

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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Elizabeth A. Brown  
Clerk of Supreme Court

**IN THE MATTER OF THE  
JORDAN DANA FRASIER  
FAMILY TRUST**

**No. 77981**

**AMY FRASIER WILSON,**

**Appellant,**

**vs.**

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

**Respondents.**

**RESPONDENT'S APPENDIX**

**VOL. 1**

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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. PR  
Hearing date: April 13, 2016

**RECOMMENDATION FOR ORDER**  
**GRANTING PETITION FOR CONFIRMATION OF TRUSTEES,**  
**FOR CONSTRUCTION OF THE TRUST INSTRUMENTS,**  
**AND FOR INSTRUCTIONS**

Petitioners Dinny G. Frasier and Premier Trust, Inc., Co-Trustees of the Jordan Dana Frasier Family Trust, having filed a *Petition for Confirmation of Trustees, for Construction of the Trust Instruments, and for Instructions*, the matter regularly having come on for hearing, and no objection being filed thereto;

And the undersigned Commissioner, deeming the matter significant enough to warrant additional notice to the beneficiaries, now FINDS and RECOMMENDS, prior to entry of final Order, as follows:

1. All notices of the hearing have been duly given as required by law;
2. The Court has jurisdiction of this matter;
3. Pursuant to NRS 164.010, the Court does hereby assume jurisdiction of the Jordan Dana Frasier Family Trust and all other trusts created thereunder;
4. The Jordan Dana Frasier Family Trust was amended and restated in its entirety on September 21, 1999, and was subsequently amended on March 15, 2000, and June 7, 2000;

1           5.       Petitioners Dinny G. Frasier and Premier Trust, Inc. are duly qualified  
2 to act as trustees of the Jordan Dana Frasier Family Trust and all other trusts  
3 created thereunder;

4           6.       Petitioner Dinny G. Frasier is a settlor of the Jordan Dana Frasier  
5 Family Trust and has always been a Co-Trustee of that Trust;

6           7.       Dinny G. Frasier should be confirmed as the Co-Trustee of the  
7 following Trusts:

8               a.       The ADMINISTRATION TRUST, created under the JORDAN DANA  
9 FRASIER FAMILY TRUST dated December 29, 1980, as amended and  
10 restated;

11              b.       The SURVIVOR'S TRUST, created under the JORDAN DANA  
12 FRASIER FAMILY TRUST dated December 29, 1980, as amended and  
13 restated; and

14              c.       The TAX EXEMPT TRUST, created under the JORDAN DANA  
15 FRASIER FAMILY TRUST dated December 29, 1980, as amended and  
16 restated;

17           8.       The trust instruments give Dinny G. Frasier the right to appoint a  
18 corporate trustee to serve as the primary Co-Trustee;

19           9.       Premier Trust, Inc. is a professional corporate trustee, duly licensed to  
20 conduct trust business in the State of Nevada;

21           10.      Based on the record before the Court, it appears that Petitioners have  
22 administered the trust assets pursuant to the terms of the Jordan Dana Frasier  
23 Family Trust, as amended, and that Premier Trust, Inc. has been the primary  
24 administrator of the Trusts through its office located in Reno, Nevada;

25           11.      Premier Trust, Inc. is hereby confirmed as the primary Co-Trustee of  
26 the following Trusts:

1           a.     The ADMINISTRATION TRUST, created under the JORDAN DANA  
2 FRASIER FAMILY TRUST dated December 29, 1980, as amended and  
3 restated;

4           b.     The SURVIVOR'S TRUST, created under the JORDAN DANA  
5 FRASIER FAMILY TRUST dated December 29, 1980, as amended and  
6 restated; and

7           c.     The TAX EXEMPT TRUST, created under the JORDAN DANA  
8 FRASIER FAMILY TRUST dated December 29, 1980, as amended and  
9 restated;

10       12.     Consistent with the Trust documents, Premier Trust, Inc. should be  
11 ordered to provide an annual accounting of the Trust assets to the income  
12 beneficiary, Dinny G. Frasier;

13       13.     Consistent with the terms of the Trust and with applicable Nevada law,  
14 the Court should find that Petitioners are under no obligation to provide an  
15 accounting to any contingent beneficiary, but may provide such information if they  
16 so choose in their sole discretion;

17       14.     Petitioners are authorized to administer the Trusts in their reasonable  
18 discretion, and no third party may interfere with the assets or administration of the  
19 Trusts;

20       15.     Based on the record before the Court, the Petitioners' actions and non-  
21 actions have been consistent with their duties as fiduciaries under the Trusts;

22       16.     Petitioners are entitled to demand and inspect reasonable  
23 management and financial records concerning all Trust assets (including, without  
24 limitation, information detailing the management, profitability, maintenance and  
25 operation of such assets); and

26       17.     The Court will retain continuing jurisdiction over the Jordan Dana  
27 Frasier Family Trust and all other Trusts created thereunder until such time as the  
28

1 Co-Trustees file a petition with the Court to remove such Trusts from this Court's  
2 jurisdiction.

3 Because this Petition seeks to affect the rights of the contingent  
4 beneficiaries, the Commissioner RECOMMENDS:

5 That this Recommendation will not become a final Order until thirty (30) days  
6 after service of this Recommendation upon the parties. The Petitioners herein shall  
7 cause this Recommendation to be served upon all parties interested in the Trust.  
8 Any interested party who wishes to seek judicial review of this Recommendation  
9 shall file a proper Petition for Judicial Review pursuant to WDCR 57.3(7-8) with this  
10 Court prior to that time.

11 DATED this 21<sup>st</sup> day of April, 2016.

12 IT IS SO RECOMMENDED:

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16 PROBATE COMMISSIONER  
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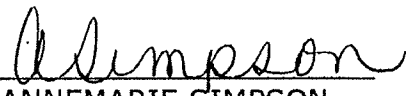
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this 21st day of April, 2016, I electronically filed the foregoing with the Clerk of the Court System which will send a notice of electronic filing to the following:

RICHARD WILLIAMSON, ESQ. for PREMIER TRUST, INC., DINNY FRASIER  
MARILEE BRETERNITZ, ESQ. for PREMIER TRUST, INC., DINNY FRASIER

Further, I certify that I deposited in the Washoe County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached document addressed to: [NONE]

  
ANNEMARIE SIMPSON  
Administrative Secretary



CASE NO. PR16-00128

TRUST: JORDAN DANA FRASIER FAMILY TRUST

DATE, JUDGE  
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

08/11/2016

IN CHAMBERS CONFERENCE

HONORABLE  
LIDIA

Richard Williamson, Esq. was present on behalf of the Petitioners,  
who were not present.

10/05/2016

STIGLICH

Scott Hernandez, Esq. was present on behalf of the Beneficiary,  
Bradley Frasier, who was not present.

2:00 p.m.

DEPT. NO. 08

A. DeGayner  
(Clerk)

Court convened in chambers with Court and Counsel present.  
Counsel Williamson advised the Court that counsel is working hard to  
negotiate the case; some preliminary elements are standard and  
non-objectionable; Counsel has tried to informally mediate the case  
and have discussed a settlement conference or mediation. Counsel  
wants to keep working towards settlement but there is a dispute as to  
what documents Mr. Frasier is entitled to.  
Counsel Hernandez advised the Court that Commissioner Wright left  
it to the discretion of the Trust whether documents will be produced  
but she did give flexibility to keep the issue open to allow Counsel to  
work on it. Counsel Hernandez further advised that there has been  
discussion amongst the parties, the CPA's are talking and they hope  
to hammer out the deal. Counsel Hernandez moved to table the  
document issue for 60 days to see if Counsel can make it work and if  
not then they can work it out at that time.

Status Hearing

Counsel Williamson advised that paragraph 13 is the issue and  
agreed to table it for 60 days.

**COURT ORDERED:** Matter CONTINUED for Status Conference in  
60 days. Court leaves open the ability to object to or further  
discussion the document issues. Court CONFIRMS the Master's  
Recommendation for Order in all respects except as to item #13.  
Court stood in Recess.

1 **CODE: 3370**

2 G. DAVID ROBERTSON, ESQ. (NV Bar 1001)  
3 RICHARD D. WILLIAMSON, ESQ. (NV Bar 9932)  
4 JONATHAN J. TEW, ESQ. (NV Bar 11874)  
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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

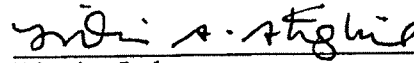
Dept. No. PR

**CONFIRMING ORDER**

On April 21, 2016, the Probate Commissioner served the *Recommendation for Order Granting Petition for Confirmation of Trustees, for Construction of the Trust Instruments, and for Instructions*. On May 19, 2016, Dr. Bradley Fraser, a beneficiary of the trust, filed his *Response to Recommendation for Order Granting Petition for Confirmation of Trustees, for Construction of the Trust Instruments, and for Instructions*, and on May 26, 2016, Petitioners filed their *Reply to Dr. Frasier's Response to the April 21, 2016 Recommendation for Order*. Thereafter, the Court conducted an in-chambers conference on August 11, 2016 with counsel for the parties wherein the parties stipulated to stay any dispute over disclosure of documents but otherwise accept the Recommendation for Order.

ACCORDINGLY, the Court hereby CONFIRMS, APPROVES, and ADOPTS the *Recommendation for Order Granting Petition for Confirmation of Trustees, for Construction of the Trust Instruments, and for Instructions* in all respects, except as to item number 13 therein.

Dated this 29<sup>th</sup> day of August, 2016.

  
District Judge

1 **CODE: 3540**  
G. DAVID ROBERTSON, ESQ. (NV Bar 1001)  
2 RICHARD D. WILLIAMSON, ESQ. (NV Bar 9932)  
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6 *Co-Trustee Premier Trust, Inc.*

7 **IN THE SECOND JUDICIAL DISTRICT COURT**  
8 **IN AND FOR THE COUNTY OF WASHOE, STATE OF NEVADA**  
9

10 In the Matter of the Case No. PR16-00128  
11 JORDAN DANA FRASIER FAMILY TRUST Dept. No. PR  
12

13  
14 **SUPPLEMENTAL PETITION FOR INSTRUCTIONS**

15 Pursuant to the provisions of NRS chapter 164, Petitioner Premier Trust, Inc.  
16 ("Premier"), co-trustee of the Jordan Dana Frasier Family Trust, by and through its attorneys of  
17 record, the law firm of Robertson, Johnson, Miller & Williamson, hereby petitions this Court for  
18 (i) an order regarding the proper disposition of trust assets, (ii) instructions on how to proceed,  
19 and (iii) such other direction and relief as the Court may deem appropriate.

20 **I. Procedural Background**

21 1. Premier and its co-trustee, Dinny G. Frasier ("Dinny"), commenced this action on  
22 March 2, 2016, by filing a *Petition for Confirmation of Trustees, for Construction of the Trust*  
23 *Instruments, and for Instructions.*

24 2. On April 21, 2016, the Probate Commissioner made several findings and  
25 recommendations.

26 3. The Court ultimately confirmed, approved, and adopted the Probate  
27 Commissioner's recommendation in most respects, including the following points:

- 1 a. This Court has jurisdiction of the Jordan Dana Frasier Family Trust, as amended,  
2 and all other trusts created thereunder (collectively, the "Frasier Trusts" or,  
3 alternatively, simply "Trusts");  
4 b. Premier and Dinny were confirmed as co-trustees of the Frasier Trusts;  
5 c. Premier should provide an annual accounting of the Trusts' assets to Dinny;  
6 d. The co-trustees are authorized to administer the Frasier Trusts in their reasonable  
7 discretion, and that no third party may interfere with the Frasier Trusts' assets or  
8 administration;  
9 e. The co-trustees are entitled to demand and inspect reasonable management and  
10 financial records concerning all of the Frasier Trusts' assets; and  
11 f. The Court will retain continuing jurisdiction over the Frasier Trusts.

12 4. The Court held a Status Conference on October 5, 2016, in which counsel for the  
13 co-trustees and counsel for Bradley L. Frasier ("Brad") advised the Court that they were  
14 embroiled in a dispute over ownership of a medical building in Oceanside, California.

15 5. The Court scheduled a bench trial to resolve that dispute and also ordered the  
16 parties to participate in a mediation within 120 days.

17 6. Pursuant to the Court's *Order After Hearing*, the deadline to complete such a  
18 mediation expires on or about February 2, 2016.

19 **II. Trust Summary**

20 7. Dinny and her husband, Jordan Frasier ("Joe") established the Frasier Trusts.

21 8. Joe died on October 22, 2014.

22 9. In or around May, 2015, Dinny appointed Premier to serve as the corporate co-  
23 trustee for the Frasier Trusts.

24 10. Joe and Dinny had three children, all of whom are still living: Brad, Nori Beth  
25 Frasier Cady ("Nori"), and Amy Michelle Frasier Wilson ("Amy").

26 11. Until her death, Dinny is the sole income beneficiary of all of the Trusts.

27 **III. Jurisdictional Facts**

28 12. This Court has assumed jurisdiction over the Frasier Trusts.

1           13. Pursuant to NRS 164.030(1), any trustee whose appointment has been confirmed,  
2 “may petition the court for instructions in the administration of the trust or for a construction of  
3 the trust instrument . . . .”

4           14. Moreover, pursuant to NRS 164.033(1)(a), a trustee may petition the Court to  
5 enter an order “[i]f the trustee is in possession of, or holds title to, property and the property or  
6 an interest in it is claimed by another.”

7           15. Accordingly, for all of the foregoing reasons, this Court has jurisdiction of the  
8 Frasier Trusts, the matters brought forth in this Supplemental Petition, and other matters which  
9 the Court may need to determine in the future in relation to the Frasier Trusts.

#### 10                                   **IV. General Basis for Supplemental Petition**

11           16. Since assuming its role as corporate co-trustee, Premier has been the primary  
12 administrator of the Frasier Trusts through its office located in Reno, Nevada.

13           17. The Third Amendment of the Jordan Dana Frasier Family Trust provides that:  
14 “the corporate trustee shall have custody of all personal property of the trust estate and shall  
15 maintain all records and accounts of the trust estate.”

16           18. Premier has also provided periodic accountings to Dinny, and has worked with  
17 Dinny on the evaluation, maintenance and disposition of the Trusts’ assets.

18           19. Despite Premier conscientiously fulfilling its duties as authorized by the Trusts  
19 and this Court, Dinny’s children are interfering with Premier’s efforts by regularly criticizing  
20 Premier’s decisions and providing conflicting opinions as to how the Trusts’ should be  
21 administered. Perhaps most problematic, however, is that the children do not agree among  
22 themselves as to the methods of administration – each preferring the Trusts be administered in a  
23 different manner – thus making Premier’s job even harder.

24           20. Premier is a professional trust company, and takes its duties very seriously.

25           21. Premier wants to reasonably cooperate with all members of the Frasier family, but  
26 is also mindful of its duties to properly account for the Trusts’ assets, and to both administer and  
27 dispose of such assets only as appropriate.

1           22.     Although Premier has diligently tried to pursue a resolution of the various  
2 pending disputes, it has thus far been unable to achieve a mutually-satisfactory resolution.

3           23.     Despite Premier's requests, the parties have not even scheduled a mediation.

4           24.     Instead, the disputes regarding the Frasier Trusts and their administration have  
5 only escalated. Indeed, upon information and belief, two of the children have encouraged Dinny  
6 to refuse to cooperate in a mediation.

7           25.     In addition, each of the children has, at one time or another, questioned Dinny's  
8 competency. This is particularly problematic as the children appear to be encouraging Dinny to  
9 make changes to the Trusts or her estate plan designed to benefit themselves.. Thus, whether  
10 Dinny makes a change or not, and, if so, how that change may or may not impact the other  
11 children, appears to affect each child's opinion regarding whether Dinny is competent at any  
12 given moment in time.

13           26.     Finally, although the trial in this matter was originally set to resolve only the  
14 medical building dispute, in an abundance of caution, Premier hereby files a formal petition that  
15 expressly references NRS 164.033 and all other matters set forth in this Supplemental Petition.

16                                   **V. Frasier Family Disputes**

17           27.     As of this Supplemental Petition, Dinny is 87 years old.

18           28.     Brad, Nori and Amy do not always get along with Dinny or each other.

19           29.     Unfortunately, Premier is often asked to get involved in intra-family disputes.

20           30.     Premier's primary focus has been to administer the Frasier Trusts and their assets.

21           31.     Although these disputes are outside of Premier's normal duties, Premier also feels  
22 that it cannot ignore these disputes, particularly given the allegations involved.

23           32.     On March 16, 2016, two weeks after the original Petition in this matter, Brad sent  
24 an email to Premier and the undersigned, which accused Amy's husband of exerting undue  
25 influence on Dinny and further asserted that Dinny was taking medication for dementia and that  
26 she had cognitive impairment.

27           33.     During this time, however, Premier held regular telephone conferences with  
28 Dinny and repeatedly confirmed Dinny's thoughts, wishes, recollections, and financial decisions.

1           34. Nicole Shrive, Premier's trust officer, also personally met with Dinny in May  
2 2016 to provide Dinny with a full accounting of the Frasier Trusts' finances.

3           35. In her calls and meetings with Dinny, Ms. Shrive did not witness any signs of  
4 incapacity or undue influence.

5           36. Moreover, following the meeting in May, Brad's allegations regarding capacity  
6 and undue influence seemed to subside.

7           37. The trust administration proceeded through the late spring and early summer,  
8 during which time the parties focused on resolving the medical building dispute.

9           38. Unfortunately, Premier is informed and believes that in late July, Dinny fell in her  
10 home, fractured her left leg/hip, hit her head in the fall and lost consciousness.

11           39. While Dinny was trying to heal from these injuries, discussions over the medical  
12 building reached an impasse.

13           40. Brad also renewed his allegations of undue influence and mental incapacity.

14           41. On August 29, 2016, Brad stated that "Dinny is not the mother that she used to be  
15 before Alzheimer's dementia ravaged her brain and changed her personality."

16           42. On October 2, 2016, Brad re-sent the text of his email from March 16, 2016.

17           43. That same day, Nori wrote to state that she agreed with it.

18           44. Later that day, Nori sent other emails that stated Dinny's memory was failing, that  
19 she was subject to undue influence, and that she suffered from Alzheimer's.

20           45. On October 6, 2016, Brad again wrote to accuse Amy and her husband of  
21 isolating Dinny and hastening her cognitive impairment.

22           46. On October 13, 2016, Nori wrote to state, among other things: "There seems to be  
23 something illegal going on" and that Amy's husband had supposedly moved into Dinny's garage.

24           47. In that same email, Nori made other allegations of isolation, undue influence,  
25 financial exploitation, and other misconduct.

26           48. Premier takes all such allegations very seriously.

27           49. Accordingly, on October 25, 2016, Nicole Shrive and one of the trustees'  
28 attorneys personally visited Dinny for several hours.

1           50. During that meeting, Ms. Shrive inspected Dinny's new home. Ms. Shrive  
2 confirmed that no one had moved into either of Dinny's garages and that both were almost  
3 entirely empty. There were no signs that anyone was living in the home, other than Dinny.

4           51. Premier is informed and believes that in October 2016, Nori began spending more  
5 time with Dinny and that Dinny spent less time with Amy and her husband.

6           52. Amy and her husband then questioned whether Brad and Nori were unduly  
7 influencing Dinny and convincing her to act in a manner that was contrary to her previously-  
8 expressed wishes.

9           53. In late October 2016, Nori began telling Premier to provide Nori with  
10 accountings, to refrain from discussing finances with Amy and her husband, and to accept Brad's  
11 buyout of the medical building.

12           54. Nori's directions were contrary to Dinny's previous instructions, the terms of the  
13 Frasier Trusts, and the procedural posture of this case.

14           55. Moreover, it seemed to Premier that it was being pulled into many personal  
15 family disputes that did not affect the Frasier Trusts' assets, but that those personal disputes were  
16 hindering a proper resolution of the trust-related disputes.

17           56. On October 27, 2016, the trustees' attorneys sent a letter to all of the Frasier  
18 children attempting to confirm the scope of Premier's duties and explain that Premier cannot act  
19 as a referee for the family's internal fights.

20           57. Unfortunately, the family disputes continued, and even seemed to escalate.

21           58. Premier is informed and believes that on or about November 1, 2016, the  
22 caregivers found a letter in their logbook, which was prepared for Dinny's signature, addressed  
23 to her estate planning attorney, and appeared to have been typewritten on a computer.

24           59. Premier is informed and believes that Dinny did not type this letter, and that it  
25 appears one of her children prepared it for her signature.

26           60. Premier is informed and believes that the caregivers have periodically discovered  
27 that pages of notes had been apparently removed from their logbook.



1           61.    On November 3, 2016, Nori wrote to Nicole Shrive and informed her that Dinny  
2 "will have a new attorney shortly who will take over the Will and Trust."

3           62.    On Wednesday, November 23, Nori sent several emails to Dinny's caregiving  
4 service to complain about one of the caregivers and demand that the caregiving service pay to  
5 change the locks to Dinny's house.

6           63.    In response, on Friday, November 25, 2016, a supervisor from Dinny's caregiving  
7 service went to Dinny's home.

8           64.    Premier is informed and believes that the male supervisor arrived at Dinny's  
9 home and was told by the caregiver on site that Nori was asleep with Dinny in Dinny's bed.

10          65.    Premier is informed and believes that the supervisor remained on site until after  
11 Nori and Dinny awoke and that the female caregiver checked on Dinny several times and  
12 informed her and Nori that the supervisor was there.

13          66.    Premier is informed and believes that, although the caregiving supervisor  
14 remained on-site for nearly two hours, Nori never came out of Dinny's room to meet him.

15          67.    Premier is informed and believes that later in the afternoon of that same day, Nori  
16 took Dinny to a home in Irvine to meet an attorney, and that Nori asked the caregiver to wait  
17 outside while Nori, Dinny and Dinny's former neighbor met with an attorney inside the  
18 neighbor's house.

19          68.    Premier is informed and believes that, on or about November 26, 2016, Nori  
20 began moving some of her personal items into the guest bedroom in Dinny's home and that Nori  
21 told the caregivers that she will be staying at Dinny's home as much as possible.

22          69.    Premier is further informed and believes that Nori now spends most of the day  
23 with Dinny, chaperones Dinny's doctor visits, and books banking, legal and medical  
24 appointments for Dinny.

25          70.    Premier is also informed and believes that Nori is influencing Dinny's choices  
26 and has been observed writing things down for Dinny to read aloud and verbally coaching Dinny  
27 on what to say when going to the doctor.

28

71. Premier is also informed and believes that Nori has told Dinny not to cooperate with any competency evaluations which might be requested by others.

72. Premier is informed and believes that Nori was at Dinny's home around 7:00 a.m. on Sunday, November 27, 2016, and that she called an ambulance to take Dinny to the hospital.

73. Premier is further informed and believes that before leaving for the hospital, Nori forcibly took the caregivers' logbook from one of the caregivers and that Nori then took the logbook with her to the hospital.

74. Premier is informed and believes that Nori has recently been coaching Dinny to fire one or more of her caregivers.

75. At this point Premier does not know which (if any) children are actually looking out for Dinny's health and well-being, rather than their own.

76. The Frasier children have alleged various wrongdoings against each other, making it difficult for Premier to rely on anyone as providing truthful information.

77. The Frasier children's competing allegations of incompetency and undue influence are interfering with Premier's role as an independent fiduciary.

78. Moreover, Premier is also concerned about the potential for fraud, manipulation, undue influence, and elder abuse.

79. The Frazier Trust documents, however, do not provide Premier with any guidance on what to do in this situation.

80. Thus, Premier seeks guidance from this Court as to how it should proceed given conflicting allegations being made by the children regarding whether Dinny is mentally competent and capable of making decisions either for herself or the Trusts as a co-trustee. In addition, Premier seeks the Court's guidance as to whether there currently exists any conflict of interest between Premier and Dinny such that the Trusts should retain separate independent counsel to represent Dinny's interests.

## VI. Notice of Petition

81. Dinny, Brad, Nori and Amy will all be given notice of this petition in accordance with NRS 164.037.

1 **VII. Prayer for Relief**

2 WHEREFORE, Petitioners pray for an order from the Court as follows:

3 A. For instructions in the administration of the Frasier Trusts;

4 B. For an order regarding whether the Frasier Trusts' should dispose of its interest in  
5 the medical building and, if so, on what terms;

6 C. For an order confirming that Premier should maintain all of the Frasier Trusts'  
7 accounts;

8 D. For instructions on how Premier should handle the Frasier family's internal  
9 disputes and allegations against one another;

10 E. For instructions on how Premier should handle the various children's respective  
11 demands for information, documents and accountings; and

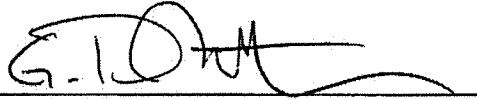
12 F. For such other and further relief and determinations as the Court may deem just  
13 and proper.

14 **Affirmation**

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

17 Dated this 29<sup>th</sup> day of November, 2016.

18 ROBERTSON, JOHNSON,  
19 MILLER & WILLIAMSON  
20 50 West Liberty Street, Suite 600  
Reno, Nevada 89501  
(775) 329-5600

21  
22 By:   
23 G. David Robertson, Esq.  
24 Richard D. Williamson, Esq.  
Jonathan Joel Tew, Esq., Esq.  
*Attorneys for Premier Trust, Inc.*

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VERIFICATION

Under penalties of perjury, Nicole Shrive, as a Trust Officer of and on behalf of Premier Trust, Inc., a Nevada corporation, which is a Co-Trustee of the Jordan Dana Frasier Family Trust, hereby declares the following:

1. Premier Trust, Inc. is a duly-appointed co-trustee of Jordan Dana Frasier Family Trust, and the Petitioner herein;

2. I have read the foregoing Supplemental Petition for Instructions, and know the contents thereof; and

3. The statements made in this Petition are true of my own personal knowledge, except as to those matters stated on information and belief, and that as to those matters I believe them to be true.

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

Dated this 29 day of November, 2016.



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Nicole Shrive, Trust Officer for  
Premier Trust, Inc., a Nevada corporation

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

In the Matter of the  
JORDAN DANA FRASIER FAMILY TRUST,

Case No.: PR16-00128  
Dept. No.: PR

**RESPONSE TO SUPPLEMENTAL PETITION FOR INSTRUCTIONS**

Dr. Bradley L. Frasier, MD ("Dr. Frasier"), Beneficiary of the Jordan Dana Frasier Family Trust (the "Trust"), by and through his counsel, Robison, Belaustegui, Sharp & Low, hereby submits the following response to the Supplemental Petition for Instructions filed November 29, 2016 (the "Supplemental Petition").

**I. INTRODUCTION**

Dr. Frasier does not object to the trustee's right to file the Supplemental Petition, nor does Dr. Frasier seek to answer, move to strike, or move to dismiss the Supplemental Petition, as such procedures are unnecessary at this juncture and will only serve to increase the cost and fees incurred by Dr. Frasier and the Trust. However, there are certain concerns that Dr. Frasier must bring to the Court's attention to clarify the record in these proceedings and for the benefit of the mediation ordered by the Court in this matter. To wit, the Supplemental Petition omitted many important facts;

1 such omissions creating an explicit and implicit appearance of malfeasance on the part  
2 of several of the beneficiaries of the Trust.

3 By way of background, the primary issue in dispute in the above-entitled action is  
4 whether money provided to Dr. Frasier, as a 50% down payment for the purchase of a  
5 medical building, was a gift from his father, Jordan Frasier, that his father intended as  
6 his future inheritance, or was a loan, as his mother, Dinny, and his sisters now contend.  
7 Indeed, in March 2009, Dr. Frasier, his wife, and Jordan Frasier met with Judith  
8 Hamilton, CPA, Dr. Frasier's accountant, to discuss the \$325,000 gift. See Exhibit "1"  
9 (J. Hamilton Memorandum to File (Mar. 26, 2009)). In a memorandum documenting  
10 this meeting, Ms. Hamilton noted the following:

11 Brad and Patty Frasier have purchased a new office building  
12 and Brad's dad assisted with the down payment by putting in  
13 \$325,000. According to Joe Frasier, Brad's dad, he views it  
14 as part of Brad's inheritance and he really doesn't want to  
receive interest and then have to pay taxes on that interest,  
even if it's at a lower AFR rate.

15 See id. Later in 2009, Jordan Frasier met with Louie Wong, CPA, Ms. Hamilton's  
16 former business associate, to discuss the \$325,000 gift to Dr. Frasier. See Exhibit "2"  
17 (L. Wong Meeting Notes (Dec. 7, 2009)). In his meeting notes, Mr. Wong described  
18 Jordan Frasier's intent regarding the \$325,000 gift in depth:

19 Met with Joe at the new offices of NCU to discuss the  
20 resolution of his gift/loan of \$325,000 to Brad and Patty,  
21 which was 1/2 of the deposit used by Brad and Patty to buy  
22 their new office building. Joe co-signed the loan, but unlike  
23 Brad, did not make a personal guarantee. We talked about  
24 our previous plan to have Joe file a gift tax return to claim  
25 the \$325,000, and have Brad and Patty pay Joe a monthly  
"gift" of \$2,000 each month, which would not be subject to  
tax for Joe, since it stays under the annual gift exclusion.  
Was finally able to figure out why Joe did not go forward with  
this course.

26 Joe talked about his plans for the distribution of his estate to  
27 his children (Inheritance plan) after his and his wife's  
28 passing. During this discussion, Joe was able to  
communicate that although he wants to gift the \$325,000 to

1 Brad, he does not want to do it now, and at the exclusion of  
2 giving his other two daughters a similar gift.

3 Joe has three kids - Brad, another daughter who is  
4 unemployed, but financially stable, and a third daughter (Joe  
5 called her a "flower" child), who is not financially stable. Joe  
6 does not want to give them each of them a large sum of  
7 money at this point, and does not want his third daughter to  
8 get by without working. He reiterated that he does not want  
9 to be a "partner" in the building, and does not want to  
10 hamper Brad with a large repayment of the deposit, which he  
11 lent Brad with the intention of gifting it after their passing.

12 I told Joe that the amount of the transaction (\$325,000) was  
13 large enough that he would either have to declare it as a gift  
14 or loan. We also noted the bank's reluctance to allow Joe's  
15 name off of the loan, but Joe believes that once market  
16 conditions improved, and they actually had some equity in  
17 the building, the bank would be more accommodating. I told  
18 him that based on the circumstance, I would recommend  
19 that we set up the \$325,000 as a loan, with the roughly  
20 \$2,000 monthly payments to factor in the smallest available  
21 interest, on which Joe would have to pay income tax on. I  
22 told him that Brad would, at some point, see a benefit from  
23 the interest payments to him. I would check with Judy to see  
24 if she had any thoughts on this.

25 Joe didn't know his tax rate, but estimated roughly \$200,000  
26 in annual gross income, none earned.

27 Joe mentioned that he would make provisions in his will to  
28 note the loan, and to forgive the balance upon both their  
passing. He would so gift the net interest in the building to  
Brad, as he would not want the other two sisters involved in  
Brad's building, or medical business. Joe also lent the  
business roughly \$200,000, which the business is paying  
him back on a monthly basis with interest.

23 See id. Indeed, given these impartial statements and recording of individuals neutral  
24 and removed from the immediate dispute, it is telling that Jordan Frasier intended the  
25 \$325,000 to be a gift, but he also recognized that this gift may have to be papered as a  
26 loan.

27 Unfortunately, the Co-Trustee, Premier Trust, has decided to take a third view,  
28 which is wildly out of step with Jordan Frasier's intent. Premier Trust contends that the



1 money is neither a gift nor a loan and insists that the Trust owns 50% of the equity in  
2 the building, despite Jordan Frasier's clear intent and the considerable difference in the  
3 money invested in the property by Dr. Frasier and his wife, Patty, and Jordan and Dinny  
4 Frasier.

5 Dr. Frasier contends that he and his mother have an agreement from December  
6 2014 where Dr. Frasier would pay back the \$325,000 without interest. Dinny Frasier  
7 accepted \$50,000 as an initial payment and deposited the check in her bank account.  
8 The Trust representatives indicated in early 2016 that the money should be paid back  
9 with interest. Dr. Frasier offered to pay back the \$325,000 with the IRS recommended  
10 2.87% interest rate for "family loans." The Trust attorneys have not come back with a  
11 counterproposal despite several requests for one.

12 It is important to note that the Trust's counsel has taken inconsistent and  
13 evolving positions throughout the negotiation of a resolution of this action. In an email  
14 dated, March 26, 2016, Trust counsel, David Robertson, confirmed a telephone call that  
15 he had earlier that day with Dr. Frasier, Dr. Frasier's mother Dinny Frasier, who is co-  
16 trustee of the Trust, Nicole Shrive, who is a representative from Premier Trust, which is  
17 the corporate co-trustee of the Trust., Rich Williamson, who is Mr. Robertson's  
18 associate, and another representative from Premier Trust, which is the corporate co-  
19 trustee of the Trust. See Exhibit "3" (Email from D. Robertson to B. Frasier, et al. (Mar.  
20 26, 2016)). In this email, Mr. Robertson conceded that Dinny Frasier acknowledged  
21 that the funds given to Dr. Frasier were intended to be a loan. See id. Specifically, he  
22 stated that:

23  
24 It was good to hear your mother's perspective that she  
25 believes the money was a loan rather than creating a  
26 partnership in the building. That position was consistent with  
27 your repeated statements that no partnership was ever  
28 created in the building, and I think this mutuality of thought  
was a very positive step of progress toward an amicable  
resolution.

See id.

1 In light of this discussion, counsel for the Trust exchanged correspondence  
2 throughout 2016, whereby the discussion exclusively centered on paying back the loan  
3 with interest. See, e.g., Exhibit "4" (Email from B. Frasier to R. Williamson (Mar. 25,  
4 2016)). Indeed, in April 2016, Dr. Frasier went so far as to attempt to coordinate the  
5 execution of a quitclaim deed on behalf of the Trust, and these efforts were  
6 acknowledged by counsel for the corporate co-trustee. See Exhibit "5" (Email from B.  
7 Frasier to R. Williamson with Attachments (Apr. 4, 2016)); see also Exhibit "6" (Email  
8 from R. Williamson to B. Frasier (Apr. 5, 2016)). Most of these communications  
9 between the Trust's counsel and Dr. Frasier were also omitted, but the communications  
10 that were actually referenced in the Supplemental Petition were cited out of context.  
11 See Supplemental Petition, passim. It appears this inaccurate citation of the record was  
12 calculated to obfuscate the underlying dispute and respective positions of the parties.

13 Accordingly, the Trust's assertion that it owns fifty percent (50%) of Dr. Frasier's  
14 real property is, not only unfounded, but in complete contradiction to the conduct and  
15 representations made by the Trust's counsel throughout this process. Indeed, when Dr.  
16 Frasier presented facts to the Trust's counsel supporting a conclusion that the funds  
17 were a loan, no response was provided. See Declaration of Dr. Bradley Frasier, M.D.  
18 ("Dr. Frasier Decl."), ¶ 9

19 Instead, Mr. Robertson stated in a November 4, 2016 email that Nori Frasier,  
20 who is Dr. Frasier's sister and another beneficiary of the Trust, attempted to defraud the  
21 Trust with Dr. Frasier's assistance. See Exhibit "7" (Email from D. Robertson to N.  
22 Frasier (Nov. 4, 2016)). Such statements are false and, in most contexts outside of  
23 litigation, would be considered defamatory. The fact is, Nori is providing care to Dinny  
24 Frasier, who had mixed experiences with caregivers in the past, including incidents  
25 where errors were made in the administering of Dinny's medications. See Dr. Frasier  
26 Decl., ¶ 10.  
27  
28

1           Aside from the general distortions in the record discussed above, the following  
2 discussion provides a specific rebuttal, explanation, or both, to the assertions set forth in  
3 the Supplemental Petition.

4           **II. Trust's Counsel's Insistence on Nevada Venue Demonstrates Bad Faith.**

5           Dr. Frasier concedes that this Court has jurisdiction of the Trust pursuant to the  
6 fact the Premier Trust, the corporate co-trustee, is located in Reno, Nevada. However,  
7 no other relevant party to this action is located in Nevada. Indeed, all of the other  
8 parties are located and reside in Southern California. Dinny Frasier, the co-trustee,  
9 lives in San Juan Capistrano, California. See Dr. Frasier Decl., ¶ 11. The deceased  
10 trustor, Jordan Frasier, lived and passed away in Irvine, California, and all of the real  
11 and personal property held by the Trust is located in California. See id.

12           The beneficiaries to the Trust also live in California. Dr. Frasier lives in Encinitas,  
13 California. See id. Nori Frasier, Dr. Frasier's sister and another beneficiary of the Trust,  
14 lives in Oceanside, California. See id. Amy Wilson, Dr. Frasier's other sister and  
15 another beneficiary of the Trust, lives in Mission Viejo, California. See id.

16           In fact, the only reason that Premier Trust is involved as co-trustee is that, Bill  
17 Wilson, Amy's husband, who is not named as a Trust beneficiary, chose Premier Trust  
18 to act as the corporate co-trustee, and also selected Jordan Frasier's estate attorney, H.  
19 Brooks Travis. See Dr. Frasier Decl., ¶ 12. Mr. Wilson indicated that Mr. Travis would  
20 help him and Amy Wilson work around the requirement set forth in Jordan Frasier's  
21 estate plan that Amy's inheritance be managed by a trust company. See id. Given the  
22 self-evident nature of these facts, the corporate co-trustee's insistence upon a Nevada  
23 venue serves only to benefit the corporate co-trustee and disadvantage every other  
24 interested party.

25           **III. Mischaracterization of the Facts in the Supplemental Petition**

26           The Supplemental Petition is rife with what can be described, at best, as  
27 mischaracterization of the facts and, at worst, blatant misrepresentation. Accordingly,  
28

1 the record must be clarified. Problematic assertions in the Supplemental Petition are  
2 addressed in turn:

3 **A. Paragraph 19:**

4 19. *Despite Premier conscientiously fulfilling its duties as authorized by the*  
5 *Trusts and this Court, Dinny's children are interfering with Premier's efforts by regularly*  
6 *criticizing Premier's decisions and providing conflicting opinions as to how the Trusts'*  
7 *should be administered. Perhaps most problematic, however, is that the children do not*  
8 *agree among themselves as to the methods of administration - each preferring the*  
9 *Trusts be administered in a different manner - thus making Premier's job even harder.*

10 This statement from the corporate co-trustee is highly problematic and factually  
11 inaccurate. Dr. Frasier has never interfered with corporate co-trustee's methods of  
12 administration. Furthermore, Dr. Frasier has not spoken with his sister Amy or her  
13 husband since December 2014. See Dr. Frasier Decl., ¶ 13. Accordingly, any familial  
14 disagreements that the corporate co-trustee believes are affecting its decision making  
15 are not being communicated to Dr. Frasier or his siblings. Indeed, the more appropriate  
16 course of action for the corporate co-trustee in this situation is not to air its unfounded  
17 grievances in a pleading before the Court. The better course would be to coordinate  
18 and facilitate effective communication between the beneficiaries. Dr. Frasier and his  
19 sisters alike cannot be accountable for disagreements among them of which they are  
20 not even aware.

21 **B. Paragraph 22:**

22 22. *Although Premier has diligently tried to pursue a resolution of the various*  
23 *pending disputes, it has thus far been unable to achieve a mutually-satisfactory*  
24 *resolution.*

25 Admittedly, "diligence" is a subjective concept. However, the objective facts  
26 contradict the basic assertion that the corporate co-trustee and its counsel have been  
27 working diligently to resolve this matter. The facts and chain of correspondence makes  
28

1 it appear that the corporate co-trustee has been simply dragging out the resolution of  
2 this matter. Responses to Dr. Frasier's reasonable inquiries have been routinely  
3 delayed or ignored. See e.g., Exhibit "8" (Email from B. Frasier to D. Robertson (Sept.  
4 30, 2016)).

5 Dr. Frasier has been consistently trying to resolve Trust issues related to his real  
6 property since March 2016. Indeed, the bulk of the discussions between Dr. Frasier  
7 and counsel for the Trust have involved questions exclusively related to the rate of  
8 interest for the loan. See Dr. Frasier Decl., ¶ 15. Despite these longstanding  
9 assumptions and mutual concessions by both sides, the Trust's most recent position—  
10 after nearly nine (9) months of conversations regarding the real property issue—is  
11 merely the Trust owns fifty percent (50%) of Dr. Frasier's real property. See Exhibit "9"  
12 (Email from B. Frasier to D. Robertson (Oct. 2, 2016)). The Trust completely reversed  
13 its position.

14 Despite evidence that Jordan Frasier intended to loan or gift the fifty percent  
15 (50%) down payment for Dr. Frasier's real property, the corporate co-trustee continues  
16 to assert that the Trust has an ownership interest in the real property. This meritless  
17 assertion flies in the face of certain irrefutable facts. While he was alive, Jordan Frasier  
18 did not participate in the oversight, management, or operation of the real property in any  
19 way. See Dr. Frasier Decl., ¶ 17. Jordan Frasier did not provide any additional funds to  
20 support the building, which was \$38,000 in the negative at the time of his death. See id.  
21 There was a significant discrepancy in the amount of money invested in the building by  
22 Dr. Frasier and his wife compared with the contributions of Jordan and Dinny Frasier.  
23 See id. Jordan and Dinny Frasier never claimed the medical building as an asset or  
24 liability on their income taxes from 2008 to 2014. See id. The reason for these facts  
25 and circumstances is simple: Jordan and Dinny Frasier never meant to be partners in  
26 the real property and never meant to be fifty percent (50%) owners. They were simply  
27 assisting their son with a down payment.  
28

1 While the corporate co-trustee has pointed to the deed of real property, the facts  
2 and circumstances are easily explained away. Because of the financial crisis and shaky  
3 real estate market crash in 2008, Dr. Frasier's lender required that Jordan and Dinny  
4 Frasier be put on the Grant Deed. See Dr. Frasier Decl., ¶ 19. However, Jordan  
5 Frasier specifically indicated that he would not personally guarantee the loan if the  
6 commercial real estate venture failed. See id. Dr. Frasier and his wife were personally  
7 liable for the \$2,400,000 loan. See id.

8  
9 Aside from this, Dr. Frasier and his mother confirmed their understanding by way  
10 of an agreement in December 2014 that the money was a loan, despite a previous  
11 understanding the down payment funds were a gift. Based on Dinny Frasier's  
12 representations and Dr. Frasier's subsequent conversations with his sisters Nori and  
13 Amy, Dr. Frasier paid Dinny Frasier \$50,000 in December 2014 for payment on the  
14 loan, which she accepted and deposited in her bank account. See Exhibit "10" (Email  
15 from B. Frasier to D. Robertson, et al. with attachments (Feb. 25, 2016)). Dr. Frasier  
16 recently paid Dinny Frasier an additional \$20,000 for payment of the loan, which she  
17 also accepted. See Dr. Frasier Decl., ¶ 20. The course of conduct and performance of  
18 the parties alleviates any doubt the down payment funds were a loan.

19 Dinny Frasier has communicated to Dr. Frasier clearly and cogently that she  
20 wants to resolve the issue related to the \$325,000. See Dr. Frasier Decl., ¶ 21.  
21 However, the corporate co-trustee has ignored her desires. Further, the corporate co-  
22 trustee has ignored all requests for a position statement on the down payment loan,  
23 making it difficult to even understand the basis for the instant dispute.

24 **C. Paragraph 23:**

25 23. *Despite Premier's requests, the parties have not even scheduled a*  
26 *mediation.*

1 This statement is inaccurate, because mediation of this matter is set for January  
2 27, 2016 at the JAMS offices in Orange County, California, beginning at 9:30 a.m. See  
3 Dr. Frasier Decl., ¶ 22.

4 However, prior to the setting of this mediation, Dr. Frasier communicated his  
5 willingness to mediate numerous times before, but a necessary predicate to mediation  
6 is for the corporate co-trustee to provide its position to Dr. Frasier and the other  
7 beneficiaries. Without such a position statement, mediation seems likely to be  
8 unproductive. While Dr. Frasier acknowledges that the Court has ordered mediation  
9 and is willing to submit to mediation, complying with the letter of the Court's order—to  
10 wit, submitting to mediation even if it is not ripe for mediation—is different than  
11 complying with the spirit of the Court's order, which is participating in a good-faith and  
12 productive settlement process. Here, the corporate co-trustee has fallen far short of  
13 complying with the spirit of the Court's order by refusing to provide a position statement  
14 or providing a list of outstanding factual questions that is precluding the provision of a  
15 position statement.

16 The corporate co-trustee's unwillingness to stake out a position is the source  
17 acrimony in this case. Because of this, Dinny Frasier stated to her new attorney that  
18 she wants to terminate the corporate co-trustee so as avoid having to submit to an  
19 unproductive and contentious mediation effort.

20  
21 **D. Paragraph 29:**

22 29. *Unfortunately, Premier is often asked to get involved in intra-family*  
23 *disputes.*

24 The corporate co-trustee has not been asked to get involved in any intra-family  
25 disputes. This is evidenced by the fact that Dr. Frasier does not and cannot have any  
26 disputes with his family. He has not communicated with his sister Amy since December  
27 2014, and has had limited communication with Nori. See Dr. Frasier Decl., ¶ 13. He  
28 has not communicated with his mother since March 2016. See id. If the corporate co-

1 trustee believes it is in the middle of a Frasier family dispute it is only due to its utter  
2 failure to facilitate meaningful communication between the parties.

3 **E. Paragraph 32:**

4 32. *On March 16, 2016, two weeks after the original Petition in this matter,*  
5 *Brad sent an email to Premier and the undersigned, which accused Amy's husband of*  
6 *exerting undue influence on Dinny and further asserted that Dinny was taking*  
7 *medication for dementia and that she had cognitive impairment.*

8 Dinny Frasier has cognitive impairment that consists of short-term memory loss.  
9 See Dr. Frasier Decl., ¶ 23. She is able to function and until her recent injury, was living  
10 alone. See id. Counsel for the corporate co-trustee indicated on several occasions that  
11 Dinny Frasier is fully competent. See id. This is based upon certain cognitive tests, the  
12 results of which have not been disclosed or discussed with Dr. Frasier, despite his  
13 professional education and training as a physician. See id.

14 Dr. Frasier's accusation of undue influence against Amy and Bill Wilson is based  
15 upon their efforts to forming an emotional wedge between Dr. Frasier and his mother.  
16 By disrupting Dr. Frasier's relationship with his mother and isolating her from members  
17 of the family, Amy and Bill Wilson seek to take advantage of Dinny Frasier's fragile state  
18 to their own financial benefit.

19 **F. Paragraph 33:**

20 33. *During this time, however, Premier held regular telephone conferences*  
21 *with Dinny and repeatedly confirmed Dinny's thoughts, wishes, recollections, and*  
22 *financial decisions.*

23 While Dr. Frasier cannot confirm that the corporate co-trustee did or did not  
24 communicate and confirm Dinny Frasier's thought and wishes, it is puzzling that the  
25 corporate co-trustee does not know that Dinny Frasier's desire is to have Dr. Frasier  
26 simply pay off the down payment loan.

27  
28 *///*



1           **G. Paragraph 36:**

2           36. *Moreover, following the meeting in May, Brad's allegations regarding*  
3 *capacity and undue influence seemed to subside.*

4           The allegations in paragraph 36 appears to imply that something stated at a  
5 meeting, which Dr. Frasier did not participate in, convinced Dr. Frasier to stop accusing  
6 Amy and Bill Wilson of undue influence. This is not based in fact. The corporate co-  
7 trustee is misinterpreting Dr. Frasier's desire to compromise and not engage in useless  
8 bickering with the merits of his allegations of undue influence.

9           **H. Paragraph 39:**

10          39. *While Dinny was trying to heal from these injuries, discussions over the*  
11 *medical building reached an impasse.*

12          Dr. Frasier had a telephone conference with the corporate co-trustee and its  
13 counsel around the time of his mother's injuries in July 2016. See Dr. Frasier Decl.,  
14 ¶ 24. On that call, the parties decided to consult with their respective accountants what  
15 an appropriate interest rate on the down payment loan would be. See id. Despite the  
16 clear assignment to the accountants and the desire to set an interest rate expressed  
17 both by Dr. Frasier and the corporate co-trustee, John Gonzalez, the corporate co-  
18 trustee's accountant, simply ignored his instructions and stated that the Trust owns fifty  
19 percent (50%) of the building. See Exhibit "11" (Email from B. Frasier to M. Sullivan, et  
20 al. (Dec. 1, 2016)). Mr. Gonzalez's position was conclusory and without support. This  
21 was the source of impasse, not any position that Dr. Frasier had taken as implied in  
22 Paragraph 39.

23           **I. Paragraph 41:**

24          41. *Brad also renewed his allegations of undue influence and mental*  
25 *incapacity. On August 29, 2016, Brad stated that "Dinny is not the mother that she used*  
26 *to be before Alzheimer's dementia ravaged her brain and changed her personality."*  
27

1           The corporate co-trustee conveniently omits that Dr. Frasier also stated that he  
2 wanted an amicable and fair settlement and to respect his father's wishes. See Exhibit  
3 "12" (Email from B. Frasier to D. Robertson (Aug. 26, 2016)). Selectively quoting and  
4 misrepresenting the record is evidence of bad faith.

5           **J. Paragraph 45:**

6           45. *On October 6, 2016, Brad again wrote to accuse Amy and her husband of*  
7 *isolating Dinny and hastening her cognitive impairment.*

8           In Dr. Frasier's medical opinion, which was formed after reviewing the readily  
9 available medical literature, isolating a person with cognitive impairment hastens their  
10 decline. See Dr. Frasier Decl., ¶ 27. Amy and Bill Wilson have successfully isolated  
11 Dinny Frasier from her other children and loved ones. See id.

12           **K. Paragraph 52:**

13           52. *Amy and her husband then questioned whether Brad and Nori were*  
14 *unduly influencing Dinny and convincing her to act in a manner that was contrary to her*  
15 *previously expressed wishes.*

16           These accusations, at least as to Dr. Frasier, have no basis in law or fact. It is  
17 impossible for Dr. Frasier to have exercised undue influence over Dinner Frasier,  
18 because he has not communicated with her since March 2016. See Dr. Frasier Decl.,  
19 ¶ 13.

20           **IV. CONCLUSION**

21           The Supplemental Petition is a distortion of the facts and circumstances in the  
22 above-entitled case. To date, the corporate co-trustee has failed to quickly and  
23 efficiently resolve the issues related to Dr. Frasier's real property. This failure is wholly  
24 a creation of the corporate co-trustee and either its lack of understanding of the issues  
25 in the case or willful refusal to come to an effective resolution. Accordingly, for the  
26 reasons stated above, the Supplemental Petition and its allegations should be  
27

28

1 disregarded by the Court and any third-party neutral evaluating the disputes in this  
2 case.

3 **AFFIRMATION:** The undersigned does hereby affirm that this document does not  
4 contain the Social Security Number of any person.

5 DATED this 26<sup>th</sup> day of January, 2017.  
6

7 ROBISON, BELAUSTEGUI, SHARP & LOW  
8 71 Washington Street  
9 Reno, Nevada 89503

10 By: 

11 Michael E. Sullivan, Esq.  
12 Barry L. Breslow, Esq.  
13 Scott L. Hernandez, Esq.  
14 *Attorneys for Bradley Frasier*

15 j:\wpdata\mes\6037.001 frasier\p-response to supplemental petition 12-16-16.docx  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON,  
BELAUSTEGUI, SHARP & LOW, and that on this date I caused a true copy of  
**RESPONSE TO SUPPLEMENTAL PETITION FOR INSTRUCTIONS** to be served on  
all parties to this action by:

  X   placing an original or true copy thereof in a sealed, postage  
prepaid, envelope in the United States mail at Reno, Nevada to the  
following:

Dinny G. Frasier  
3 Pinewood  
Irvine, CA 92604

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

Dinny G. Frasier  
P.O. Box 54324  
Irvine, CA 92619

Nicole Shrive  
Trust Officer  
Premier Trust, Inc.  
1 East Liberty Street, Ste. #600  
Reno, NV 89501

Amy Frasier Wilson  
10 Via Sonrisa  
Mission Viejo, CA 92692

       personal delivery/hand delivery

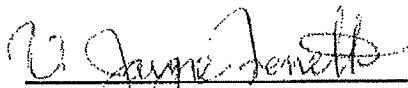
  X   by using the Court's CM/ECF Electronic Notification System addressed to:

Richard D. Williamson, Esq.  
Marilee Breternitz, Esq.  
Robertson, Johnson, Miller & Williamson

       Federal Express/UPS or other overnight delivery

       Reno Carson Messenger Service

Dated this 26<sup>th</sup> day of January, 2017.

  
\_\_\_\_\_  
Employee of Robison, Belaustegui,  
Sharp & Low

LIST OF EXHIBITS

<u>EX. NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
1	J. Hamilton Memorandum to File, dated 3/26/09	1
2	L. Wong Meeting Notes, dated 12/7/09	1
3	Email from D. Robertson to B. Frasier, dated 3/26/16	3
4	Email from B. Frasier to R. Williamson, dated 3/25/16	1
5	Email from B. Frasier to R. Williamson, dated 4/4/16 with attachments	9
6	Email from R. Williamson to B. Frasier, dated 4/5/16	2
7	Email from D. Robertson to N. Frasier, dated 11/4/16	2
8	Email from B. Frasier to D. Robertson, dated 9/30/16	1
9	Email from B. Frasier to D. Robertson, dated 10/2/16	6
10	Email from B. Frasier to D. Robertson, dated 2/25/16 with attachment	10
11	Email from B. Frasier to M. Sullivan, dated 12/1/16	3
12	Email from B. Frasier to D. Robertson, dated 8/26/16	2

1     **DECLARATION OF DR. BRADLEY L. FRASIER, MD IN SUPPORT OF RESPONSE**  
2     **TO SUPPLEMENTAL PETITION FOR INSTRUCTIONS**

3             I, Dr. Bradley L. Frasier, MD, being first duly sworn under penalty of perjury,  
4     deposes and says:

5             1.     I am above the age of 18 and make these declarations on my own  
6     personal knowledge and am competent to testify therein.

7             2.     I have read the attached Response to Supplemental Petition for  
8     Instructions ("Response"). The factual recitations contained in the Response are true  
9     and correct, and are based on my own personal knowledge and based on documents I  
10    have in my possession.

11            3.     Attached hereto as Exhibit "1" is a true and correct copy of a  
12    memorandum drafted by Judith Hamilton, CPA, reflecting the substance of a meeting  
13    that took place between Ms. Hamilton, my wife, and my father, Jordan Frasier on March  
14    26, 2009. Ms. Hamilton is my personal accountant and has done business with me for  
15    years.

16            4.     Attached hereto as Exhibit "2" is a true and correct copy of a  
17    memorandum drafted by Louie Wong, CPA, reflecting a meeting that Mr. Wong had with  
18    my father on December 7, 2009. Mr. Wong is Ms. Hamilton's former business associate  
19    and performed accounting work for me on occasion.

20            5.     Attached hereto as Exhibit "3" is a true and correct copy of an email I  
21    received from David Robertson on March 26, 2016.

22            6.     Attached hereto as Exhibit "4" is a true and correct copy of an email I sent  
23    to Rich Williamson on March 25, 2016.

24            7.     Attached hereto as Exhibit "5" is a true and correct copy of an email I sent  
25    to Rich Williamson on April 4, 2016 with attachments.

26            8.     Attached hereto as Exhibit "6" is a true and correct copy of an email I  
27    received from Rich Williamson on April 5, 2016.

28

1           9.     Throughout my dispute with the Trustees of the Jordan Dana Frasier  
2 Family Trust (the "Trust"), I frequently provided facts and documentation that the  
3 \$325,000 used to purchase my office building, which I received from my father, was a  
4 loan and not an equity interest in the building.

5           10.    Attached hereto as Exhibit "7" is a true and correct copy of an email from  
6 David Robertson to my sister, Nori Frasier, sent on November 4, 2016. In his email, Mr.  
7 Robertson accused Nori of attempting to defraud the Trust with my assistance. These  
8 accusations are false. The fact is, Nori is providing care to our mother, who had mixed  
9 experiences with caregivers in the past, including incidents where errors were made in  
10 administering her mediations.

11           11.    While Premier Trust, the corporate co-trustee, is located in Reno, Nevada,  
12 no other relevant party to this action is located in Nevada. All of the other parties are  
13 located and reside in Southern California. My mother, Dinny Frasier, the co-trustee of  
14 the Trust, lives in San Juan Capistrano, California. The deceased father, Jordan  
15 Frasier, lived and passed away in Irvine, California, and all of the real and personal  
16 property held by the Trust is located in California. The beneficiaries to the Trust also  
17 live in California. I live in Encinitas, California. My sister Nori, who is also a beneficiary  
18 of the Trust, lives in Oceanside, California. Amy Wilson, my other sister and another  
19 beneficiary of the Trust, lives in Mission Viejo, California.

20           12.    The only reason that Premier Trust is involved as co-trustee is that, Bill  
21 Wilson, Amy's husband, who is not named as a Trust beneficiary, chose Premier Trust  
22 to act as the corporate co-trustee, and also selected my father's estate attorney, H.  
23 Brooks Travis. Mr. Wilson believes and has stated that Mr. Travis would help him and  
24 Amy work around the requirement set forth in my father's estate plan that Amy's  
25 inheritance be managed by a trust company.

26           13.    I have not spoken with my sister Amy or Amy's husband Bill since  
27 December 2014. I have not communicated directly with my mother since March 2016. I  
28

1 have had limited communication with my sister Nori up until several months ago, that  
2 primarily involved questions about my mother's medical condition and errors and  
3 misbehavior by the caregivers.

4 14. Attached hereto as Exhibit "8" is a true and correct copy of an email from  
5 me to David Robertson sent on September 30, 2016.

6 15. Since March 2016, I consistently tried to resolve my issues with the Trust  
7 related to the office building. The bulk of the discussions between me and counsel for  
8 the Trust involve questions exclusively related to the rate of interest for what may  
9 amount to a loan from my father.

10 16. Attached hereto as Exhibit "9" is a true and correct copy of an email from  
11 me to David Robertson sent on October 2, 2016.

12 17. While he was alive, my father did not participate in the oversight,  
13 management, or operation of the office building in any way. My father did not provide  
14 any additional funds to support the building, which was \$38,000 in the negative at the  
15 time of his death. There was a significant discrepancy in the amount of money invested  
16 in the building by my wife and I compared with the contributions of my mother and  
17 father. It is my understanding that my parents never claimed the medical building as an  
18 asset or liability on their income taxes from 2008 to 2014.

19 18. The corporate co-trustee has repeatedly pointed to the fact that the deed to  
20 the office building is in my parents' names. However, the facts and circumstances are  
21 easily explained away. Because of the financial crisis and shaky real estate market  
22 crash in 2008, my lender required that my parents be put on the Grant Deed. However,  
23 my father specifically indicated that he would not personally guarantee the loan if the  
24 commercial real estate venture failed. In fact, my wife and I were personally liable for  
25 the \$2,400,000 loan used to purchase the office building.



1           19. Attached hereto as Exhibit "10" is a true and correct copy of an email from  
2 me to David Robertson sent on February 25, 2016 with attachments, reflecting a  
3 \$50,000 payment made to my mother in December 2014, which she accepted.

4           20. I recently paid my an additional \$20,000 for payment of the loan, which  
5 she also accepted.

6           21. My mother has communicated to me clearly and cogently that she wants  
7 to resolve the issue related to the \$325,000.

8           22. Mediation of this matter is set for January 27, 2016 at the JAMS offices in  
9 Orange County, California, beginning at 9:30 a.m.

10           23. In my medical opinion, my mother has cognitive impairment that consists  
11 of short-term memory loss. She is able to function and until her recent injury, was living  
12 alone. However, counsel for the corporate co-trustee indicated on several occasions  
13 that my mother is fully competent. This is based upon certain cognitive tests, the results  
14 of which have not been disclosed or discussed with me, despite my professional  
15 education and training as a physician.

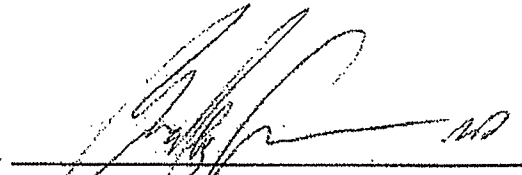
16           24. In July 2016, I had a telephone conference with the corporate co-trustee  
17 and its counsel around the time my mother was seriously injured and hospitalized. On  
18 this call, all parties decided to consult with their respective accountants about an  
19 appropriate interest rate on the down payment loan.

20           25. Attached hereto as Exhibit "11" is a true and correct copy of an email I  
21 sent to Michael Sullivan and others on December 1, 2016.

22           26. Attached hereto as Exhibit "12" is a true and correct copy of an email I  
23 sent to David Robertson on August 29, 2016.

24           27. My sister Amy and her husband have successfully isolated my mother  
25 from her other children and loved ones. In my medical opinion, which was formed after  
26 reviewing the readily available medical literature, isolating a person with cognitive  
27 impairment hastens their decline.  
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1  
2 DATED this 25th day of January, 2017.  
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6 DR. BRADLEY L. FRASIER, MD  
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# EXHIBIT 1

# EXHIBIT 1

## MEMORANDUM TO FILE

Brad and Patty Frasier have purchased a new office building and Brad's dad assisted with the down payment by putting in \$325,000. According to Joe Frasier, Brad's dad, he views it as part of Brad's inheritance and he really doesn't want to receive interest and then have to pay taxes on that interest, even if it's at a lower AFR rate.

After discussing several options, came up with the following which we felt would work out best for all parties:

- 1) Joe's tax preparer will file gift tax returns for Joe and his wife Dinny, reporting the \$325,000 as split gifts to Brad and Patty. Brad estimates his parents' total estate to be about \$3.5M and is set up with a trust to split into a by-pass trust; therefore, using some of their unified credit should not present future problems
- 2) To compensate Joe for the loss of income on the amount invested, Brad and Patty will make annual gifts to Joe and Dinny. Joe would like to have approximately \$25,000 per year. They will probably do \$2,000 per month in gifts back to Joe and Dinny which will be less than the reportable amount.
- 3) Discussed whether to do gift tax return for 2008 or 2009. Brad will discuss with Joe and also follow up with his tax preparer to make sure they get done. He is aware that they can exclude \$12,000 each to Brad and Patty for 2008 or \$13,000 if they decide to report in 2009.
- 4) Joe will execute a quit claim deed to transfer his interest in the property back to Brad and Patty

CLIENT: Frasier, Brad & Patty

DATE: 3/26/09

Attendees (if meeting): Brad & Patty Frasier  
Joe Frasier (via phone)

HAC STAFF: JH

# EXHIBIT 2

# EXHIBIT 2

## **Louie Wong**

---

**Subject:** Meeting with Joe Frasier re. gift of down payment and building interest to Joe  
**Entry Type:** Meeting  
**Company:** North County Urology

**Start:** Mon 12/7/2009 9:00 AM  
**End:** Mon 12/7/2009 9:00 AM  
**Duration:** 0 hours

Met with Joe at the new offices of NCU to discuss the resolution of his gift/loan of \$325,000 to Brad and Patty, which was 1/2 of the deposit used by Brad and Patty to buy their new office building. Joe co-signed the loan, but unlike Brad, did not make a personal guarantee. We talked about our previous plan to have Joe file a gift tax return to claim the \$325,000, and have Brad and Patty pay Joe a monthly "gift" of \$2,000 each month, which would not be subject to tax for Joe, since it stays under the annual gift exclusion. Was finally able to figure out why Joe did not go forward with this course.

Joe talked about his plans for the distribution of his estate to his children (inheritance plan) after his and his wife's passing. During this discussion, Joe was able to communicate that although he wants to gift the \$325,000 to Brad, he does not want to do it now, and at the exclusion of giving his other two daughters a similar gift.

Joe has three kids – Brad, another daughter who is unemployed, but financially stable, and a third daughter (Joe called her a "flower" child), who is not financially stable. Joe does not want to give them each of them a large sum of money at this point, and does not want his third daughter to get by without working. He reiterated that he does not want to be a "partner" in the building, and does not want to hamper Brad with a large repayment of the deposit, which he lent Brad with the intention of gifting it after their passing.

I told Joe that the amount of the transaction (\$325,000) was large enough that he would either have to declare it as a gift or loan. We also noted the bank's reluctance to allow Joe's name off of the loan, but Joe believes that once market conditions improved, and they actually had some equity in the building, the bank would be more accommodating. I told him that based on the circumstance, I would recommend that we set up the \$325,000 as a loan, with the roughly \$2,000 monthly payments to factor in the smallest available interest, on which Joe would have to pay income tax on. I told him that Brad would, at some point, see a benefit from the interest payments to him. I would check with Judy to see if she had any thoughts on this.

Joe didn't know his tax rate, but estimated roughly \$200,000 in annual gross income, none earned.

Joe mentioned that he would make provisions in his will to note the loan, and to forgive the balance upon both their passing. He would so gift the net interest in the building to Brad, as he would not want the other two sisters involved in Brad's building, or medical business. Joe also lent the business roughly \$200,000, which the business is paying him back on a monthly basis with interest.

# EXHIBIT 3

# EXHIBIT 3

----- Forwarded message -----

From: **David Robertson** <[gdavid@nvlawyers.com](mailto:gdavid@nvlawyers.com)>

Date: Sat, Mar 26, 2016 at 2:42 PM

Subject: RE: Frasier Family Trust

To: Brad Frasier <[bfrasiermd@gmail.com](mailto:bfrasiermd@gmail.com)>

Cc: "Nicole Shrive ([nshrive@premiertrust.com](mailto:nshrive@premiertrust.com))" <[nshrive@premiertrust.com](mailto:nshrive@premiertrust.com)>, Dinny Frasier <[dinnyfrasier@juno.com](mailto:dinnyfrasier@juno.com)>, Rich Williamson <[rich@nvlawyers.com](mailto:rich@nvlawyers.com)>

Hi Doctor Frasier:

Thank you for your below email and for participating in the conference call to help open up the lines of communication.

It was good to hear your mother's perspective that she believes the money was a loan rather than creating a partnership in the building. That position was consistent with your repeated statements that no partnership was ever created in the building, and I think this mutuality of thought was a very positive step of progress toward an amicable resolution.

Assuming that the payment is to be treated as a loan, then we would need to agree upon an appropriate interest rate. Your suggested interest rate of One-Quarter of One Percent (0.25%) interest will certainly be carefully considered by the Trustees – along with your reasoning therefor - and they will respond appropriately in the near future.

Finally, I thought your statement that you would not be leaving any more messages for your mother was also a positive step toward creating a more congenial communication atmosphere.

Thanks again for your participation in the call, and for understanding that the trustees are simply trying to be cautious and thorough in performing their duties.



Best regards,

David

G. DAVID ROBERTSON, ESQ.

ROBERTSON, JOHNSON, MILLER & WILLIAMSON

BANK OF AMERICA PLAZA

50 W. LIBERTY ST.

SUITE 600

RENO, NV 89501

(775) 329-5600 (VOICE)

(775) 348-8300 (FAX)

Email: [gdavid@nvlawyers.com](mailto:gdavid@nvlawyers.com)

Please visit our website at [www.nvlawyers.com](http://www.nvlawyers.com)

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**IMPORTANT NOTICE:**

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**From:** Brad Frasier [mailto:[bfraslermd@gmail.com](mailto:bfraslermd@gmail.com)]

**Sent:** Friday, March 25, 2016 7:40 PM

**To:** David Robertson

**Subject:** Frasier Family Trust

My father never considered the money he gave me as a "real estate loan." Your inference that it was is totally off-base. He never, ever would have charged me interest and he didn't want me to pay him back, and I asked him several times.

Let's come to a "fair and equitable" (my father's words) interest rate that satisfies everybody. The money in the bank would have made 0.25% because that is what the \$85,000 that he had in Ironstone bank for many years earned.

Dr. Frasier

# EXHIBIT 4

# EXHIBIT 4

----- Forwarded message -----

From: **Brad Frasier** <[bfrasiermd@gmail.com](mailto:bfrasiermd@gmail.com)>

Date: Fri, Mar 25, 2016 at 5:36 PM

Subject: Frasier Trust

To: Richard Williamson <[rich@nvlawyers.com](mailto:rich@nvlawyers.com)>

Please provide me with your proposal and terms for paying back the money my father gave me. Keep in mind that I already paid my mother \$50,000 of the \$325,000 in December 2014, in accordance with our agreement. There was no stipulation for addition of interest at that time, although I offered it to her.

If my sisters and Nicole are in agreement, let's proceed as soon as possible. We all need to put this behind us.

Dr. Frasier

# EXHIBIT 5

# EXHIBIT 5

**Attachments:**

Letter to release Dinny and Jordan from Loan.pdf; FRASIER ~ COPY OF LOAN DOCS  
PART 1 for VISTA WAY.pdf

----- Forwarded message -----

From: Brad Frasier <[bfrasiermd@gmail.com](mailto:bfrasiermd@gmail.com)>

Date: Mon, Apr 4, 2016 at 8:43 PM

Subject: Letter and loan documents

To: Richard Williamson <[rich@nvlawyers.com](mailto:rich@nvlawyers.com)>

Tell me if you need anything else.



April 4, 2016

Dr. Bradley Frasier  
1645 Aryana Drive  
Encinitas, CA 92024

RE: Loan #156208 – Collateral of the subject property located at 3609 Vista Way, Oceanside, CA 92056

To whom it may concern,

First Citizens Bank has been informed that Mr. Jordan Frasier or Mrs. Dinny Frasier will be preparing a quit claim deed for the property located at 3609 Vista Way, Oceanside, CA. Once the Bank receives a copy of this document, the approval to release Mr. Jordan Frasier and Mrs. Dinny Frasier from the loan, will get started.

Should you have any questions, please give me a call at (760) 737-7972.

Sincerely,

*Barbara Hunter*

Barbara Hunter, VP  
Commercial Banker  
First Citizens Bank  
360 West Grand Avenue  
Escondido, CA 92025  
Barbara.Hunter@firstcitizens.com

BH/mw



April 4, 2008

Frasier Revocable Trust dtd May 20, 1999  
Bradley L. Frasier, MD, Trustee  
Patricia W. Frasier, Trustee  
Jordan Dana Frasier Family Trust  
Jordan D. Frasier, Trustee  
1645 Aryana Drive  
Encinitas, CA 92024

RE: Loan Commitment and Loan Agreement

Dear Dr. and Mrs. Frasier and Mr. Jordan Frasier:

IronStone Bank is pleased to offer this loan commitment to all of you and your family trusts. For the purposes of this letter, the terms "Bank," "we," "our" and "us" refer to IronStone Bank. "Borrower," "you" and "your" refer to the Borrower identified below. This letter agreement will serve as our loan commitment to you and our loan agreement with you. The terms and conditions of the loan are as follows:

**BORROWER(S):** Frasier Revocable Trust dated May 20, 1999 ("Borrower").  
Jordan Dana Frasier Family Trust ("Borrower")

**LOAN AMOUNT:** \$2,100,000

This amount assumes that the appraised value of the property which will serve as collateral for this loan is at least \$2,800,000. We reserve the right to adjust the actual amount of the loan if the appraised value of the collateral, as approved by the Bank's appraisal reviewers, is less than \$2,800,000.

**TYPE OF LOAN:** Non-revolving future advance line of credit, converting to a term note when fully disbursed.

**LOAN PURPOSE:** The loan proceeds may be used solely for the following purpose: Purchase of and improvements to commercial real property.

**INTEREST RATE:** Interest will accrue on the outstanding principal balance of the loan at the fixed interest rate of 5.95%.

This fixed rate shall be in force throughout the disbursement period of the loan, and throughout the remaining life of the term loan. Interest will be computed on the basis of a 360-day calendar year.

**LOAN TERM:** Your loan has been approved for a term of 15 years, six months.

**TERMS OF REPAYMENT:** Interest on the outstanding principal balance will be due and payable monthly. Throughout the disbursement period of approximately six months, payments of interest will be due on the 1<sup>st</sup> day of each month, beginning approximately May 15, 2008.

The amortized principal and interest payments will begin after full disbursement of the loan amount. The principal and interest will be payable in 179 consecutive monthly payments of approximately \$15,082 each, plus one balloon payment of all remaining unpaid principal and accrued interest, due at maturity.



**LOAN ORIGATION FEE** Upon acceptance of this commitment, you will be required to pay a loan origination fee of \$10,500. Fee to be remitted at close of escrow.

**PREPAYMENT:** If this Note is paid in full within ten years after the date of this note, Borrower shall pay Lender a prepayment penalty according to the following schedule. The prepayment penalty shall be calculated as a percentage of the principal balance that is outstanding immediately before this Note is paid in full. The prepayment penalty shall be 4% if this Note is paid in full within two years after the date of this note, 3% if this Note is paid in full more than two years but within five years after the date of this Note, 2% if this Note is paid in full more than five years but within eight years after the date of this Note, and 1% if this Note is paid in full more than eight years but within ten years after the date of this Note. Thereafter, this Note may be paid in part or in full at any time without prepayment penalty.

Additional payment may be applied with no prepayment penalty as long as the funds are drawn from the excess cash flow of the business, the use of personal funds or the sale of the business property to an unrelated third party. The Bank reserves the right to require an acceptable form of verification of the source of prepayment funds, in its sole discretion.

**LATE CHARGES:** We will assess a late payment charge of 5% of the unpaid balance of any payment which is at least 16 days past due.

**GUARANTY:**

As offered by you and accepted by us, an unconditional continuing guaranty will be signed, jointly and severally, by:

Bradley L. Frasier  
Patricia W. Frasier  
North Coast Urology Medical Associates, Inc.  
~~Jordan D. Frasier~~ M/A  
~~Danny G. Frasier~~ M/A

*(Signature)*  
DH

Each unconditional continuing guaranty will contain such terms, conditions, representations and warranties as we may require.

**COLLATERAL:**

A first lien deed of trust on commercial real property located at 3609 Vista Way, Oceanside, CA 92056.

An assignment of rents, leases and profits.

Our loan approval is based in part on our review of the appraisal of the collateral. If we determine that the property is not as represented in the appraisal, we reserve the right to revoke or modify this loan commitment.

The real property shall be owner-occupied for the life of the loan.

**INSURANCE:**

At the time the loan closes and all times thereafter until the loan is paid in full, you must maintain hazard insurance on the collateral against such risks and in such form and amount as the Bank may require. If the collateral is located in a flood hazard area, flood insurance is also required. The Bank must be named as a loss payee on the policy and you must provide us with an insurance certificate. The insurance must be issued by a company approved by the Bank and licensed to transact business in the state in which the collateral is located.

Each physician within the medical practice shall carry malpractice insurance for the life of the loan.

**REPRESENTATIONS AND WARRANTIES OF BORROWER:** By signing this letter, you represent and warrant to the Bank as follows:

Your loan application, financial statements, copies of tax returns and other information you previously submitted to us are true and complete and accurately reflect your financial condition and income. You do not have any undisclosed direct or contingent liabilities.

There are no judgments, liens, encumbrances, penalty assessments, or other security interests outstanding against you or any of your property other than those in favor of the Bank, except as disclosed to us on the financial statements you previously submitted. There are no pending or threatened enforcement proceedings or litigation against you or any of your property.

There has been no material change in your financial condition since the date of the financial statements you submitted to us.

You have been validly organized, are in good standing in the state of your organization and are duly authorized to transact business in the State of California and in all other states in which you are doing business.

You have full power and authority to enter into this agreement and borrow money from us as contemplated by this agreement. When executed and delivered to us, the loan documents will be valid, legal and binding obligations of the Borrower.

Until the loan is paid in full, you will have no material change in ownership unless we agree in writing to such a change.

Without our prior written consent, you will not incur any additional indebtedness and will not mortgage, pledge, encumber, grant any security interest in, or transfer any of your assets, whether now owned or hereafter acquired, except in the ordinary course of business.

**REPRESENTATIONS AND WARRANTIES OF EACH GUARANTOR:** By signing this letter, each Guarantor represents and warrants to the Bank as follows:

The financial statements and copies of any tax returns of the Guarantor previously submitted to the Bank are true and complete and accurately reflect the financial condition and income of the Guarantor. The Guarantor does not have any undisclosed direct or contingent liabilities.

There are no judgments, liens, encumbrances, penalty assessments, or other security interests outstanding against the Guarantor or any of the Guarantor's property other than those in favor of the Bank, except as disclosed to the Bank on the financial statements previously submitted. There are no pending or threatened enforcement proceedings or litigation against the Guarantor or any of the Guarantor's property.

There has been no material change in the financial condition of the Guarantor since the date of the financial statements submitted by the Guarantor to the Bank.

The Guarantor has full power and authority to execute the unconditional continuing guaranty of the Borrower's indebtedness to the Bank. When executed and delivered to the Bank, the guaranty will be a valid, legal and binding obligation of the Guarantor.

**FINANCIAL INFORMATION OF BORROWER AND GUARANTOR(S):** Until the loan is repaid in full, the Borrower and each Guarantor will be obligated on a continuing basis to provide the Bank with such financial information concerning North Coast Urology Medical Associates, Inc and each Guarantor as the Bank may request from time to time.

The Borrower will provide the Bank with copies of the North Coast Urology Medical Associates, Inc. federal income tax returns within 30 days after the date the income tax returns are submitted by the Borrower to the appropriate tax authorities.

Each Guarantor will provide a ~~signed~~ personal financial statement to the Bank ~~as~~ requested by the Bank, but at least annually.

Each Guarantor will provide the Bank with copies of the Guarantor's personal federal income tax returns within 30 days after the date the income tax returns are submitted by the Guarantor to the appropriate tax authorities.

The Borrower and each Guarantor will immediately inform the Bank of any material change in the condition (financial or otherwise) of the Borrower or any Guarantor and of any actual or threatened litigation which might substantially affect the condition (financial or otherwise) of the Borrower or any Guarantor.

**REAL PROPERTY REQUIREMENTS:** The repayment of your loan will be secured, at least in part, by a deed of trust on real property. Prior to the loan closing, we must receive, review and approve the following:

**Appraisal.** A current appraisal of the property prepared by an appraiser selected by the Bank who is licensed in the State of California. The appraisal must satisfy all applicable regulatory standards. You will bear all costs of the appraisal. We may require you to remit the estimated cost of the appraisal prior to the time we order the appraisal. If the actual cost of the appraisal is less than the amount you remit, we will return the difference to you, without interest. If the actual cost of the appraisal is greater than the amount you remit, you will pay the difference to us prior to the loan closing.

**Copies of Documents Affecting Title.** A copy of all restrictions, easements, covenants and declarations affecting the property, including documents relating to any owners' association.

**Hazard Insurance.** A hazard insurance policy covering all improvements on the property. The policy must include fire, vandalism and malicious mischief coverage with an extended coverage endorsement. The policy amount must be sufficient to avoid co-insurance liability and must be at least equal to the total replacement value of any improvements on the property. The policy must be issued by a company approved by the Bank and licensed to transact business in the State of California. The policy must provide for written notice to the Bank at least 30 days prior to any cancellation, termination or modification of the insurance coverage.

During any construction period, the policy must be an "all builder's risk policy." As soon as construction of the improvements is completed, the policy must be converted to a permanent hazard insurance policy.

**Title Insurance.** A mortgagee title insurance policy in the amount of the loan issued by a company acceptable to the Bank licensed to do business in the State of California. The title insurance policy must insure that those signing the deed of trust have a marketable fee simple interest in the property and that our deed of trust constitutes a valid and enforceable first lien upon the property. Our lien must not be subject or subordinate to any prior liens, encumbrances, restrictions, or exceptions objectionable to us. You must furnish the Bank with a copy of the title insurance binder prior to closing along with copies of all exceptions noted in the title binder.

**Flood Hazard.** Certification by a Flood Data Services, Inc. that the property which will serve as the Bank's collateral is not located within a flood hazard area or, if the property is located within a flood hazard area, a flood insurance policy satisfactory to the Bank. We will order the certification. You will be responsible for paying the fee for the certification.

**Environmental Protection.** Evidence that the property complies with all applicable laws and regulations pertaining to the protection and preservation of the environment. In the Bank's discretion, this evidence may include (without limitation) an environmental questionnaire and certificate, prepared by the Borrower or a consultant acceptable to the Bank attesting to the satisfactory environmental condition of the real property and certifying that you and all prior occupants of the property have complied and are complying with all federal, state and local environmental statutes, laws, and regulations. Following the review of any such report, the Bank may require additional testing at your expense. The Bank will not be required to fund the loan if the property is subject to any existing or threatened contamination.

**Assignment of Leases, Rents and Profits.** An assignment of leases, rents and profits, together with copies of all existing leases affecting the property. Any leasing commissions relating to the property must be paid in full prior to the loan closing with evidence of payment furnished to us. Estoppel letters may be required for each tenant. Rents may not be prepaid by more than 30 days. Each lease having a term of three years or more must be recorded, or a memorandum of the lease must be recorded.

**Final Plans and Specifications.** A copy of the final plans and specifications for the improvements, together with written evidence that the final plans and specifications have been approved by all necessary parties. Any changes in the final plans and specifications will require our prior written approval.

**General Contractor.** The general contractor must be acceptable to the Bank and must be duly licensed in the State of California.

**Contracts.** All contracts between you, the architect and each general contractor must be submitted to the Bank for approval and must be satisfactory to us in all respects. The construction contract must be either a fixed cost or a guaranteed maximum cost contract. We may require you to assign your interest in each such contract to the Bank, with each assignment consented and agreed to by the architect or general contractor, as the case may be. The approval of each architect and general contractor must provide that, upon a default under the terms of the Loan Documents, the Bank will have the same rights to enforce the performance under each such contract as you have. With respect to the architect's contract, the Bank must have the right (without limitation) to use the plans, drawings and specifications to complete the project with no additional compensation to the architect other than as provided in the contract, and to require the architect to complete the performance of all duties as set forth in the contract upon payment of the unpaid portion of the compensation called for by the contract. No changes may be made in the construction contract or in the architect's contract without our prior written consent.

**Final Disbursement.** Before the final disbursement of the construction loan proceeds, we may require, without limitation, (i) a certificate of substantial completion from the architect, the general contractor, and the Borrower in such form and content as we may require, (ii) a certificate of occupancy, (iii) a complete breakdown of all costs incurred in connection with the project, and (iv) satisfactory assurances that all labor and materials supplied to the property have been or will be fully paid and that no right exists on the part of any party to claim a lien against the property or any portion of the loan proceeds.

**Project Budget.** Project budget showing a complete breakdown of all construction costs, non-construction costs, and loan costs.

**Site Inspection.** We reserve the right to inspect the property from time to time.

**Reservation of Rights.** We reserve the right to revoke or amend this loan commitment based upon our review of the matters described above if we believe in good faith that the condition or value of the collateral is adversely affected by any circumstance, fact or condition, if we determine the documents presented fail to satisfy our underwriting standards, or if any representation or statement made or furnished to us by you or any guarantor is untrue or misleading in any material respect. In all of the relevant insurance policies, the Bank should be identified as mortgagee and loss payee using the following language:

"IronStone Bank, its successors and assigns, as their interests may appear."

**CONDITIONS PRECEDENT:** Our obligation to fund the loan is subject to the following conditions precedent:

You must fully comply with all conditions and requirements set forth in this letter.

If any Borrower or Guarantor is a limited liability company (LLC), you must deliver to the Bank prior to the loan closing:

A copy of the Articles of Organization and any amendments thereto certified by the Secretary of State of the state in which the LLC was organized.

A copy of the Certificate of Existence certified by the Secretary of State of the state in which the LLC was organized.

A true and exact copy of the Operating Agreement and any amendments thereto certified by any authorized manager of the LLC.

**LOAN DOCUMENTS:** The closing of the loan is contingent upon the proper execution and delivery of all of the loan documents the Bank believes are reasonably appropriate or required for this loan transaction (the "Loan Documents"). The Bank, in its sole discretion, will determine the form, terms and conditions of the Loan Documents. The Loan Documents routinely used in connection with loan closings include the note, security instruments (to include deeds of trust, security agreements, pledges, assignments, financing statements, etc.) guaranty agreements, and various verifications and certifications. At the present time, the Bank has not identified all of the Loan Documents which it may require in connection with this loan transaction.

**OTHER CONDITIONS:** While we intend to conform to our customary requirements for this type of loan, this loan commitment letter is not intended to include all of the requirements for the loan. We reserve the right to require additional information, documentation, and the satisfaction of conditions we consider appropriate or required to consummate the loan transaction.

**EVENTS OF DEFAULT:** The Bank may declare the unpaid principal balance of the loan and accrued interest immediately due and payable, without presentation, demand or notice of any kind, if any provision of any of the Loan Documents is breached in any material respect or if any event occurs which constitutes an event of default under the terms of any of the Loan Documents.

**LOAN CLOSING COSTS:** You will be responsible for the payment of all costs and expenses incurred in connection with the closing of this loan, regardless of whether the loan actually closes. These expenses will include, without limitation, our counsel's fees.

**DEPOSIT RELATIONSHIP:** You will be required to maintain your primary deposit relationship with IronStone Bank during the term of this loan. Additionally, North Coast Urology Medical Associates, Inc. is required to maintain a primary deposit relationship with IronStone Bank during the term of this loan. We are a relationship-oriented bank and we look forward to handling your financial needs.

**CONFIDENTIALITY:** The terms of this loan commitment are confidential. You agree not to disclose the contents of this loan commitment to any other lender.

**LOAN CLOSING:** The loan closing must occur on or before May 15, 2008. If the loan is not closed on or before that date, our obligation to fund the loan will terminate. If, prior to closing, there is a material adverse change in your business or affairs or the business or affairs of any Guarantor, or if we discover adverse circumstances of which we are currently unaware, we may rescind this commitment, in which case we will have no further obligation to fund the loan.

**COMMITMENT PROVISIONS SURVIVE CLOSING:** The provisions of this letter agreement will survive the closing of the loan and will not be merged into any of the other Loan Documents. If any terms in this letter agreement are inconsistent with those of the other Loan Documents, the terms of the other Loan Documents will control.

**MODIFICATION:** No modification or amendment of any provision of this agreement or in any other Loan Document executed pursuant to this agreement will be effective unless in writing and signed by an authorized officer of the Bank.

**COMMITMENT EXPIRATION:** This commitment will expire unless it has been accepted by you and each named Guarantor in writing and the acceptance received by the undersigned on or before April 30, 2008.

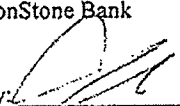
LOAN AGREEMENT: This commitment letter will constitute the loan agreement between the parties.

This loan commitment is communicated only to the Borrower and may not be transferred by the Borrower to anyone else. If the terms and conditions outlined in this letter are acceptable, please evidence your acceptance by signing and returning the original copy of this letter to me. Unless I receive your written acceptance with the time specified in this letter, your application and our loan approval will be considered withdrawn.

We appreciate the opportunity to serve your lending needs. We hope you will permit us to assist you in satisfying your other financial goals. We look forward to working with you in connection with this loan transaction.

Yours very truly,

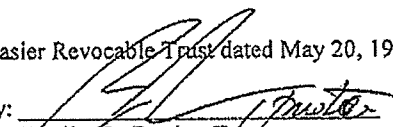
IronStone Bank

By:   
Gary Ridpath, Vice President

#### ACCEPTANCE OF LOAN COMMITMENT AND LOAN AGREEMENT

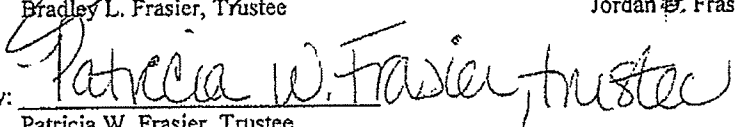
Each of the undersigned hereby accepts the Loan Commitment and Loan Agreement set forth above, subject to the terms and conditions set forth therein, this 18<sup>th</sup> day of April, 2008

Frasier Revocable Trust dated May 20, 1999

By:   
Bradley L. Frasier, Trustee

Jordan Dana Frasier Family Trust


By:   
Jordan D. Frasier, Trustee

By:   
Patricia W. Frasier, Trustee

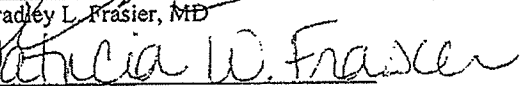
#### CORPORATE GUARANTOR

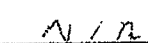
North Coast Urology Medical Associates, Inc.

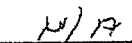
#### INDIVIDUAL GUARANTORS:

By:   
Bradley L. Frasier, MD

By:   
Bradley L. Frasier, MD, President

  
Patricia W. Frasier

  
Jordan D. Frasier

  
Dinny G. Frasier

# EXHIBIT 6

# EXHIBIT 6

----- Forwarded message -----

From: **Rich Williamson** <[rich@nvlawyers.com](mailto:rich@nvlawyers.com)>

Date: Tue, Apr 5, 2016 at 3:44 PM

Subject: RE: Letter and loan documents

To: Brad Frasier <[bfrasiermd@gmail.com](mailto:bfrasiermd@gmail.com)>

Cc: "Nicole Shrive ([nshrive@premiertrust.com](mailto:nshrive@premiertrust.com))" <[nshrive@premiertrust.com](mailto:nshrive@premiertrust.com)>

Dr. Frasier,

Thank you for forwarding those documents. That will definitely help move the process forward. I will review them as soon as possible and hopefully have the written interest rate proposal for you this week.

Thanks again,

Rich

---

Richard D. Williamson, Esq.

Robertson, Johnson, Miller & Williamson

50 West Liberty Street, Suite 600

Reno, Nevada 89501

Telephone: [\(775\) 329-5600](tel:(775)329-5600)

Facsimile: [\(775\) 348-8300](tel:(775)348-8300)

Email: [Rich@NVLawyers.com](mailto:Rich@NVLawyers.com)

Please visit our Website at: [www.nvlawyers.com](http://www.nvlawyers.com)



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**From:** Brad Frasier [mailto:[bfrasiermd@gmail.com](mailto:bfrasiermd@gmail.com)]  
**Sent:** Monday, April 04, 2016 8:43 PM  
**To:** Rich Williamson  
**Subject:** Letter and loan documents

Tell me if you need anything else.

# EXHIBIT 7

# EXHIBIT 7

**From:** David Robertson <gdavid@nvlawyers.com>  
**Sent:** Friday, November 04, 2016 3:48 PM  
**To:** Mike Sullivan  
**Cc:** Nicole Shrive (nshrive@premiertrust.com); Dinny Frasier; Frasierdinny@gmail.com; H. BROOKS TRAVIS (HBTravis.Law@cox.net); Nori Frasier (nori\_frasier@hotmail.com); bfrasiermd@gmail.com; Amy Frasier (digitalmermaid8@gmail.com); Scott Hernandez; Rich Williamson  
**Subject:** Frasier Elder Abuse and Fraud  
**Importance:** High

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  
RENO, NV 89501  
(775) 329-5600 (VOICE)  
(775) 348-8300 (FAX)  
Email: [gdavid@nvlawyers.com](mailto:gdavid@nvlawyers.com)  
Please visit our website at [www.nvlawyers.com](http://www.nvlawyers.com)

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# EXHIBIT 8

# EXHIBIT 8

**From:** Brad Frasier [mailto:[bfrasiermd@gmail.com](mailto:bfrasiermd@gmail.com)]

**Sent:** Friday, September 30, 2016 7:58 AM

**To:** David Robertson; Nicole Shrive ([nshrive@premiertrust.com](mailto:nshrive@premiertrust.com)); Judy Hamilton; Mike Sullivan; Nori Frasier; Dinny Frasier; Amy Frasier; [john@gonzalezcpa.com](mailto:john@gonzalezcpa.com); H. Brooks Travis

**Subject:** Response from you.

Mr. Robertson:

It's been 4 weeks since you indicated we would have a response regarding the medical building within one week. As you know, the court has recommended to proceed to litigation if we don't have a resolution by October. Let's all have a telephone conference as a last resort to avoid litigation. I know this is not in your best interest, but it would be best for Dinny, me and the family's trust.

Dr. Frasier

# EXHIBIT 9

# EXHIBIT 9

----- Forwarded message -----

From: **Brad Frasier** <[bfrasiermd@gmail.com](mailto:bfrasiermd@gmail.com)>  
Date: Sun, Oct 2, 2016 at 1:33 PM  
Subject: Re: Threatening Email From Dr. Frasier  
To: David Robertson <[gdavid@nvlawyers.com](mailto:gdavid@nvlawyers.com)>

Mr. Robertson:

Please let us know what Dinny wants to do. You are just withholding information and dragging out this dispute. I have been asking you for 8 months to resolve this dispute and you are simply dragging it out to charge more legal fees. Be a decent person and let's resolve this.

Dr. Frasier

On Sun, Oct 2, 2016 at 1:26 PM, David Robertson <[gdavid@nvlawyers.com](mailto:gdavid@nvlawyers.com)> wrote:

Hi Mike:

Dr. Frasier states in his below email that you no longer represent him. Please advise if this is correct. We have not seen any withdrawal of representation nor a substitution of counsel filed with the Court.

If you do still represent him, please advise Dr. Frasier that his threats are ultimately counter-productive to advancing a negotiated resolution of this dispute. In addition, I would appreciate you assuring him that we are carrying out consistent instructions from both trustees. Indeed, I personally met with Dinny for several hours just recently and confirmed once again that we are proceeding exactly on the course she wants us to take towards resolving this matter.

Conversely, if you no longer represent him, then we would appreciate you filing the appropriate documents with the Court before the Wednesday status conference.

Thanks.



Best regards,

David

**From:** Brad Frasier [mailto:[bfrasiermd@gmail.com](mailto:bfrasiermd@gmail.com)]  
**Sent:** Sunday, October 02, 2016 12:26 PM  
**To:** David Robertson  
**Subject:** Re: Response from you.

Mr. Robertson:

I am no longer represented by Mr. Sullivan, so please direct your response to me. I have offered a resolution to this matter on multiple occasions and you have failed to offer any response. You have not included the main trustee, Dinny Frasier, in your decisions, which I feel is unethical and illegal. You are draining funds from the Frasier Family Trust and dragging out this matter for your own financial benefit. I am going to contact the California and Nevada Bar associations to ask their opinion regarding your behavior and that of your inexperienced junior partner. I am going to contact the IRS to report the tax fraud, to which you are now an accomplice. Finally, I am going to notify the FBI regarding your systematic robbery of funds from the Frasier Family Trust, under the guise of legal representation, because you are not listening to the desires of your main client Dinny Frasier.

As you clearly know, Dinny and I have an agreement for me to pay her back the money that my father provided as 50% of the down payment for a concrete shell building. We agreed on that and were trying to negotiate a fair interest rate, although my mother initially did not want interest on the repayment. I offered the IRS Family loan rate for the period of the "loan" origination.

While Joe and Dinny provided \$350,000 as 50% of the down payment, I provided several hundred thousand dollars beyond that of my money for tenant improvements and other expenses and Joe and Dinny did not provide any additional money. How is the Trust now entitled to claim 50% ownership of the money that I provided? In what scenario, is that fair? You and everybody else heard Dinny say that my father was not my partner. He did not want to participate in any aspect of the building. My father did not claim the building on his income taxes as an asset or liability. So either he and Dinny committed tax fraud all those years or what I'm saying is true.

**You can't have it both ways. You can't claim 50% ownership of the building and then not pay any taxes.**

Because of your actions, this case is going to litigation. In my lawsuit, I plan to sue you personally for legal fees and damages. When the time comes and I am a beneficiary of the Trust, I will sue you for legal malpractice for not respecting my mother's wishes, or those of my father. You will have to deal with the IRS directly regarding your involvement in the tax fraud scheme.

I'm sorry that you allowed the negotiations to deteriorate by your lack of communication and actions. You did tell me during our initial conversation in February 2016, that any legal fees would be paid from the B trust funds. I saw then and I clearly see now why you had no urgency to settle this dispute. Being a lawyer is truly "having a license to steal." I hope you get personal satisfaction from that and in the overall scheme of things, you get what's coming to you.

Best regards,

Dr. Frasier

On Sun, Oct 2, 2016 at 8:30 AM, David Robertson <[g david@nvlawyers.com](mailto:g david@nvlawyers.com)> wrote:

Hi Dr. Frasier:

I have responded to your below email by communicating directly with your counsel.

Best regards,

G. DAVID ROBERTSON, ESQ.

ROBERTSON, JOHNSON, MILLER & WILLIAMSON

BANK OF AMERICA PLAZA

50 W. LIBERTY ST.

SUITE 600

RENO, NV 89501

(775) 329-5600 (VOICE)

(775) 348-8300 (FAX)

Email: [gdauid@nvlawyers.com](mailto:gdauid@nvlawyers.com)

Please visit our website at [www.nvlawyers.com](http://www.nvlawyers.com)

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**From:** Brad Frasier [<mailto:bfrasiermd@gmail.com>]

**Sent:** Friday, September 30, 2016 3:18 PM

**To:** David Robertson

**Cc:** Nicole Shrive ([nshrive@premiertrust.com](mailto:nshrive@premiertrust.com)); Judy Hamilton; Mike Sullivan; Nori Frasier; Dinny Frasier; Amy Frasier; [john@gonzalezcpa.com](mailto:john@gonzalezcpa.com); H. Brooks Travis; Rich Williamson

**Subject:** Re: Response from you.

Mr. Robertson:

I'm not going to authorize for Mr. Sullivan and his associate to participate in the court conference, which I view as a complete waste of time and money. The conference is only for the benefit of the lawyers' pocketbooks. I would ask that you not waste Dinny's and the Frasier Family Trust's money either. There has been very little progress since we started this conversation in February 2016. You have put off providing me with your position and documentation to support your position on many occasions and have dragged this out for your own financial benefit. You are simply taking advantage of an elderly widow who takes medication for cognitive impairment.

If you want to have a telephone conversation to avert litigation, then by all means let's have one. Otherwise, I don't need a court in Reno to tell me that I need to go to litigation.

Dr. Frasier

On Fri, Sep 30, 2016 at 2:29 PM, David Robertson <[gdavid@nvlawyers.com](mailto:gdavid@nvlawyers.com)> wrote:

Hi Doctor Frasier:

We share your frustration.

Mr. Travis finally sent his draft proposal four (4) days ago on Monday September 26, 2016. Unfortunately, the proposal was not complete and required Mr. Gonzalez to provide additional information. I then immediately sent an email to Mr. Gonzalez that same day (9/26) requesting that he provide the additional information, but he has not yet responded.

By copy of this email to Mr. Gonzalez, I am asking that he provide the additional information to me by no later than next Monday, October 3, 2016.

Obviously, we need that information in hand by Tuesday 10/4 before the status hearing on Wednesday 10/5 so we can report this positive development to the Judge.

Best regards,

David

G. DAVID ROBERTSON, ESQ.

ROBERTSON, JOHNSON, MILLER & WILLIAMSON

BANK OF AMERICA PLAZA

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**From:** Brad Frasier [<mailto:bfrasiermd@gmail.com>]

**Sent:** Friday, September 30, 2016 7:58 AM

**To:** David Robertson; Nicole Shrive ([nshrive@premiertrust.com](mailto:nshrive@premiertrust.com)); Judy Hamilton; Mike Sullivan; Nori Frasier; Dinny Frasier; Amy Frasier; [john@gonzalezcpa.com](mailto:john@gonzalezcpa.com); H. Brooks Travis

**Subject:** Response from you.

Mr. Robertson:

It's been 4 weeks since you indicated we would have a response regarding the medical building within one week. As you know, the court has recommended to proceed to litigation if we don't have a resolution by October. Let's all have a telephone conference as a last resort to avoid litigation. I know this is not in your best interest, but it would be best for Dinny, me and the family's trust.

Dr. Frasier

# **EXHIBIT 10**

# **EXHIBIT 10**

**Attachments:**

Letter to Mom with documents 11.23.14.pdf

----- Forwarded message -----

From: **Brad Frasier** <[bfrasiermd@gmail.com](mailto:bfrasiermd@gmail.com)>

Date: Thu, Feb 25, 2016 at 7:39 AM

Subject: Frasier Family Trust

To: David Robertson <[gdavid@nvlawyers.com](mailto:gdavid@nvlawyers.com)>, "Nicole Shrive ([nshrive@premiertrust.com](mailto:nshrive@premiertrust.com))" <[nshrive@premiertrust.com](mailto:nshrive@premiertrust.com)>, Dinny Frasier <[dinnyfrasier@juno.com](mailto:dinnyfrasier@juno.com)>, Richard Williamson <[rich@nvlawyers.com](mailto:rich@nvlawyers.com)>, Teresa Stovak <[teresa@nvlawyers.com](mailto:teresa@nvlawyers.com)>

David and Nicole,

Enclosed is a letter with supporting documents that I gave to my mom in November 2014, about a month after my dad died. My mom was very confused about many things as she went through my father's financial documents. She kept asking the same questions over and over, despite our explanations. Specifically, she kept asking about a promissory note that I signed for a \$200,000 loan my father provided for some of the tenant improvements (my business was going to borrow the money but my dad saw an opportunity and made \$25,000 on the deal).

In addition, my sisters were telling my mother things that weren't entirely accurate. For example, my sister Nori told my mom that "Dad bought Brad a building," when in fact he had provided \$325,000 as 50% of the down payment. Since my father had bought Amy and Nori their houses with cash out of his generosity and sense of fairness toward his children, Nori assumed he had done the same for me and she didn't realize there was a \$1.7 M mortgage on the building. Amy said all kinds of things, the details of which are beyond the capability of this e-mail.

I wrote the letter to give my mother concrete answers to her questions and clarify some of the misconceptions. I gave a copy to Amy and Bill and Nori. And now I'm giving a copy to you. For David, this is your discovery. The documents contain the names of my witnesses. As I mentioned to you previously, my father is my star witness, as he neither claimed the building as an asset or liability on his income taxes. This is direct evidence that he did not want to participate in the rental business aspect of the building. He was simply helping me out. He would be very disappointed in the events that have occurred since his death.

Despite the letter and supporting documents, my mother still had trouble understanding everything. Amy and Bill subsequently hid all of the documents from her, so I am sending her a copy; although I'm not sure that she still checks her e-mail. Please make sure she gets it and help her understand it.

After many discussions with my sisters, my mom decided that she wanted me to pay back the money for the loan without interest. I gave her \$50K as an initial payment, in December 2014, and was to provide the \$275K after she signed the quit claim deed. At about the same time, Bill found a new attorney and the deal that my

mother and I made was put on hold. Unfortunately, she thinks I reneged on the deal and has told this to me and several other people. She still thinks so. Please ask her about this.

I am willing to move forward with the agreement that my mother and I made in December 2014.

I also want an amicable and fair settlement and wish to respect my father's wishes.

Dr. Frasier



Bradley L. Frasier, M.D.

1645 Aryana Drive

Encinitas, California 92024

11/23/14

Dear Mom,

As you know, our family has different ideas as to how Dad wanted to treat the three real estate properties that you and he had either purchased for or helped purchase for Amy and Bill, Nori and Rick, and Patty and me. This letter is to clarify any misconceptions and correct any misinformation about the purchase of the property at 3609 Vista Way in Oceanside. I have enclosed documents from my accountants, Judy Hamilton and Louie Wong, and your accountant, Mark Toma, regarding tax discussions that took place in 2009, after the building was purchased in 2008. I have also enclosed a spread sheet that illustrates the money invested in the building by you and Dad, and Patty and me. Finally, an "options" document discusses various scenarios to resolve our different opinions.

The "memorandum to file" (document 1) was generated by Judy Hamilton (JH) 3/26/09 after Patty and I met with her for our annual tax planning session in March 2009. Judy arranged a three-way phone call with Dad, at which time Dad stated that he viewed the \$325,000 down payment that you and he had generously provided to help us purchase the building, as "part of Brad's inheritance." He told us that he did not want to receive interest that he would subsequently have to pay taxes on. There was some discussion about having your accountant file a gift tax return and having Dad execute a quit claim deed. A compensation schedule was proposed to provide you and Dad with tax-free income as repayment. The bank would not allow Dad to do the quit claim deed at that time because of the size of the loan, and for personal reasons, discussed in the next document, the quit claim was not performed.

The memorandum from Louie Wong (document 2), an accountant with Hamilton Accountancy, documents a meeting that Louie had with Dad at the building on 12/27/09. In the meeting, Dad indicated that he did not want to gift the money to Patty and me at that time because he wanted to provide a fair and similar gift to Amy and Nori, but did not want to gift them such a large amount at that time because he thought it would discourage them from working. He also reiterated that he did not want to be a partner in the building and did not want Amy and Nori to be "involved in Brad's building or medical business." There was some discussion about making the \$325,000 a loan with a small interest and monthly payments of approximately \$2,000 to avoid income tax consequences. Dad indicated that he would make provisions in his will to forgive the balance of the loan upon final disposition of the family trust. As we all know, Dad spoke with Henry Coopersmith on several occasions about his intentions to do this, but did not provide the property deeds that showed the properties were in the trust, so the will was not amended. I feel that in Dad's mind, he thought he had completed this, because when I asked him about it, he told me to contact Henry Coopersmith, "who had taken care of everything." Dad told me personally that after he died, the three respective properties that you and he had either purchased or helped us purchase were to go to Amy and Bill, Nori and Rick, and Patty and me, respectively.

The document "Loan from Joe Frasier" (document 3) notes the principal and interest payments of a \$200,000 loan that you and Dad loaned North Coast Urology to complete the tenant improvements on the building. The loan was paid off January 3, 2012 and provided you and Dad with \$25,201.05 in

interest income. For the record, the money (principal and interest \$225,201.05) was paid back into your account at Ironstone Bank. I know that you had some questions about where that money was located and what had happened to it. As I understand it, the money was used to purchase Nori's property and is approximately the cost of that property.

The recent email from Mark Toma (document 4) indicates that Mark and Dad had discussed the interest income from the loan to North Coast Urology during their annual tax interview process in 2009. Dad also mentioned owning 50% of the medical building but not wanting to show this as rental property on his tax return. Mark told Patty that Dad told him 'that the kids needed money and that he had loaned it to them.' This is further evidence of Dad's intentions.

The enclosed spreadsheet "Ocean Terrace Investment Spreadsheet" (document 5) shows the money that you and Dad and Patty and I invested in the 3609 Vista Way medical building. Prior to moving into the building in 2008, I paid rent for my medical practice from 1991 to 2008. When the opportunity to buy a building presented itself, I needed help with the down payment. In addition, the bank required more "net worth" than I had at the time, for such a large loan, and wouldn't give Patty and me the loan by ourselves. You and Dad generously provided \$325,000 to help purchase the building. You did not invest in North Coast Urology. Patty and I provided \$358,747 to cover the rest of the down payment and other closing costs. Patty and I invested additional money, totaling approximately \$222,676 to cover the expenses that are noted in the spreadsheet. Our total investment was approximately \$581,423. We have not asked you and Dad for additional money, because Dad had always considered the down payment as a loan or gift and not as an investment. Dad did not want income from the building and, as noted above, did not want interest on a loan that he would have to pay income tax on. This is additional evidence that the building was not operated as a partnership, but rather the money that you provided was for the down payment only.

You and Dad subsequently purchased properties for Amy and Bill, providing approximately \$368,000, and for Nori and Rick, providing \$235,000.

We have been advised by our accountants and attorney that for tax reasons, it might be best to take the medical building out of the estate to avoid having to pay a large federal and estate taxes. These projected taxes would have to be paid by your heirs and would depend on the total value of the Frasier Family Trust and the projected appreciation of the real estate and investment portfolio. We can all agree that Dad did not want to pay unnecessary taxes (and didn't like paying any taxes for that matter).

There are several options for resolving our different ideas as noted in the attached "Options" sheet (document 6). We may have other options after talking with your attorney and accountant.

Love,

Brad

## MEMORANDUM TO FILE

Brad and Patty Frasier have purchased a new office building and Brad's dad assisted with the down payment by putting in \$325,000. According to Joe Frasier, Brad's dad, he views it as part of Brad's inheritance and he really doesn't want to receive interest and then have to pay taxes on that interest, even if it's at a lower AFR rate.

After discussing several options, came up with the following which we felt would work out best for all parties:

- 1) Joe's tax preparer will file gift tax returns for Joe and his wife Dinny, reporting the \$325,000 as split gifts to Brad and Patty. Brad estimates his parents' total estate to be about \$3.5M and is set up with a trust to split into a by-pass trust; therefore, using some of their unified credit should not present future problems
- 2) To compensate Joe for the loss of income on the amount invested, Brad and Patty will make annual gifts to Joe and Dinny. Joe would like to have approximately \$25,000 per year. They will probably do \$2,000 per month in gifts back to Joe and Dinny which will be less than the reportable amount.
- 3) Discussed whether to do gift tax return for 2008 or 2009. Brad will discuss with Joe and also follow up with his tax preparer to make sure they get done. He is aware that they can exclude \$12,000 each to Brad and Patty for 2008 or \$13,000 if they decide to report in 2009.
- 4) Joe will execute a quit claim deed to transfer his interest in the property back to Brad and Patty

CLIENT: Frasier, Brad & Patty

DATE: 3/26/09

Attendees (if meeting): Brad & Patty Frasier  
Joe Frasier (via phone)

HAC STAFF: JH

(1)

## Louie Wong

**Subject:** Meeting with Joe Frasier re. gift of down payment and building interest to Joe  
**Entry Type:** Meeting  
**Company:** North County Urology  
  
**Start:** Mon 12/7/2009 9:00 AM  
**End:** Mon 12/7/2009 9:00 AM  
**Duration:** 0 hours

Met with Joe at the new offices of NCU to discuss the resolution of his gift/loan of \$325,000 to Brad and Patty, which was 1/2 of the deposit used by Brad and Patty to buy their new office building. Joe co-signed the loan, but unlike Brad, did not make a personal guarantee. We talked about our previous plan to have Joe file a gift tax return to claim the \$325,000, and have Brad and Patty pay Joe a monthly "gift" of \$2,000 each month, which would not be subject to tax for Joe, since it stays under the annual gift exclusion. Was finally able to figure out why Joe did not go forward with this course.

Joe talked about his plans for the distribution of his estate to his children (inheritance plan) after his and his wife's passing. During this discussion, Joe was able to communicate that although he wants to gift the \$325,000 to Brad, he does not want to do it now, and at the exclusion of giving his other two daughters a similar gift.

Joe has three kids - Brad, another daughter who is unemployed, but financially stable, and a third daughter (Joe called her a "flower" child), who is not financially stable. Joe does not want to give them each of them a large sum of money at this point, and does not want his third daughter to get by without working. He reiterated that he does not want to be a "partner" in the building, and does not want to hamper Brad with a large repayment of the deposit, which he lent Brad with the intention of gifting it after their passing.

I told Joe that the amount of the transaction (\$325,000) was large enough that he would either have to declare it as a gift or loan. We also noted the bank's reluctance to allow Joe's name off of the loan, but Joe believes that once market conditions improved, and they actually had some equity in the building, the bank would be more accommodating. I told him that based on the circumstance, I would recommend that we set up the \$325,000 as a loan, with the roughly \$2,000 monthly payments to factor in the smallest available interest, on which Joe would have to pay income tax on. I told him that Brad would, at some point, see a benefit from the interest payments to him. I would check with Judy to see if she had any thoughts on this.

Joe didn't know his tax rate, but estimated roughly \$200,000 in annual gross income, none earned.

Joe mentioned that he would make provisions in his will to note the loan, and to forgive the balance upon both their passing. He would so gift the net interest in the building to Brad, as he would not want the other two sisters involved in Brad's building, or medical business. Joe also lent the business roughly \$200,000, which the business is paying him back on a monthly basis with interest.

North Coast Urology  
 Loan from Joe Frasier  
 Principal \$ 200,000  
 Int. Rate 6%

	Principal Payment	Interest	Balance	
			\$ 200,000.00	
11/01/08	2,866.56	1,000.00	\$ 197,133.44	From CF7
12/01/08	2,880.89	985.67	\$ 194,252.55	From CF7
12/31/09	44,942.90	10,525.03	\$ 149,309.65	From QB & CF7.1
12/31/10	64,804.27	7,195.73	\$ 84,505.38	From QB
12/05/11	10,000.00	-	\$ 74,505.38	From QB
12/31/11	67,179.37	2,820.63	\$ 7,326.01	From QB
01/03/12	7,326.01	2,673.99	\$ 0.00	From QB
Total	200,000.00	25,201.05		

(3)

Document 4

**RE: Joe Frasier estate**

From: Mark Toma <Mark@ttcpa.com>  
To: thefrasmd <thefrasmd@aol.com>  
Date: Fri, Nov 21, 2014 4:06 pm

Patty,

I received your voice message today. I do not have anything in writing from Joe regarding the medical office building.

The only information I received was during our tax interview process for their 2009 individual income tax return. Joe mentioned receiving interest income from his son on a medical building loan of \$200,000. He also mentioned owning 50% of the medical building and not showing as rental property on his individual income tax return.

Thanks

Mark Toma

Thoerner & Toma CPA's

1130 Roosevelt

Irvine, CA 92620

Phone (949) 863-9900

Fax (949) 863-9926

email - mark@ttcpa.com

(4)

Ocean Terrrace Investment

<b>Initial Money Invested</b>						
Brad and Patty	\$358,747					
Joe and Dinny	\$325,000					
<b>Building Expenses</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>Total</b>
Property/Liability Ins.	\$3,461	\$2,829	\$2,212			\$8,502
Mortgage	\$72,887					\$72,887
Association Dues	\$4,645	\$3,376	\$2,668			\$10,689
Taxes	\$13,358	\$10,220	\$9,519			\$33,097
Cleaning		\$75				\$75
Construction testing	\$400					\$400
Maintenance			\$2,800			\$2,800
Broker Fees			\$9,836			\$9,836
Tenant improvements	\$84,072					\$84,072
Att&T	\$136					\$136
SDG&E	\$182					\$182
					<b>Total</b>	<b>\$222,676</b>
<b>Total Money Invested</b>						
Joe and Dinny	\$325,000					
Brad and Patty						
Initial Investment	\$358,747					
Building Expenses	\$222,676					
<b>Total</b>	<b>\$581,423</b>					

(5)

Options:

- 1) Treat the amount that was provided for purchase of the properties as part of that heir's inheritance:

Amy \$368,000 (or whatever the true number is)

Nori \$235,000 (or whatever the true number is)

Brad \$325,000

Through the "Unified Credit," one may give up to \$5.3 million (\$10.6 million per couple) without tax consequences. The properties may be gifted in this manner. I think this is the easiest way and the one that Dad had in mind. It would avoid having to acquire an expensive appraisal. The appraisal of a commercial real estate building is between \$5000 - \$10,000. An appraisal does not have to be performed if the property is gifted or considered a loan.

- 2) Treat my \$325,000 as a loan. We may pay it back with interest. Mark Toma said he could set this up for you with a low-interest rate to avoid taxes.
- 3) Treat the \$325,000 as an inheritance. If you quit claim your interest in the building, we may pay you \$28,000 per year, tax-free, for a mutually agreed upon period of time. This would include compensation for the time Dad spent supervising the tenant improvement project. I've told you before that he loved doing that and everybody loved him. He even volunteered to be on the board of the building's association.
- 4) Keeping the medical building in the trust and treating it like an investment is not what Dad had in mind and could potentially hurt all of us economically, if the value of the estate goes over \$10.6 million. But if you wanted to do that, we would have to settle up on the amount invested, which would require an additional \$128,212, investment on your part plus the appraisal cost. Our current mortgage obligation is around \$1,733,000.

(6)



# EXHIBIT 11

# EXHIBIT 11

**From:** Brad Frasier <bfrasiermd@gmail.com>  
**Sent:** Thursday, December 01, 2016 7:54 PM  
**To:** David Robertson  
**Cc:** Mike Sullivan; Dinny Frasier; Frasierdinny@gmail.com; Nicole Shrive (nshrive@premiertrust.com); Rich Williamson; H. BROOKS TRAVIS (HBTravis.Law@cox.net); David Sherak; Scott Hernandez; Teresa Stovak; Nori Frasier (nori\_frasier@hotmail.com); Amy Frasier (digitalmermaid8@gmail.com)  
**Subject:** Re: Frasier Trust Status Conference - EVERYONE PLEASE READ ASAP!!!!

I will be attending. I will be silent until the judge asks for questions and then I will speak up. I will specifically ask the judge why we have not received a position statement from the Trustees. I will say that I am not even sure why we need to have a mediation, if we don't even know what their position is. Maybe we already agree and can avoid the mediation.

It will be made clear that my attorney, Mike Sullivan, has asked Mr. Robertson for a position statement on many occasions and he has ignored our requests.

It will be made clear that we have offered on many occasions to settle this dispute without having to incur the expense of litigation or mediation, and Mr. Robertson has not responded to our offers. The last response was, 'we will contact our accountants about the proposed interest rate for the repayment of the loan.'

Mr. Robertson previously deferred the settlement to Mr. Travis. Mr. Travis is no longer the Family's estate attorney. We are going to contact Dinny's new attorney, Barry Resnick, who has indicated that he wants to respect Dinny's wishes and settle this issue. We are all tired of it and want to move on with our lives. Dinny especially wants to resolve this issue. Nori says that Dinny cries on a nightly basis about this "lawsuit," which isn't even a lawsuit, because no lawsuit was ever filed. Why is Mr. Robertson now taking a primary role and preventing this from being settled?

I know the attorneys do this for a living and get paid more money the longer they can drag it out. If this isn't a conflict of interest, I don't know what is. We just want to move on with our lives. Have some decency, Mr. Robertson. Do the right thing. Give us a position statement and respond to our settlement offer.

Dr. Frasier

On Thu, Dec 1, 2016 at 3:46 PM, David Robertson <[gdavid@nvlawyers.com](mailto:gdavid@nvlawyers.com)> wrote:

Hi Mike:

Please see the attached file-stamped copy of the Setting Form for the Status Conference next Tuesday December 6, 2016 at 3:00 p.m. As we discussed, we have set up this Status Conference in a way that any interested person can participate. By this email we are providing all known interested persons with a copy of the Setting Form and directions regarding how to participate.

EVERYONE: THERE WILL BE A STATUS CONFERENCE HELD BEFORE THE HONORABLE JUDGE JERRY POLAHA NEXT TUESDAY (12/6) AT 3:00 P.M. PST. AT THAT CONFERENCE WE WILL DISCUSS DATES FOR THE MEDIATION AND WHERE IT SHOULD BE HELD. AT THIS POINT WE ARE RECOMMENDING THAT IT BE HELD IN ORANGE COUNTY SO DINNY CAN ATTEND. WE WILL LIKELY ALSO DISCUSS OTHER DATES, SUCH AS DISCOVERY DATES FOR THE UPCOMING TRIAL IF NO SETTLEMENT CAN BE REACHED. THE ATTORNEYS FOR THE TRUSTEES (MYSELF AND RICHARD WILLIAMSON) AND DR. FRASIER'S ATTORNEY (MIKE SULLIVAN) WILL ATTEND THE STATUS CONFERENCE IN PERSON. YOU ARE INVITED TO ATTEND TELEPHONICALLY. TO DO SO, FOLLOW THE DIRECTIONS ON THE ATTACHED SETTING FORM HIGHLIGHTED AT THE BOTTOM OF THE PAGE. YOU MUST CALL IN BETWEEN 2:55 P.M. AND 3:00 P.M. PST TO ATTEND. CALLS PLACED AFTER 3:00 P.M. PST MAY NOT BE ALLOWED TO PARTICIPATE.

IF YOU JOIN THE CALL PLEASE REMEMBER THAT THIS IS A JUDICIAL PROCEEDING. PLEASE MUTE YOUR TELEPHONE AT ALL TIMES DURING THE CONFERENCE EXCEPT WHEN YOU ARE SPEAKING. YOU ARE NOT ALLOWED TO SPEAK UNLESS ASKED BY THE JUDGE. PLEASE REMAIN SILENTLY ON THE LINE AT THE BEGINNING OF THE CALL WHILE THE JUDGE AND ATTORNEYS ARE SPEAKING. BE ASSURED THAT YOU WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OR MAKE COMMENTS AT THE END OF THE CONFERENCE WHEN THE JUDGE ALLOWS FOR PEOPLE ON THE TELEPHONE TO SPEAK (ASSUMING THAT YOU HAVE NOT INTERRUPTED THE PROCEEDINGS IN WHICH CASE THE JUDGE MAY NOT ALLOW YOU TO SPEAK FURTHER).

NO DECISIONS ARE EXPECTED AT THIS CONFERENCE EXCEPT FOR TIMING AND LOCATION OF THE MEDIATION AND PERHAPS OTHER SCHEDULING MATTERS. THIS IS STRICTLY A STATUS CONFERENCE TO DISCUSS SCHEDULING - NOT A HEARING TO MAKE ANY DECISION ABOUT ANY DISPUTE(S) OR GRIEVANCE(S) YOU MAY HAVE. YOU ARE NOT REQUIRED TO ATTEND THIS TELEPHONE CONFERENCE. YOU ARE PRIMARILY BEING INVITED TO JOIN BECAUSE IF YOU DO NOT PARTICIPATE IN THE CALL THEN THE MEDIATION MAY BE SCHEDULED WITHOUT CONSULTING YOUR CALENDAR, AND IT COULD THEREFORE BE SET AT AN INCONVENIENT TIME FOR YOU.

The hearing is not expected to last more than 15 – 30 minutes. Please feel free to reply all or just to me with any question or comments you may have.

Best regards,

G. DAVID ROBERTSON, ESQ.

ROBERTSON, JOHNSON, MILLER & WILLIAMSON

BANK OF AMERICA PLAZA

50 W. LIBERTY ST.

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Email: [gdauid@nvlawyers.com](mailto:gdauid@nvlawyers.com)

Please visit our website at [www.nvlawyers.com](http://www.nvlawyers.com)

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# EXHIBIT 12

# EXHIBIT 12

----- Forwarded message -----

From: **Brad Frasier** <[bfrasiermd@gmail.com](mailto:bfrasiermd@gmail.com)>

Date: Fri, Aug 26, 2016 at 5:19 PM

Subject: Frasier Trust

To: David Robertson <[gdauid@nvlawyers.com](mailto:gdauid@nvlawyers.com)>

Mr. Robertson,

I called you for an update on the status of the negotiations several days ago and have not heard back from you. I left another phone message today. It's been almost 7 months (and tens of thousands of dollars in legal fees) since we started our initial conversation and we are not any closer to a resolution.

I proposed a fair settlement (please see my previous e-mail for details of my offer) some time ago and we still have not heard anything from you as to what you want and what Dinny and Nicole want. You have spoken with the accountants and with Dinny, and you should have had enough time to formulate a plan or counter proposal.

Please let Dinny, Nicole, and Mr. Gonzalez know that they have a problem with the IRS either way they go that does not involve simply filing a gift tax return. I know that Dinny does not want to give any gifts, but I would hope that you, as her attorney, would counsel her as to the ramifications of doing the alternative options. Please also tell her that we will make every effort to include all her possessions in her casket but there are obviously space restrictions that prevent us from including everything.

Dinny, Nicole and Mr. Gonzalez either have to file an amended tax return for 2015 or for 2008 - 2014. As her attorney, I hope you see the wisdom and advantage of amending one year's tax return vs. 7 years of tax returns. The former erroneous claim may be looked at as a mistake by a sympathetic IRS agent, while the latter would certainly draw the suspicion of tax fraud, and involve penalties, legal fees, accounting fees, and perhaps criminal prosecution. And if my parents committed tax fraud on their returns for 2008 - 2014, then I might be suspected to have done so, as well. This would leave me no choice but to file a lawsuit for the legal, accounting, and IRS penalties. We have ample evidence of what Joe Frasier did and what he wanted, so we would win that case.

**Please make sure Dinny understands this dilemma.** I have found that she has limited capacity to understand simple financial transactions and can't remember our conversations after we discussed them. Whether you want to acknowledge it or not, and I know that you don't, she has cognitive impairment and has been taking medication for "dementia" (that's what it says it is for on the bottle of medication that she takes) for about 5 years.

Please let me know your thoughts and disagreements with my previous position. Please let me know what Dinny and Nicole want. Let's move forward and resolve this issue.

Dr. Frasier

**CODE: 3835**  
G. DAVID ROBERTSON, ESQ. (NV Bar 1001)  
RICHARD D. WILLIAMSON, ESQ. (NV Bar 9932)  
JONATHAN J. TEW, ESQ. (NV Bar 11874)  
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Telephone No.: (775) 329-5600  
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*Attorneys for Petitioners,*  
*Co-Trustees Dinny G. Frasier and Premier Trust, Inc.*

**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]

**STATUS REPORT**

COME NOW Premier Trust, Inc. and Dinny Frasier, co-trustees of the Jordan Dana Frasier Family Trust ("Co-Trustees"), by and through their attorneys of record, Robertson, Johnson, Miller & Williamson, and pursuant to the Order Accepting Random Assignment and Order to File, entered herein on January 30, 2017, hereby submit this Status Report.

A mediation was conducted with all interested parties present on January 27, 2017, at the JAMS office located in Orange, California. At such mediation, the parties reached a tentative settlement of the issues now pending before this Court. Except for one, all signatures on the tentative settlement agreement have been received. The Co-Trustees are advised that the final signature was recently received and is currently in the possession of the mediator. Therefore, the mediator should have a fully-executed copy of the tentative settlement agreement.

The parties are working through the process of converting the tentative agreement terms into a formal settlement document, which is expected to be completed within thirty (30) days. The final settlement agreement is anticipated to resolve all of the currently-pending disputes in this action.



1 The Co-Trustees suggest that a status conference be scheduled for late March to assess  
2 the parties' progress on the settlement agreement if the matter has not been resolved by then.

3 **Affirmation**

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

6 Dated this 24<sup>th</sup> day of February, 2017.

7 ROBERTSON, JOHNSON,  
8 MILLER & WILLIAMSON  
9 50 West Liberty Street, Suite 600  
Reno, Nevada 89501  
(775) 329-5600

10 By: /s/ G. David Robertson  
11 G. David Robertson, Esq.  
12 Richard D. Williamson, Esq.  
13 Jonathan J. Tew, Esq.  
14 *Attorneys for Dinny G. Frasier and*  
15 *Premier Trust, Inc.*  
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1 **Code: 2540**  
2 Michael E. Sullivan, Esq. (SBN 5142)  
3 msullivan@rbsllaw.com  
4 Scott L. Hernandez, Esq. (SBN 13147)  
5 shernandez@rbsllaw.com  
6 **Robison, Belaustegui, Sharp & Low**  
7 A Professional Corporation  
8 71 Washington Street  
9 Reno, Nevada 89503  
10 Telephone: (775) 329-3151  
11 Facsimile: (775) 329-7169  
12 *Attorneys for Bradley Frasier*

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

11 In the Matter of the  
12 JORDAN DANA FRASIER FAMILY TRUST,

Case No.: PR16-00128  
Dept. No.: PR

14 **NOTICE OF ENTRY OF ORDER**

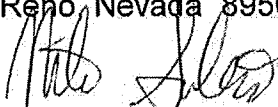
15 PLEASE TAKE NOTICE that on the 6th day of July, 2017, this Court filed an  
16 Order Granting Motion to Approve and Enforce Settlement Agreement and Vacate Trial  
17 Date in the above referenced matter. Attached hereto as **Exhibit "1"** is a true and  
18 correct copy of said Order.

19 **Pursuant to NRS 239B.030**

20 The undersigned does hereby affirm that this document does not contain the  
21 social security number of any person.

22 DATED this 24th day of July, 2017

24 **ROBISON, BELAUSTEGUI, SHARP & LOW**  
25 A Professional Corporation  
26 71 Washington Street  
27 Reno, Nevada 89503

28   
Michael E. Sullivan, Esq.  
Scott L. Hernandez, Esq.  
*Attorneys for Bradley Frasier*

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, BELAUSTEGUI, SHARP & LOW, and that on this date I caused a true copy of **NOTICE OF ENTRY OF ORDER** to be served on all parties to this action by:

  X   placing an original or true copy thereof in a sealed, postage prepaid, envelope in the United States mail at Reno, Nevada to the following:

Kristin Caverly, Esq.  
12750 High Bluff Drive, Suite 300  
San Diego, California 92130

Barnet Resnick, Esq.  
David A. Sherak, Esq.  
P.O. Box 7849  
Newport Beach, CA 92658-7849

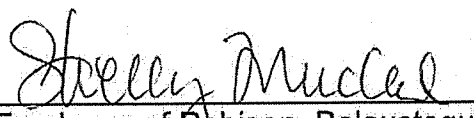
Amy Frasier Wilson  
10 Via Sonrisa  
Mission Viejo. CA 92692

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

  X   by using the Court's CM/ECF Electronic Notification System addressed to:

Patrick R. Millsap, Esq.  
F. McClure Wallace, Esq.  
Richard D. Williamson, Esq.  
G. David Robertson, Esq.  
Jonathan J. Tew, Esq.

Dated this 24<sup>th</sup> day of July, 2017.

  
Employee of Robison, Belaustegui,  
Sharp & Low

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LIST OF EXHIBITS

Pages

1. Order Granting Motion to Approve and Enforce Settlement Agreement and Vacated Trial Date, filed July 6, 2017

5

# EXHIBIT 1

# EXHIBIT 1

1 **CODE: 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)  
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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.*

12  
13 **IN THE SECOND JUDICIAL DISTRICT COURT**  
14 **IN AND FOR THE COUNTY OF WASHOE, STATE OF NEVADA**

15 In the Matter of the Case No. PR16-00128  
16 JORDAN DANA FRASIER FAMILY TRUST Dept. No. 15 [PR]

17 **ORDER GRANTING MOTION TO APPROVE AND ENFORCE SETTLEMENT**  
18 **AGREEMENT AND VACATE TRIAL DATE**

19 **I. Procedural History**

20 On April 14, 2017, Dinny Frasier, in her individual capacity, filed a Motion to Approve  
21 and Enforce Settlement Agreement and Vacate Trial Date ("Motion"), and, on April 17, 2017,  
22 further filed an Ex-Parte Motion for Order Shortening Time Regarding Motion to Enforce  
23 Settlement Agreement and to Vacate Trial ("Ex-Parte Motion"). On April 19, 2017, this Court  
24 ruled on the Ex-Parte Motion by issuing an Order vacating the trial date and setting an  
25 evidentiary hearing to commence on May 8, 2017 regarding enforceability of the Settlement  
26 Agreement. On April 21, 2017, the parties stipulated that the evidentiary hearing be continued to  
27 May 9, 2017, and the Court granted that continuance on April 24, 2107.

28 Prior to the hearing, the Court carefully reviewed the entire Court file, including the Pre-  
Hearing Statements submitted by the co-trustees (Premier Trust and Dinny Frasier in her trustee  
capacity), Bradley Frasier and Dinny Frasier in her individual capacity.

The hearing was held on May 9, 2017. Present at the hearing were Nicole Shrive, a  
representative of co-trustee Premier Trust, G. David Robertson, Esq. appearing on behalf of

**ORDER GRANTING MOTION TO APPROVE AND ENFORCE SETTLEMENT AGREEMENT  
AND VACATE TRIAL DATE**

PAGE 1

1 Premier Trust and Dinny Frasier in her capacity as co-trustee, Barnet Resnick, Esq. and Courtney  
2 O'Mara, Esq. appearing on behalf of Dinny Frasier in her personal capacity, Bradley Frasier and  
3 his counsel Mike Sullivan, Esq. and Kristen Caverly, Esq., Nori Frasier, representing herself *in*  
4 *pro per*, and Amy Frasier Wilson also representing herself *in pro per*. At the evidentiary hearing  
5 the Court considered the Motion and multiple ancillary issues relating thereto. The Court took  
6 evidence at the hearing in the form of oral statements from the three Frasier children, i.e., Amy,  
7 Nori and Bradley. The Court further heard arguments from counsel on both the Motion and also  
8 the ancillary issues. This Order addresses only resolution of the Motion; the ancillary issues are  
9 addressed in a separate Order.

## 10 **II. Factual History**

11 Pursuant to Judge Polaha's Order at the December 6, 2016 status conference, co-trustees'  
12 counsel arranged for a mediation to occur in Orange, California before the Honorable Justice  
13 Jeffrey King (ret.). The primary purpose of the mediation was to resolve certain disputes  
14 surrounding a medical building owned jointly by the Jordan Dana Frasier Family Trust, as  
15 amended, and all other trusts created thereunder (collectively, the "Trusts") and Bradley Frasier,  
16 son of Jordan Frasier and Dinny Frasier. Present at the mediation were Nicole Shrive, on behalf  
17 of co-trustee Premier Trust, Dinny Frasier, in her capacities as both a co-trustee and personally,  
18 G. David Robertson, Esq. appearing on behalf of Premier Trust and Dinny Frasier in her co-  
19 trustee capacity, Barnet Resnick, Esq. appearing on behalf of Dinny Frasier in her personal  
20 capacity, Bradley Frasier and his counsel Kristen Caverly, Esq., Nori Frasier, representing  
21 herself *in pro per*, and Amy Frasier Wilson, also representing herself *in pro per*.

22 The mediation resulted in a two-page document entitled "Settlement Agreement" which  
23 recited the material terms of the settlement reached and was ultimately signed by all of the  
24 parties and, where applicable, their counsel.

25 The parties to the Settlement Agreement contemplated that a further agreement would be  
26 prepared after the mediation to provide guidance regarding certain details of the settlement.  
27 Although the parties were unable to agree upon the more detailed document, such was not  
28 required by the Settlement Agreement. As a result of the parties' inability to reach a more

1 detailed agreement, Dinny Frasier, in her individual capacity, brought the Motion to enforce the  
2 original two-page Settlement Agreement, asserting that it contains all material terms needed to  
3 enforce the settlement.

4 **III. Findings of Fact**

5 In addition to the documents noted above, the Court has also reviewed all evidence and  
6 argument presented at the May 9, 2017 hearing. After considering same, the Court makes the  
7 following factual findings.

8 First, the parties do not dispute that they all signed the Settlement Agreement following  
9 the mediation with Justice King. While Amy Frasier Wilson and Nori Frasier represented  
10 themselves *in pro per* at the mediation, both have acknowledged that they had an opportunity  
11 following the mediation to retain counsel to review the Settlement Agreement. In addition, the  
12 Settlement Agreement provides substantial immediate – albeit initially unequal – benefits to all  
13 three of the Frasier children, with a later equalization mechanism to resolve this inequity. Thus,  
14 each of the children had a reasonable basis and incentive to agree upon the material terms set  
15 forth in the Settlement Agreement.

16 The primary concerns and issues of fact now raised by certain of the parties regarding the  
17 Settlement Agreement are: 1) whether the gerontologist must be Court appointed; 2) whether the  
18 appraiser must be Court appointed; 3) who will bear the tax consequences of the transactions set  
19 forth in the Settlement Agreement; 4) timing of the equalizing payments and 4) whether the  
20 distribution to Amy Frasier Wilson will be free of trust.

21 The first three of these issues are easily resolved by reference to the Settlement  
22 Agreement itself. The agreement does not require Court appointment of either the gerontologist  
23 or appraiser. Further, the agreement specifically states that Trust B is to bear the tax  
24 consequences of these transactions. Thus, there is no legitimate dispute regarding those issues.

25 The Settlement Agreement is silent as to the fourth issue regarding whether the  
26 equalization payments will occur as part of this transaction or later upon the death of Dinny  
27 Frasier. All parties at the hearing acknowledged that they contemplated the latter distribution,  
28



1 and the Court accepts that representation. Regardless, the Court finds that the timing of this  
2 event is not a material term of the Settlement Agreement.

3 Finally, as to distribution of the Mission Viejo property to Amy Frasier Wilson free of  
4 trust, all parties at the hearing acknowledged this was the intent of the Settlement Agreement,  
5 and the Court accepts that representation.

6 Because Dinny Frasier was not present at the hearing, the Court requested that after the  
7 hearing Mr. Resnick inquire whether she agreed the equalizing payments should occur upon her  
8 death and if the property distribution to Amy Frasier should be free of trust. The Court then set a  
9 telephonic conference for April 16, 2017 to discuss her responses. As noted in the Minutes of  
10 said conference, Mr. Resnick advised that Dinny Frasier agreed the equalizing payments should  
11 be made upon her death and that the distribution to Amy Frasier Wilson under the Settlement  
12 Agreement be outright and free of trust.

13 Thus, as to the five above-listed concerns and disputed issues of fact raised by the parties,  
14 the Court finds as follows: 1) the gerontologist need not be Court appointed; 2) the appraiser  
15 need not be Court appointed; 3) Trust B shall bear all tax consequences of the transactions set  
16 forth in the Settlement Agreement; 4) the equalizing payments shall be made upon the death of  
17 Dinny Frasier; and 5) the Mission Viejo property shall be distributed to Amy Frasier Wilson  
18 outright and free of trust.

19 **IV. Conclusions of Law**

20 1. This Court has jurisdiction over the Trusts and co-trustees as established by prior  
21 Order of this Court.

22 2. The parties to the Settlement Agreement required this Court to approve said  
23 Agreement and therefore submitted to the jurisdiction of the Court with respect to such approval.

24 3. Significant Nevada law requires that the Settlement Agreement be enforced if the  
25 parties thereto agreed to all of its material terms. See generally Grisham v. Grisham, 128 Nev.  
26 \_\_\_, 289 P.3d 230 (2012); May v. Anderson, 121 Nev. 668, 119 P.3d 1254 (2005).

27 4. The Settlement Agreement contains all material terms required to effectuate the  
28 settlement contemplated.

5. The Settlement Agreement shall therefore be enforced as written, subject only to the clarifications that all equalization payments shall occur upon Dinny Frasier's death, and that Amy Frasier Wilson shall receive the Mission Viejo property and her equalizing payment(s) outright and free of trust.

IT HEREBY IS SO ORDERED

Dated this 6<sup>th</sup> day of July, 2017.

D. A. Hery  
District Judge