divide or Combine Trusts

The trustee shall have the power to divide a single trust into separate shares, each to be administered in accordance with the terms and conditions of the single trust from which they were created, when the trustee, in the trustee's discretion, determines that division is desirable or advisable in view of tax considerations (including considerations related to the income tax, the gift tax, the estate tax, or the generation-skipping transfer tax) or other objectives of the trusts and their beneficiaries. The trustee shall not be required to make a physical segregation or division of the various trust shares created under this trust instrument, except as segregation or division may be required by reason of the termination and distribution of any of the trusts, but the trustee shall keep separate accounts and records for different undivided interests. The trustee, in the trustee's discretion, shall have the further power to combine two or more trusts having substantially the same terms into a single trust for purposes of administration, when tax or other factors indicate that such combination would be desirable or advisable.

6.19 Trustee's Power to Determine Income and Principal

Unless otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of any trust under this instrument and the apportionment and allocation of receipts, expenses, and other charges between principal and income shall be governed by the provisions of the California Uniform Principal and Income Act

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from time to time existing. The trustee in the trustee's discretion shall determine any matter not provided for either in this instrument or in the California Uniform Principal and Income Act.

6.20 Early Termination of Trusts

The trustee shall have the power, in the trustee's discretion, to terminate any trust created under this trust instrument whenever the fair market value of the trust falls below one hundred thousand dollars (\$100,000.00), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical, or contrary to the purposes of the trust. Continuing administration shall be uneconomical if the trustee determines that, with reference to the trust fee schedules then in effect for corporate fiduciaries in the area in which the trust is being administered, the trust would be subject to the minimum trust administration fees of those fiduciaries, regardless of the value of the trust. On termination, the trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust.

6.21 Division or Distribution in Cash or Kind

In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution.

6.22 Payments to Legally Incapacitated Persons

If at any time any trust beneficiary is a minor, or it appears to the trustee that any trust beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or

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make intelligent or responsible use of the payments, then the trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to the beneficiary's custodian under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-five (25); to one or more suitable persons as the trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. If there is no custodian then-serving or nominated to serve by the settlor for a beneficiary, the personal representative or trustee, as the case may be, shall designate the custodian. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

6.23 Trustee's Liability

No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from that trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for the acts or omissions of any cotrustee, predecessor trustee, or agent employed by the trustee.

6.24 Written Notice to Trustee

Until the trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

6.25 Duty to Account

The trustee shall render accounts at least annually, at the termination of a trust, and on a change of trustees to the persons and in the manner required by law. When a predecessor trustee

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has failed to render accounts as required under this provision, the successor trustee may, but need not, render accounts for such period with reasonable efforts without incurring any additional liability for acts of a predecessor trustee, other than as already provided under California law. This provision is intended to permit the successor trustee to render accounts for the predecessor without creating any additional duty to investigate or to account. Nonetheless, if in the course of rendering accounts left undone by the predecessor trustee, the successor trustee obtains knowledge of a situation that may constitute a breach of trust committed by the predecessor trustee; the successor trustee shall deal with such knowledge in accordance with the successor trustee's fiduciary duties and powers.

6.26 Time Period For Objecting to Account

Upon receipt of an account by the trustee, a beneficiary has 180 days to make any objection to such account or to make any claim against the trustee for matters adequately disclosed in such account. The existence of this time period for objecting to an account shall be stated in the accounts rendered by the trustee in a separate paragraph on the face of the account in not less than 12-point boldface type as follows:

NOTICE TO BENEFICIARIES

**YOU HAVE ONE HUNDRED EIGHTY (180) DAYS FROM YOUR RECEIPT OF
THIS ACCOUNT OR REPORT TO MAKE AN OBJECTION OR OBJECTIONS
TO ANY ITEM SET FORTH IN THIS ACCOUNT OR REPORT. ANY
OBJECTION YOU MAKE MUST BE IN WRITING; IT MUST BE DELIVERED
TO THE TRUSTEE WITHIN THE PERIOD STATED ABOVE; AND IT MUST
STATE YOUR OBJECTION. YOUR FAILURE TO DELIVER A WRITTEN
OBJECTION TO THE TRUSTEE WITHIN THE TIME PERIOD STATED
ABOVE WILL PERMANENTLY PREVENT YOU FROM LATER ASSERTING**

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**THIS OBJECTION AGAINST THE TRUSTEE. IF YOU DO MAKE AN
OBJECTION TO THE TRUSTEE, THE THREE YEAR PERIOD PROVIDED IN
SECTION 16460 OF THE PROBATE CODE FOR COMMENCEMENT OF
LITIGATION WILL APPLY TO CLAIMS BASED ON YOUR OBJECTION AND
WILL BEGIN TO RUN ON THE DATE THAT YOU RECEIVE THIS ACCOUNT
OR REPORT.**

6.27 Cotrustee May Delegate Acts to Other Cotrustee

Any cotrustee may, from time to time, delegate to the other cotrustee routine acts of trust administration and may establish bank or other accounts for the trust that will honor the signature of one or of either cotrustee.

ARTICLE SEVEN. CONCLUDING PROVISIONS

7.1 Perpetuities Savings Clause

Notwithstanding any other provision of this instrument, every trust created by this instrument shall terminate no later than twenty-one (21) years after the death of the last survivor of all beneficiaries who are alive at the creation of the trust. For purposes of this perpetuities savings clause, a trust shall be deemed to have been created on the date the trust becomes irrevocable or the date of the death of the settlor, whichever occurs first. If a trust is terminated under this section, the trustee shall distribute all of the principal and undistributed income of the trust to the income beneficiaries of the trust in the proportion in which they are entitled (or eligible, in the case of discretionary payments) to receive income immediately before the termination. If that proportion is not fixed by the terms of the trust, the trustee shall distribute all of the trust property to the persons then entitled or eligible to receive income from the trust

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outright in a manner that, in the trustee's opinion, will give effect to the intent of the settlor in creating the trust. The trustee's decision is to be final and incontestable by anyone.

7.2 Simultaneous Death

If any beneficiary under this instrument and the settlor die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, the settlor shall be deemed to have survived the beneficiary, and this instrument shall be construed accordingly.

7.3 Survivorship Requirement

For purposes of this instrument, a beneficiary shall be deemed not to have survived the settlor if that beneficiary dies within thirty (30) days after the death of the settlor.

7.4 No-Contest Clause

If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlor without issue.

(a) Without probable cause challenges the validity of this instrument on any of the following grounds:

- (i) Forgery;
- (ii) Lack of due execution;
- (iii) Lack of capacity;
- (iv) Menace, duress, fraud, or undue influence;
- (v) Revocation pursuant to the terms of this instrument or applicable law;
- (vi) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code section 21350 or applicable successor statute.

(b) Without probable cause files a pleading to challenge the transfer of property on the grounds that it was not the transferor's property at the time of the transfer;

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- (c) Without probable cause files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed to the beneficiary-claimant.

7.5 Definitions of Death Taxes, Debts, and Expenses

As used in this instrument, the following definitions apply:

- (a) The term "death taxes" shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in the estate of the settlor or by reason of the settlor's death, including penalties and interest, but excluding the following:
 - (i) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and
 - (ii) any federal or state tax imposed on any generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by this instrument.
- (b) The term "debts and expenses" shall include the following:
 - (i) all costs, expenses of litigation, counsel fees, or other charges that the trustee incurs in connection with the determination of the amount of the death taxes, interest, or penalties referred to in subsection (a) of this section; and
 - (ii) legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

7.6 Disinheritance of Settlor's Children

The settlor is intentionally not providing for the settlor's children or their issue in this instrument. The settlor intends that her children and their issue shall not take any part of the trust estate passing under this instrument, under any circumstances, such as pursuant to contingent beneficiary provisions or due to disclaimers by other beneficiaries. The settlor's children and their issue shall be deemed to have predeceased the settlor.

7.7 Definition of Incapacity

- (a) For purposes of this instrument, a person is deemed "incapacitated" or deemed to suffer from "incapacity" if any of the following circumstances apply:
 - (i) The person is unable to provide properly for that person's own needs for physical health, food, clothing, or shelter; to manage substantially that person's own financial resources; or to resist fraud or undue influence.

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- (ii) Either a medical doctor, board-certified neuropsychologist, or a board-certified psychiatrist, not related by blood or marriage to any trustee or beneficiary, examines such person and declares under penalty of perjury that such person is either temporarily or permanently incapacitated, according to generally accepted medical definitions.
 - (iii) The person is operating under a legal disability, such as a duly established conservatorship.
 - (iv) The court makes a finding that the person is either temporarily or permanently incapacitated under the criteria set forth in Prob. Code Section 810 et seq.
- (b) In case of temporary incapacity of a sole trustee, the successor trustee designated under this instrument shall serve during the period of temporary incapacity as though he or she were the only trustee. In case of temporary incapacity of a cotrustee, the other cotrustee shall make any and all decisions during the period of temporary incapacity as though that cotrustee were the only trustee.
- (c) Any trustee deemed to be temporarily incapacitated shall be deemed to be permanently incapacitated ninety (90) days after the determination of temporary incapacity unless a determination of capacity is made within that 90-day period. If a determination of capacity is made, the trustee may resume serving as trustee. If there is a subsequent determination of incapacity, the trustee has another 90-day period to obtain a determination of capacity.
- (d) Any successor trustee or cotrustee serving in place of a temporarily incapacitated trustee shall not be relieved of liability until that trustee's account has been settled or an account has been waived by a majority of all current beneficiaries of the trust.
- (e) If any trustee or any beneficiary whose capacity is in question disputes the determination of incapacity under any of the standards listed above, such person may petition the court for a finding regarding that person's capacity. The court's finding shall be conclusive. If the court determines that the trustee or other person whose capacity is in question has capacity, the trust property shall bear all expenses associated with the examination or court proceeding. If the court sustains the determination of incapacity, the individual challenging the determination of incapacity shall bear all expenses of the examination or court proceeding.
- (f) Each individual trustee agrees to cooperate in any examination reasonably necessary for the purpose of determining capacity, agrees to waive the doctor-patient privilege in respect to the results of such examination, and agrees to provide written authorization in compliance with the privacy regulations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Section 1320d) and the provisions of California Civil Code Section 56.10 for the disclosure and use of that trustee's health information and medical records to the extent that such disclosure and

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use are necessary to make a determination of the trustee's capacity. Refusal to submit to the examination, to provide the waiver, or to provide the written authorization when requested by the successor trustee shall be deemed a resignation by that trustee.

7.8 Definition of Education

As used in this instrument, the term "education" refers to the following:

- (a) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;
- (b) Undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;
- (c) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and
- (d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

7.9 Number and Gender

As used in this instrument, references in the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and references to the singular shall be deemed to include the plural, and vice versa, wherever the context so permits.

7.10 Captions

The captions appearing in this instrument are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

7.11 Severability Clause

If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of this instrument shall be construed as if the invalid provision had not been included.

7.12 California Law to Apply

All questions concerning the validity, interpretation, and administration of this instrument, including any trusts created under this instrument, shall be governed by the laws of the State of California, regardless of the domicile of any trustee or beneficiary.

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7.13 Gifts to Heirs

For any gift to "heirs" of the settlor that is made in this instrument, those heirs shall be determined as if the settlor had died intestate at the time for distribution prescribed in this instrument, and the identity and shares of those heirs shall be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time the settlor is deemed to have died.

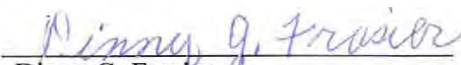
ARTICLE EIGHT. SIGNATURE AND EXECUTION

8.1 Execution

I certify that I have read the foregoing trust agreement and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As settlor of the trust created by this trust agreement, I approve this trust agreement in all particulars, and agree to be bound by its terms and conditions. The trustees approve and accept the trust provided for in this trust agreement.

Executed on April 27, 2017, at Newport Beach, California.

SETTLOR-TRUSTEE


Dinny G. Frasier

TRUSTEE

Farmers and Merchants Trust
Company of Long Beach

By:

Lydia Rojas,
Vice President and Trust Officer

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READ & APPROVED BY:
VOGT, RESNICK & SHERAK, LLP
Attorneys at Law




Barnet Resnick
Attorneys for Settlor-Cotrustee

ACKNOWLEDGMENT

State of California)
County of Orange)

 **ROSEMARIE SANTOS**
COMM. # 2133532
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires December 9, 2019



(Seal)

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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

APPELLANT'S APPENDIX

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1 I think that's it.

2 Q And part of the reason that Mr. Williamson
3 was on the call is because he had been in negotiations
4 directly with Dr. Frasier over the possibility of a loan;
5 correct?

6 A Yes.

7 Q And the call was in late March of 2016;
8 correct?

9 A Yes.

10 Q And, at the time, the call was scheduled for
11 a time that was completely inconvenient for me. Do you
12 recall that? I was overseas on vacation.

13 A I don't recall that. It's been a long time
14 though.

15 Q The point is that I made myself available for
16 this call --

17 A Yes.

18 Q -- despite the circumstances?

19 A Yes, you did.

20 Q And at the beginning of the call, did I lay
21 out the ground rules that Dinny wanted?

22 A Yes.

23 Q And what were the ground rules?

24 A Everybody had to be civil, and she had the

1 ability to hang up at any time.

2 Q And also that people could not talk over each
3 other. Correct?

4 A Yes.

5 Q And also that people had to maintain a normal
6 tone of voice and not yell; correct?

7 A Yes.

8 Q Okay. Can you describe for the Court -- and
9 you say that after this conversation, Dinny's attitude
10 about the building changed; correct?

11 A Yes.

12 Q Can you describe for the Court what happened
13 in the telephone conference?

14 A It had to have been maybe one minute on the
15 phone call, and Dr. Frasier, his voice rose, and he used
16 profanity with his mother. She got upset and used
17 profanity back at him. I think the total call was maybe
18 three to five minutes, and nothing was resolved. It was
19 very uncomfortable.

20 Q This is a delicate question, because we're
21 trying to maintain decorum, but I also think it's
22 important. Did Dr. Frasier call his mother a name that
23 angered her?

24 A Yes.

1 Q And what did he say?

2 A He called her a bitch.

3 Q And in response -- and I think I'll handle
4 this one. In response, did Dinny Frasier use the F word
5 back to Dr. Frasier?

6 A Yes, she did.

7 Q And after that call, you said Dinny's
8 position changed. How did it change?

9 A She didn't want to treat it as a loan
10 anymore... She wanted to be bought out of the equity
11 essentially.

12 Q Now, did Premier look at the split of assets
13 between the A and D Trust?

14 A Yes.

15 Q And did Premier allocate a valuation for the
16 equity in the medical building to the trust?

17 A Yes.

18 Q And initially, as of the time that Joe
19 Frasier passed away, October 22, 2014, at that time, the
20 trust's share of the equity that was allocated was about
21 \$550,000; correct?

22 A Roughly, yes.

23 Q Now, did Premier have any concerns -- let's
24 back up. You understood, and this is getting to the

1 judge's questions -- you investigated this issue pretty
2 thoroughly; correct?

3 A Yes.

4 Q And what did you find was the situation with
5 respect to the deed of trust for the medical building?

6 A The deed reflected --

7 THE COURT: Hold on. We have to use very
8 careful terms of art. The deed of trust is the security
9 device attached to a promissory note in place of what
10 other places is called a mortgage.

11 MR. ROBERTSON: I apologize, Your Honor.
12 You're right.

13 THE COURT: Well, I'm not trying to be right.
14 I just want to make sure that I'm tracking, because I
15 heard that there was no debt obligation by the parents.
16 And so please clear that up.

17 Q (BY MR. ROBERTSON:) That's where I'm going.
18 So let's talk about the ownership deed first. There was
19 an ownership deed -- or was there an ownership deed for
20 the property?

21 A Yes.

22 Q And who was shown as the owners on the deed?

23 A It was joint tenancy, 50/50 ownership between
24 the Jordan Frasier Trust and Dr. Frasier's Revocable

1 Living Trust.

2 Q Did you also investigate whether -- withdraw
3 that. Did you understand that Dr. Frasier needed his
4 father's help to get this loan?

5 A That was my understanding. Yes.

6 Q And did you look into whether the loan was
7 secured by the building?

8 A Yes.

9 Q And so the \$322,000 that the trust had
10 invested was at risk under this loan; correct?

11 A Yes.

12 Q But Joe Frasier did not agree to sign a
13 personal guarantee of the loan, but Dr. Frasier did sign
14 a personal guarantee, over and above the value of the
15 investment; correct?

16 A I believe so.

17 THE COURT: Hold on. So I don't know
18 California law from this seat, but in the event of a
19 deficiency, debt exceeds equity, Dr. Frasier had a
20 separate personal guarantee?

21 MR. ROBERTSON: Yes, Your Honor.

22 THE COURT: And the Frasier parents did not
23 provide a separate guarantee?

24 Q (BY MR. ROBERTSON:) That is correct.

1 Correct, Ms. Shrive?

2 A I would have to go back and look at the loan
3 doc, but I do believe the trust, the Jordan Dana Frasier
4 Family Trust, was on the hook for the mortgage.

5 Q Right. But not --

6 A But not a personal guarantee.

7 Q But not a personal guarantee for any
8 deficiency?

9 A Excuse me.

10 THE COURT: I'm really confused. I just
11 heard the phrase, "On the hook for the mortgage."

12 MR. ROBERTSON: Yes.

13 THE COURT: And I've heard that the Frasier
14 parents did not participate in the promissory note, which
15 was security by the deed of trust, and I've heard that
16 Mr. Bradley Fraiser was the guarantor, and his wife,
17 singly, but to the exclusion of the parents. So how are
18 the parents on the hook?

19 Q (BY MR. ROBERTSON:) So the parents signed
20 the loan documents, which obligated the loan payments on
21 the building; correct?

22 A Yes.

23 Q And so they were on the hook to make the
24 mortgage payment if Dr. Frasier did not make the mortgage

1 payment; correct?

2 A Yes.

3 Q But the extent of their liability was limited
4 to the \$325,000 they invested, because if there was a
5 deficiency on the building, Dr. Frasier agreed, by his
6 personal guarantee, to pay it back. Is that correct?

7 A Yes.

8 MR. ROBERTSON: Does that answer the Court's
9 questions?

10 THE COURT: I'm sorry, Miss Reporter. The
11 answer was yes. I nodded my head.

12 MR. ROBERTSON: You'll have to answer
13 audibly, Your Honor.

14 THE COURT: So noted.

15 Q (BY MR. ROBERTSON:) Based upon all of that
16 information, did you -- this is before you started
17 talking to Mr. Travis or any accountants -- did you
18 personally come to a conclusion as to whether the medical
19 building was an asset of the trust?

20 A Yes.

21 Q And what was your conclusion?

22 A It was an asset of the trust.

23 Q And you acknowledged that there may have been
24 oral representations, discussions, handshakes, things

1 that went on, intrafamily -- as the judge pointed out
2 early in this hearing -- you acknowledged that those kind
3 of discussions and things may have occurred between
4 Mr. Frasier, Mr. Joe Frasier and his son, Bradley,
5 regarding the medical building; correct?

6 A Yes.

7 Q Would it be fair to say that you had to go
8 based upon what the documents said?

9 A Yes.

10 Q Were you or Premier concerned that if, in
11 fact, this one-half of the medical building was an asset
12 of the trust, with a substantial amount of equity in it,
13 were you concerned that if Dinny simply transferred the
14 asset in exchange for \$325,000 and treated it as a loan,
15 that that might be a breach of fiduciary duties to Amy
16 and Norrie because they would be giving up their share of
17 the equity in that building?

18 A Yes.

19 Q Did you discuss that issue with Dinny?

20 A Yes.

21 Q And what was Dinny's reaction on that issue?

22 A She wanted all of her children to be treated
23 fairly under the B Trust.

24 THE COURT: The answer was she wanted all of

1 her children to be treated fairly under the deed of
2 trust?

3 THE WITNESS: Under the B Trust. Excuse me.

4 Q (BY MR. ROBERTSON:) The tax-exempt trust;
5 correct? Yes?

6 A Oh, no. I was just --

7 Q I was asking you if she wanted all of her
8 children to be treated fairly under the tax-exempt trust.

9 A Yes.

10 MR. ROBERTSON: Thank you.

11 THE COURT: Can I just confirm that under the
12 -- the tax-exempt trust is the trust into which
13 Mr. Frasier's estate was transferred, up to the
14 equivalency amount, that Ms. Frasier enjoys a right to
15 income, probably a 5 percent distribution, principal and
16 then health, education, but she has no power of
17 appointment or control over the beneficiaries listed in
18 that trust? That became vested at the time of the first
19 spouse's death?

20 MR. ROBERTSON: That is the opinion that we
21 obtained from a California estate attorney who reviewed
22 the trust. Yes.

23 THE COURT: And at the moment, the residual
24 beneficiaries of the tax-exempt trust, referred to as the

1 B Trust, are the three children equally?

2 Q (BY MR. ROBERTSON:) Correct.

3 The focus of this dispute appears to be for a
4 limited time period from early 2016 or late 2015, through
5 January of 2017. In other words, it's about a one-year
6 period that I believe Dr. Frasier is saying this issue
7 was simple, and it should have been resolved based upon
8 his agreement with Dinny that he would simply repay the
9 loan. Correct?

10 A Yes.

11 Q And initially, he was going to repay the loan
12 without interest; correct?

13 A Yes.

14 Q And then there was a discussion about
15 interest, correct?

16 A Yes.

17 Q And then the phone call occurred in March;
18 correct?

19 A Yes.

20 Q And after that, Dinny's position was that she
21 wanted to treat the medical building as part of the
22 estate; correct?

23 A Yes.

24 Q But during the call with Dr. Frasier, she --

1 before everything exploded -- she did say she was going
2 to treat it as a loan; correct?

3 A Yes.

4 Q Thereafter, did Premier and its counsel
5 continue to try to resolve this issue with Dr. Frasier?

6 A Yes.

7 Q And did Premier and its counsel encourage
8 Dinny to try to resolve the issue on a loan basis, if
9 possible, because that's what Dr. Frasier wanted and
10 Dinny and Premier and its counsel all wanted to try to
11 resolve and end everything with Dr. Frasier. Is that
12 fair?

13 A Yes.

14 Q On a scale of one to ten, with ten being
15 working as hard as you can think of, how hard would you
16 say that you and Premier and Premier's counsel worked the
17 try to resolve this issue with Dr. Frasier?

18 A 82.

19 THE COURT: 82?

20 THE WITNESS: It exceeded the ten mark. Let
21 me just say that.

22 Q (BY MR. ROBERTSON:) So I guess, from your
23 answer, you're saying that perhaps you were being
24 facetious, but you were saying that you believe that

1 Premier and counsel tried extremely hard to get this
2 resolved on the terms that Dr. Frasier wanted; correct?

3 A Yes.

4 Q Did there come a point in time when you
5 decided that Premier needed to get some outside input,
6 some additional input from other people, who were experts
7 on this issue of whether the building could be treated as
8 a loan?

9 A Yes.

10 Q And you consulted with Brooks Travis. We've
11 talked a lot about that and his opinions; correct?

12 A Yes.

13 Q Did you review Sal Jacinto's work to see if
14 Sal Jacinto, accountant that Fraisers had before Joe
15 passed away, did you check to see if Mr. Jacinto treated
16 the building as a loan or an asset?

17 A Yes.

18 Q And how did Mr. Jacinto treat it?

19 A He treated it as a 50 percent interest in the
20 building.

21 Q After Mr. Jacinto retired, who next was the
22 accountant for the trust?

23 A Carrie Bench.

24 Q Is that a woman or a man?

1 A A woman.

2 Q And did you consult with Carrie Bench -- let

3 me back up. Was she a CPA?

4 A Yes.

5 Q Did you consult with her as to whether

6 Premier could treat this \$325,000 as a loan?

7 A Yes.

8 Q And what did Carrie Bench tell you?

9 A We couldn't treat it as a loan. Not under

10 the terms that were proposed.

11 Q Okay. Why?

12 A Well, at this point in time, it was a sale

13 essentially, of 50 percent interest of the building. And

14 we couldn't treat it as a \$325,000 promissory note, if

15 you will, for a \$1.4 million dollar asset on the 706. It

16 wasn't feasible, my understanding, under the IRS Code.

17 Q After Carrie Bench, did you get another

18 opinion from another CPA as to whether you could treat

19 this as a loan?

20 A Yes.

21 Q Who was that?

22 A John Gonzales.

23 Q And he was the CPA that took over after

24 Mr. Jacinto retired?

1 A Yes.

2 Q And what did Mr. Gonzales say about whether

3 you could treat the \$325,000 as a loan?

4 A Same thing. Same thing as Carrie said. It

5 would have to be a sale of the interest in the building.

6 Q And then did you reach out to another CPA,

7 completely independent CPA, who had never been involved

8 with the Frasier Family Trust at any point, Mr. Burgee?

9 A Yes.

10 Q And did you consult with Mr. Burgee about

11 whether the \$325,000 could be treated as a loan?

12 A Yes.

13 Q And what did Mr. Burgee tell you?

14 A He came to the same conclusion.

15 Q Which was?

16 A Of the other two or three four CPAs, that it

17 would have to be a sale of the interest of the building.

18 Q Okay. So let's just wrap this up.

19 A Okay.

20 Q Premier obtained opinions from an estate

21 lawyer, Brooks Travis?

22 A Yes.

23 Q A CPA, Sal Jacinto?

24 A Yes.

1 Q Another CPA, Carrie Bench?
2 A Yes.
3 Q Another CPA, John Gonzalez?
4 A Yes.
5 Q And another CPA, Kevin Burgee?
6 A Yes.
7 Q Five experts --
8 A Yes.
9 Q --- correct? And all five experts gave
10 Premier the exact same answer that the \$325,000 could not
11 be treated as a loan as Dr. Frasier was requesting?
12 A Yes.
13 Q Did there come a point in time in about --
14 well, a couple of months after the late March telephone
15 conference call, did there come a point in time where it
16 became pretty clear that despite whatever efforts you,
17 Premier, or its counsel might make, the issues with
18 Dr. Frasier could not be resolved on the terms
19 Dr. Frasier wanted?
20 A That is correct.
21 Q And did Premier direct its counsel, at that
22 point, to seek a settlement conference?
23 A Yes.
24 Q And did Premier's counsel ask the Court to

1 order a settlement conference?

2 A Yes.

3 Q And were you aware that your counsel,
4 Premier's counsel, was having difficulty setting the
5 settlement conference because Dr. Frasier was opposed to
6 a settlement conference or a mediation?

7 A Yes.

8 Q And are you aware that Premier had to
9 instruct its counsel to go back to court to Judge Polaha
10 and ask Judge Polaha to enforce the prior order that had
11 been made by Judge Stiglich, forcing the settlement
12 conference?

13 A Yes.

14 Q And was that ultimately successful in
15 obtaining the settlement conference?

16 A Ultimately, we had mediation.

17 Q That's what I meant. I'm sorry. Mediation.

18 A Sorry.

19 Q Same thing. And the mediation took an entire
20 day and even went past 5:00 o'clock?

21 A Correct. Yes.

22 Q And the judge, from your observation, worked
23 extremely hard to try to find a middle ground agreeable
24 to everyone; correct?

1 A Yes.

2 Q And he ultimately did; correct?

3 A Yes.

4 Q And under that agreement, Dr. Frasier

5 received the one-half or will receive -- once it's fully

6 consummated -- the one-half interest in the building that

7 he had been requesting?

8 A Yes.

9 Q And under that agreement, Dr. Frasier did not

10 need to pay anything --

11 A Correct.

12 Q -- for that? And he had previously offered

13 to pay as much as \$387,000 or even more -- depending upon

14 how you interpret his e-mail -- for the building?

15 A Yes.

16 Q Do you believe that Premier, in any way, or

17 its counsel, did anything to prolong the process to reach

18 a resolution?

19 A No.

20 Q Would you agree that the opposite is true,

21 that Premier and its counsel worked extremely hard to try

22 to resolve the issue on terms acceptable to Dr. Frasier?

23 A Yes.

24 Q Do you believe that -- withdraw that. You

1 reviewed our law firm's bills when you were at Premier;
2 correct?

3 A Yes.

4 Q Did you see that a lot of time entries on our
5 law firm's bill said no charge?

6 A Yes.

7 Q Do you understand why is it that our law firm
8 just gratuitously didn't charge for a lot of the work?

9 A You understood that Dinny is fee-conscious,
10 and you were helping your client, is my understanding.

11 Q And has our law firm ever asked Premier, gone
12 back and said "Look. We wrote off tens of thousands of
13 work. We'd like to be paid for that." Has our law firm
14 ever requested that?

15 A No.

16 Q Did you find, based upon the work that was
17 being done, did you find that the legal bills that were
18 being submitted to you were appropriate?

19 A Yes.

20 Q Did you ever have any concerns at all about
21 any of the time entries being inappropriate?

22 A No.

23 Q Let's talk about Premier for a second.

24 Premier had the right, under its contract, to charge

1 extraordinary trustee fees over and above the standard
2 trustee fees; correct?

3 A Yes.

4 Q And that is for work that is unusual or out
5 of the ordinary, and that would include such things as
6 difficult or protracted litigation; correct?

7 A Yes.

8 Q During the time that you were there, did
9 Premier ever charge a single penny for all of the time
10 that you spent trying to resolve this litigation?

11 A No.

12 Q Did Premier charge a single penny for your
13 time to fly down to Los Angeles and attend this mediation
14 and get it resolved? Was there any charge to the trust
15 for that?

16 A No.

17 Q And was that for the same reason that you
18 understood that Dinny Frasier was fee-conscious, and you
19 were trying to keep the fees down, if possible?

20 A Yes.

21 MR. ROBERTSON: Unless the Court has any
22 other questions, I don't have any further questions of
23 this witness.

24 THE COURT: Thank you. We're going to take

1 our mid-morning break. It's 10:30.

2 Before we do, I'm going to think aloud about
3 what is next. The Nevada Supreme Court has repeatedly
4 reminded trial judges to provide access to the courts,
5 whether through counsel or in proper persona. My
6 experience -- and I wish to comply with those
7 instructions.

8 ~~My experience with those who represent~~
9 ~~themselves is that it can be unwieldy.~~ You noticed that
10 I altered the mode of evidence presentation and allowed
11 Mr. Frasier the lengthy right of narrative. It would be
12 inappropriate to disallow him an opportunity to
13 cross-examine this witness, but it would also be
14 inappropriate to just allow him free access.

15 My experience -- not speaking about
16 Mr. Frasier now -- my experience generally is that a pro
17 se cross-examiner can be somewhat abusive in the form of
18 questions, can be inappropriate, and the evidence
19 elicited can fall outside of our Evidence Code.
20 Nonetheless, Mr. Frasier representing himself has the
21 right to inquire into this witness' testimony.

22 So I think I'm going to allow him to do,
23 based upon the way in which he's conducted himself so
24 far, I'm going to let him identify for me what parts of

1 this witness testimony are problematic. And then I'm
2 going to allow him to ask narrow questions of this
3 witness based upon his previously identified concerns.

4 The purpose of cross-examination is not to
5 re-testify to me, and it's not to argue to me. It is to
6 tease out inconsistencies, disagreements, and it is your
7 right. And so, upon our return to court, this witness
8 will go to Mr. Bradley Frasier. We'll be in recess for
9 15 minutes.

10 (Recess.)

11 THE COURT: Mr. Frasier, are there portions
12 of this witness's testimony that you disagree with?

13 MR. FRASIER: Yes, Your Honor.

14 THE COURT: And there are questions that you
15 think will help me understand?

16 MR. FRASIER: Yes, Your Honor.

17 THE COURT: Give me the general nature of
18 your disagreements, if you would, please. I just want
19 areas you'll be going into.

20 MR. FRASIER: Ms. Shrive called it a dispute.
21 And in November 2015, it was not a dispute, because both
22 parties were in agreement as to how to treat the loan.
23 And she admitted that Dave Frasier thought it was a loan,
24 I admitted that I thought it was a loan, she had

1 communications with my attorney at that time. She had
2 communications with me at that time. And so I wanted to
3 clarify that.

4 THE COURT: Okay.

5 MR. FRASIER: It wasn't a dispute. And then
6 there was some things from the phone conference that I
7 want to clarify.

8 THE COURT: I expect that. Yes.

9 MR. FRASIER: And she said my mother changed
10 her mind, but I did not see any communication to that
11 fact.

12 THE COURT: Okay. Those are fair.

13 MR. FRASIER: Okay.

14 THE COURT: Go ahead, please.

15 MR. FRASIER: Good morning, Ms. Shrive.

16 THE WITNESS: Good morning.

17

18 CROSS-EXAMINATION

19 BY MR. FRASIER:

20 Q I think, as I mentioned, we spoke last in
21 November 2015 by phone. Do you remember the
22 communications with my attorney, Andy Sussman, at that
23 time?

24 A Yes.

1 Q And do you remember him saying that I thought
2 the money was a loan, my mother thought it was a loan.
3 We had an agreement dating back to December 2015, 2014,
4 that stated it was a loan.

5 A There were discussions that it was a loan,
6 but I don't recall any documents to that effect.

7 Q But did you know that I had given my mother
8 \$50,000 for repayment of the loan in December 2014?

9 A Yes, I was aware of that.

10 Q So you called it a dispute in November of
11 2015. In your recent testimony, you called it a dispute.
12 What's the basis for that characterization of the
13 agreement?

14 A There were conflicting opinions over one
15 subject, and so I used the word "dispute" to characterize
16 that.

17 Q Okay. But you said that I thought it was a
18 loan. My mother thought it was a loan. Where was the
19 dispute?

20 A When I reached out to tax professionals and
21 estate-planning attorneys, I was instructed or informed
22 that we would be unable to treat it as a loan, that it
23 would have to be a sale of the half interest of the
24 building for fair market value.

1 Q Did you provide any written documentation of
2 those communications to me or my attorney, Andy Sussman?

3 A I would have to access Premier's records to
4 answer that.

5 Q We never received any, to clarify the record.

6 In the March 2016 phone conference, you
7 mentioned that lasted about a minute before emotions took
8 over, you were aware that my mother and I were estranged,
9 and that we hadn't spoken in a while.

10 Did you hear my mother say that there was no
11 financial relationship with me and Jordan Frasier, my
12 father, over the medical building?

13 A I don't recall those words being said.

14 Q Did you hear my mother say that my father was
15 not my partner in the medical building?

16 A I believe so. Yes.

17 Q Did you read Mr. Robertson's subsequent
18 e-mail to me that documented that fact that there was
19 never a financial agreement between my parents and I with
20 relation to the medical building?

21 A I'm sorry. Could you repeat that?

22 Q Did you read the subsequent March e-mail from
23 Mr. Robertson to me that was copied to you that
24 acknowledged the fact that there was no financial

1 agreement between my parents and I regarding the medical
2 building?

3 A I would have to go back and look at records.
4 It's been a long time.

5 Q That e-mail has been referenced at least
6 three times in documents by me submitted recently, and I
7 understand that you haven't been involved in the case for
8 a while. So, but suffice it to say that Mr. Robertson
9 did submit that e-mail to me. You stated that after the
10 phone call, Dinny's belief about the building changed.

11 Did you submit any documentation to me or my
12 attorneys regarding that fact?

13 A I don't recall. I discussed it with counsel.

14 Q We never received any. Did counsel submit
15 any documentation of Dinny's change of heart to me or my
16 attorneys?

17 A I can't speak on behalf of counsel.

18 Q We didn't receive any. So you said that
19 Dinny and Jordan Frasier signed the loan documents?

20 THE COURT: Anybody having a hard time
21 hearing? Mr. Rosenauer? All right. So everyone speak
22 into your microphones and amplify your voices a little
23 bit. Thank you.

24 THE WITNESS: Sorry.

1 MR. FRASIER: I don't want to shout, but
2 anyway.

3 THE COURT: I know. That's the risk, is that
4 if we amplify, it sounds like we're shouting. We just
5 need to speak loudly. That's all.

6 Q (BY MR. FRASIER:) Okay. So Mr. Robertson
7 tried to clarify the obligation that my parents had on
8 the bank loan, and I think you agreed with that. And I
9 hope the judges -- Judge Hardy is clear on that. And I
10 can certainly expound on that.

11 But my question is: Did you consult with a
12 tax attorney regarding the agreement that my mother and I
13 had for me to pay back the loan?

14 A I don't recall Brooks Travis's resume off the
15 top of my head, but I did consult with multiple CPAs and
16 multiple attorneys.

17 Q For the record, Brooks Travis is not a tax
18 attorney. He's an estate attorney. Is Mr. Robertson an
19 estate attorney?

20 A Yes.

21 Q It's my understanding that Mr. Robertson
22 specializes in land law, and on his website, he doesn't
23 list himself as an estate attorney.

24 THE COURT: Okay. Just overruled. Whatever

1 your objection is, I'm going to let it go.

2 MR. ROBERTSON: I was just going to clarify,
3 Your Honor, because I don't know.

4 THE COURT: And she either knows or doesn't
5 know, and I don't want you to be a witness.

6 Q (BY MR. FRASIER:) Did you provide
7 documentation of any of these discussions with CPAs and
8 such early in 2016 to me or my attorney?

9 A I provided it to counsel.

10 Q Did counsel provide it -- to your knowledge,
11 did counsel provide it to us?

12 A I can't speak on behalf of counsel.

13 Q We didn't receive it, for the record.

14 Did you know that my accountant, Judy
15 Hamilton, worked with John Gonzales to try to reach a
16 mutually-acceptable interest rate for the loan repayment
17 in late March 2016?

18 A Yes.

19 Q Okay. So given my mother's change of heart
20 with reference to the medical building, why is it that we
21 were still working on an interest rate for repayment of
22 the loan instead of a buyout agreement at that time?

23 A Because your mother was upset after the phone
24 call, and she had a change of heart and then went back to

1 considering it being a loan to make the issue go away.

2 Q I understand that. But why would we still be
3 discussing repayment of the money as a loan in late March
4 -- sorry -- in late 2016, versus treating it the way my
5 mother wanted it to be treated?

6 A I'm sorry. Would you repeat your question?

7 Q Yeah. Why were we still treating the money
8 as a loan and discussing a repayment interest amount in
9 late 2016, versus discussing it as a buyout, which my
10 mother purportedly wanted at that time per your
11 testimony?

12 A Because she changed her mind again and went
13 back to the loan idea. And we were working very hard to
14 come to an agreement on that that would be viable,
15 legally, under the Tax Code.

16 Q To your knowledge, did any of the CPAs give
17 an opinion regarding transferring cash for real estate at
18 an equal value?

19 A Can you clarify, please, what you mean?

20 Q Yeah. Did any of the CPA experts that you
21 consulted with provide any opinion regarding the option
22 of simply giving money for real estate and transferring
23 money for real estate in the trust to take the building
24 out of the trust?

1 A Please repeat that again. I'm not sure how
2 to answer your question.

3 Q Did any of the experts that you consulted
4 with agree with the proposed transferring money for real
5 estate as an equal transaction?

6 A Are you asking dollar-for-dollar?

7 Q Yes.

8 A That would constitute a sale of an asset, a
9 buyout, if you will. Is that what you're asking me?

10 Q No. It's a transfer, asset for asset.

11 A Yes, there was discussion to exchange money,
12 U.S. dollars, for an asset held in trust.

13 Q Thank you. We had a settlement agreement in
14 January 2017. At that settlement, Judge King said that I
15 was to be repaid \$50,000, which was the money I had paid
16 for the repayment of the loan, and I didn't receive that
17 for nine months, and only after an order by the Court
18 that it be paid.

19 What was the reason for the delay?

20 MR. ROBERTSON: Your Honor, I'm trying not to
21 interrupt, but I'm also not wanting to get too far afield
22 here.

23 Not only is that beyond the scope of the
24 direct, but it's not included in the two categories that

1 Dr. Frasier identified that he wanted to question the
2 witness about, which was that there was no dispute, and
3 he wanted to question the witness about the telephone
4 conference.

5 THE COURT: I understand the objection. I'm
6 going to overrule it. The issue is in dispute. We
7 haven't yet addressed it.

8 ~~I agree with your legal analysis. It is~~
9 ~~beyond the scope. But the Code also gives me discretion~~
10 ~~to collapse things into a larger scope, and I've got a~~
11 ~~\$4,000 assertion against you, and that's tied into a~~
12 delay, and so I'm overruling the objection.

13 You may answer the question.

14 THE WITNESS: Would you please repeat your
15 question?

16 Q (BY MR. FRASIER:) Yeah. Why was there a
17 nine-month delay for a hearing to the settlement
18 agreement to pay me back \$50,000?

19 A If memory serves, after mediation, the
20 settlement agreement needed to be blessed by the Court.
21 We were waiting for that. And then I subsequently left
22 Premier for a different position.

23 Q Okay. That's fair. It was blessed by the
24 Court, and it still took nine months and a threat by the

1 Court for sanctions.

2 Do you know why the real estate has not been
3 transferred to the beneficiaries since the settlement
4 agreement almost two years ago?

5 A While I was with Premier, we were waiting for
6 real property appraisals to be done on all three pieces
7 of real property involved in the settlement agreement.

8 Those were not completed while I was with Premier, and I
9 subsequently left Premier for another position.

10 MR. FRASIER: Thank you. No further
11 questions, Your Honor.

12 THE COURT: Thank you, sir.

13 Mr. Robertson, do you have any follow-up on
14 those questions? Do you have any follow-up?

15 MR. ROBERTSON: I do, Your Honor.

16 THE COURT: Please.

17

18 REDIRECT EXAMINATION

19 BY MR. ROBERTSON:

20 Q Ms. Shrive, Dr. Frasier asked you if, in the
21 telephone conversation between Dr. Frasier and Dinny, if,
22 as a result of that conversation, you understood that
23 Dinny had acknowledged there were no financial agreements
24 between Dr. Frasier and his parents.

1 Do you remember that question?

2 A Yes.

3 Q And he indicated to you that I had, after the
4 telephone conversation, had written an e-mail to that
5 effect. Correct?

6 A Yes.

7 Q And isn't it true that that was part of the
8 problem, is there was no documentation of a loan, no
9 promissory note, no written agreement after the building
10 was purchased. There was no documentation that
11 Dr. Frasier had presented to you about the financial
12 agreements between he and his parents that he was
13 asserting.

14 A That is correct. The only documentation I
15 had was a grantee and the loan documents.

16 Q And the 706?

17 A And the 706. Excuse me.

18 Q Dr. Frasier asked you about: Did you provide
19 notice to him that Dinny had changed her mind about how
20 she wanted to treat the medical building, and she wanted
21 to treat it as ownership. Do you recall that?

22 A Yes.

23 Q Is it true that even though Dinny changed her
24 mind and wanted to treat it as ownership, you continued

1 to encourage Dinny to treat it as a loan if that could
2 resolve the dispute because you wanted to resolve the
3 dispute?

4 A Yes.

5 Q And did you authorize -- did Premier
6 authorize its attorneys to continue to negotiate with
7 Dr. Frasier, trying to find a resolution to the problem
8 as a loan, if possible, even though Dinny still, at that
9 point, wanted to treat it as an equity ownership?

10 A Yes.

11 Q Are there any exhibits up there?

12 A No.

13 MR. ROBERTSON: Approach, Your Honor?

14 THE COURT: Yes.

15 Q (BY MR. ROBERTSON:) Dr. Frasier asked you if
16 Premier or its counsel ever provided him any notice that
17 Premier had received opinions from experts that disagreed
18 with Dr. Frasier's opinion about the payment being a
19 loan. Do you recall that?

20 A Yes.

21 Q Looking at Exhibit 9, this is an e-mail from
22 myself to -- oh. You don't have a copy?

23 THE COURT: Yes, that is appropriate.

24 MR. ROBERTSON: I apologize.

1 MR. FRASIER: Thank you.

2 Q (BY MR. ROBERTSON:) Looking at Exhibit 9,
3 this is an e-mail from the top e-mails from myself to
4 Dr. Frasier. Is that correct?

5 A Yes.

6 Q Let's look at the very first paragraph
7 entitled: "First."

8 "Do I tell Dr. Frasier while treating the
9 payment as a loan may be agreeable to Dinny and
10 Dr. Frasier, it is unfortunately not agreeable to others,
11 nor is it consistent with the transaction documentation?"

12 Do you see that?

13 A Yes.

14 Q And is that a position that Premier asked
15 legal counsel to take in this action?

16 A Yes.

17 Q And then it goes on: Second.

18 "Dr. Frasier admits that his proposal would
19 require the Trust to amend the Federal 706 Tax Return,
20 which the trust accountant and Dinny's current or former
21 estate lawyer, Mr. Travis, strongly opposed."

22 Do you see that?

23 A Yes.

24 Q So Premier, through its counsel, was

1 informing Dr. Frasier that there was an accountant and an
2 estate lawyer that both disagreed with his proposed
3 solution. Correct?

4 A Yes.

5 Q Now, in addition to that, going back in time,
6 do you recall Dr. Frasier testifying that his accountant,
7 Judy Hamilton, wanted to talk to the Trust's accountant,
8 Mr. Gonzales, to try to resolve this issue?

9 A Yes.

10 Q And Dr. Frasier acknowledged that Premier,
11 through its counsel, arranged for one or more conference
12 calls so that Dr. Frasier's accountant could hear the
13 position of Premier's accountant on this loan issue.
14 Correct?

15 A Yes.

16 Q And so Dr. Frasier was well-aware that there
17 were experts that Premier had retained, who had given the
18 opinion that this could not be treated as a loan.
19 Correct?

20 A Yes.

21 MR. ROBERTSON: I think those are all of the
22 questions I have.

23

24

RECROSS EXAMINATION

BY MR. FRASIER:

Q What is the date on the document that Mr. Robertson just gave you regarding an e-mail from him to Mike Sullivan?

A Is that the first page?

Q Yes.

A December 2nd, 2016.

Q Correct. Were you aware of negotiations between Mr. Robertson, Mr. Sullivan, and me and Mr. Williamson regarding identifying a mutually-agreeable interest rate for the repayment of the loan?

A Yes.

Q And those discussions took place between March and December 2016; correct?

A I don't recall the exact dates.

Q They were ongoing discussions; correct?

A They were ongoing discussions. Yes.

Q Yes. And there's many e-mails to support those. Yes?

A Yes.

Q Okay. Are you aware of Judy Hamilton's opinion that there would be no tax ramifications to the Trust by amending the Form 706?

1 A I'm aware of that opinion.

2 Q And do you agree with that opinion?

3 A No.

4 Q Why not?

5 A In my experience, a 706 is 99.999 percent
6 audited the first round, and then to go amend and it
7 remove a \$1.4 million asset in lieu of a \$325,000

8 promissory note with no documentation would throw up a
9 lot of red flags to the IRS.

10 Q Okay... We were looking for the truth. Were
11 you aware that there was a loan, there was an agreement
12 between my mother and I for me to pay back a loan dating
13 back to December 2014?

14 A I was aware there was a discussion about a
15 loan with no documentation.

16 Q But you had your client, Dinny Frasier, and
17 his son stating that there was an agreement -- albeit a
18 verbal agreement -- she accepted money for that
19 agreement. Were you aware of that?

20 A Yes. But I have a duty to all beneficiaries,
21 current and remainder, and it would have been a breach of
22 my fiduciary duty to treat one beneficiary more in favor
23 than another.

24 Q Was it a breach of your fiduciary

1 responsibility to let this case drag out almost three
2 years? And I know you weren't involved in all three
3 years, but was it a breach of yours and Premier's
4 fiduciary responsibility to allow this case to drag out
5 this long?

6 A No.

7 Q Why?

8 A ~~We were actively seeking a resolution to this~~
9 ~~dispute.~~

10 Q Why has it taken so long?

11 A I don't know how to answer that question.

12 MR. FRASIER: No further questions, Your
13 Honor.

14 THE COURT: Thank you. A topic that has not
15 been explored with this witness is the positive, neutral,
16 or negative effect of Mr. Frasier's personal involvement
17 in the dispute resolution.

18 I am aware of three attorneys who represent
19 Mr. Frasier: A Sussman, a Caverly, and a Sullivan. But
20 I don't understand counsel's role. Did they sign and
21 format documents? Did they advise and counsel
22 Mr. Frasier? Did they actively negotiate?

23 Mr. Frasier has alleged that Premier and
24 Mr. Robertson and their firm are wholly responsible for

1 the delays. This witness previously testified that
2 Premier's efforts to resolve the dispute were an 82 out
3 of ten, and I'm not --

4 THE WITNESS: Sorry about that.

5 THE COURT: No. It is what it is. It's your
6 way of emphasizing it. And I'm wondering if there was
7 any effect caused by Mr. Frasier because of his personal
8 involvement.

9 At one point, Mr. Robertson began his
10 examination acknowledging that there were thousands of
11 communications. And I want you to explore that a little
12 bit, subject to Mr. Frasier's right to cross-examine.

13

14 FURTHER REDIRECT EXAMINATION

15 BY MR. ROBERTSON:

16 Q To begin, and for clarification, the
17 approximately 5,000 e-mails that are in my Frasier Trust
18 inbox e-mail folder deal with a myriad of issues, not
19 just the medical building issue.

20 But with that clarification, Ms. Shrive, how
21 would you characterize -- during this period that
22 Dr. Frasier is unhappy about because he thinks this whole
23 thing was simple and should have been resolved a long
24 time ago without a mediation -- during this period -- and

1 I'll just call it 2016 roughly -- how would you
2 characterize Dr. Frasier's position on this issue?

3 A How would I describe his position?

4 Q Yes.

5 A Or his demeanor?

6 Q Yes. How did he fit into this process of
7 trying to resolve the issue?

8 A He was extremely combative, for lack of a
9 better word. A lot of e-mails, a lot of terrible phone
10 messages. It was gruelling.

11 Q It was what?

12 A Gruelling.

13 Q By the terrible phone messages, are you
14 referring to voice mails that Dr. Frasier left on Dinny's
15 answering machine threatening to sue her if she didn't
16 transfer the building in exchange for his repayment of
17 the loan?

18 THE COURT: Yes, sir.

19 MR. FRASIER: Objection. That's false.

20 THE COURT: Okay. So we object to matters
21 that are outside of the Evidence Code. Most matters are
22 disagreed with, and I will give you a right to tell me
23 that that's false. But as an evidentiary objection, you
24 may continue. It is overruled.

1 Q (BY MR. ROBERTSON:) Thank you. Do you still
2 have the question in mind?

3 A Could you please repeat it?

4 Q By voice mails, were you referring to voice
5 mails that Dr. Frasier left on Dinny's answering machine
6 that came to your attention that you actually listened to
7 these voice messages; correct?

8 A Yes.

9 Q Dinny would have you listen to them; correct?

10 A Yes.

11 Q And did those voice messages -- did any of
12 those voice messages from Dr. Frasier threaten to sue his
13 mother if she refused to treat this as a loan?

14 A Yes.

15 Q Is that just one message or multiple
16 messages?

17 A Multiple. I don't recall how many exactly.

18 Q Did that play a role in making this more
19 difficult to settle?

20 A Yes.

21 Q How so?

22 A Well, every time one of the messages or an
23 e-mail, I would either have to calm Dinny down or seek
24 advice from counsel. It created a lot of unnecessary

1 steps in the process, if you will, in my opinion.

2 Q And not just your time, right? But didn't
3 you have to get your counsel involved on occasion -- or
4 perhaps more than just on occasion -- to try to work with
5 you on how to get Dinny calmed down and get her to a
6 place where we could get this resolved?

7 A Yes. And it took a lot of time from other
8 trust officers at Premier as well, through the trust
9 committee.

10 Q The e-mails, would it be fair to say that
11 prior to settling the medical office issue at the
12 mediation, that the e-mails from Dr. Frasier were
13 relatively constant?

14 A Prior to mediation?

15 Q I'm sorry?

16 A Did you say prior to mediation?

17 Q Yes.

18 A Yes.

19 Q Would it be fair to say -- well, let me ask
20 you. Can you estimate between roughly March of 2016 and
21 the mediation, can you estimate approximately how many
22 e-mails you believe you received from Dr. Frasier?

23 A I don't know the exact number. Estimating at
24 least more than 30. I don't recall, but a lot.

1 Q Those were the ones that were sent to you?
2 A Yes.
3 Q And then do you know from e-mails that were
4 forwarded to you by our office about the e-mails between
5 us and Dr. Frasier?
6 A Yes.
7 Q And can you estimate or do you know from
8 talking to our office or from the billing or anything, do
9 you have any estimate as to the number of e-mails our
10 office exchanged with Dr. Frasier over this issue?
11 A I don't know the exact number, but more than
12 what was exchanged with Premier directly.
13 Q So you just don't know?
14 A I don't know.
15 Q Did the e-mails that were sent by
16 Dr. Frasier, did they continue even after he had counsel?
17 A Yes.
18 Q And so, as we've seen from, I think, Exhibit
19 9, Dr. Frasier would write e-mails directly to me, and
20 then I would respond to Mr. Sullivan because it's not
21 appropriate for me to respond to Dr. Frasier directly.
22 Correct?
23 A Yes.
24 Q And then Dr. Frasier would write an e-mail to

1 Mr. Sullivan copied to me saying, "Please tell
2 Mr. Robertson," as shown on page two of Exhibit 9.

3 So even when there was counsel involved,
4 Dr. Frasier was regularly inserting himself into the
5 process; correct?

6 A Yes.

7 Q Do you have any opinion about whether
8 ~~Dr. Frasier inserting himself into the process, even when~~
9 ~~he had counsel, whether that made the negotiations~~
10 ~~proceed more smoothly or made them more difficult?~~

11 A I would say it made it more difficult.

12 Q And why is that?

13 A It took time to read through all of the
14 e-mails and then to formulate a response. And how we
15 were going to -- who, you know, through counsel, was
16 going to respond. There were so many communications. It
17 was very time consuming.

18 Q And would it be fair to say that there were
19 regular communications between you and I as to how to
20 respond to Dr. Frasier's e-mails and voice mails?

21 A Yes.

22 Q And did that take up a lot of time?

23 A Yes.

24 Q Did the --

1 THE COURT: I'm okay. That's satisfies me.

2 MR. ROBERTSON: That's all I have.

3 THE COURT: Would you like to respond?

4 MR. FRASIER: I would, yes. Thank you.

5 THE COURT: Please.

6

7

RE CROSS EXAMINATION

8 BY MR. FRASIER:

9 Q You and I've spoke in November 2017 --
10 sorry -- 2015. Were those phone calls courteous?

11 A If memory serves, yes. They started out
12 courteous.

13 Q And you were fully aware of my position at
14 the time, that my mother and I had a loan agreement for
15 me to pay back the loan?

16 A I was aware of your position.

17 Q And from March 2016 up until now, are you
18 aware of any abusive messages that I left on my mother's
19 answering machine?

20 A I would have to refer back to Premier's
21 records to answer that question.

22 Q There aren't any.

23 In Mr. Robertson's e-mail of March 2016, he
24 said he documented that and said that not leaving any

1 more phone messages to encourage my mother and Amy to
2 proceed with resolution of this issue would be helpful in
3 resolving the dispute.

4 Has my position regarding the medical
5 building loan repayment been constant throughout these
6 entire discussions?

7 A Relatively.

8 Q If not completely, how does it differ from
9 completely?

10 A Different in terms of negotiation.

11 Q And if we had resolved this issue in November
12 2015, could we have avoided this entire legal ordeal that
13 we've gone through?

14 A If we were able to come up with a viable
15 agreement under trust law and tax law, yes.

16 Q Did you consult with a tax lawyer to
17 determine what was the correct tax law at that time?

18 A I consulted with Dinny Frasier's estate
19 attorney, and I received multiple CPAs.

20 Q Is the estate attorney a tax attorney?

21 A I don't have Mr. Brooks' or Mr. Travis's
22 resume in front of me. I don't know what he is, other
23 than a JD.

24 Q He is not. Are you familiar with the term

1 Parkinson's law?

2 A I've heard it spoken in this courtroom, but
3 I'm a not well-versed. I can't rattle it off to you
4 right now.

5 Q Would you characterize this entire process as
6 a manifestation or exhibition of Parkinson's law?

7 A Would you give me the definition of
8 Parkinson's law, please?

9 Q Basically, it's the proceedings last long:
10 enough to take up the money that's available. And in
11 this particular case, the most important person, Dinny
12 Frasier, had limited ability to resolve the dispute,
13 which makes the Parkinson's law in this case all the more
14 egregious.

15 Do you understand that definition?

16 A Yes, I understand the definition. I don't
17 agree with that, no.

18 Q Were you aware that I was represented by Andy
19 Sussman, Mike Sullivan, and Kristen Caverly?

20 A Yes.

21 Q And were you aware that all of them worked
22 hard to resolve this dispute with you and Mr. Robertson,
23 but they were stymied at every point along the way?

24 A No.

1 MR. FRASIER: They were. And we presented
2 evidence to that effect. I have no further questions.

3 THE COURT: Thank you.

4 MR. ROBERTSON: May I ask one follow-up,
5 please?

6 THE COURT: Oh.

7 MR. ROBERTSON: No?

8 THE COURT: I am fully informed on this
9 issue. I am ready to go.

10 MR. ROBERTSON: Okay.

11 THE COURT: If you tell me that it's
12 something that I haven't heard and could not possibly
13 consider without her answer, I'll let you do it.

14 MR. ROBERTSON: I just think it's one
15 important question. If you don't mind, Your Honor.
16 There was this --

17 THE COURT: Okay.

18 MR. ROBERTSON: -- last line of questions
19 about Parkinson's law and using up the estate.

20 Q (BY MR. ROBERTSON:) My question is: When
21 you received this estate at a value of approximately \$8
22 million dollars, and when you left, it still had a value
23 of approximately \$8 million or more. Correct?

24 A Correct.

1 MR. ROBERTSON: Thank you.

2 THE COURT: So as you prepare to summarize
3 the evidence, one of the issues in my mind is the fact
4 that Ms. Frasier was a serving co-trustee at the time.

5 And I don't know how relevant that is,
6 whether it's dispositive, but there is a challenge
7 against Premier, but it was not until eight or nine
8 months after the settlement agreement that Ms. Frasier
9 was relieved of her services as trustee. And I'm just
10 not sure how that fits in.

11 And with that, you may step down. And may
12 she leave the courtroom and return to her life, or will
13 we use her for other purposes?

14 MR. ROBERTSON: I believe she can be excused,
15 Your Honor.

16 THE COURT: You're excused from further
17 participation.

18 THE WITNESS: Thank you.

19 THE COURT: Mr. Frasier, if you'll be sworn,
20 please. Please be seated.

21
22 **AMY FRASIER,**
23 having been first duly sworn, was
24 examined and testified as follows:

SUNSHINE LITIGATION SERVICES (775) 323-3411

1 THE COURT: Good morning, Ms. Frasier.

2 THE WITNESS: Good morning.

3 THE COURT: I'm going to begin with just a
4 little, hopefully polite, admonition. I think it's
5 important that you have an ability to communicate with
6 the Court in the presence of everyone, but this is not an
7 opportunity to generally complain about how the family
8 circumstances have unfolded.

9 What you say has to be related to some form
10 of request that the Court can grant. And I had a very
11 difficult time with you at the beginning just trying to
12 identify what specific relief you want to grant, you
13 would like me to grant.

14 You spoke about Ms. Mulrain and her future
15 services. You spoke about Ms. Mulrain's fees. You spoke
16 about an investigator, you had some comments about
17 Mr. Resnick, and you want your mother's care to be
18 transferred.

19 THE WITNESS: Yes.

20 THE COURT: Before you begin, let me share
21 not finally, but as a growing thought in my mind, that it
22 is critical for the Court to stay in its lane. I just
23 had a sense, when I was drafting the order, that if
24 unchecked, I could go into non-jurisdictional territory.

—SUNSHINE LITIGATION SERVICES (775) 323-3411—

1 That's why I included the language what can I possibly do
2 within my jurisdiction.

3 As caregiver fees are payable from the trust,
4 there's a tenuous connection. I don't believe that I
5 have personal jurisdiction over the care of Ms. Frasier.
6 She is not a Nevada guardianship ward. I am not a
7 California conservator judge. And I'm striving to resist
8 my temptation to be all things to all people in this
9 dispute. And you might see that borne out in the way I
10 manipulate or even abandon this investigator.

11 And so some of the issues that Ms. Amy
12 Frasier identified, I think, are beyond my legal reach.

13 And with that, ma'am, we will all be silent
14 and let you speak.

15 THE WITNESS: Thank you, Your Honor. I wish
16 to express my sincere appreciation for the opportunity to
17 provide my narrative today. I know that the Court's time
18 is very valuable, and I know have much established, so
19 I'll be brief and to the point.

20 THE COURT: Are you reading?

21 THE WITNESS: I'm --

22 THE COURT: It's okay if you are.

23 THE WITNESS: I have a phobia of talking in
24 front of people. That's why I have difficulty.

1 THE COURT: The only purpose for my question
2 is to make sure that I remind you to read slowly.

3 THE WITNESS: Okay.

4 THE COURT: Because just as you were
5 speaking, your cadence increased, and it's hard for the
6 reporter. It's quite all right if you wish to read, but
7 slow down as you do. Okay?

8 THE WITNESS: Okay.

9 THE COURT: Go ahead, please.

10 THE WITNESS: First, I'd like to address the
11 allegations of undue influence that have been leveled
12 against Bill and myself. Second, I would like to address
13 why you need to have an investigator to find out the
14 truth. Third, I think it's time for a fresh start for
15 everyone on this case.

16 My mother had always had a fear of
17 abandonment. My mother lost her own father before she
18 married my father in 1948, but she never got over her
19 deep fear of an abandonment when she lost her father.
20 When my father died October 22nd, 2014, my mother's
21 greatest fear happened: That she would lose the only man
22 that she counted on to protect her. And when my father
23 died, my mother looked to Brad to be the man to protect
24 her. But Brad was not looking out to protect her. He

1 was only looking out to get his building.

2 My mother was a product of the Depression,
3 and she does not like to waste money. My mother did not
4 want to spend any money on an attorney to provide trust
5 administration. She decided to have Brooks Travis be her
6 attorney because she liked him, and she thought he was a
7 man to protect her.

8 THE COURT: And if you'll slow down as you
9 read, please.

10 THE WITNESS: Pardon?

11 THE COURT: Just slow down a little bit,
12 please.

13 THE WITNESS: Okay. After my father's death,
14 my mother became extremely angry at Brad and Norrie due
15 to their actions, and she was the one that kept talking
16 about how much they took from her and she was going to
17 get even with them.

18 This is also due to my mother's friend,
19 Shirley Lefkowitz, who kept calling her every night,
20 getting her agitated and telling her that she should file
21 elder abuse charges against Brad and Norrie. Shirley was
22 a former social worker.

23 My mother wanted to go to the Irvine Police
24 Department to file charges against Brad and Norrie, but

1 Bill and I told my mother, "You need to work it out with
2 Brad and Norrie. We're not going the take you to the
3 police department."

4 This is the only influence we ever exerted
5 over my mother. It was for the benefit for both Brad and
6 Norrie. My mother made all of her own decisions. Bill
7 and I had nothing to do with any of the changes that she
8 made for her survivor's trust like they're claiming.

9 My mother lived in her own house, walked her
10 dogs five miles, and lived totally on her own. We did
11 not block her calls. She had caller ID, and she could
12 tell who was calling her. And if she did not want to
13 talk to them, she would not pick up.

14 My mother had a history of not talking to
15 someone when she was angry at them. My father
16 experienced this with her many times. Sometimes she
17 would go for months without talking to him. In fact, one
18 time my father called me to ask me whether I wanted to go
19 to the museum with him, as he was having a fight with my
20 mother, and she was not talking to him.

21 In September 2015, my mother received phone
22 calls from Brad that were extremely acrimonious and
23 abusive. My mother would listen to these messages over
24 and over, and my mother would obsess whenever Brad left

1 messages. But she even became more obsessed with these
2 messages since he talked about when she died, he was
3 going to bury her money with her.

4 She called us late at night after an
5 acrimonious fight with Brad, which caused her crying and
6 sobbing hysterically. I offered to go stay with her, but
7 she said no, it was too late to come over.

8 ~~She called the next day, complaining of~~
9 ~~severe back pain, shortness of breath, nausea, and that~~
10 ~~she felt really ill. Bill immediately drove to her home~~
11 ~~to take her to the hospital, where she was admitted into~~
12 ~~the cardiac care unit for atrial fibrillation for six~~
13 ~~days.~~

14 Before she was to be released, the hospital
15 staff told us that she would require that someone would
16 have to stay with her 24/7, or they were going to put her
17 in a nursing home for 60 days, and I know that my mother
18 would have died in a nursing home, so we offered to take
19 care of her 24/7 for the next 60 days. We moved in to
20 tell help her with her doctor visits, food, etcetera.

21 On July 13th, 2016, my fear was realized when
22 I could not reach her all day. Bill and I raced down to
23 my mother's house where we went inside to find her on the
24 bedroom floor, barely conscious, babbling, and she just

1 wanted to lay on the floor. I laid on the floor next to
2 her to try to keep her conscious before the paramedics
3 came.

4 If it wasn't for Bill and I saving my
5 mother's life twice, Bill would never have had the
6 opportunity -- I mean Brad, excuse me -- if it wasn't for
7 Bill and I saving my mother's life twice, Brad would
8 never have got the opportunity to reconcile with my
9 mother.

10 This is important. I know that everyone is
11 taking credit for the settlement agreement. But it
12 should be known that when Judge King came in to see Bill
13 and I, he asked what we thought should happen.

14 Bill and I told Judge King that Brad had paid
15 money for the building, worked in the building, and it
16 should be his building. We told Judge King that this has
17 gone on for too long, and the best way to end this was
18 just to give the medical building to Brad, Norrie's house
19 to Norrie, and Amy's house to Amy. End of story.

20 It got more complicated, but we took the high
21 road that nobody even knows about, and it was a great
22 deal for Brad so he didn't have to pay back his loan. We
23 looked for the fair solution even though Brad has
24 threatened us with litigation if he did not get his

1 building and told me he is going to I kick me out of my
2 house, he has made physical threats and sent me abusive
3 e-mails. Bill and I had no choice but we had to assist
4 my mother during the time when my mother was angry at
5 Brad and Norrie. If we didn't help, no else would have
6 been there for her.

7 I think the Court should follow through with
8 ~~their request for an investigator to seek the pursuit of~~
9 ~~truth. I would request the pursuit of truth by the Court~~
10 ~~for having an independent investigator interview my~~
11 ~~mother to gauge the level of her knowledge regarding all~~
12 ~~of her affairs.~~

13 Also, I would request the investigator to
14 review the caregiving agency billings and the events
15 leading up to the questionable retainer check to Resnick
16 Sherak, LLP, and whether it was truly my mother who
17 entered into this agreement with Resnick Sherak, LLP.
18 Both my brother and sister, Norrie, indicated they would
19 like them replaced, and I have come to join with them in
20 this request for an independent power of attorney for my
21 mother with no connection to Resnick.

22 My sister has also indicated that the
23 caregiver should be replaced, and I join with her in this
24 request. I also think that my brother Brad should have a

1 more involved role with my mother's medical care since my
2 mother and father paid for him to attend medical school.

3 I think that these changes, along with the
4 trust company, will provide a fresh start for my family
5 and help the healing process. Thank you very much, sir.

6 THE COURT: Thank you for taking the time to
7 prepare that.

8 THE WITNESS: Thank you.

9 THE COURT: Do you have any questions,
10 Mr. Robertson?

11 MR. ROBERTSON: No, Your Honor.

12 THE COURT: Mr. Resnick?

13

14 EXAMINATION

15 BY MR. RESNICK:

16 Q Yes, sir. Two quick questions. First
17 question is: You've heard about the discussion of the
18 first amendment that Mr. Brooks Travis prepared?

19 A Yes. And what's the question?

20 Q And the question is: And you've heard about
21 the second amendment?

22 A I just heard it recently. I wasn't -- I
23 haven't been informed of it, but I do know my mother was
24 evaluated.

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1 THE COURT: Hold on.

2 MR. RESNICK: It was just yes-or-no.

3 THE WITNESS: The second amendment?

4 Q (BY MR. RESNICK:) Do you recall --

5 A I don't know what's on it.

6 Q Do you recall the reference from these
7 proceedings about the second amendment?

8 A I heard it. Yes.

9 Q Do you recall that the second amendment
10 provided for charities?

11 A Yes.

12 Q If the Court determines that that amendment,
13 the second amendment, is valid, do you agree with it?

14 A No. Are you actually an attorney that my
15 mother hired? I impeached the veracity of the signature
16 on the agreement that you signed with her because the
17 check was simulated. It wasn't -- it was a synthetic.
18 It was a simulation of my mother's signature. I took it
19 to an expert. And so I don't know if my mother actually
20 was the one that entered into an agreement with you.

21 I would like you to prove with your
22 signature, please, you know, to see whether my mother is
23 the one that signed it. My mother -- when Nicole Shrive
24 took the check to my mother, my mother indeed said "No, I

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1 didn't sign it." And that's been way back. But I had it
2 proved by a forensic analyst that the check was not my
3 mother's. And so I don't know -- he said that this can
4 impeach the veracity of the document that she signed on
5 the same day with you.

6 THE COURT: Okay. If you'll pause for just a
7 minute.

8 THE WITNESS: Sorry.

9 THE COURT: No. Please don't apologize.
10 Thank you.

11 MR. RESNICK: I actually had a third
12 question.

13 THE COURT: Sorry.

14 MR. RESNICK: I have a third question.

15 THE COURT: I know you do. I don't. But
16 thank you for standing silent during the non-responsive
17 answer, as I strive to create an environment of
18 procedural fairness, the perception of procedural
19 fairness.

20 The question was answered indirectly. She
21 does not accept the validity of the second amendment.
22 And both the question to Mr. Frasier and Ms. Frasier
23 about whether they'll accept what the judge says, I'm not
24 sure how to interpret that.

1 I'm not sure what conclusion it leads me to
2 because they have a right to decide if they challenge the
3 amendment, and I have the responsibility to decide the
4 challenge to the amendment. But mostly, I want to thank
5 you for standing silent. And I talk too much. Go ahead
6 with your next question.

7 Q (BY MR. RESNICK:) Do you recall when the San
8 Juan Capistrano house was purchased?

9 A I'm sorry. Could you speak up?

10 Q Do you recall when the San Juan Capistrano
11 house was purchased?

12 A Yes.

13 Q When?

14 A It was purchased in -- I believe it was
15 August of 2016.

16 MR. RESNICK: Thank you. No more questions.

17 THE COURT: Thank you. Mr. Bradley Frasier,
18 do you have any questions of this witness?

19 MR. FRASIER: We'd be here another two weeks.
20 No.

21 THE COURT: Thank you.

22 Thank you, ma'am.

23 THE WITNESS: Thank you, sir.

24 THE COURT: You're free to step down.

1 Counsel, will you help me identify the issues
2 that remain? I have a \$4,000 issue, which I'm going to
3 take under submission and decide it with the paper that I
4 have and the evidence that's been presented.

5 I have the Pinewood, and I have the Lavender
6 property. I have the allegation of a breach of duties
7 and the unnecessary fees, the request for sanction. I do
8 have some things that I want to talk about as you think
9 about issues to present with the witnesses.

10 What else do we have?

11 MR. RESNICK: Paying the appraisal fee from
12 the trust.

13 THE COURT: Paying the appraisal fee?

14 MR. RESNICK: The appraiser's fee,
15 Mr. Simpson. The appointment of U.S. Bank was accepted,
16 the appointment subject to Court approval and some
17 direction completing the settlement.

18 THE COURT: That's one of the things I want
19 to get to.

20 MR. ROBERTSON: I'm sorry. What was the
21 third one?

22 THE COURT: Completing the settlement.
23 What issues do you have?

24 MR. ROBERTSON: I would only add to that list

1 that it may not be in your lane, but Premier would like
2 the Court to at least be aware that this dispute as to
3 the amendments, even if U.S. Bank takes over, this is
4 going to unfortunately continue unless it's resolved.
5 So, if possible, if that can be resolved, that would be
6 helpful.

7 THE COURT: So I see the amendment challenge
8 as within my jurisdictional alignment lane. I do.

9 MR. ROBERTSON: Okay.

10 THE COURT: I do not see the ongoing personal
11 care, the cost of that care, the oversight of caregivers,
12 the isolation or accessibility of Dinny to children. I
13 don't see that in my province.

14 MR. ROBERTSON: Fair enough.

15 THE COURT: The purpose of the investigator
16 has morphed in my mind.

17 MR. ROSENAUER: Your Honor, don't forget us.

18 THE COURT: It is your fee request?

19 MR. ROSENAUER: Yes, and that's our little
20 piece. Sorry.

21 THE COURT: The trust litigation continues,
22 and Ms. Frasier continues to participate in absentia,
23 through an attorney who describes her as a decisionmaker,
24 then I will fashion some form of investigative role under

1 statutory and decisional authority that I possess in the
2 State of Nevada. But it would be limited to her
3 continuing role as a decisionmaker in litigation.

4 MR. ROBERTSON: Two other points, Your Honor.
5 The first is, if the Court grants Premier's motion to
6 withdraw and transfers the trust to U.S. Bank, then
7 Premier has no position on any of these other issues
8 going forward.

9 And as to Bradley Frasier's motion for
10 sanctions, I'm a little unclear. He has filed an actual
11 motion. Our response is due October 24th. In the
12 interest of not spending a bunch more money on legal
13 fees, we need some direction from the Court whether you'd
14 like to, at this point, create an open extension for us
15 to respond until you further consider the matter.

16 If he's seeking a substantial sanction, we
17 would probably spend a substantial amount of time and
18 effort to put together a very lengthy and detailed
19 opposition. And I'd like to avoid that, if possible.
20 But if the Court wants us to do that, we will.

21 THE COURT: So my preference is that your
22 opposition be embedded in this proceeding and
23 memorialized through any closing arguments you make. But
24 if, at any time during my deliberative process, I find

1 that there is the need for the formal opposition called
2 upon by rule, I would give that opportunity to you. But
3 at the moment, I wish to just suspend the motion
4 practice.

5 MR. ROBERTSON: Thank you, Your Honor. Just
6 to make sure I understand correctly all of the additional
7 evidence and exhibits and declarations we might get from
8 experts and all of that that we would normally put into
9 an opposition, we're going to suspend that for now. And
10 then if you want all of that additional evidence, you'll
11 request it.

12 THE COURT: Yes.

13 MR. ROBERTSON: Thank you.

14 THE COURT: Counsel, do you prefer to do
15 written summations or oral summations? We'll do it this
16 afternoon.

17 MR. ROBERTSON: From Premier's perspective, I
18 think we would prefer to have a little time to digest
19 everything, Your Honor, and put it into a written format.
20 I believe that might be more helpful in the long run.

21 If you could give us a week to do that,
22 because I don't anticipate needing a week's worth of work
23 or the time to do the work, but to just sort of think
24 this all through and distill it down into what we think

1 are the most important arguments and then present those,
2 that would be our preference. But we are also or will be
3 prepared, if you want an oral presentation this
4 afternoon.

5 MR. RESNICK: Our preference is oral, but
6 we'll defer to the Court.

7 DR. FRASIER: I can provide a written
8 response.

9 THE COURT: Thank you. Everyone be seated
10 for just a moment, please.

11 Mr. Rosenauer, how do you prefer that I
12 proceed on behalf of your client, whose fees are far less
13 controversial at that point? And I have an objection
14 from Ms. Amy Frasier. But the trustee has essentially --
15 I don't have a declarant statement, but I believe the
16 trustee, through counsel, had withdrawn their concerns
17 for payment.

18 MR. ROSENAUER: That was my -- I'll leave
19 that to counsel over here, but that was my impression,
20 Your Honor.

21 MR. ROBERTSON: And my understanding from
22 Premier is they have withdrawn their objection to
23 payment, so long as the Court -- if the Court orders us
24 to pay, that's great. Their only reservation was double

1 payment. And if that's a representation from Mr. Resnick
2 that the Court wants to accept saying there's no double
3 payment, Premiere obviously accepts that.

4 THE COURT: I am inclined to accept that
5 representation.

6 MR. ROSENAUER: And of course then, Your
7 Honor, I believe that the Court has, through our fee
8 requests and how the Second Judicial District normally
9 does their free requests that there's not an evidentiary
10 hearing, we would submit it on the fee request that we
11 have. And of course we're available to answer any
12 questions, if the Court deems it necessary.

13 THE COURT: Thank you. But you're not
14 relieved from the courtroom because my oral
15 pronouncement, my oral thoughts, may implicate your
16 client's involvement if I appoint and send an
17 investigator. I'm still trying to fashion how that
18 segueway transition occurs.

19 MR. ROSENAUER: We clearly understand, Your
20 Honor, and so we'll stand by.

21 THE COURT: Okay. Let me think for just a
22 moment. Thank you.

23 MR. ROSENAUER: Thank you, Your Honor.

24 THE COURT: I'm struggling because I dearly

1 wish to facilitate peace and to extinguish costs. I also
2 struggle, because I represent a system of dispute
3 resolution that many will fairly describe as inefficient,
4 needlessly expensive, and acrimonious.

5 I'm mindful of oaths taken elsewhere. I wish
6 to do no harm. And oh, how I wish our system could
7 provide, at the outset, an attentive, focused, judge
8 forum to pre-empt what we so often experience throughout
9 and in conclusion.

10 So I'm struggling to know whether I reach
11 over this bench in some -- I use the word paternalistic,
12 but that implies a gender structure, which I wish to walk
13 away from and abandon. But paternalistic, overreaching
14 prophylactic, preventative. I want to do that, but I
15 also struggle to know whether I should, because one of
16 the tasks is just resolving the disputes presented. And
17 I will do that. And I will do that soon.

18 But then there's this other thing kind of
19 percolating. And I wonder: Should I speak to that other
20 thing, the trust amendment, potentially causing harm, but
21 potentially pre-empting. And I would typically take
22 counsel off the record and ask advice in chambers, always
23 in the presence of all counsel, never ex parte, trusting
24 that counsel can tell their clients everything that was

1 said.

2 But we talk differently off the record and
3 out of the courtroom. But I don't want to do that here,
4 because I create an appearance for Mr. Bradley Frasier
5 and Ms. Amy Frasier-Wilson that I am somehow leaving them
6 behind. So then I say nothing or I say things that may
7 cause additional litigation in my attempt to pre-empt
8 additional litigation. That's where there has been
9 pauses, Counsel, as I sit here.

10 MR. ROBERTSON: Your Honor, may I confer with
11 Mr. Resnick for just one second?

12 THE COURT: Yes.

13 MR. ROBERTSON: We've reached a stipulation
14 on one issue, and there's another issue we might be able
15 to stipulate on that maybe would help.

16 THE COURT: Okay.

17 MR. FRASIER: May I make a statement, Your
18 Honor?

19 THE COURT: Let them talk for just a moment.
20 I want them to be able to hear it when it happens.

21 Yes, Counsel.

22 Mr. Frasier, not at the moment. At the
23 moment, I'm struggling and talking out loud, and I'm
24 going to turn to all of you, but not right now. Please.

1 MR. ROBERTSON: Your Honor, I made a proposal
2 request to Mr. Resnick that given Dinny has restored
3 relatively normal relations with all of the children,
4 would she now consider an amendment to her trust to go
5 back to dividing it equally among the children rather
6 than the charities, because from what I've heard, that
7 would be agreeable to both Dr. Frasier and Amy. And I'm
8 sure it would be agreeable to Norrie as well. And I
9 believe Mr. Resnick said he's willing to talk to his
10 client about that possible solution.

11 MR. RESNICK: I'm willing to, during lunch,
12 have a Facetime call with her. Prior to the amendment,
13 the relationship with the children was very acrimonious,
14 and mother was retaliatory, in spite.

15 She definitely didn't want to give any of the
16 survivor trust to her children and was adamant that it
17 goes to the charities. That may have changed because
18 it's going in the right direction.

19 THE COURT: I am going to be heard on this
20 issue because what you've just said is encouraging to me.
21 I took some notes yesterday and this morning before court
22 as I tried to work my way through amendment litigation.

23 And so, if you'll be seated for just a
24 moment, I want to say a couple of things that you may

1 undoubtedly know, but you may wish to report to your
2 client as being spoken from the judge.

3 I can never get the former lawyer out of me
4 because I think about what I'm going to say. I think
5 it's going to take a long time to say it.

6 When Governor Guinn appointed me to the bench
7 14 years ago, I had a remarkable conversation with him
8 about what he hoped me to be. And I can't remember the
9 exact words, but essentially I said, "I don't know that I
10 can be an autotron devoid of my own perspective, my own
11 life journey, yet I so desperately want to be the judge
12 who is just passionate and classical." Something of that
13 nature.

14 And he said, "I picked you because of who you
15 are and what you can bring to the bench." And I always
16 remember that because it is a lottery for litigants and
17 lawyers when a judge is assigned. But the call isn't for
18 me to not be me. It is for me to be transparent about
19 who I am. Well, always using the law as the gold
20 standard, the polestar of process.

21 But frankly, we all travel life differently
22 and we have different perspectives. And so I just want
23 to share what drives me a little tiny bit as you've
24 wondered why I issued these orders the way I do.

1 When my wife and I were newly married 32
2 years ago -- I am ashamed to admit our youth -- we were
3 hired to be on-site managers for an age-restricted mobile
4 home park. And so, as teenagers, we lived with and
5 worked for the elderly. And that experience changed our
6 lives.

7 We learned that our neighbors, through no
8 fault of their own, had aged into a place where they
9 needed us, and they needed someone to help as they
10 incrementally became more dependent.

11 As we're born, we begin with complete
12 dependence. And then at some point, sorely past the
13 teenage years when we think we hit that pinnacle of
14 independence, and then begins the journey back to
15 dependence. Our capacity isn't a light switch that we
16 turn on and off. It's a continuum.

17 And I remember a dear woman who called me, so
18 alarmed that a bird was trapped in her home. She could
19 hear it chirp, but she couldn't find it. And I went into
20 her home, and it was an expiring battery on the smoke
21 detector. And it was the most critical thing in her
22 life.

23 And because of that experience, I devoted my
24 professional career to the elderly. I joined the

1 National Academy of Elder Law Attorneys and was certified
2 as a national expert in elder law.

3 That included a little bit of estate
4 transactions, wills and trusts, but it mostly involved
5 that journey while the client was alive. Holistically,
6 we developed plans and found benefits on eligibility and
7 wrapped them in a person-specific protective circle. So
8 I bring that to my experience as a judge.

9 And when I think about Ms. Fraiser, I can't
10 conclude that she's incapacitated. There's too much
11 evidence that she's still engaged in some ways. But I
12 also can't conclude that she's fully capacitated because
13 there's evidence that tells me she's travelled.

14 And I tried mightily to get her doctor here.
15 It didn't work. And that's okay -- her traveling -- I
16 understand. But this idea of capacity is fluid, and it
17 is often influenced by spatial and temporal things: The
18 time of the day, the persons in their presence, an
19 unwieldily focus, an inappropriate focus on some trigger.

20 There is a susceptibility that doesn't always
21 imply nefarious conduct. There's just a susceptibility
22 to trust whoever is there. And then there are
23 perceptions that wouldn't be held while fully
24 capacitated.

1 And so whenever I see an estate plan that
2 disrupts the natural bounty, I wonder: What's that
3 about? Because as parents, we generally love
4 unconditionally and forever forgive our children's
5 problems, even when they hurt us, even when we're angry.
6 And it is every parent's right to disinherit a child.
7 And I have participated in those actions in favor of
8 charities with contemporaneous capacity assessments.
9 We've recorded those events. We've tried to protect the
10 dignity of the testator.

11 But the fact is when we, in the end of life,
12 change what occurred throughout life, it puts the
13 decision under a scope. I used to preside over adult
14 guardianship cases, and mothers would turn on daughters
15 at the very end of life because of what mothers
16 perceived. And equally so with the other gender.

17 So one of the things I thought about was if
18 this litigation continues, I've got to get somebody who
19 takes a snapshot of where Ms. Frasier is right now. Not
20 where she was when she was angry. Not where she was when
21 Ms. Amy Frasier-Wilson was closer to her time and again.

22 Where is she now? And how does that relate
23 to what she did? Can I detect any fluidity? I thought
24 about having you submit, in camera, the list of charities

1 and having a third party, neutral, talk to her about
2 those charities to even see what her awareness is.

3 Because when I did estate plans in favor of
4 charity, I often suggested the charities: My favorite
5 charities. By the way, I hope you hear my words without
6 criticism because I really appreciate your involvement in
7 this case. I'm not suggesting you're doing anything
8 wrong. I'm just acknowledging what we observed.

9 And so I thought about without having her
10 coached along with way, I kind of want to know. Does she
11 favor charities right now over her three children? And
12 is that different today than it was 12 months ago?

13 I thought about California law and Nevada
14 law, which can create a limited statutory time for
15 objections. After a trust becomes irrevocable, after a
16 death, there's a notice requirement, and then
17 beneficiaries have a certain amount of time to file their
18 objections.

19 And I thought about creating something here
20 and just telling everyone: Follow your objections within
21 the next 120 days, and let's get it on or not, because I
22 don't want this to come up three years from now. And
23 I've been delighted, as I've heard about her and as I've
24 been able to interact with her attorneys.

1 But there is some concern about whether what
2 she did was retaliatory and lasting or whether it's what
3 she would have done years ago. And she and only she can
4 really decide first. And so I appreciate that. See what
5 happens.

6 And then based upon that call, of course she
7 can do what she wants to do with your representations of
8 capacity and your 1.14 declarations. We're still going
9 forward, but I see litigation in the future.

10 As long as I'm on a rant -- well, I'll return
11 to it my after our lunch hour because I do wish to say
12 something else. But I'm going to hold off.

13 Mr. Resnick, as you seek compensation for the
14 appraiser, would you also concede that the payment of the
15 appraiser is somehow connected to the success of your
16 request? Or will you request appraiser fees even if --
17 sorry to say this because I'm not trying to foreshadow
18 it. If you do not prevail on the challenge to the
19 Pinewood and Lavender, then who must bear the choice of
20 bringing that appraiser in?

21 MR. RESNICK: Well, the engagement with the
22 appraiser was not intentioned on success, so he's going
23 to get paid. I believe what you're asking me is: Do I
24 bear the expense?

1 THE COURT: No, I don't think you should
2 personally bear that expense.

3 MR. RESNICK: Or does Dinny bear the expense?

4 THE COURT: Does Dinny bear the expense? And
5 if so, does it come out of principal? Interest? She
6 can --

7 MR. ROBERTSON: Your Honor, I believe we
8 reached a stipulation. I said there was another issue we
9 reached a stipulation on.

10 THE COURT: Oh.

11 MR. ROBERTSON: This is it.

12 MR. RESNICK: We've agreed to take it out of
13 the survivor's trust --

14 THE COURT: Perfect.

15 MR. RESNICK: -- income.

16 MR. ROBERTSON: And allocate it to income.

17 THE COURT: Okay.

18 MR. ROBERTSON: I've consulted with
19 Mr. Gonda, and he's fine with it.

20 THE COURT: Okay. Well, let's convene after
21 the lunch hour then. I'm thinking that I will take
22 witness statements, not argue long arguments, Counsel,
23 just brief statements, ten pages-ish, somewhere in that
24 length.

1 When is your flight?

2 MR. RESNICK: Well, I was hoping for 3:20.

3 But let's see what happened yesterday: 6:40.

4 THE COURT: Well, if I take written
5 arguments, maybe you can get that 3:25.

6 When are you scheduled to go?

7 MR. FRASIER: 8:50. I'm good.

~~8 THE COURT: So I'm going to take a shorter~~
~~9 lunch than a longer lunch so that if we're able to~~
~~10 recess, we can do so in time for you to get to the~~
11 airport.

12 MR. RESNICK: Thank you. I appreciate it.

13 MR. ROBERTSON: Your Honor, for
14 clarification, I would anticipate the closing argument
15 ten-page document, appreciate putting a page limit on it.
16 I would anticipate no party is going to be submitting
17 additional documents with that. That is just argument.
18 Don't attach exhibits. Is that correct, Your Honor?

19 THE COURT: Well, the only evidence that can
20 be argued is that which is admitted, so references to the
21 admitted evidence are appropriate. New evidence after
22 trial is always inappropriate.

23 MR. ROBERTSON: And I just want to clarify
24 that, particularly because Dr. Frasier may not be

1 familiar with the process. So none of us will attach any
2 new evidence to our opposing statements, but we can
3 reference the evidence admitted in trial. Thank you.

4 THE COURT: And one more thing, probably to
5 carefully communicate, if at all, to your client.

6 One of the reasons why I've been concerned
7 about the depth of her second amendment is that I have
8 ~~seen a pattern of change a little tiny bit if she moved,~~
9 ~~she didn't like the home, she wanted to move again.~~
10 There's some questions about how she was going to
11 proceed. And that's part of the thing that I see with
12 elderly people sometimes, is evidence of unsettled
13 conduct.

14 MR. RESNICK: Your Honor, during my entire
15 representation, she wanted out of the San Juan house.

16 THE COURT: I believe that. I believe that.
17 Did she ever want to be in the San Juan house?

18 MR. RESNICK: She told me no, but I wasn't
19 present or representing her during that time.

20 THE COURT: And I probably asked an
21 inappropriate question because you're not a witness. If
22 we have a chance of getting people on flights, then we
23 need to meet at 1:15. So see you then.

24 MR. ROSENAUER: Your Honor, I just want to

1 make sure -- because of the -- and I understand the
2 qualification of my colleagues, that our bills, even
3 though they were not presented here in this hearing, that
4 they be considered to be evidence so that when we make
5 our closing argument -- because you said only the
6 evidence in the hearing. And I just want to make sure
7 that our bills, through our fee request, are part of the
8 record.

9 THE COURT: Without objection from counsel,
10 thank you for --

11 MR. ROSENAUER: I just want to make sure,
12 Your Honor.

13 THE COURT: So when we return, I'll hear from
14 Mr. Resnick about a telephone conference. If we have
15 time, I might give everyone a final chance, but you're
16 going to be writing to me, so I'm not inclined. But I am
17 going to fix terms on completing the settlement
18 agreement.

19 I heard, during a question, kind of a
20 deflection of who is going to be preparing the amendments
21 to the trust to reflect the settlement. And while I was
22 sitting on the bench, I signed seven orders directing
23 attorneys to do things, probate cases, and I said, "We'll
24 be done by this day. There will be a \$100 per-day fine

1 that accumulates. And when we hit \$3,000, I am going to
2 report you to the State Bar." Sometimes I have to do
3 that. And that's what I'm going to do in this case.

4 We are going to get a date certain, if I have
5 you fly here at your expense, to meet in court. We are
6 going to have no questions about who is doing what and
7 when it will be done so that I can relieve Premier and we
8 can go onto U.S. Bank. So that will be the topic of this
9 afternoon.

10 MR. ROBERTSON: And, Your Honor, one last
11 housekeeping matter. We excused Mr. Bergee. We were
12 going to have him testify that the statement of accounts
13 are accurate and they meet NRS 165.135. If there's no
14 contention that statements of account do not meet
15 165.135, then we don't need to call him.

16 THE COURT: That's kind of the theme of your
17 written objection.

18 MR. RESNICK: We don't feel they fulfill the
19 obligation of the Code.

20 THE COURT: So you will tender the written
21 objections to me, and I'll make the decision?

22 MR. RESNICK: Yes.

23 MR. ROBERTSON: So can we just get a proffer
24 and stipulation, Your Honor, that if Mr. Bergee were

1 called, that's what he would testify to, that these two
2 statements of account do meet the requirements of
3 165.135? Then I can avoid having to call him.

4 THE COURT: I don't know. Maybe we need to
5 call him.

6 MR. ROBERTSON: Okay.

7 THE COURT: Let me just think out loud for a
8 moment. I think it would be improper for you to make a
9 proffer of his testimony that everything is in order
10 without making him available for cross-examination.

11 MR. ROBERTSON: I'm certainly willing to
12 bring him. I just wanted to know before lunch, so I can
13 get ahold of him.

14 MR. RESNICK: Well, he's not a lawyer. Can
15 he make a determination as to whether it fulfills the
16 requirements of the Code? I'm not sure what I'm going to
17 ask him.

18 MR. ROBERTSON: His testimony would be that
19 he's prepared multiple trust accountings before. He's a
20 CPA licensed in the State of Nevada. He's familiar with
21 the requirements of 165.135 and that these accounts,
22 statement of accounts do comply with those requirements.

23 MR. RESNICK: As an accountant, I'll accept
24 that.

1 THE COURT: Okay. Do not call him then
2 subject to the arguments, of course, that you can make.
3 I'll make the decision of law. But you've proffered that
4 as an accountant, he would testify that, within his
5 opinion and experience, they fall within the legal
6 standard.

7 MR. ROBERTSON: Correct. And I understand
8 Mr. Resnick is saying they don't challenge that. And if
9 that's correct, then -- or they don't challenge that
10 Mr. Bergee would say that. In that case, we would not
11 call him.

12 MR. RESNICK: Correct.

13 THE COURT: See you in a little bit.

14 Yes, ma'am?

15 MS. AMY FRASIER: Regarding the San Juan
16 house, my mother picked it off of an iPad. She did want
17 that house, and she did pick it out herself. They're
18 just trying to say I had undue influence, and I didn't.

19 THE COURT: Thank you.

20 MS. AMY FRASIER: Thank you very much.

21 (Recess.)

22 THE COURT: Back on the record. Everyone is
23 present. And let me yield to counsel, as we begin the
24 afternoon session.

1 Is there anything I should know?

2 MR. RESNICK: I did speak with my client. It
3 was a lengthy conversation. We talked about many things.
4 And I'm very uncomfortable speaking on the record, and I
5 hope you would be willing to allow me to go to chambers.

6 THE COURT: I am going to do that. I
7 identified the challenge I'm feeling to be transparent to
8 all and facilitating the best outcome. And I hope that I
9 have earned the right to speak with you temporarily in
10 chambers. Let's go into chambers.

11 MR. RESNICK: I appreciate it.

12 (WHEREUPON, an off-the-record discussion ensued.)

13 THE COURT: I'm going to be off the bench for
14 a moment and speak on the record, but I want to again,
15 for just a minute, be as informal here as I was there.
16 And I'm going to generally summarize our conversation and
17 ask counsel to either confirm or clarify in some way.

18 First, we did not talk ever about any of the
19 issues in dispute that I'm going to have to decide
20 because of this two-day hearing.

21 We talked about the conversation that
22 Mr. Resnick and Mr. Millsap had with Ms. Frasier during
23 the lunch hour, some of which should remain confidential
24 and not be made part of a contested hearing transcript.

1 There was just a description of that conversation, which
2 Premier counsel listened to and did not participate in,
3 and I listened to. I might have asked a couple of
4 questions, and then we turned to: How can we bring this
5 to an end? What is next required?

6 And we spent time, as attorneys, trying to
7 figure out where the land mines were. I have no opinion
8 about what Ms. Frasier does if I'm confident that the
9 process is right so that Ms. Frasier's choices are her
10 own and memorialized in a way that will pre-empt future
11 litigation.

12 The problem that I have, that we all have,
13 all of us together in the room, including Ms. Frasier's
14 children, is that to complete the agreement that was
15 reached so long ago, Ms. Frasier has to sign a trust
16 amendment. And her ability to sign that trust amendment
17 is connected to her capacity.

18 And if I just asked Ms. Frasier's three
19 children: Will you agree that she has capacity to change
20 the trust to reflect the agreement that was reached? I
21 think all three will say "Yeah, let's just do it."

22 But then, as she makes that amendment, she
23 also has the right to create a third amendment to the
24 family trust. If you'll remember the evolution, it began

1 with an equal division of children, and then there was an
2 amendment in which Ms. Amy Frasier was preferred over
3 Norrie and Bradley, and then there was another amendment
4 in which all three children were removed and charities
5 were replaced.

6 So now we're contemplating yet another
7 amendment, which I won't disclose the contents. It's not
8 my prerogative, and it's not necessary, but that next
9 anticipated amendment will likely be different than the
10 first, second, and third. And so if I have all of you
11 say "Yes, my mother has capacity. Let's amend this trust
12 so we can get our properties," what you're essentially
13 doing is saying she also has capacity to change the final
14 disposition of the A Trust.

15 And so we talked about how we could
16 memorialize her ability to do it so that it's not
17 susceptible to attack in the future. And what we kind of
18 thought about was another contemporaneous assessment,
19 probably by Dr. Klein, that would be the answer: Yes,
20 she can amend her trust. No, she can't.

21 And then we would have the amendment process
22 itself where she reviewed the terms of the trust, where
23 she was able to discuss it and reflect upon it. We'd
24 probably have that memorialized in audio-visual or

1 something of that nature, which is what we often see.

2 And then I'd probably have Mr. Resnick tender
3 to the Court we have done a Fourth Amendment, and we want
4 you to issue, essentially, declaratory relief that there
5 is capacity, in which case all of the three children
6 would have a certain amount of time to either say "Yes,
7 we agree," or "No, it's time to lawyer up and fight what
8 just happened." And that's why we took so much time.

9 And there was a discussion about each of the
10 three children and some of their different life
11 circumstances, as acknowledged by Ms. Frasier today, in
12 conversation with her attorneys. And so that gave us a
13 little bit of conversation topic.

14 All right. Counsel, have I unintentionally
15 misstated anything or omitted anything?

16 MR. ROBERTSON: I think you stated that
17 perfectly, Your Honor.

18 MR. RESNICK: You have captured the essence.

19 THE COURT: Okay. I just don't want the two
20 of you to think that we're in there smoking cigars and
21 having laughter at your expense. We were not doing that.

22 MR. RESNICK: Your Honor, may I add one
23 thing?

24 THE COURT: Yes, sir.

1 MR. RESNICK: She was very happy on the call.

2 THE COURT: You did say that.

3 MR. FRASIER: That's nice.

4 THE COURT: You did say that. In fact, thank
5 you for mentioning that. I think that's really important
6 for the children to hear. There's been a renewal of
7 peace of some type, which is very, very good. Now I'll
8 become normal and take the bench.

9 Mr. Resnick, if I direct you to be responsive
10 for the amendment in which the settlement agreement can
11 be effectuated, how much time do you need, and when can I
12 expect it to be done?

13 MR. RESNICK: Subject to Dr. Klein's
14 calendar, November 15th.

15 THE COURT: I am authorizing you to
16 incentivize Dr. Klein's calendar, if necessary. We need
17 to get this done.

18 MR. RESNICK: That's an interesting word,
19 "incentivize" Dr. Klein.

20 THE COURT: Not incentivize for a decision,
21 but incentivize for availability.

22 MR. RESNICK: I'll do my best.

23 THE COURT: Yes. All right. So the middle
24 of November?

1 MR. RESNICK: Yes.

2 THE COURT: And do you anticipate that the
3 amendment will be completed contemporaneously with the
4 assessment so that the assessment can meet immediately
5 within 24 hours to the execution of the amendments?

6 MR. RESNICK: Correct.

7 THE COURT: If the amendment was done no
8 later than November 16th, Friday, we have the intervening
9 Thanksgiving holiday. So, realistically, you would be
10 able to -- Premier through you -- would be able to tender
11 and complete all remaining tasks by when? Two weeks?

12 MR. ROBERTSON: I believe Premier had
13 anticipated had would anticipate that the Court would
14 approve the amendment before the distribution of the
15 properties, only because if there's a challenge to the
16 amendment from anyone, we wouldn't want to distribute the
17 properties prematurely. But we'll do whatever the Court
18 wants.

19 THE COURT: Well, that makes sense, because I
20 talked about prescribing a period of time for a contest.

21 MR. ROBERTSON: Correct.

22 THE COURT: And to make a contest decision,
23 would the beneficiaries have to see the amendment?

24 MR. ROBERTSON: I believe that's correct,

1 Your Honor. I anticipate that the petition would be
2 filed with the amendment, proposed amendment, or I guess
3 it would be the amendment, and then the Court would give
4 the interested parties a certain period of time to
5 object.

6 THE COURT: Mr. Frasier, did you have
7 something you wanted to say?

8 MR. FRASIER: I do. Yes. It's my
9 understanding that in January 2017, Dinny agreed on
10 distributing the properties.

11 THE COURT: She did.

12 MR. FRASIER: And we have evidence that she
13 had testamentary ability at that time to make that
14 decision. Is that correct?

15 THE COURT: That is correct.

16 MR. FRASIER: So why is it then dependent on
17 ratifying this new amendment?

18 THE COURT: Because the agreement also calls
19 for her signature on an amendment. I don't think 19, 20
20 months ago, you contemplated that it would be this far
21 out.

22 But am I correct that the agreement requires
23 Ms. Frasier to sign it?

24 MR. ROBERTSON: Yes, Your Honor.

1 MR. RESNICK: Yes.

2 THE COURT: And this family has been
3 fractured in such a way that it is possible that there
4 will be additional disagreements. And so we're trying to
5 find a way to put an end to those disagreements. That's
6 why.

7 MR. FRASIER: You know, I totally understand
8 that. My question is: ~~We all agreed in the mediation~~
9 ~~settlement that Dinny would distribute the properties.~~

10 So why now is that decision based on us
11 ratifying this new amendment?

12 THE COURT: Because I don't want -- I can't
13 answer it. But do you wish to do so before I attempt to?
14 Let me try, because my understanding is that yes, that
15 was the agreement, but the agreement also includes her
16 signature. And we can't have her signature if she
17 doesn't have capacity.

18 If she lacked capacity today, that doesn't
19 mean the agreement goes away. It just means there has to
20 be someone appointed for her and given direct Court
21 authority to sign the documents on her behalf. That's
22 what would happen. So the agreement from January 2017 is
23 not at risk. What's at risk is the future litigation.

24 MR. FRASIER: I acknowledge that. But you

1 made it sound like going forward -- and I understand that
2 we need to make sure she is able to sign the papers to
3 transfer the properties at this point. But I don't know
4 why that act is related to the new amendment.

5 THE COURT: Because the new amendment may go
6 beyond just the agreement. But instead, it may create
7 different beneficial interests than what previously
8 exists under the current amendment.

9 MR. FRASIER: Okay. I just want the Court to
10 understand and realize that since we've renewed our
11 relationships and reconciled with our mother, there have
12 been moments of influence by certain parties that now
13 requires us to have a chaperon to visit our mother and
14 the expense of that.

15 And the current stipulation is: We can take
16 her out and influence her any way we want without a
17 chaperon, if it's not in the house, which I think is a
18 little bit troublesome to me.

19 But in view of whatever this secret amendment
20 is -- and again, we've been kept in the dark for almost
21 three years now regarding a lot of things. And this
22 continues. Whatever the secret agreement is, I'm man
23 enough to hear what my mother says.

24 THE COURT: Well, we don't even have an

1 agreement right now, Doctor.

2 MR. FRASIER: Whatever my mom says, she wants
3 to disinherit me or my children or whatever, I'm man
4 enough to hear that today. And whether or not there's
5 going to be future litigation --

6 THE COURT: It's a matter of giving a woman
7 time to reflect in person with her attorney --

8 MR. FRASIER: Okay.

9 THE COURT: -- to confirm a very brief
10 conversation that occurred during the lunch hour.

11 MR. FRASIER: Okay. And I would bet money
12 that she probably won't even remember that conversation.
13 But that's just my --

14 THE COURT: Thus, the capacity assessment at
15 the time with notice to the beneficiaries and a right to
16 contest.

17 If, for example, just hypothetically, if, for
18 example, all of the children remain excluded. Well,
19 then, you'd have every right to hire your own evaluator,
20 to petition the Court for access, to contravene her
21 capacity. I'm not foreclosing your right to do that.
22 But I have to start the process to bring this to an end.
23 And that is through an amendment.

24 MR. RESNICK: Your Honor, if I may add. I

1 will spend a lot of time with your mother. And I have a
2 lot of experience in dealing with these issues: 52
3 years. I will videotape. I will have a contemporaneous
4 assessment. It will not be a quick signing of a
5 document.

6 THE COURT: And then if you believe that she
7 is incapacitated, then you'll have your choice to move
8 forward and challenge that.

9 MR. FRASIER: And I've already stated in
10 front of this Court that I am in favor of her giving
11 money to charity.

12 THE COURT: And she's just revisiting all of
13 those decisions.

14 MR. FRASIER: Sure. Okay.

15 THE COURT: So what you suggest is that we
16 have Mr. Resnick file a petition asking the Court to
17 ratify the amendment, giving the beneficiaries a time
18 certain to either challenge it or acquiesce to its
19 efficacy.

20 MR. ROBERTSON: Yes, Your Honor. And to
21 answer your question directly, if Premier is still the
22 trustee at the point in time this occurs, I do believe
23 that we can meet the Court's requested two-week deadline
24 to accomplish the transfers.

1 THE COURT: The reason I'm asking is that
2 with holidays, I want everything to be done in this
3 calendar year, and I want Premier to be replaced and U.S.
4 Bank -- is this trust on a calendar year?

5 MR. ROBERTSON: It is. It is, Your Honor.

6 THE COURT: So on January 1st, we need a
7 successor trustee in place, which means that we have to
8 finish this in December.

9 MR. FRASIER: I would request that --
10 respectfully request that the settlement agreement from
11 2017 be honored and not contingent upon the beneficiaries
12 accepting the new amendments.

13 Does the new amendment affect the settlement
14 agreement?

15 THE COURT: So, Mr. Frasier, here is where I
16 am going to exercise my authority as judge. I understand
17 you disagree. I don't see it your way. And I am
18 attempting to do this the very best way I can, but --

19 MR. FRASIER: I understand.

20 THE COURT: -- I believe that this amendment,
21 called for by the agreement, should be supported by
22 capacity certainty. And I am going to insure that it is.
23 Whether you agree or see it that way or not, that's the
24 way it's going to happen.

1 MR. FRASIER: You were saying there's
2 something in the agreement? Let me look at my -- I
3 totally respect that, Judge Hardy. I'll leave it at
4 that.

5 THE COURT: Did I mishear something? Does
6 the agreement require an amendment?

7 MR. ROBERTSON: Yes, Your Honor.

8 ~~MR. RESNICK: Yes.~~

9 MR. ROBERTSON: Paragraph 8, I believe.

10 MR. FRASIER: What number is that, David?

11 MR. RESNICK: In order to execute an
12 amendment, the individual needs capacity.

13 THE COURT: Right. But does the agreement
14 itself call for an amendment?

15 MR. ROBERTSON: Paragraph eight.

16 "Dinny agrees to amend Trust A to equalize
17 distributions to each of her children based upon the
18 appraised values and handwritten and bequeath an
19 additional \$10,000 to Norrie and Amy, divided equally."

20 THE COURT: So, to be fair in the analysis,
21 as the Court, I have the right to enter an order
22 ratifying a change to the estate documents to reflect
23 what was done, just like I can get our clerk to enter a
24 clerk's deed to transfer real property.

1 But because this amendment could contemplate
2 actions, it might favor Mr. Bradley Frasier, if he's
3 arguing against what is unknown, I think to do it right
4 because I've heard the way he's described Amy. I've
5 heard the way Amy has described him. And it is so
6 appropriate to put a lockbox around this. So that's what
7 we're going to do.

8 MR. FRASIER: I respect that. It says,
9 "Dinny agrees to amend Trust A to equalize distributions
10 to each of her children, etcetera, etcetera." It doesn't
11 say amend the Trust A to do anything else. That's my --

12 THE COURT: So if you will have the amendment
13 completed by November 16th, I would also require you to
14 prepare, in advance of November 16th, whatever documents
15 are necessary to tender it to the Court for -- I'm using
16 the word declaratory relief.

17 Counsel, you know what that means. I don't
18 know what the probate term would be. Confirmation.
19 Ratification with a time certain.

20 How long is it appropriate for Ms. Amy and
21 Mr. Bradley -- and Norrie is not here, but that's okay.
22 I can make a decision on this in her absence -- for you
23 to review the amendment and determine -- and the written
24 capacity assessment and determine if you wish to make an

1 objection? How long is it appropriate?

2 MR. FRASIER: Two weeks, please.

3 THE COURT: Two weeks.

4 MS. AMY FRASIER: Two weeks.

5 THE COURT: So, given the holiday, I think
6 it's appropriate to go to December 10th. So if we have
7 everything filed no later than November 19th. And then
8 we have an objection period until December 10th. Then
9 Premier will complete the agreement in all ways by the
10 14th of December. So let's say that the 10th arrives and
11 there are no objections. Then by the 14th, the deal is
12 effectuated.

13 MR. ROBERTSON: We think that can be -- we
14 believe that can be done in four days, Your Honor. I
15 want to just emphasize that absent some unexpected
16 problem, we think four days is enough.

17 THE COURT: Right. But it's not done in four
18 days. You'll start working on it now, whatever is
19 required.

20 MR. ROBERTSON: Right.

21 THE COURT: Because if there's an objection,
22 I'm going to let you out without completion of the
23 agreement, and we're going to let U.S. Bank take over
24 anyway. So just concurrently work on whatever is

1 necessary.

2 MR. ROBERTSON: Thank you, Your Honor.

3 THE COURT: So that's the 14th. And then I
4 anticipate that there will be transition between Premier
5 and U.S. Bank such that on the 28th, Premier is
6 completely out and U.S. Bank is in.

7 Mr. Frasier, I want to acknowledge what you
8 said about the restrictions upon access. I hear that,
9 and I understand. And I'm not the right Court, and I'm
10 not the right judge to resolve that.

11 In the state of Nevada and probably
12 California, there are certain acts which are prohibited:
13 Isolation, exploitation, neglect, and abuse, both a
14 violation of our civil code and a violation of our
15 criminal code.

16 And in Nevada, statutorily, and a principal
17 -- excuse me -- an agent, under a power of attorney
18 document, is not immunized from liability for isolation,
19 exploitation, abuse, and neglect.

20 If there is an action of isolation,
21 exploitation, abuse, or neglect, it would be an act that
22 occurs in California and must be remedied in California.
23 But it is unwieldily for a Nevada judge to be involved
24 with that, and it's jurisdictionally problematic. So I

1 am not invalidating your concerns, just suggesting that
2 they would have to be aired elsewhere.

3 MR. FRASIER: Thank you, Your Honor. All the
4 more reason we should transfer this to California, with
5 all due respect.

6 THE COURT: Yeah. Thank you for that last
7 phrase. I intended to speak to the jurisdictional
8 request. A couple of things I'm going to speak to today,
9 and then a couple of things after written summations and
10 my decision.

11 Jurisdiction was placed in Nevada without
12 anticipation of this dispute, and really, without an
13 opportunity for the disputants to understand the timing
14 and need to challenge jurisdiction.

15 I have jurisdiction right now based upon the
16 Court's order assuming jurisdiction and the bases for
17 jurisdiction. But I agree that I am not the right court
18 to continue jurisdiction over the internal administration
19 of the trust. So it was my intention to grant a request
20 to relinquish jurisdiction, but only after this
21 litigation is complete.

22 I will not transfer an unsettled file to
23 another court to go all the way back to the beginning. I
24 would certainly not appreciate it if a judge from another

1 state did that to me.

2 But I fully understand and agree that future
3 disputes about this trust should probably be handled
4 where all of the witnesses are, so I intend to look at
5 that. What I don't know is what the trust says about
6 jurisdiction, situs. I just can't recall right now. But
7 if I can relinquish jurisdiction, it would be my
8 intention to do so.

9 MR. ROBERTSON: The trust is silent as to the
10 situs of or the domicile of the trust itself, I believe.
11 It does say that it's governed by the laws of the state
12 of California.

13 At the time that Ms. Frasier chose Premier
14 Trust, my understanding is that there was a discussion
15 with her about there are tax benefits of administering
16 the trust in Nevada, and that was part of the
17 decision-making process, but that's entirely up -- if
18 Dinny wants to have the trust administered in California,
19 we have no problem with that, Your Honor. U.S. Bank has
20 offices in both places. So does Premier. Don't they
21 have offices in California?

22 MS. SHRIVE: No.

23 MR. ROBERTSON: No.

24 THE COURT: Well, if I can, I will. I'd like

1 to send a clean file elsewhere. I also want to say -- I
2 guess I forgot to say that when we were outside of your
3 presence, we talked -- we tried to foresee the harm to
4 Mr. Bradley Frasier about a delay in the distribution of
5 his real property medical building. And in fact, it was
6 Mr. Robertson who kind of advocated for Mr. Frasier's
7 quick receipt of this property.

8 And I said "Well, now, wait a second. I
9 don't perceive any harm to Mr. Frasier. He has income.
10 He has expenses. He has ownership. The only harm comes
11 in the costs of this proceeding." But if we went out --
12 I don't know if I said a time. If we went out one to
13 three months, there's not an actual diminution in value
14 in any way to Mr. Frasier.

15 Is that consistent with what I said,
16 generally?

17 MR. RESNICK: Yes, Your Honor.

18 MR. ROBERTSON: Yes, Your Honor.

19 THE COURT: Okay.

20 MR. FRASIER: Your Honor, we've been wanting
21 to refinance the building, and so that's been an issue.

22 THE COURT: That makes sense.

23 MR. FRASIER: And I get e-mails all the time
24 to refinance it. And so if we could do that in

1 combination with Premier or whatever as joint tenants,
2 then I would like to do that. If not, then I can wait
3 the two months. It's just that the interest rates are
4 changing.

5 MR. ROBERTSON: Your Honor, to the extent
6 that Premier's assistance is required with respect to
7 refinance, Premier will do whatever it can, reasonably,
8 to cooperate.

9 THE COURT: Yeah, but I don't know what that
10 means. I've got a -- let me first acknowledge that that
11 is a fact that is legitimate and I hadn't thought about.

12 Let me also acknowledge that the cost of
13 money has increased significantly over the last two
14 years. Significantly. I don't know. The mortgage for
15 homes has increased from three and a half to where are we
16 now at? Five and a half or six. So it's significant.

17 There still must be an amendment, and it
18 still must be contemporaneous to capacity. And there
19 still must be an opportunity to contest.

20 Counsel, I want to visit with you again off
21 the record to make sure that we've explored every
22 possibility. If I could direct a conveyance as we await,
23 I need to make sure I can. And I don't know that we
24 explored it. We talked about the best way to do it, but

1 we didn't talk about alternatives of good. We talked
2 about best. We didn't talk about alternatives of good.
3 Let's think about it as you walk in.

4 All we're going to do is talk off the record
5 to see if there's some way because we also have these
6 other moving parts. There's other children and other
7 properties.

8 MR. FRASIER: Yes.

9 THE COURT: And let's just talk real quick
10 again.

11 MR. FRASIER: One quick statement. A
12 refinance would require Dinny to sign it, so that might
13 be a deal breaker.

14 (WHEREUPON, an off-the-record discussion ensued.)

15 THE COURT: That we go with that substituted
16 judgement. Would the power of attorney --

17 MR. ROSENAUER: Right, Your Honor.

18 THE COURT: -- be enough? You know how we do
19 most doc transfer agents at the department of motor
20 vehicles?

21 MR. ROSENAUER: Correct.

22 THE COURT: It's only as good as the document
23 they'll accept. Do you think a title company --

24 MR. ROSENAUER: We do it all the time, Your

1 Honor.

2 THE COURT: Counsel, let's just visit again.

3 (WHEREUPON, an off-the-record discussion ensued.)

4 THE COURT: We began at sidebar where I left
5 off on the record, which was: Have we explored every
6 possible option accepting the good instead of the best.

7 And then we talked a little bit -- well,

8 Mr. Millsap did some legal research on his phone. And
9 again, we're not joking at your expense, but we talked
10 about Johnny Carson and a couple of war stories, just in
11 general conversation that I would be proud for anybody to
12 hear, and then Mr. Millsap arrived at a statute, and we
13 talked about it.

14 We tried to project -- just with collective
15 wisdom -- what risks we're not seeing, what unintended
16 consequences we may be creating. I continue to believe
17 and will insist that there is an amendment to the trust
18 signed by Ms. Frasier, if she has capacity and signed by
19 a substituted decisionmaker if Ms. Frasier does not have
20 capacity.

21 That substitute decisionmaker may be
22 Ms. Mulrain, of the existing agency authority, and in a
23 worst-case scenario, it would be someone appointed by the
24 Court. The time that I prescribed is still required.

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1 The amendment will be prepared. There will be a
2 contemporaneous assessment, and there will be execution,
3 all no later than November 16th, with a petition asking
4 the Court to confirm no later than -- what did I say?

5 MR. RESNICK: Your Honor, I thought it was on
6 the 19th.

7 MR. ROBERTSON: 19th.

8 THE COURT: 19th. You are correct. The
9 19th. And that petition to confirm will be served on all
10 three beneficiaries, and it is at that time they will
11 read the content of the amendment. They will also read
12 the report prepared affirming capacity, and any
13 objections must be made no later than Friday, the 14th,
14 or forever barred.

15 THE CLERK: You said objections were due
16 December 10th.

17 THE COURT: Excuse me. You're right. By
18 December 10th. I did say that. The reason has changed a
19 little bit, and I'll get to that. And whether there are
20 objections or not, Premier will be prepared to transition
21 all responsibilities to U.S. Bank no later than the 28th.

22 Mr. Millsap has identified, and together we
23 have discussed NRS 164.015, which relates to Nevada
24 Revised Statute 153.031, which confirms this Court's

1 unilateral ability to enter trust modifications.

2 Would you go ahead and recite that law for
3 us, please?

4 MR. MILLSAP: Yes, Your Honor. Thank you.
5 NRS 153.031, Subsection 1, reads:

6 "A trustee or beneficiary may petition the
7 Court regarding any aspect of the affairs of the trust,
8 including Subsection 1N, indicates approving or directing
9 the modification or termination of the trust." That is
10 the end of the quote.

11 THE COURT: The problem is, that requires a
12 petition with notice, and we are affecting Norrie's
13 interest favorably. But am I at risk by taking action
14 without notice to her?

15 And, Mr. Robertson, at the right time, direct
16 him back into the conversation.

17 MR. ROBERTSON: I apologize, Your Honor.

18 THE COURT: You're okay. I actually want you
19 to take that time.

20 MR. ROBERTSON: I was conferring with my
21 client about transfer and what's involved in that and the
22 amount of time it would take.

23 THE COURT: So let me hear about that in just
24 a moment. So upon request by a trustee or beneficiary,

1 this Court may modify the terms of the trust. And I am
2 prepared to order the modification of the trust today,
3 which will allow the transfer of the property, all three
4 properties, next week, subject to the confirming
5 amendment, which will be filed no later than November
6 19th. But I do so without a formal written petition, and
7 I do so without notice to Norrie.

8 ~~Where is Norrie right now? She's overseas?~~

9 ~~MR. FRASIER: She's on a cruise boat. I~~
10 ~~mean, you could also say it was without notice to us~~
11 ~~because we don't know what the amendment is either. So~~
12 ~~it's fair. What she will see is what we will see.~~

13 THE COURT: Right. But I'm not modifying the
14 trust today, as it relates to the distribution of the A
15 Trust. I'm not doing that. But I am willing to modify a
16 sliver of the trust, such that the properties can be
17 distributed next week.

18 MR. FRASIER: Perfect.

19 THE COURT: So how can Ms. Norrie be
20 aggrieved? I can ask Ms. Amy and Mr. Brad to simply
21 consent to the absence of notice, essentially waive it.

22 Would Norrie in any way be aggrieved and
23 would the Supreme Court reverse me because I violated her
24 procedural rights? I suspect the answer is no, and

1 that's what Mr. Bradley is about to tell me, that she
2 won't mind. When does she return?

3 MR. FRASIER: I don't know, but she's all in
4 favor of getting her property. Believe me, Judge.

5 THE COURT: I know.

6 A VOICE: So her birthday is the 14th, so it
7 might be an early present.

8 MR. ROBERTSON: Your Honor, I can represent
9 in my conversations and e-mails with Norrie, she has
10 indicated that she very much looks forward to receiving a
11 home.

12 MR. RESNICK: As well as I. And I understand
13 she's gone for two weeks, but I'm comfortable being
14 involved in this, understanding she owns the property.

15 THE COURT: I can't contemplate any way in
16 which she would say "Judge, thank for giving the property
17 to me, but you failed to give me notice that you're going
18 to give the property to me, and I therefore complain that
19 you give the property to me." I can't imagine that will
20 happen.

21 MR. FRASIER: Right.

22 THE COURT: And it's a risk I'm willing to
23 take in the interest of justice, to continue to bring
24 this case to a close.

1 So, Mr. Millsap, a narrow order that doesn't
2 touch any of the other issues that are in dispute, that
3 does not touch any amendment to the distributive -- to
4 the remainder beneficiary or beneficiaries. I will
5 modify the trust to reflect the changes agreed to by the
6 parties, and I will direct Premier to sign whatever
7 conveyance deeds are necessary. And I will include
8 ~~ratification such that Premier is indemnified and held~~
9 ~~harmless from the consequences of the Court's decision.~~

10 And if you submit that order to me on Monday,
11 Mr. Millsap, I will sign it on Monday, and Premier will
12 undertake the conveyance of these properties on Tuesday.

13 Now, I don't know if you've engaged title
14 insurance, and it's not a matter of doing a quitclaim
15 deed and just causing it to be recorded. There is a
16 process to do it right. But you'll begin that process on
17 Tuesday. And I expect -- I don't know if they'll
18 actually put it in escrow to do a preliminary title
19 report. I don't know.

20 What's your experience?

21 MR. ROBERTSON: I was just conferring with
22 Mr. Gonda, and also Ms. Shrive, and they think to be
23 safe, it's probably about a three-week process because it
24 is more complicated than it might seem on the surface.

1 There has to be some transfers between the trusts
2 themselves, as contemplated by the agreement, and then
3 the distribution.

4 MS. SHRIVE: It was my understanding, per the
5 settlement agreement, that because the B Trust is
6 irrevocable and the A Trust is revocable, you would have
7 to sell the property, essentially, from the B Trust to
8 the A trust to make it fair and then distribute -- she
9 would gift them from the A Trust and then report on her
10 709. So it would potentially be a taxable event. That's
11 what John Gonzalez discussed with us at the mediation.

12 MR. ROBERTSON: Regardless, Your Honor, we
13 can try to accomplish this within three weeks; correct?
14 That would be our -- we will attempt to accomplish
15 everything that needs to be done within three weeks, Your
16 Honor.

17 MR. RESNICK: Based on the current exception
18 amount, it would not be a taxable event. A 709 would
19 have to be filed in April of next year, so it's really a
20 conveyancing issue.

21 THE COURT: And all of this was contemplated
22 at the time the agreement was reached?

23 MR. RESNICK: Yes.

24 MR. ROBERTSON: Yes, Your Honor. It

1 specifically says, in the settlement agreement, Paragraph
2 9: "The parties agree that as a result of the exchange,
3 there may be tax incurred by Trust B, which taxes, if
4 any, shall be paid out of principal of Trust B."

5 So we did anticipate this.

6 THE COURT: Right. But I agree it's likely
7 not taxable, but that will have to be determined. Can
8 you get something to me on Monday?

9 MR. MILLSAP: Yes, Your Honor.

10 THE COURT: I'll sign it on Monday. Start
11 working on it, and let's get these properties distributed
12 on Tuesday.

13 MR. ROBERTSON: Very good, Your Honor. Would
14 Premier have an opportunity to look at the proposed order
15 or just go straight to you?

16 THE COURT: No. I think you should. But
17 under Court rule, you're entitled to, I think, five days,
18 or is it ten? I don't want to give you five hours.

19 MR. ROBERTSON: I don't even think I need
20 that long. If Mr. Millsap can get it to me by noon on
21 Monday, then I can certainly turn it around and discuss
22 the issues with Mr. Millsap by 3:00 o'clock.

23 MR. MILLSAP: To Mr. Robertson's credit, I
24 think he's an incredibly diligent lawyer, so I give you

1 -- I should say I give my word to the Court I'll have it
2 done by tomorrow, sent to Mr. Robertson so he can review
3 the same on Sunday, submit it to the Court Monday
4 morning.

5 THE COURT: Take the weekend off. It's okay.
6 Take the weekend off. I want it by -- my staff leaves at
7 5:00, and the only way it will get to me is through my
8 staff. But I don't care if it comes in at 5:00. I will
9 sign it before the night is over, but it's not going to
10 be -- just communicate with my staff by 5:00 and get it
11 in on Monday. However you figure that out is fine.

12 MR. ROBERTSON: Thank you, Your Honor.

13 THE COURT: Quick turnaround time on this.

14 MR. ROBERTSON: Will do.

15 MR. MILLSAP: Yes, Your Honor.

16 THE COURT: Now, remember, that does not
17 change the structure of what I believe is appropriate,
18 which is a capacity assessment, an actual amendment,
19 either signed by Ms. Frasier or her fiduciary, and the
20 chance to contest, and then we close the trust
21 litigation.

22 So I talked about jurisdiction. My
23 relinquishment of jurisdiction is anticipated, but not
24 yet. I talked about completing the deal, and we have

1 issues of fees.

2 Does anybody wish to be heard on the fees?

3 That may be the one last issue before we adjourn. With
4 everything else, I'm ready to read what you write and
5 submit.

6 MR. ROBERTSON: Which fees are you referring
7 to, Your Honor?

8 ~~THE COURT: Well, Mr. Resnick told me that he~~
9 ~~has not been paid for a very long time. And I don't know~~
10 ~~if there's going to be a contest or a concern by Premier~~
11 ~~about paying the fees.~~

12 MR. ROBERTSON: No, Your Honor. If Dinny
13 requests the funds from the trust to pay Mr. Resnick, I
14 believe that Premier will distribute the funds to Dinny
15 to pay Mr. Resnick.

16 THE COURT: And, of course, your fees and
17 Premier's fees are in dispute, and they will be subject
18 to my written order, okay?

19 What else do I have?

20 MR. MILLSAP: Your Honor, I have one brief
21 housekeeping issue, and it's to insure the accuracy of
22 the record. This is going back to the dispute in regard
23 to making the real property productive.

24 There was testimony and discussion by

1 Mr. Simms, and the Court had specifically referenced this
2 issue -- that's why I'm raising it now -- about the
3 payment of real property taxes and insurance costs.
4 Originally, that was thought to have been accounted for
5 in Exhibit 3, which is a real property expenses breakdown
6 that was produced by Premier Trust and admitted into
7 evidence.

8 ~~Upon due diligence, Exhibit 3 does not~~
9 contain a representation of real property taxes and
10 insurance cost, but we have tracked that information
11 down.

12 So I wonder if, in fairness to Mr. Robertson
13 and to address the Court's concern, if there's a way that
14 we can illustrate the cost that the Court had referenced,
15 or if the Court believes that's unnecessary, and Exhibit
16 3 is sufficient. We're happy to proceed on that as well.
17 We simply wanted to bring it to the Court's attention to
18 insure complete accuracy of expenses.

19 MR. ROBERTSON: And may I respond, Your
20 Honor?

21 THE COURT: Yes.

22 MR. ROBERTSON: I went through the expenses
23 that were highlighted on Exhibit 3, if that's the
24 document you're talking about.

1 MR. MILLSAP: Yes, that is correct.

2 MR. ROBERTSON: And there are payments in
3 there to the county for property taxes. And if you'd
4 like, I can show them to you.

5 MR. MILLSAP: Perhaps we can resolve it among
6 counsel. It was our understanding that was not fully
7 accounted for. And there's also the issue of insurance,
8 which is what the Court had raised. So I just want to
9 make sure we have 100 percent accurate accounting.
10 That's all, Your Honor.

11 THE COURT: All right. Well, talk between
12 you and include whatever you believe is most relevant in
13 your closing arguments as you summarize the evidence.

14 MR. MILLSAP: Thank you, Your Honor.

15 THE COURT: Okay. I'm going to sweep the
16 room. You missed your flight.

17 MR. RESNICK: Maybe.

18 THE COURT: What time does the flight leave?

19 MR. RESNICK: 4:14.

20 THE COURT: Anything further?

21 MR. MILLSAP: No, Your Honor.

22 THE COURT: Anything from you?

23 MR. RESNICK: No.

24 THE COURT: Anything from you?

1 MR. ROBERTSON: The only other issue you
2 identified, Your Honor, that we haven't really talked
3 about any more is the investigator.

4 THE COURT: And I'm reserving that to
5 continue to percolate. It appears to me the investigator
6 will be unnecessary if I'm able to end the trust
7 litigation.

8 Anything from you, sir?

9 MR. FRASIER: I'll include in my closing
10 statement, but just quickly, about Mr. Robertson's
11 bending of the truth to the Court to justify the reason
12 for the delay and his defamation of me.

13 THE COURT: Okay.

14 MR. FRASIER: I can wait for a written
15 response to that.

16 THE COURT: Please do. Yeah. You're welcome
17 to include any of those thoughts and arguments, closing
18 arguments.

19 Anything further?

20 MR. ROSENAUER: Nothing from us, Your Honor.

21 THE COURT: Okay. And then the dates for
22 written arguments. Be good to yourselves, but push
23 yourselves beyond human capability. Give me a date.

24 MR. MILLSAP: Respectfully, Your Honor, I do

1 think it's very important to be in possession of the
2 transcript from these proceedings.

3 THE COURT: All right. Transcript at the
4 trust's expense. You can still work on it without the
5 transcript.

6 MR. MILLSAP: Agreed.

7 THE COURT: You can fine-tune it with the
8 transcript.

9 MR. MILLSAP: Agreed.

10 THE COURT: But the transcript will be made
11 part of the Court's file.

12 Do you have access to the Court's file
13 electronically?

14 MR. FRASIER: Yes.

15 THE COURT: Seven calendar days from the day
16 the transcript is filed.

17 MR. MILLSAP: Perfect, Your Honor.

18 THE COURT: And if the calendar day falls on
19 Saturday, it's due Friday. And if it falls on Sunday,
20 it's due Monday.

21 MR. MILLSAP: Understood, Your Honor.

22 THE COURT: Thank you.

23 MR. ROBERTSON: Your Honor, Exhibits 12
24 through 14. That was one last housekeeping matter, is

1 move to admit Exhibits 12 through 14. Twelve was the
2 Coopersmith memo. Thirteen is the accounting for the
3 tax-exempt trust, and 14 is the accounting for the
4 survivor's trust.

5 THE COURT: Those are admitted.

6 MR. FRASIER: Coppersmith memo was already
7 submitted in the documents in his statements.

8 THE COURT: Okay. You guys go.
9 That regularly happens, that documents
10 attached as exhibits are formally admitted. It's a way
11 of providing emphasis, and they're located in a more
12 accessible way for the Court than just the mound of
13 moving papers. So they're admitted.

14 (Exhibit Nos. 12-14 were admitted into evidence.)

15 THE COURT: Anything else?

16 MR. ROBERTSON: No, thank you.

17 (The proceedings concluded at 2:57 p.m.)

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1 STATE OF NEVADA)
2 COUNTY OF WASHOE) ss.

3
4 I, NICOLE J. HANSEN, Certified Court
5 Reporter in and for the State of Nevada, do hereby
6 certify:

7 That the foregoing proceedings were taken by
8 me at the time and place therein set forth; that the
9 proceedings were recorded stenographically by me and
10 thereafter transcribed via computer under my supervision;
11 that the foregoing is a full, true and correct
12 transcription of the proceedings to the best of my
13 knowledge, skill and ability.

14 I further certify that I am not a relative
15 nor an employee of any attorney or any of the parties,
16 nor am I financially or otherwise interested in this
17 action.

18 I declare under penalty of perjury under the
19 laws of the State of Nevada that the foregoing statements
20 are true and correct.

21 Dated this October 16, 2018.

22 Nicole J. Hansen
23 -----
24 Nicole J. Hansen, CCR #446, RPR

-----SUNSHINE LITIGATION SERVICES (775) 323-3411-----

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]

ORDER MODIFYING THE TRUST TO EFFECTUATE TERMS OF THE
SETTLEMENT AGREEMENT

This case began when Mrs. Dinny 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. The Petition requested this Court assume jurisdiction of the Trust¹ pursuant to NRS 164.010, confirm Mrs. Frasier is a co-trustee of the Trust, confirm PT as 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 respect to a medical office building in which the Trust allegedly had partial ownership. After a lawfully noticed hearing on the Petition before the Honorable Probate Commissioner Robin Wright on April 13, 2016, Commissioner Wright issued a Recommendation for Order on April 21, 2016. The Recommendation stated this Court assumed ongoing jurisdiction over the Trust pursuant to NRS 164.010 until otherwise ordered by the Court. The Recommendation also confirmed PT was the primary Co-Trustee of the Trust. The

¹ The Jordan Dana Frasier Family Trust and the Trusts created thereunder shall hereinafter be known as the "Trust."

1 District Court then adopted and confirmed the Recommendation for Order in a
2 Minute Order dated August 18, 2016 with the exception of Paragraph 13 of the
3 Recommendation. The Court subsequently issued a written Order on August 29,
4 2016 adopting Commissioner Wright's Recommendation for Order, except for
5 Paragraph 13 of the Recommendation. Therefore, this Court has had ongoing
6 jurisdiction over the Trust pursuant to NRS 164.010 since August of 2016.

7 Following the Court's assumption of jurisdiction over the Trust, a primary
8 dispute in this matter involved a medical office building jointly held by Dr. Bradley
9 Frasier's Trust and the Trust as set forth on the applicable Deed. The Court set a
10 bench trial on May 8, 2017, to determine the Trust's and Dr. Frasier's legal rights
11 and responsibilities with respect to the medical building. The Court required the
12 Parties to attend mediation prior to the bench trial. On February 24, 2017, PT filed
13 a "Status Report" indicating the Parties mediated their issues with the medical
14 building on January 27, 2017 and resolved the medical building litigation.

15 Thereafter, the Parties disputed the terms of settlement, and in certain
16 respects, contested whether there was an enforceable settlement agreement reached
17 during mediation. In response, this Court conducted an evidentiary hearing on May
18 9, 2017 regarding the enforceability of the Settlement Agreement submitted to the
19 Court for consideration. After the hearing, the Court ordered the Settlement
20 Agreement reached during the January 27, 2017 mediation was valid and
21 enforceable. The Court further clarified the Agreement should be enforced as written
22 subject only to the requirement that equalization payments should be made upon
23 Mrs. Frasier's passing and that Amy Frasier Wilson will receive the Mission Viejo
24 property and her equalizing payments, if any, outright and free of the Trust.
25 Therefore, the disputes arising out of the Trust's and Dr. Frasier's joint ownership of
26 the medical building were resolved by the Parties during mediation, and the terms of
27 their Settlement Agreement were validated and confirmed by this Court in a July 6,
28 2017 Order.

1 The Settlement Agreement confirmed by the Court requires disposition of
2 certain real property from the Trust to Mrs. Dinny Frasier's Children – Bradley
3 Frasier, Nori Frasier, and Amy Frasier Wilson. Specifically, the Settlement
4 Agreement requires the Trust to transfer the following Real Properties to the
5 Children:

- 6 • "4372 Pacific Way Unit 3, Oceanside, CA" to Nori Frasier;
- 7 • "10 Via Sonrisa, Mission Viejo, CA" to Amy Frasier Wilson; and
- 8 • "3609 Vista Way, Oceanside, CA (the 'Medical Building')" to Bradley Frasier.

9 (hereinafter collectively known as the "Properties")

10 In effect, the Settlement Agreement requires Mrs. Frasier to execute a trust
11 instrument to distribute the Properties to her Children in accordance with the
12 Settlement Agreement. However, a question has now arisen regarding whether Mrs.
13 Frasier is competent to modify the terms of the Trust to effectuate disposition of the
14 Properties consistent with the Settlement Agreement. In such instances, the Court
15 has statutory authority to provide the relief codified in NRS 153.031.

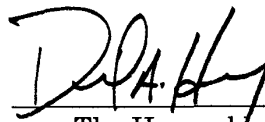
16 Specifically, both Mrs. Frasier and PT have petitioned this Court regarding the
17 internal affairs of the Trust, including the Trust's administration of the Medical
18 Building as stated above. When issuing orders regarding the internal affairs of the
19 Trust pursuant to NRS 164.015, the Court may afford the relief set forth in NRS
20 153.031. NRS 164.015(1). NRS 153.031(1)(n) empowers the Court to direct
21 modification of a trust. Pursuant to the Court's statutory authority to modify a trust
22 instrument under NRS 153.031(1)(n), the Court finds good cause to modify the Trust
23 as follows:

- 24 1. The Trust is hereby modified and amended to permit PT to distribute the
25 following Properties to the following Beneficiaries:
 - 26 a. 4372 Pacific Way Unit 3, Oceanside, CA to Nori Frasier;
 - 27 b. 10 Via Sonrisa, Mission Viejo, CA to Amy Frasier Wilson; and
 - 28 c. 3609 Vista Way, Oceanside, CA to Bradley Frasier.

- 1 2. PT is hereby authorized pursuant to this Court Order to execute any necessary
2 deeds, recorded documents, conveyance documents, Trust documents and/or
3 any other documents necessary to effectuate the property transfers from the
4 Trust to the Beneficiaries identified in Paragraph 1.
- 5 3. PT's conduct in executing this Order is hereby ratified and indemnified by the
6 Trust from and against any and all liability arising out of its performance of
7 the requirements of this Court Order, including but not limited to the real
8 property conveyances identified in Paragraph 1.
- 9 4. PT shall make the real property transfers identified in Paragraph 1 as soon as
10 is practicable.
- 11 5. The Trust is only modified to the extent necessary to effectuate the real
12 property transfers identified in Paragraph 1. This Court Order is not intended
13 to permit, deny, or rule upon the validity of any other Trust Amendments.
14 Instead, this Court Order is issued solely to effectuate the real property
15 transfers identified in Paragraph 1 in order to aid the Parties in completing
16 the terms of the Settlement Agreement previously approved by the Court.

17 **IT IS SO ORDERED**

18
19 DATED this 15 day of October, 2018.

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23 The Honorable David A. Hardy
24 District Court Judge
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