IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE JORDAN DANA FRASIER FAMILY TRUST AMY FRASIER WILSON, Appellant, vs. U.S. BANK WEATH MANAGEMENT; BRADLEY L. FRASIER, M.D.; STANLEY H. BROWN, JR.; CHAPMAN UNIVERSITY; TEMPLE BETH SHALOM; IRVINE COMMUNITY ALLIANCE FUND; ASPCA; ST. JUDE CHILDREN'S RESEARCH HOSPITAL; NORI FRASIER; SARA CADY; DANIELLE FRASIER AROESTE; ELIOT CADY; ELISSA CADY; BRENDAN FRASIER; AND PREMIER TRUST, INC., Respondents.	Supreme Court No.: 87572 District Court Case No.: PR16-00128 **RESPONSE TO DOCKETING STATEMENT** (Named Parties and Issues on Appeal)

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Elizabeth A. Brown
Clerk of Supreme Court

Named Respondents: Premier Trust, Inc. is a prior trustee and not a properly named party relevant to the appeal.

Issues on Appeal: i. and ii. are the same issue.

iii. *Does Nevada law preclude the District Court from modifying a spendthrift provision in a Trust*: The Trust is controlled by California law, which, as to the issue presented, is consistent with Nevada law. If looking to Nevada law, NRS 164.940 provides that a nonjudicial settlement agreement must be entered into by all indispensable parties and that such an agreement "is void to the extent it violates a material purpose of the trust and to the extent it includes terms and conditions that could not be properly approved by the court, as defined in NRS 132.116, under the law governing the trust instrument." Thus, the issue, if Nevada law were to control, is dictated by statute, precluded modification, and is not novel.

iv. *Did the District Court, after authorizing an ordering in 2018 the modification of the irrevocable Family Trust to reflect a settlement agreement, and approving the 2023 a separate*

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settlement agreement with in part effectively modifies another then irrevocable trust (the Survivor's Trust), err or otherwise abuse its discretion in not modifying the Exemption Trust to conform with the latter settlement agreement: The issue as stated is falsely premised. The 2018 modification of the Survivor's Trust was by agreement of the surviving settlor and sole trustee prior to her death and the latter settlement was not a modification of a spendthrift provision but was premised upon confirmation of the charities' beneficial rights and their choice to expend funds they were rightfully entitled to for purposes of settlement.

v. *Did the District Court fail to consider Amy's change in circumstances with regard to her medical condition when deciding not to approve the 2023 Settlement with respect to the Exemption Trust:* Amy's "medical condition" was never brought forth to be adjudicated.

v. [sic] *Did the District Court err by allocating Survivor's Trust personal property to the Exemption Trust . . .* : other than an identified vehicle and golf cart, which were allocated to Amy via the Survivor's Trust, no personal property had been allocated to the Survivor's Trust.

vi. *Did the District Court err by deeming the contested Fifth Amendment as the operating document for the Survivor's Trust rather than the 2023 Settlement Agreement:* See above with regard to Issue on Appeal iv. No outright distribution to Amy could have been made if the Fifth Amendment was not deemed controlling.

VERIFICATION

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

AFFIRMATION

I, the undersigned, pursuant to NRS 239B.030, hereby affirm that the foregoing document submitted for filing does not contain the social security number of any person.

Dated this 1st day of December 2023.

Signed in Washoe County, Nevada

By: /s/ Patricia Halstead
Counsel for U.S. Bank Wealth Management

CERTIFICATE OF SERVICE

I certify that I served a copy of this Response to Docketing Statement upon all counsel of record via the Supreme Court's eflex system and by U.S. Mail as follows:

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Dated this 4th day of December 2023.

/s/ Martina Beatty