Case No. 87572

IN THE SUPREME COURT OF NEVADA

In the MATTER OF THE JORDAN DANA FRASIER FAMILY TRUST

AMY FRASIER WILSON,

Appellant,

v.

U.S. BANK WEALTH MANAGEMENT; BRADLEY L. FRASIER, M.D.; NORI FRASIER; STANLEY H. BROWN, JR., Special Administrator, ESTATE OF DINNY FRASIER; CHAPMAN UNIVERSITY; TEMPLE BETH SHOLOM OF ORANGE COUNTY, INC.; IRVINE COMMUNITY ALLIANCE FUND; AMERICAN SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS; ST. JUDE CHILDREN'S RESEARCH HOSPITAL, INC.; SARA CADY; DANIELLE FRASIER AROESTE; ELIOT CADY; ELISSA CADY; and BRENDAN FRASIER,

Respondents.

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Elizabeth A. Brown
Clerk of Supreme Court

APPEAL
from the Second Judicial District Court, Washoe County
The Honorable Tammy Riggs, District Judge
District Court Case No. PR16-00128

APPENDIX TO APPELLANT'S OPENING BRIEF
VOLUME 6 OF 6

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CERTIFICATE OF SERVICE

I certify that I am an employee of SOLOMON DWIGGINS FREER & STEADMAN, LTD. and that on the 22nd day of April, 2024, **APPELLANT'S OPENING BRIEF** ("Brief"), and **APPELLANT'S APPENDIX (VOLUMES 1-6)** ("Appendix") were filed electronically with the Clerk of the Nevada Supreme Court, and that I caused a true and correct copy of the Brief and Appendix to the following in the manner set forth below:

Via:

[XXX] E-Service by eFlex:

Patricia Halstead, Esq. HALSTEAD LAW OFFICES 615 S. Arlington Avenue Reno, Nevada 89509 *Counsel for U.S. Bank Wealth Management, Trustee*	Patrick Millsap, Esq. WALLACE & MILLSAP 510 W. Plumb Lane, Ste. A Reno, Nevada 89509 *Attorneys for Stanley Brown, Special Administrator, Estate of Dinny Frasier*
Ryan J. Earl, Esq. LAW OFFICES OF RYAN J. EARL 548 W. Plumb Lane, Suite B Reno, Nevada 89509 *Counsel for Chapman University; Temple Beth Sholom of Orange County, Inc.; Irvine Community Alliance Fund; American Society for Prevention of Cruelty to Animals; and St. Jude Children's Research Hospital*	G. David Robertson, Esq. Richard Williamson, Esq. ROBERTSON, JOHNSON, MILLER & WILLIAMSON 50 W. Liberty St., Ste 600 Reno, Nevada 89501 *Attorney for Premier Trust, Inc. former Trustee*

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Danielle Frasier Aroeste 7232 Sitio Arago Carlsbad, California 92009	Brendan Fraiser 3585 Brook Street, Apartment 7 Lafayette, California 94549
Mark G. Simons Simons Hall Johnston PC 690 Sierra Rose Dr Reno, Nevada 89511	Dr. Sara Cady 1181 Reading Drive, Apartment 5308 Montgomery, Illinois 60538
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/s/ Terrie Maxfield
An Employee of SOLOMON DWIGGINS FREER & STEADMAN, LTD.

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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.: 15**

NOTICE OF AMY FRASIER WILSON'S FULLY EXECUTED SETTLEMENT AGREEMENT

Amy Frasier Wilson, ("Amy") by and through her undersigned counsel submits the following fully executed Settlement Agreement in support of the Joint Petition to Confirm Settlement Agreement ("Petition").

AFFIRMATION: This document does not contain the social security number of any person.

DATED this 22nd day of August, 2023.

SIMONS HALL JOHNSTON PC
690 Sierra Rose Drive
Reno, NV 89511

By: _____
MARK G. SIMONS
Attorneys for Amy Frasier Wilson

SIMONS HALL JOHNSTON PC
690 Sierra Rose Drive
Reno, NV 89511
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of the **AMY FRASIER WILSON'S SUPPLEMENT AND RESPONSE TO OBJECTION** on all parties to this action by the method(s) indicated below:

☒ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

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☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

PATRICK R. MILLSAP, ESQ.
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DATED this 22 day of August, 2023.

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EXHIBIT LIST

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EXHIBIT 1

EXHIBIT 1

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS IN THE MATTER OF THE JORDAN DANA FRASIER FAMILY TRUST

This Agreement is deemed effective as of March 6, 2023 (the "Effective Date"). This Agreement is entered into and agreed to by the following individuals and entities in the matter of *The Jordan Dana Frasier Family Trust* brought before Department 3 of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe, bearing case number PR16-00128, wherein Amy Frasier Wilson contested the validity of the Third, Fourth, and Fifth Amendments to the Survivor's Trust created under the Jordan Dana Frasier Family Trust and disputed the terms of the 2017 Settlement Agreement involving the Tax-Exempt Trust and Survivor's Trust created under the Jordan Dana Frasier Family Trust (hereinafter referred to at times as the "Case"):

PARTIES TO THE AGREEMENT

I. **AMY FRASIER WILSON** ("Ms. Wilson"), individually, and as a beneficiary of the Tax-Exempt Trust, and the First, Second, Fourth, and Fifth Amendments to the Survivor's Trust, created under the Jordan Dana Frasier Family Trust.

II. **TEMPLE BETH SHOLOM** as a beneficiary of the Third, Fourth, and Fifth Amendments to the Survivor's Trust created under the Jordan Dana Frasier Family Trust.

III. **CHAPMAN UNIVERSITY** as a beneficiary of the Third, Fourth, and Fifth Amendments to the Survivor's Trust created under the Jordan Dana Frasier Family Trust.

IV. **ST. JUDE CHILDREN'S RESEARCH HOSPITAL** as a beneficiary of the Third, Fourth, and Fifth Amendments to the Survivor's Trust created under the Jordan Dana Frasier Family Trust.

V. **THE ASPCA** as a beneficiary of the Third, Fourth, and Fifth Amendments to the Survivor's Trust created under the Jordan Dana Frasier Family Trust.

VI. **IRVINE COMMUNITY ALLIANCE FUND** as a beneficiary of the Third, Fourth, and Fifth Amendments to the Survivor's Trust created under the Jordan Dana Frasier Family Trust.

VII. **THE ESTATE OF DINNY FRASIER** (the "Estate"), by and through its Court-appointed Special Administrator Stanley H. Brown. Esq.

The individuals and entities listed above may be collectively referred to in this Agreement as the "Parties" or individually referred to as a "Party". The Entities identified in Paragraphs II. through VI. may be collectively referred to herein as the

"Charities". The Parties represent and warrant they each have the full and unqualified authority to execute this Agreement in both their individual and representative capacities as set forth above.

RECITALS PRECIPITATING THE AGREEMENT

A. Jordan Frasier ("Jordan") and Dinny Frasier("Dinny"), husband and wife, are the settlors of the Jordan Dana Frasier Family Trust established by Jordan and Dinny on December 29, 1980 (the "Initial Trust").

B. Jordan and Dinny amended the Initial Trust five times.

C. Jordan Frasier died on October 22, 2014.

D. Pursuant to the Fifth Amendment of the Initial Trust, upon Jordan's death, the Initial Trust was to split into a Survivor's Trust, a Tax-Exempt Trust and a Marital Trust.

E. The Tax-Exempt Trust and the Marital Trust combined for distribution purposes.

F. Dinny had the power to amend and dispose of the Survivor's Trust following Jordan's death in October of 2014, while the Tax-Exempt Trust became irrevocable upon the Jordan's passing.

G. Pursuant to Dinny's power to amend and dispose of the Corpus in the Survivor's Trust, which consisted of her separate property and her share of the community property, Ms. Frasier amended the Survivor's Trust five times.

H. She first amended the Survivor's Trust on June 26, 2015 to disinherit Dr. Bradley Frasier and Nori Frasier - two of Dinny's three children. The First Amendment to the Survivor's Trust conveyed the Survivor's Trust Corpus to Ms. Wilson, with the residual beneficiaries being Dr. Frasier's children per stirpes.

I. Dinny amended the Survivor's Trust for a second time on June 24, 2016 in order to remove Dr. Frasier's children as residual beneficiaries. No interested person to the Trust contested the validity of the First and Second Amendments to the Survivor's Trust.

J. Dinny amended the Survivor's Trust for a third time on April 27, 2017. The Third Amendment restates the entirety of the Survivor's Trust and disinherits Ms. Wilson as a beneficiary. The Third Amendment also conveys the Survivor's Trust to the Charities.

K. Following execution of the Third Amendment, Dinny amended the Survivor's Trust a Fourth and Fifth time. Dinny executed the Fourth Amendment to the Survivor's Trust on November 13, 2018. The Fourth Amendment effectuated certain equalization payments required by a January 27, 2017 Settlement Agreement

between Dinny and her children Ms. Wilson, Bradley Frasier and Nori Frasier, with the residual beneficiary being the Charities.

L. Thereafter, Dinny executed the Fifth Amendment to the Survivor's Trust on December 4, 2018 to correct a scrivener's error in the Fourth Amendment regarding the amount of the equalization payments required by the January 27, 2017 Settlement Agreement.

M. The Third, Fourth, and Fifth Amendments to the Survivor's Trust were the subject of Ms. Wilson's appeal to the Nevada Supreme Court and the validity of those Amendments was the subject of the March 27-31, 2023 Evidentiary Hearing addressed below.

N. Around the time Dinny executed the Second Amendment to the Survivor's Trust and prior to execution of the Third Amendment, Dinny and the former Trustee of the Jordan Dana Frasier Family Trust, Premier Trust ("PT"), filed a "Petition for Confirmation of Trustees, for Construction of the Trust Instruments, and for Instructions" on March 2, 2016. This filing was the inception of the Case.

O. The Petition requested the District Court assume jurisdiction over the Trust pursuant to NRS 164.010, confirm Dinny as a co-trustee of the Trust, confirm PT is the corporate and primary co-trustee of the Trust, order PT to provide an annual accounting of the Trust to Mrs. Frasier, and provide guidance on PT's duties with respect to a medical office building in which the Trust allegedly had partial ownership.

P. After assuming jurisdiction over the Trust, the initial dispute before the Court involved the Trust's purported ownership interest in a medical office building in Southern California also purportedly owned by Dr. Bradley Frasier.

Q. Dinny Frasier, and her three children, Amy Frasier Wilson, Nori Frasier, and Dr. Bradley Frasier, mediated the medical office building dispute before the Honorable Justice Jeffrey King, Retired, on January 27, 2017. At the mediation, Justice King negotiated a settlement of the medical office building dispute with Dinny, Dr. Frasier, Ms. Wilson, Premier Trust, and Nori Frasier, which contemplated certain dispositions from the Survivor's Trust to Dinny's children, including Ms. Wilson. The terms of the Settlement Agreement required a determination Dinny was competent to enter into the Settlement Agreement and also required Dinny to amend the Survivor's Trust to effectuate the terms of the Settlement Agreement.

R. Specifically, the medical office building settlement agreement executed on January 27, 2017 required Dinny to make equalization payments to each of her children from the Survivor's Trust, which have still not been effectuated. In May of 2017, the Court confirmed the January 27, 2017 Settlement Agreement was enforceable, thereby requiring the Survivor's Trust to effectuate certain payments to the Tax-Exempt Trust and Dinny's children. Ms. Wilson disputed the efficacy of

certain terms of the Settlement Agreement implemented in the Fourth and Fifth Amendments to the Survivor's Trust.

S. Following confirmation of the January 27, 2017 Settlement Agreement regarding the medical office building, litigation then ensued regarding Premier Trust's Second Supplemental Petition for Instructions and confirmation of its accounting during Premier's tenure as Co-Trustee alongside Ms. Frasier. The litigation regarding Premier Trust's accounting ultimately came before the Court for evidentiary hearing on October 11-12, 2018. In advance of the hearing, Ms. Wilson filed a Prehearing Statement wherein she raised concerns about her belief Dinny did not have capacity or was subject to undue influence. Thus, Ms. Wilson placed Dinny's capacity at issue in advance of the October 11-12, 2018 Evidentiary Hearing.

T. Ms. Wilson appeared in proper person at the October 11-12, 2018 Evidentiary Hearing where she reaffirmed her concerns about Dinny's capacity to amend the Survivor's Trust.

U. Following the October 11-12, 2018 Evidentiary Hearing, Dinny petitioned the Court to confirm the validity of the Third and Fourth Amendments to the Survivor's Trust. Ms. Wilson objected to the Petition to Confirm the validity of the Third and Fourth Amendments to the Survivor's Trust on the basis Dinny lacked the requisite capacity to validly form the Amendments. The Court issued an order on December 21, 2018 denying Ms. Wilson's objection to the validity of the Third and Fourth Amendments to the Survivor's Trust, thereby confirming the validity of those Amendments with the exception of requiring Dinny to amend the Fourth Amendment to correct a scrivener's error, which was corrected in the Fifth Amendment to the Survivor's Trust.

V. Ms. Wilson timely appealed the December 21, 2018 Order confirming the Third and Fourth Amendments to the Survivor's Trust. The Nevada Supreme Court issued an opinion overruling the December 21, 2018 Order with respect to the validity of the Third and Fourth Amendments to the Survivor's Trust and remanded this case to the District Court for an evidentiary hearing to determine whether Dinny had capacity to execute the Third, Fourth, and Fifth Amendments to the Survivor's Trust. Following remand, the Court issued an order on November 30, 2020 identifying several issues for litigation on remand.

W. On remand, the Estate and Ms. Wilson began litigating the validity of the Third, Fourth, and Fifth Amendments to the Survivor's Trust. The Estate and Ms. Wilson conducted discovery and filed several dispositive motions in this regard.

X. The Charities allege they did not receive timely notice of the proceedings upon remand from the Supreme Court.

Y. The Court set the evidentiary hearing to determine the validity of the Third, Fourth, and Fifth Amendments to the Survivor's Trust for March 27-31, 2023.

Z. Prior to the March 27-31, 2023 Evidentiary Hearing, the Parties attended mediation on March 6, 2023, before the Honorable Elliott Sattler. The Parties participated in mediation in good faith, and the mediation resulted in a binding settlement agreement between the Parties to resolve the Case.

AA. The Parties reduced the material terms of the agreement to a writing entitled the "Material Terms of Settlement Agreement." A copy of the "Material Terms of Settlement Agreement" is attached hereto as **Exhibit 1**. This Agreement is executed to provide further detail regarding the agreed upon resolution of the Case between the Parties as stated in the Material Terms of Settlement Agreement.

AGREEMENT

The purpose of this Agreement is to fully and completely resolve and extinguish those issues, claims, and defenses by and among the Parties related to Amy Frasier Wilson's contest to the validity of the Third, Fourth, and Fifth Amendments to the Survivor's Trust created under the Jordan Dana Frasier Family Trust's, along with the dispute as to the efficacy of certain terms of the Settlement Agreement arising out of the challenge to the Fourth and Fifth Amendments of the Survivor's Trust, as well as Ms. Wilson's and the Charities competing claims to the Survivor's Trust, or otherwise related to the Case and the Estate of Dinny Frasier in order to avoid the expense, delay, and risks associated with ongoing and potential future litigation between the Parties.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. RESOLUTION OF THE SURVIVOR'S TRUST: The Charities and Ms. Wilson each asserted beneficial rights to the residual balance of the Survivor's Trust and Ms. Wilson objected to the enforcement of the January 2017 Settlement Agreement and certain repayments to the Tax-Exempt Trust from the Survivor's Trust. The Charities and Ms. Wilson agree to divide the Survivor's Trust as follows in order to resolve the dispute regarding the validity of the Third, Fourth, and Fifth Amendments to the Survivor's Trust, as well as the validity of certain terms of the 2017 Settlement Agreement effectuated through the Fourth and Fifth Amendments to the Survivor's Trust in dispute:

a. The Charities and Ms. Wilson agree the real property held in the Survivor's Trust shall be liquidated in an arm's length transaction to

secure a fair market value for the real property. Priority in the sale of real property from the Survivor's Trust shall be given to prospective buyers who provide the best economical terms to purchase said real property, and between multiple buyers who provide comparable terms, then to the buyer whom agrees to close escrow most expediently.

b. The Charities and Ms. Wilson agree any stocks, securities, or investments held in the Survivor's Trust shall be liquidated for distribution.

c. All costs, fees, and expenses associated with liquidation of the real property and investments in the Survivor's Trust, excluding tax liabilities, shall be paid from the Survivor's Trust.

FOLLOWING LIQUIDATION OF THE REAL PROPERTY AND ANY INVESTMENTS IN THE SURVIVOR'S TRUST

d. The Charities and Ms. Wilson agree the equalization payments totaling $368,000 identified in the Fifth Amendment to the Survivor's Trust shall be paid from the Survivor's Trust in accordance with the January 27, 2017 Settlement Agreement.

e. The Charities and Ms. Wilson agree the Survivor's Trust shall pay the Tax-Exempt Trust the appraised values of the Pacifica Way Property ($410,000) and the Vista Way Property ($384,000) totaling $794,000 as required by the January 27, 2017 Settlement Agreement.

f. The Charities and Ms. Wilson agree any funds held by PT's Counsel in this matter, G. David Robertson, shall be repaid to the Tax-Exempt Trust for distribution thereunder.

g. The Charities and Ms. Wilson agree the Survivor's Trust shall pay Amy Frasier Wilson $3,683.71 in costs previously awarded to her by the Court.

FOLLOWING THE PAYMENTS FROM THE SURVIVOR'S TRUST TO THE TAX-EXEMPT TRUST

h. The Charities shall receive 55% of the remaining funds in the Survivor's Trust outright and free of trust. Ms. Wilson shall receive 45% of the remaining funds in the Survivor's Trust outright and free of trust.

i. The Charities 55% interest in the remaining funds in the Survivor's Trust shall be apportioned as follows:

  i. 1/3 to the Irvine Community Alliance Fund

ii. 1/3 to Chapman University
iii. 1/9 to the ASPCA
iv. 1/9 to Temple Beth Sholom of Orange County, Inc.
v. 1/9 to St. Jude Children's Research Hospital

2. CONFIRMATION OF THE SURVIVOR'S TRUST RESOLUTION: The Estate, the Charities, and Ms. Wilson shall jointly petition the Court to confirm, approve, and direct the Trustee to effectuate resolution and distribution of the Survivor's Trust as described in Paragraph 1. Distribution of the Survivor's Trust as agreed herein is contingent on approval by the Court. If the Court does not approve resolution of the Survivor's Trust, then the Parties shall reschedule the previously vacated evidentiary hearing.

3. MS. WILSON'S SHARE OF THE TAX-EXEMPT TRUST: Ms. Wilson has a beneficial interest in the Tax-Exempt Trust created under the Jordan Dana Frasier Family Trust. Ms. Wilson's agreement to forego contestation of the Fourth and Fifth Amendments to the Survivor's Trust and the 2017 Settlement Agreement effectuated through the Fourth and Fifth Amendments allows for payment of $1.162 million to the Tax-Exempt Trust and beneficiaries of the Tax-Exempt Trust as stated in Paragraphs 1.d. and 1.e. above. In order to prevent future litigation of issues involving the interplay between the Survivor's Trust, the Tax-Exempt Trust, and/or certain aspects of the January 27, 2017 Settlement Agreement; the Estate and Ms. Wilson agree to petition the Court to modify and/or terminate the terms of the Tax-Exempt Trust to state Ms. Wilson shall receive all of her beneficial interest in the Tax-Exempt Trust outright and free of trust. The Petition to modify and/or terminate the Tax-Exempt Trust as stated in this Paragraph may be set forth in the same Petition required by Paragraph 2 of this Agreement. The objective of the Parties' agreement with respect to the Tax-Exempt Trust as stated in this Paragraph is to allow for the immediate full, final, and outright distribution of the Tax-Exempt Trust to eliminate any potential future litigation regarding ongoing administrative issues involving the Tax-Exempt Trust, and to permit the simultaneous termination of both the Survivor's Trust and Tax-Exempt Trust should the Court issue such an order. The Charities will not object to, or contest, the petition to modify and/or terminate the Tax-Exempt Trust described in this Paragraph. In agreeing to this Paragraph, the Estate makes no guaranty or assurance the Court will approve modification and/or termination of the Tax-Exempt Trust in order to permit Ms. Wilson to receive her interest in the Tax-Exempt Trust outright and free of trust.

4. RESOLUTION OF THE SURVIVOR'S TRUST IS NOT CONTINGENT ON MODIFICATION AND/OR TERMINATION OF THE TAX-EXEMPT TRUST: The validity, enforceability, and confirmation and approval by the Court of the resolution to the Survivor's Trust described in Paragraphs 1 and 2 of this Agreement are not contingent on the Court ordering a modification and/or termination of the Tax-Exempt Trust as described in Paragraph 3. In other words, the Court may confirm both resolutions to the Survivor's Trust and Tax-Exempt Trust as stated herein, or the Court may deny modification and/or termination of the Tax-Exempt Trust as stated in Paragraph 3 while still confirming the validity and enforceability of the resolution of the Survivor's Trust in order to conclude the current litigation before the Court.

5. REMAINING PERSONAL PROPERTY IN THE SURVIVOR'S TRUST: The Charities agree and consent to the Trustee distributing the beneficial interest for all personal property and non-real property in the Survivor's Trust as of March 6, 2023, excluding stock, equities, cash, cash equivalents, and investment property disposed of by Paragraphs 1-4 of this Agreement, to Ms. Wilson.

6. MATERIAL TERMS OF AGREEMENT: The Material Terms of Agreement attached hereto as **Exhibit 1** are incorporated and adopted herein by reference.

7. TAX LIABILITIES: A tax liability will or may arise as a result of liquidating the Survivor's Trust and making the distributions described in Paragraphs 1, 3, and 5 of this Agreement. Consequently, the Charities and Ms. Wilson agree to assume responsibility for any and all tax liabilities, such as estate tax, gift tax, income tax, capital gains, or transfer tax, arising out of the distributions to each of them from the Jordan Dana Frasier Family Trust, and the Subtrusts created thereunder including the Survivor's Trust and Tax-Exempt Trust. The Estate shall not be liable for any tax liability arising as a result of the distributions called for in this Agreement. The Charities shall not have any tax liability for distributions made from the Tax-Exempt Trust. Ms. Wilson and the Charities shall provide birthdates, EIN numbers, Tax I.D. numbers, corporate information, social security numbers and any other information necessary to permit the Trust to issue Ms. Wilson and the Charities a schedule K-1 or 1099 form as required by the Internal Revenue Code. The tax liabilities arising out of the distributions called for by this Agreement shall be apportioned between Ms. Wilson and the Charities as dictated by the applicable provisions of the Internal Revenue Code, and any State tax codes applicable to the distributions. The distributions called out for herein to the Charities and Ms. Wilson shall be to them in their capacity as beneficiaries of the Survivor's Trust. The distributions called out

for herein to the Charities and Ms. Wilson from the Survivor's Trust shall be in resolution of their potential interest and claims to the Survivor's Trust Corpus, and the distribution to Ms. Wilson from the Tax-Exempt Trust shall be made to her as a beneficiary.

8. DISMISSAL OF CLAIMS: The Parties shall execute a dismissal with prejudice of any claims resolved by the Court's confirmation of this Agreement in full, or any part of this Agreement.

9. RATIFICATION OF ESTATE ADMINISTRATION: By virtue of resolving the Case with Ms. Wilson, the Parties hereby ratify, agree to, and confirm the propriety of the acts, or inaction, of the Estate's Special Administrator and his Counsel of record, and agree to release the Special Administrator and his Counsel of record from any further duties and liabilities to the Estate following the Estate's completion of the acts required by this Agreement.

10. MUTUAL RELEASES OF ALL PARTIES: The Parties fully and forever release and discharge each other, and their respective attorneys of record in this matter, from any and all forms of liability, damages, and/or claims alleged in the Case, or that could have been alleged in the Case, or that are in any way related to the Case. The only claim not released by the Parties under this Agreement is a claim for a breach of this Agreement.

11. CONFIDENTIALITY: The Parties promise and agree the terms of this Settlement Agreement and the terms of the Material Terms of Settlement Agreement attached as **Exhibit 1** shall be confidential and shall not be disclosed to any third party with the following exceptions: **1)** in response to a court order, **2)** disclosure to tax professionals or other professional advisors, **3)** if compelled by legal process or audit, **4)** disclosure to any Party's attorney or spouse, or **5)** disclosure to the Court and the interested persons in the Trust in order to confirm this Agreement before the Court. Any breach of this confidential provision will be subject to an evidentiary hearing before the Court to determine damages to be assessed against the breaching Party in order to deter future violations of this provision and compensate the non-breaching Parties for any damages they have sustained.

12. WAIVER OF LITIGATION AND APPEAL: The Parties immediately and forever waive, release, and relinquish any and all litigation rights or claims, and any and all prospective appellate rights or appellate claims, related to the Case, or the Jordan Dana Frasier Family Trust and all Trusts created thereunder, including but

not limited to the Tax Exempt Trust and Survivor's Trust, save and except for a claim or cause of action that a Party violated a term of this Agreement and/or a denial of the petition to modify and/or terminate the Tax-Exempt Trust as stated above. However, the Estate shall have no duty to appeal any order denying modification and/or termination of the Tax-Exempt Trust.

13. **DUTY OF COOPERATION AND GOOD FAITH**: The Parties hereby consent they will cooperate in good faith, and with alacrity, to fulfill the conditions of the Parties' settlement, and to complete all mechanics of this Agreement.

14. **REPRESENTATIVE CAPACITIES**: Each Party's signature below is made both individually and in all representative capacities.

15. **ATTORNEY'S FEES AND COSTS**: Amy Frasier Wilson and the Charities shall be responsible for their own attorney's fees and costs. The Parties agree the Estate's unpaid attorney's fees and unpaid special administrator's fees shall be paid from the Survivor's Trust created under the Jordan Dana Frasier Family Trust and that said fees were reasonable, necessary, and properly incurred in accordance with the mandate of the Nevada Supreme Court as stated in the *Matter of Jordan Dana Frasier Fam. Tr.*, 136 Nev. 486, 487, 471 P.3d 742, 743 (2020). Ms. Wilson and the Charities ratify, consent to, and affirm all prior payments from the Trust of the Estate's attorney's fees and special administrator fees.

16. **WRITTEN MODIFICATION REQUIRED**: This Agreement may not be modified, discharged, or terminated orally, but only by a writing executed by all Parties to this Agreement.

17. **ENTIRE AGREEMENT**: This Agreement contains the entire agreement among the Parties with respect to this Case and there are no other verbal or written agreements between the Parties related to the Case aside from the terms stated herein.

18. **NO ADMISSION OF LIABILITY**: This Agreement represents the settlement and compromise of disputed claims, allegations, and causes of action among the Parties. Neither the statements, nor the promises contained herein, are to be construed as an admission of liability or wrongdoing on the part of any Party.

19. **ACKNOWLEDGEMENT OF TERMS**: By entering into this Agreement, the Parties acknowledge the terms herein have been completely read, fully

understood, and voluntarily accepted by them free of coercion, duress, undue influence, or fraud. The Parties further acknowledge they each had legal Counsel to aid them in reviewing and understanding the terms of this Agreement prior to its execution, and that their Attorney explained the meaning and terms of this Agreement to each Party such that each Party fully understood the meaning and effect of each term contained in this Agreement without questions or confusion about the meaning of this Agreement and/or their respective obligations to perform the terms of this Agreement.

20. NO TAX ADVICE: Each signatory to this Agreement agrees and acknowledges they have not been provided any tax advice by their respective Counsel, and they each have been advised to seek out tax advice from a competent tax professional, and that each Party's Counsel cannot guaranty how the Internal Revenue Service will treat any payment or distribution required by this Agreement, or term of this Agreement, from a taxation standpoint.

21. GENDER: Whenever, in this Settlement Agreement, the context may so require, the masculine or neutral gender shall be deemed to refer to and include the feminine, masculine, and neutral, and the singular to refer to and include the plural.

22. LACK OF ASSIGNMENT OF RIGHTS: Each Party represents to the other Parties that he or she has not assigned or transferred to any other person or entity any rights in, or matters being released hereunder.

23. PREVAILING PARTY'S ATTORNEYS' FEES AND COSTS: In any action by or among the Parties arising out of, or in relation to this Agreement, the prevailing party in such action will be awarded his, her, their, or its costs and expenses, including reasonable attorneys' fees.

24. ONGOING JURISDICTION OF SETTLEMENT: The Parties consent and expressly agree the Honorable Elliott Sattler, former District Court Judge, shall retain jurisdiction over the interpretation of the terms of this Agreement and agree he shall be paid his standard rate for mediation services if interpretation of this Agreement is required.

25. GOVERNING LAW / VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, and the venue for any dispute arising out of this Agreement shall be the Second Judicial District Court of the State of Nevada, In and For the County of Washoe.

26. **SUCCESSORS AND ASSIGNS**: This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, heirs, devisees, legatees, issue, executors, administrators, affiliates, representatives, officers, agents, testamentary instruments, estates, and employees wherever the context requires or admits.

27. **COUNTERPARTS**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement. Both facsimile and scanned electronic signatures shall be deemed valid original signatures.

28. **INVALIDITY OF A PROVISION**: If any term or provision of this Agreement shall, to any extent be determined by a court of competent jurisdiction to be invalid, denied by court order, and/or unenforceable, the remainder of this Agreement shall not be effected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, invalid, or deniable, and the other of which would render the provision valid and enforceable, the provision shall have the meaning which renders it valid and enforceable.

29. **NECESSARY ACTS TO EFFECTUATE AGREEMENT**: Each Party to this Agreement hereby agrees to do any act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement in a timely fashion, with alacrity, and in good faith.

30. **TIME IS OF THE ESSENCE**: Time is of the essence with respect to each provision in this Agreement.

31. **RULES OF CONSTRUCTION**: The Parties hereto agree that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation of this Agreement as each Party contributed to the drafting of this Agreement through arm's length negotiation and, therefore, there is no scrivener of this Agreement against which ambiguities may be construed.

Dated this _____ day of JUNE, 2023

By:_____
Print Name

_____
Signature of Authorized Representative of Temple Beth Sholom

Dated this _____ day of JUNE, 2023

By:_____
Print Name

_____
Signature of Authorized Representative of the ASPCA

Dated this _____ day of JUNE, 2023

By:_____
Print Name

_____
Signature of Authorized Representative of St. Jude Children's Research Hospital

Dated this _____ day of JUNE, 2023

By:_____
Print Name

_____
Signature of Authorized Representative of Chapman University

Dated this _____ day of JUNE, 2023

By:_____
Print Name

_____
Signature of Authorized Representative of Irvine Community Alliance Fund

Dated this _____ day of JUNE, 2023

By:_____
Stanley Brown, Special Administrator for the Estate of Dinny Frasier

Dated this 15th day of ~~JUNE~~ August, 2023

By:_____
~~Amy~~ Frasier Wilson

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Alicia L. Lerud
Clerk of the Court
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Patricia Halstead, Esq.
NV. Bar No. 6668
Halstead Law Offices
615 S. Arlington Avenue
Reno, NV 89509
(775) 322-2244
phalstead@halsteadlawoffices.com
Attorney for U.S. Bank Private Wealth Management, Trustee

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

In the Matter of
JORDAN DANA FRASIER FAMILY TRUST
_____/

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

OBJECTION TO PROPOSED ADMINISTRATIVE & PROCEDURAL ORDER AFTER HEARING

COMES NOW U.S. Bank Private Wealth Management ("U.S. Bank"), as successor trustee of the Jordan Dana Frasier Family Trust and the sub-trusts derived therefrom (also referred to as the "Trustee"), by and through counsel Patricia Halstead of Halstead Law Offices, and hereby objects to the proposed Administrative & Procedural Order After Hearing submitted via electronic mail to the Court by the Estate of Dinny Frasier on August 22, 2023, a true and correct copy of which is provided herewith as **Exhibit 1**. U.S. Bank's objection is as follows.

An important issue addressed at the August 15, 2023 hearing was notice to the residual beneficiaries and their right to be heard regarding the settlement terms agreed upon by Amy Frasier Wilson, the Charities, and the Estate of Dinny Frasier, which deprived them of any residual interest in both the Survivor's Trust (the A Trust) and the Tax Exempt Trust (the B Trust) by allowing the distributions to Amy Frasier Wilson to be made outright as opposed to being held in trust (as both subtrusts mandate) with any remainder upon Amy Frasier Wilson's death being distributed to the named residual beneficiaries.

Page 1, lines 19-20; page 2, lines 4-5; and paragraphs 9 and 10 (amongst other potential references) of the proposed order provide that "lawful" notice was provided to the residual

beneficiaries and that the Court confirmed the same. While the Court inquired about notice, undersigned does not recollect that the Court made a finding that notice was lawful; and, when inquiring of U.S. Bank as to the notice and its timeliness, counsel for U.S. Bank indicated that the Notice would need to be reviewed, which was not undertaken and the hearing continued with a focus on other matters.[1]

Lawful notice for purposes of a trust proceeding is articulated at NRS 155.010, which provides in relevant part that notice of the time and place of the hearing must be given by mailing a copy thereof **at least 10 days before the time set for the hearing** and must be published for persons whose addresses are not known.

Notice of the August 15, 2023 hearing to the residual beneficiaries was not undertaken until August 7, 2023 by the Estate of Dinny Frasier, and no formal notice was ever given of the proceedings to the residual beneficiaries prior. *See* a true and correct copy of the Amended Notice of Hearing provided herewith as **Exhibit 2.** Assuming the notice was placed for pickup before the mail carrier arrived for the day and not after, that was only seven days before the morning that the hearing was to take place and does not account for the time it took to arrive to the residual beneficiaries through the mail, realistically leaving them only two to three days that fell over a weekend to consider the notice and the issues that might be addressed, which undoubtedly deprived them of any ability to obtain a copy of the petition to approve the settlement much less to seek counsel as to their rights regarding the same if they would have liked to have done so.[2]

The Notice filed on August 7, 2023 was given as "Amended Notice" precisely because U.S. Trust had pointed out in prior briefing that the residual beneficiaries had never been lawfully noticed of the proceedings, inclusive of the proposed settlement. This was impactful as their rights were sought to be abrogated by and through the proposed settlement, which had

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[1] This exemplifies the reason U.S. Bank took issue with the last minute responses to its objection to the proposed settlement agreement. There is no reason to rush this matter in an attempt to push a proposed resolution without a full and fair consideration of all relevant issues, applicable law, and consequences – lawful notice included.

[2] Notably, a copy of the petition that was the subject of the hearing was not stated to have been mailed with the notice of the hearing, leaving the residual beneficiaries with no substantive notice of the requested negation of their residual trust interests.

only recently come about and which they had no prior formal notice of. For that reason a last minute notice was provided but it can hardly be deemed "lawful" under the circumstances and good cause was not demonstrated, or even addressed for that matter, for the notice to the residual beneficiaries to be so late. *See* NRS 122.010(3) ("The court, for good cause shown, may provide for a different method or time of giving notice for any hearing, or may dispense with the notice otherwise required to be given to a person under this title").

Despite the late notice, some if not all of the residual beneficiaries appeared for the Zoom hearing, but they were not admitted as panelists; did not have the ability to address the Court; and it was never confirmed that those appearing, who are referred to generically in the proposed order as "several of Dr. Bradley Frasier's and Nori Frasier's children whom are the grandchildren of the Settlors of the Trust," included all of who would be the residual beneficiaries entitled to notice of the proceeding.

U.S. Bank understands the rush to resolve this matter based upon its history but resolution cannot be at the expense of controlling law as it relates to notice, just as the law cannot be brushed aside as it relates to applicable restraints that are not permitted be negotiated away by *any* of the interested parties.

Based upon the lack of "lawful" notice to the residual beneficiaries and an opportunity for them to be heard, as well as the belief that no finding was made as to "lawful" notice, U.S. Bank objects to the notice language proposed in the order submitted for the Court's consideration by the Estate of Dinny Frasier.

As a final matter, and as the Court is aware, the Court was in the process of addressing concerns that may have been raised by unrepresented parties when the Zoom hearing ceased and it was then too late for the parties to reconvene via that particular Zoom invite. With that, it remains unclear if the Court was satisfied that all interested parties had the ability to address the Court, which coincides with the notice concerns expressed by U.S. Bank given that notice accompanies a right to be heard.

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Based upon the foregoing, U.S. Bank respectfully objects to the proposed order submitted by the Estate of Dinny Frasier in relation to the August 15, 2023 hearing.

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.

Respectfully submitted this 23rd day of August 2023.

/s/ Patricia Halstead
Attorney for U.S. Bank Private Wealth Management, Trustee

CERTIFICATE OF SERVICE

I hereby certify that I am an employee or otherwise affiliated with Halstead Law Offices and that on the 23rd day of August 2023, I caused a true and correct copy of the foregoing document titled OBJECTION TO PROPOSED ADMINISTRATIVE & PROCEDURAL ORDER AFTER HEARING to be served by depositing a copy of the document in the U.S. Mail, first class postage prepaid, to the following:

Stanley Brown, Esq.
c/o Patrick Millsap, Esq.
510 W. Plumb Lane, Ste. A
Reno, NV 89509

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

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

Amy Frasier Wilson
c/o Mark Simons, Esq.
690 Sierra Rose Drive
Reno, NV 89511

Chapman University; Temple Beth Shalom; Irvine Community Alliance Fund; ASPCA; and St. Jude Children's Research Hospital
c/o Ryan Earl, Esq.
548 W. Plumb Lane
Reno, NV 89509

/s/ Martina Beatty

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(Index to Exhibits)

1. Proposed Administrative & Procedural Order After Hearing

2. Amended Notice of Hearing, filed August 7, 2023

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2023-08-23 01:38:46 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9847339

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

Telephone: (760)-637-2500
Facsimile: (760) 637-2501

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

NOTICE OF DR. BRADLEY L. FRASIER'S POSITION WITH REGARD TO THE JUNE 2023 SETTLEMENT

COMES NOW, Bradley L Frasier, MD, beneficiary of the Jordan Dana Frasier Family Trust, in pro se.

On August 15, 2023, Dr. Bradley Frasier attended a Zoom hearing regarding The Settlement Agreement of June 2023, proposed by Amy Frasier Wilson (Ms. Wilson), The Charities, and the attorney for the Estate of Dinny Frasier, in the matter involving Ms. Wilson's challenge to Mrs. Frasier's testamentary capacity to modify her Trust, the "Survivor's Trust" or "A Trust." The details of the matter are well-established in documents previously submitted to the Court and will not be reiterated.

The Settlement Agreement of June 2023 proposed to change the terms of the tax-exempt Trust or "B Trust" of the Jordan Frasier Family Trust, a California irrevocable Trust, which was not challenged by the Nevada Supreme Court and was not part of the remand to the District Court in the Supreme Court's decision. The B Trust was going to be terminated at the end of the current litigation anyway and should not have been part of the Settlement Agreement of June 2023, especially since the agreement did not involve two of the three beneficiaries of the B Trust or the five remainder beneficiaries, Jordan and Dinny Frasier's grandchildren, whose family trust was being proposed for modification. There is a clause in the June 2023 Settlement Agreement that allows for considering the A Trust settlement separately from the B Trust, which is the way it should be considered.

The amended notice of hearing on 8/7/2023 stated "all persons who wish to be heard are notified to appear and address the above referenced petition before the court at the date and time." We all attended the Zoom hearing and were hoping to speak and represent ourselves but were not given the opportunity.

Regarding the proposed Settlement Agreement of June 2023, I support the sale of the SJC House to pay the current bills and satisfy the terms of the January 2017 Settlement Agreement. Amy may receive her money from the A Trust, out of trust, for the purpose of a settlement, since Dinny Frasier modified her Survivor's Trust, albeit under well-documented undue influence from Amy and Bill. The terms of the B Trust should not be modified for reasons mentioned in the Court submissions by the attorney for the Trustee, Ms. Halstead, who most eloquently stated, Jordan Frasier should have a say in how his money is distributed. Moreover, he knew the physical and psychological limitations of his oldest child, Amy, better than any of the current attorneys and the Court, and tried to provide for her in the best way he knew how, since he knew she had been unable to obtain consistent employment and had spendthrift tendencies. He knew he had bailed his son-in-law, Bill Wilson, out of jail for spousal abuse Amy had reported to the police. He knew Bill's employment history. He fully expected the instructions he specified in his Family Trust would be followed after his death.

Mr. Simon and Mr. Millsap argued during the hearing that since Judge Hardy transferred money and assets between the A and B Trusts to satisfy the January 2017 Settlement Agreement, it was okay for Judge Riggs to modify the B Trust for the purposes of the June 2023 Settlement Agreement. The difference between what Judge Hardy did and what Judge Riggs is being asked to do could not be more clear.

The January 2017 Settlement Agreement was agreed to by all parties, including Dinny Frasier, all of the attorneys, the Trustee, and all of the beneficiaries, including Ms. Wilson. Judge Jeffrey King, who presided over the negotiations, as a surrogate Judge of the Court, opined that Dinny Frasier had testamentary capacity to agree to the Settlement. Multiple psychiatric and psychological evaluations of Mrs. Frasier corroborated his opinion. The property that was given to Ms. Wilson was given from the A Trust. There was money proposed to be transferred between the Trusts to equalize their values, according to the law. The terms of the B trust were not changed.

The June 2023 Settlement Agreement was supposed to be between the Charities and Ms. Wilson regarding ownership of the A Trust. The B Trust was not being disputed. Ms. Wilson proposed to change to B Trust because she did not like the stipulation that her inheritance be managed by a professional trustee, so she included that change in the June 2023 Settlement Agreement. As mentioned, this proposed change was without the consent of the Trustee, two of the three beneficiaries, and the five remainder beneficiaries, and is in conflict with Jordan Frasier's expressed wishes.

I pray Judge Tammy Riggs honors Jordan Frasier's wishes.

AFFIRMATION

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

Respectfully submitted this 23rd day of August 2023.

/s/ Bradley L. Frasier, M.D.

Beneficiary of Jordan Dana Frasier Family Trust, in Pro Se

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Alicia L. Lerud
Clerk of the Court
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3880
F. McClure Wallace, Esq.
Nevada Bar No.: 10264
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Attorneys for the Estate of Dinny Frasier

IN THE SECOND JUDICIAL DISTRICT COURT - STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the	Case No: PR16-00128
JORDAN DANA FRASIER FAMILY TRUST	Dept. No.: 3 [PR]

RESPONSE TO OBJECTION TO PROPOSED ORDER

The Estate, Ms. Wilson, and the Charities submitted a mutually agreed upon proposed order to the Court for entry on August 22, 2023 following the August 15, 2023 hearing upon the Joint Petition to Approve the Settlement Agreement before the Court. The lone objection to the proposed order was lodged by the Trustee, U.S. Bank. The Trustee's objection is improper for multiple reasons as discussed below.

1. **The Trustee is improperly acting as a litigation advocate for a certain class of beneficiary.**

The Trustee's Objection argues the Settlor's grandchildren, whom are Dr. Bradley Frasier's and Nori Frasier's children, did not have lawful notice of the hearing. Which is to say, the Trustee is advancing procedural litigation arguments on behalf of a certain class of beneficiary when the Trustee is not the grandchildren's litigation advocate – it is a ***neutral*** administrator. The Nevada Supreme Court has previously held it is improper for a trustee to advance arguments on behalf of a certain class of beneficiary rather than act as a neutral party. *See Matter of W.N. Connell & Marjorie T. Connell Living Tr.*, 133 Nev. 137, 141, 393 P.3d 1090, 1094

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(2017) (holding a trustee has a duty of impartiality and to avoid conflicts of interest among beneficiaries.); *see also In re Duke,* 305 N.J.Super. 408, 702 A.2d 1008, 1023–24 (1995) cited by the Nevada Supreme Court in *Connell* (explaining that a trustee may not advocate for either side in a dispute between beneficiaries). Therefore, by continuously arguing against the Charities, the Estate's, and Ms. Wilson's ability to conclude a nearly 8-year lawsuit in favor of the Settlor's grandchildren, who have never brought or appeared in any claims related to this matter, the Trustee goes beyond the role of neutral administrator to assume the role of advocate for the grandchildren, which should be disregarded by the Court.

2. The Trustee waived any arguments regarding notice by proceeding with the hearing upon its own requests for relief.

The Trustee argues the hearing was procedurally improper, yet the Trustee proceeded with several requests for relief of its own such as confirming the ability to sell real property, as well as addressing the personal property to be divided among the beneficiaries, to which all Parties stipulated. The Trustee did not request a continuance of the hearing to cure some alleged notice issue before confirming the relief related to its duties. Instead, the Trustee proceeded upon its own requests for clarification and relief, advocated against the Settlement Agreement despite its duty to be impartial, then filed this written objection *after* the hearing to manufacture an appellate issue on behalf of third-parties the Trustee does not represent. Thus, the Trustee cannot endorse the procedural aspects of the hearing when it serves the Trustee's duties, then deny procedural propriety on the issues the Trustee disputes.

3. The Objection omits the fact notice was provided 10 days in advance of the hearing.

The Objection argues Notice was provided "late" because it was not 10 days in advance of the hearing. Despite arguing there was no notice provided at least 10 days in advance of the hearing, the Objection omits the fact notice of the hearing was provided on June 28, 2023. *See* Docket. Thereafter, the Parties rescheduled the

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hearing date, and the Court subsequently issued an order stating the hearing would be conducted by audio visual means on August 7, 2023. Immediately upon receiving the Court notice regarding how the hearing would be conducted, the Estate then amended the notice of hearing on August 7, 2023 to reflect the revised date set by the Parties and the Court, the audio visual method of appearance, as well as include the grandchildren on the notice despite them never appearing in this matter or filing any claims related to the Survivor's Trust, nor the Tax-Exempt Trust.

4. The notice issue is moot because the Trustee admits the Settlors' grandchildren had actual notice of the hearing because "some if not at all" were in attendance at the hearing via zoom.

The Objection is antithetical because it argues the grandchildren were not provided notice of the hearing, then admits "some if not all" of the grandchildren were in attendance at the hearing via zoom. Thus, the grandchildren had **actual notice** of the hearing, and did in fact appear at the hearing. No grandchild lodged any written objection in advance of the hearing, nor did they raise an objection to the Settlement Agreement verbally at the hearing. Therefore, the Court may resolve any alleged notice issue by recognizing the grandchildren had **actual notice** of the hearing, and did in fact appear on the date and time of the hearing.

5. Lawful notice is not required to be 10 days in advance of the hearing if otherwise ordered by the Court under NRS 155.010(3).

The premise of the Objection is that 10 days' notice of the hearing is required. The Trustee's Objection misstates the law. NRS 155.010(3) states the Court may revise the notice timeline, or do away with notice altogether, for good cause shown. In this case, there is good cause to hold the timing of the notice was sufficient because this has been an 8-year litigation in which the grandchildren have never appeared. Despite never appearing, the Estate notified them of the hearing nonetheless, and the grandchildren received the notice and actually appeared at the hearing. Thus, the Court may waive or alter the 10-day notice requirement pursuant to NRS

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155.010(3) with respect to the grandchildren, to the extent they are entitled to notice, based on the fact they had actual notice of the hearing, appeared at the hearing via zoom, and never raised an objection to the Joint Petition, thereby resolving any notice issues.

6. The grandchildren are not entitled to notice of any resolution related to the Survivor's Trust.

As discussed at length during the August 15th hearing, the grandchildren are not residual beneficiaries of the Survivor's Trust because the Third, Fourth, and Fifth Amendments to the Survivor's Trust leave the Trust residuary to the Charities. Thus, the Trustee is once again arguing the First and Second Amendments to the Survivor's Trust apply when Ms. Dinny Frasier specifically **revoked** the First and Second Amendments to the Survivor's Trust in favor of the Third, Fourth, and Fifth Amendments to the Survivor's Trust. The Court never invalidated the Third, Fourth, and Fifth Amendments to the Survivor's Trust. ***The grandchildren did not contest the Third, Fourth, and Fifth Amendments to the Survivor's Trust disinheriting them***. Only Ms. Wilson contested those amendments, and her contest action has been withdrawn pursuant to the resolution before the Court, rendering the Third, Fourth, and Fifth Amendments uncontested and operable over the Survivor's Trust. Since the grandchildren have no beneficial interest in the Third, Fourth, and Fifth Amendments to the Survivor's Trust, they are not entitled to any notice regarding resolution of the Survivor's Trust and the Court may enter order upon resolution of the Survivor's Trust immediately.

7. The Estate suggests the following alternative procedure to resolve any doubt regarding notice of medication and termination of the Tax-Exempt Trust if the Court concludes the grandchildren's actual notice of the hearing was insufficient.

The Survivor's Trust resolution and the Tax-Exempt resolution are separate agreements. The grandchildren are not beneficiaries of the Survivor's Trust and,

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therefore, are not entitled to notice of the resolution related to the Survivor's Trust as stated above, empowering the Court to enter an order approving resolution of the Survivor's Trust immediately as discussed during the hearing.

Conversely, the grandchildren are residual beneficiaries of the Tax-Exempt Trust arguably entitled to notice of the resolution related to the Tax-Exempt Trust. Regardless of whether the grandchildren are legally entitled to notice of modification and termination of the Tax-Exempt Trust, the grandchildren received **actual notice** of the hearing and appeared at the hearing via zoom pursuant to the Court's August 7, 2023 notice indicating the hearing would be held by audio visual means, thereby resolving any and all doubts about whether they had notice of the hearing. In other words, the Trustee cannot argue the grandchildren did not have notice of the hearing when they ***actually appeared*** at the hearing.

That being said, if the Court concludes actual notice of the hearing was somehow insufficient, the Estates suggests the following procedure:

- Re-notice the hearing;
- Order the Parties to provide notice of the hearing to the grandchildren;
- Limit the scope of the re-noticed hearing to resolution of the Tax-Exempt Trust, because the grandchildren are not beneficiaries of the Survivor's Trust;
- Allow the grandchildren to file a written objection to the Tax-Exempt Trust resolution in advance of the hearing, or voice an objection at the hearing pursuant to NRS 155.160;
- Preclude all other Parties who appeared at the August 15, 2023 Hearing from rearguing their positions the Court has already heard and considered; and
- Rule upon resolution of the Tax-Exempt Trust following the re-noticed hearing.

The Estate also consents to a brief status call with the Court to address a procedure for re-noticing a limited scope hearing to the grandchildren in regard to resolution of the Tax-Exempt Trust if the Court is inclined to follow this approach.

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8. The Objection is limited to the issue of notice and, therefore, the Court may at minimum enter Paragraphs 1-8 of the Proposed Order.

The Objection is limited to the issue of notice to the grandchildren. Therefore, the Court may enter all other aspects of the Proposed Order, namely Paragraphs 1-8 of the Proposed Order, as unopposed to facilitate ongoing administration of the Trust.

CONCLUSION & REQUESTED RELIEF

The Estate respectfully requests the Court enter Paragraphs 1-8 of the Proposed Order as unopposed. The Estate respectfully requests the Court disregard all notice arguments related to the grandchildren with respect to resolution of the Survivor's Trust, because the grandchildren are not beneficiaries of the Survivor's Trust entitled to any form of notice regarding its resolution for the reasons argued by the Estate at the hearing.

Conversely, the grandchildren are arguably entitled to notice of modification and termination of the Tax-Exempt Trust, of which they are residual beneficiaries. The Estate respectfully requests the Court waive or alter the timelines of NRS 155.010(1) pursuant to NRS 155.010(3) because the grandchildren had actual notice of the hearing, appeared at the hearing, and did not object to resolution of the Tax-Exempt Trust at or before the hearing pursuant to NRS 155.160. As such, the Court may safely conclude there is no notice issue when the grandchildren had notice of the hearing evidenced by their appearance at the hearing via zoom.

Alternatively, if the Court concludes the grandchildren's actual notice of, and attendance at, the hearing is insufficient for some reason, the Estate requests the Court re-notice the hearing and allow the grandchildren to lodge their objections, if any, to resolution of the Tax-Exempt Trust to prevent the Trustee from manufacturing an appellate issue to further delay final resolution of this Trust. However, the Trustee should *not* be given a second bite at the apple to re-argue

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approval of the Settlement Agreement when the Trustee had notice of the hearing and argued its objection at the August 15, 2023 hearing.

AFFIRMATION

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

Dated this 23rd day of August 2023

By: /s/ *Patrick R. Millsap*.

F. McClure Wallace, Esq.
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Patrick R. Millsap, Esq.
Nevada Bar No.: 12043
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CERTIFICATE OF SERVICE

The undersigned certifies the foregoing RESPONSE was served upon Plaintiff Amy Frasier Wilson, by and through her Counsel Simons, Hall & Johnston; Trustee U.S. Bank, by and through its Legal Counsel Patricia Halstead; and the Interested Party Charities, by and through their legal counsel Ryan J. Earl, via the Court's electronic filing system "eFlex" on the date shown below.

Dated this 23RD day of August 2023

By: /s/ Patrick R. Millsap .

Counsel for the Estate of

Dinny Frasier

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Patricia Halstead, Esq.
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phalstead@halsteadlawoffices.com
Attorney for U.S. Bank Private Wealth Management, Trustee

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

In the Matter of
JORDAN DANA FRASIER FAMILY TRUST
_____/

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

REPLY IN SUPPORT OF OBJECTION TO PROPOSED ADMINISTRATIVE & PROCEDURAL ORDER AFTER HEARING

COMES NOW U.S. Bank Private Wealth Management ("U.S. Bank"), as successor trustee of the Jordan Dana Frasier Family Trust and the sub-trusts derived therefrom (also referred to as the "Trustee"), by and through counsel Patricia Halstead of Halstead Law Offices, and hereby replies in support of its Objection to the proposed Administrative & Procedural Order After Hearing, which was filed on August 23, 2023. Following the format of a motion, opposition, and response, this Reply addresses matters raised by the Estate to which U.S. Bank is entitled to respond.

U.S. Bank Is Not Advocating for a Certain Class of Beneficiaries

U.S. Bank has repeatedly pointed out its fiduciary obligation to *all* beneficiaries and its obligation to honor the terms of the trust and applicable law related thereto. This was the very crux of the Objection to the Proposed Settlement Agreement wherein U.S. Bank wrote:

> As the trustee who has a fiduciary obligation to *all of the beneficiaries* and who is mandated to follow the terms of the Trust and abide by applicable law, the Trustee cannot be forced into a position of supporting a nonjudicial settlement agreement based upon the wrongful premise that the Trustee is not an "interested party" when the same is untrue by virtue of applicable code and such an agreement plainly seeks to force the Trustee to act in violation of the Trust, the sub trust, and applicable law, as well as to the detriment of remainder

> beneficiaries who have not even been noticed. *See, e.g.*, Hearst v. Ganzi, 145 Cal. App. 4th 1195, 1208, 52 Cal. Rptr. 3d 473, 481 (2006) ("Trustees owe a duty to all trust beneficiaries [referencing remainder beneficiaries] and must treat all equally. Unless the trust instrument itself provides otherwise, the trustee's duty to each beneficiary precludes it from favoring one party over another. Thus, a trustee must act impartially with respect to all beneficiaries, doing his or her best for the entire trust as a whole. A trustee who violates his or her duties to deal impartially with all beneficiaries risks exposure to liability for breach of trust." (76 Am.Jur.2d (2005) Trusts, § 359, fns. omitted, italics added.)); *see also* NRS 132.050 and California Probate Code Section 24, both including in the definition of a trust beneficiary a person who has a future, vested, or contingent interest.

See Objection to Identified Provisions of the Proposed Settlement Agreement that are Directly Contrary to Controlling Trust Mandates by Which the Trustee Is Bound, filed June 30, 2023, p. 16.

Pointing out the law as it applies to the Trust and the subtrusts derived therefrom, along with pointing out the notice requirement applicable to all interested parties, which were addressed in the Objection with no accusation then made as to favoritism, is not advocating for one class of beneficiaries over another. It is honoring the obligations U.S. Bank has to be fair to all the beneficiaries and to abide by applicable legal requirements. If U.S. Bank were to sit idly and not point out legal inconsistencies, it would be accused of favoring the beneficiaries who seek to gain by them.

U.S. Bank has only ever addressed this matter in accordance with its obligations as Trustee. It is not U.S. Bank's fight and U.S. Bank has no interest in the outcome other than with respect to its duty to honor its obligations to all the beneficiaries, residual beneficiaries included, which entails honoring the Trust provisions and pointing out applicable law that has either been overlooked or disregarded.

U.S. Bank Argued in It's Objection to the Proposed Settlement that the Proposed Settlement Could Not Be Approved Based Upon Lack of Notice to the Residual Beneficiaries

Notice to the residual beneficiaries was an issue to be addressed at the hearing and is subject to a ruling by the Court. U.S. Bank having shown up for a hearing addressing that issue and calling that a concession of other parties' rights is perplexing. As quoted above, U.S. Bank has always taken the position that the residual beneficiaries, to whom U.S. Bank owes a fiduciary obligation (just as it does all the other beneficiaries), are entitled to notice and an

opportunity to be heard with respect to the Proposed Settlement Agreement given that their residual rights are sought to be negated. U.S. Bank took the same position at the hearing, which U.S. Bank necessarily was a participant in. Whether the notice provided to the residual beneficiaries was sufficient to allow the residual beneficiaries proper notice and a chance to be heard is a call for the Court to make. With that, U.S. Bank is in no position to concede anything on behalf of any of the beneficiaries. As such, it is completely unclear how U.S. Bank could concede the rights of other parties by taking part in a hearing.

Notice to the Residual Beneficiaries Was Not Given Ten Days Before the Hearing

The Estate argues that notice of the hearing was given on June 28, 2023. A true and correct copy of the June 28, 2023 Notice is provided herewith as **Exhibit 1** and demonstrates that such notice was filed in the record but not served upon the residual beneficiaries. It remains that the residual beneficiaries were not provided notice until literally days prior to the hearing pursuant to the notice filed on August 7, 2023.

Grandchildren Appeared and Were Not Addressed

U.S. Bank already addressed this in its Objection to the Proposed Order. Grandchildren did appear but they were not admitted as panelists and did not address the Court. Further, it was never established that all the grandchildren that comprise of the residual beneficiaries were present (U.S. Bank's undersigned counsel is not familiar with all the grandchildren so would only be guessing whether that was the case).

Notice Must Be Fair to Be Deemed Lawful

U.S. Bank also already addressed the Court's ability to modify the ten day notice period in its Objection to the Proposed Order; thus, no part of the law in relation thereto was misstated. Given the facts related to the notice as pointed out in the Objection to the Proposed Order, it is up to the Court to determine if the notice provided can appropriately be deemed sufficient.

The Grandchildren Are Residual Beneficiaries of the Survivor's Trust (the A Trust)

As was pointed out on pages 2-3 of the Objection to the Proposed Settlement Agreement,

> Per Dinny's First Amendment and Restatement of the Survivor's Trust (the A Trust) (Petition, Exhibit 7), and as applicable until Dinny's Third Amendment and Restatement of the Survivor's Trust (the version that distributes to the Charities in lieu of Amy Frasier Wilson and which Amy Frasier Wilson has challenged based upon capacity) (Petition, Exhibit 8), upon Dinny's death, the balance of the Survivor's Trust (the A Trust) is to be distributed to a *spendthrift trust* established for the benefit of Amy Frasier Wilson referenced as the "Family Sentry Trust."[1] Accordingly, no distribution was to be made to Amy Frasier Wilson outright; rather, the trustee is to manage the funds on behalf of Amy Frasier Wilson and distribute to her "from time to time" such portions of the trust as deemed appropriate in the trustee's sole discretion, taking into account all of Amy Frasier Wilson's income from other sources before distributing principal. Petition, Exhibit 7, Article Seven, page 7-2.
>
> Upon Amy Frasier Wilson's passing, any remaining sums held in the Family Sentry Trust are to be distributed to Amy Frasier Wilson's husband Bill if provided for in Amy Frasier Wilson's estate plan (and if they were still married and not separated) **or, if Bill predeceased Amy Frasier Wilson or Amy did not provide for Bill in her estate plan, any remaining funds are to distribute to Dinny's heirs at law (generally meaning her nearest blood relatives).** Petition, Exhibit 7, Articles 7 and 8, pp. 7-3 and 8-1.

(Emphasis added). Dinny's heirs at law are the grandchildren, rendering them residual beneficiaries along with Amy Frasier Wilson's husband Bill.

To avoid this result, the Estate argues that the Charities are the beneficiaries because Dinny was never found incompetent by virtue of the Proposed Settlement Agreement and so the money is to be distributed to the Charities who can choose to provide a portion of the Trust monies they receive outright to Amy Frasier Wilson. The problem with that is that it remains that no beneficiary, inclusive of the Charities, can agree to an outright distribution of Trust sums to Amy Frasier Wilson as was briefed in the Objection to the Proposed Settlement Agreement. It is an impermissible end run and would promote litigation and side deals to attempt to avoid enforceable restraints and it remains contrary to controlling law.

Suggested Alternative Procedure

The Objection to the Proposed Order lodged by U.S. Bank was limited to the Proposed Order language. It remains for the Court to decide what action is appropriate to take in light

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[1] Tellingly, the term "sentry" is a reference to a soldier station to keep guard or to control access. *See, e.g.,* the Oxford Languages Google Dictionary.

thereof but U.S. Bank certainly appreciates the Estate's suggestions toward resolution with the caveat that, as addressed above, the residual beneficiaries are indeed interested parties to the Survivor's Trust (the A Trust).

Conclusion

Based upon the foregoing, U.S. Bank maintains its Objection to the Proposed order.

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.

Respectfully submitted this 24th day of August 2023.

/s/ Patricia Halstead
Attorney for U.S. Bank Private Wealth Management, Trustee

CERTIFICATE OF SERVICE

I hereby certify that I am an employee or otherwise affiliated with Halstead Law Offices and that on the 24th day of August 2023, I caused a true and correct copy of the foregoing document titled REPLY IN SUPPORT OF OBJECTION TO PROPOSED ADMINISTRATIVE & PROCEDURAL ORDER AFTER HEARING to be served by depositing a copy of the document in the U.S. Mail, first class postage prepaid, to the following:

Stanley Brown, Esq.
c/o Patrick Millsap, Esq.
510 W. Plumb Lane, Ste. A
Reno, NV 89509

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

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

Amy Frasier Wilson
c/o Mark Simons, Esq.
690 Sierra Rose Drive
Reno, NV 89511

Chapman University; Temple Beth Shalom; Irvine Community Alliance Fund; ASPCA; and St. Jude Children's Research Hospital
c/o Ryan Earl, Esq.
548 W. Plumb Lane
Reno, NV 89509

/s/ Martina Beatty

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1. Notice of Hearing, filed June 28, 2023

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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.: 15**

AMY FRASIER WILSON'S JOINDER TO THE ESTATE'S RESPONSE TO OBJECTION TO PROPOSED ORDER

Amy Frasier Wilson, ("Amy") by and through her undersigned counsel, hereby joins in the Response to Objection to Proposed Order filed by The Estate on August 23, 2023, in this matter.

I. BASIS OF JOINDER.

1. The Trustee's Objection is improper. The Trustee, who is controlled by Barrick Resnick, the attorney who has billed and charged over a million dollars in this action, continues to try to churn the conflict and dispute. The Trustee through Mr. Resnick, is acting as an advocate in breach of their fiduciary duties and responsibilities. *See Matter of W.N. Connell & Marjorie T. Connell Living Tr.*, 133 Nev. 137, 141, 393 P.3d 1090, 1094 (2017). The Trustee's ongoing and continuous opposition to the Joint Petition

in furtherance of everyone other than Amy, the Charities and the Estate is simply improper and a breach of their fiduciary duties.

2. The Trustee participated and asked for affirmative relief in the hearing. The Trustee filed extensive briefing **and billed extensively** seeking to object to the Joint Petition. However, in all of their briefing and arguments, the Trustee never once objected to the notice of the hearing. It is a well-established tenet of law that failing to object is a waiver. *Mine, Inc. v. Brown*, 97 Nev. 49, 52-53, 623 P.2d 981, 984 (1981), ("'[a] point not urged in the trial court, unless it goes to the jurisdiction of that court, is deemed to have been waived and will not be considered on appeal.'"). The Trustee can't play fast and loose by seeking relief from the Court in the hearing then complaining that the hearing was improper because proper notice was not provided. This fast and loose conduct is the epitome of Mr. Resnick's *modus oporandi* to create conflict and increase fees paid to him. See Declaration of G. David Robertson previously filed with the Court.

3. The Trustee's vacillating position is detrimental and necessitates granting of the Joint Petition in total. The Trustee originally objected to the Joint Petition arguing California law applied and the Court was precluded from granting the relief requested. When faced with Amy's response, the Trustee then recanted its prior position and ***admitted*** this Court had jurisdiction and authority by stating:

> **It also remains that U.S. Bank has already availed itself of NRS 153.031, by which a trustee or beneficiary may petition the Court with regards to the affairs of a trust.**

Resp., to Amy Frasier Wilson's Supp., p. 3:1.2 (emphasis added). So, the Trustee objected to the Joint Petition arguing California law applied, then when faced with the litany of actions whereby the prior Trustee and Dinny asked for the Court to amend the Trust under NRS 153.031. When faced with overwhelming evidence, the Trustee

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reversed its position and admitted the basis of the Joint Petition was warranted and appropriate.

4. The Trustee is asking for relief that is contrary to the acts of the prior Trustee. As Dinny and G. David Robertson demonstrated, they agreed to a global settlement of all disputes with a termination of Trust A and Trust B and distribution out of trust to Amy. That objective could not occur at that time. Now that objective can be realized by the granting of the Joint Petition in total (with potential adjustments regarding distribution of personal property). The current Trustee controlled by Mr. Resnick, seeks to contradict and refuse to honor Dinny's and the prior Trustee's conduct.

5. The Trustee still fails to present any evidence that contradicts Dinny's, the prior Trustee's and Judge Hardy's decisions to distribute assets to Amy free and clear of any trust.

6. The Trustee fails to present any argument that Trust B should not be terminated as to Amy other than relying upon the language of the trust. The Trustee still fails to present any evidence or argument why not terminating Trust B is beneficial and/or should happen when the language of the Trust B says Amy is to be preferred over everyone else.

7. The Trustee is asking for relief that will affect a subsequent trustee. At the hearing, the Trustee opposed the Joint Petition then advised the Court it wants to be immediately released as the trustee of Trust B. This conduct should send out red-flags to everyone that the Trustee is only attempting to look out for its own interests and to advocate against Amy for malicious and retaliatory reasons.

8. The ridiculous and excessive briefings by Trustee, Brad and Nori support the termination of Trust B and the granting of the Joint Petition in total. In the

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undersigned's legal career, he has never observed so many people arguing against a global settlement even when they get paid if full (Brad, Nori) or have no interest in the outcome (Trustee). This bizarre and litigious conduct is the reason Dinny, the prior Trustee, Judge Hardy, the Estate, the Charities and Amy have agreed upon and submitted the Joint Petition ending this fiasco of a case that is being churned and litigated by persons and entities for ulterior purposes and agendas.

AFFIRMATION: This document does not contain the social security number of any person.

DATED this 24th day of August, 2023.

SIMONS HALL JOHNSTON PC
690 Sierra Rose Drive
Reno, NV 89511

By: _____
MARK G. SIMONS
Attorneys for Amy Frasier Wilson

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Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of the **AMY FRASIER WILSON'S JOINDER TO THE ESTATE'S RESPONSE TO OBJECTION TO PROPOSED ORDER** on all parties to this action by the method(s) indicated below:

☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

BRADLEY FRASIER, M.D.
3609 Vista Way
Oceanside, California 92056

NORI FRASER
4372 Pacifica Way, Unit 3
Oceanside, CA 92056

DR. SARA CADY
1181 Reading Drive, Apt. 5308
Montgomery, IL 60538

DANIELLE FRASIER AROESTE
7232 Sitio Arago
Carlsbad, CA 92009

ELIOT CADY
23 Cynthia Lane
Hollis Center, Maine 04042

ELISSA CADY
3735 Quimby Road
San Jose, CA 95148

BRENDAN FRASIER
3235 Divisardero Street
San Francisco, CA 94123

☐ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

PATRICK R. MILLSAP, ESQ.
F. MCCLURE WALLACE, ESQ.
RICHARD WILLIAMSON, ESQ.
Attorneys for DINNY FRASIER

PATRICIA C. HALSTEAD, ESQ.
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RYAN EARL, Esq.
Attorney for ASPCA, Temple Beth Sholom, St. Jude's Children's Hospital, Chapman University, Irvine Community Alliance Fund

DATED this 24 day of August, 2023.

Employee of Simons Hall Johnston PC

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Settlement Agreement	13

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Reno, NV 89511
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Clerk of the Court
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Attorney for U.S. Bank Private Wealth Management, Trustee

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

In the Matter of
JORDAN DANA FRASIER FAMILY TRUST
_____/

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

SUPPLEMENT TO REPLY IN SUPPORT OF OBJECTION TO PROPOSED ADMINISTRATIVE & PROCEDURAL ORDER AFTER HEARING

COMES NOW U.S. Bank Private Wealth Management ("U.S. Bank"), as successor trustee of the Jordan Dana Frasier Family Trust and the sub-trusts derived therefrom (also referred to as the "Trustee"), by and through counsel Patricia Halstead of Halstead Law Offices, and hereby supplements its Reply in support of its Objection to the proposed Administrative & Procedural Order After Hearing, which was filed on August 23, 2023 (the "Objection to the Proposed Order"), based upon the subsequently filed "Joinder" to the Estate's Response to the Objection to the Proposed Order filed by Amy Frasier Wilson on August 24, 2023, and primarily to clarify the many misstatements made therein.

U.S. Bank Should Not Have To Continually Defend Its Counsel Against Personal Attacks

U.S. Bank's objection is proper. The point of circulating a proposed order is to determine if there are objections. U.S. Bank stated its objection clearly. U.S. Bank's objection is based upon its long standing and fully briefed position, and U.S. Bank's objection is supported by cited legal authority. Continuous attacks on counsel based upon unsupported accusations and hyperbole have no place. The parties were admonished about the same at the hearing, and the Court must not entertain the same. Such approach is a litigation tactic

designed to intimidate counsel and improperly attempt to prejudice U.S. Bank. At best it is disappointing, at worst it is sanctionable.[1]

As Already Briefed in its Reply, Participating in a Hearing Where the Issue of Proper Notice to Residual Beneficiaries Is to Be Considered Is Not Akin to Waiving Notice on Behalf of the Residual Beneficiaries Simply By Showing Up to the Hearing

U.S. Bank cannot waive another party's rights and appearing at a hearing where an issue is to be addressed in no way equates to conceding the issue. The notice speaks for itself and is required to be considered in light of NRS 155.010 – there is nothing else to be said about that.

U.S. Bank Never Contested the Court's Jurisdiction

U.S. Bank has addressed this in prior briefing. Merely repeating a falsehood over and over does not make the falsehood magically become true.

The Prior Distribution Relied Upon In the "Joinder" Was Agreed Upon and Undertaken by Dinny Frasier With the Aid of Counsel

It is unclear how many times this needs to be said and how many times it will continue to be ignored - when the Tax Exempt Trust (the B Trust) was settled and confirmed by Judge Hardy it entailed an outright distribution of real property from the Survivor's Trust (the A Trust) to Amy Fraiser Wilson. A copy of that settlement agreement is provided with the Amended Petition for Instructions as Exhibit 9 and is signed by Dinny herself, who was named as a party to the settlement agreement, who initialed and signed it, and who was represented by counsel. It was Dinny's prerogative to make that distribution during her lifetime. Dinny, however, is no longer alive and her controlling trust directives provide for restraints against any distributions to Amy Frasier Wilson, and none of the beneficiaries can agree otherwise as established by cited and controlling law.

In sum, while Dinny was alive, she could control the Survivor's Trust (the A Trust) and distribute as she pleased. Upon her death, the Survivor's Trust (the A Trust) became

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[1] *See, e.g.,* Canterino v. The Mirage Hotel, 117 Nev. 19, 31, 16 P.3d 415, 423 (2001) (concurring opinion with string cites recognizing that a purposeful attack on opposing counsel is impermissible as well as improper, unethical, and prejudicial), and McGuire v. State, 100 Nev. 153, 157, 677 P. 2d 1060, 1064 (1984) (recognizing that disparaging comments about opposing counsel have no place in a courtroom and clearly constitute misconduct).

irrevocable and the parties are bound by its terms inclusive of the restraint. Upon Joe's death, prior to Dinny's death, the Tax Exempt Trust (the B Trust) became irrevocable. As both sub trusts are irrevocable, the material provisions cannot be amended by agreement of any of the beneficiaries and the restraints set forth in both are mandated.

The money was Joe's and Dinny's. The beneficiaries are only entitled to it as Joe and Dinny have designated; and, as to Amy Frasier Wilson, that entails a legally mandated restraint.

Preference to Amy Frasier Wilson Is Designated In the Context of the Trustee's Option to Distribute Trust Sums Held/Restrained on Amy Frasier Wilson's Behalf to Residual Beneficiaries

This has been addressed and is continually taken out of context to avoid the restraint. The trust language is plain and this misstatement was already addressed by the Court at the hearing.

U.S. Bank Did Not Ask to Be Immediately Released as Trustee from Trust B

U.S. Bank was clear that once the trust sums were distributed, U.S. Bank would not elect to serve as trustee of Amy Frasier Wilson's restrained trust sums and that a new corporate trustee would need to be appointed to manage such sums on Amy Frasier Wilson's behalf. U.S. Bank should not have to repeatedly correct misstatements, particularly about its own position.

U.S. Bank Has Been Clear, Concise, and Has Cited Extensive Authority for Its Position

The *ad hominem* attacks are what is a red flag. U.S. Bank has been clear in its briefing, which is supported in law and the terms of the trust documents. It remains that attacking U.S. Bank, attacking U.S. Bank's counsel, repeatedly misstating facts, ignoring the law, misconstruing trust language, and proverbially pounding the table is what is unnecessarily incurring time and money, and all of which fails to address the merits of the legal issue faced by the Court.

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The Trustee Is Charged With Abiding By the Law and the Terms of the Trust

U.S. Bank must abide by controlling trust terms and cannot be expected to rubber stamp a settlement that is contrary to trust terms, contrary to law, and impacts residual beneficiaries to whom the U.S. Bank owes a fiduciary duty. U.S. Bank would like to see this matter settled as much as anyone else but it must be done in accordance with the law and the Settlor's directives, which entail a restraint upon Amy Frasier Wilson's distributions.

As has been repeatedly pointed out, the only remaining and pending dispute was as to Dinny's competency and whether the Third Amendment to the Survivor's Trust (the A Trust) would be controlling and Amy Frasier Wilson would be the sole heir subject to the restraints set forth in that trust document, or whether the latter amendments would control and the Charities would be the beneficiaries. The restraint upon Amy Frasier Wilson's distributions was never at issue and has only come up based upon the leverage of the settlement of the competency issue, which was exploited to attempt to avoid the restraint.

By law the restraint cannot be avoided and the Trustee is bound to enforce the trust as written with the restraint. While this may be the first in Amy Frasier Wilson's counsel's career in dealing with this issue, clearly it is not novel as U.S. Bank cited numerous cases throughout the United States where the same issue was litigated and the restraint was required to be upheld. Again, the hyperbole is unwarranted.

Conclusion

Based upon the foregoing, U.S. Bank continues to maintain its Objection to the Proposed order.

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.

Respectfully submitted this 24th day of August 2023.

/s/ Patricia Halstead
Attorney for U.S. Bank Private Wealth Management, Trustee

CERTIFICATE OF SERVICE

I hereby certify that I am an employee or otherwise affiliated with Halstead Law Offices and that on the 24th day of August 2023, I caused a true and correct copy of the foregoing document titled SUPPLEMENTAL REPLY IN SUPPORT OF OBJECTION TO PROPOSED ADMINISTRATIVE & PROCEDURAL ORDER AFTER HEARING to be served by depositing a copy of the document in the U.S. Mail, first class postage prepaid, to the following:

Stanley Brown, Esq.
c/o Patrick Millsap, Esq.
510 W. Plumb Lane, Ste. A
Reno, NV 89509

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

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

Amy Frasier Wilson
c/o Mark Simons, Esq.
690 Sierra Rose Drive
Reno, NV 89511

Chapman University; Temple Beth Shalom; Irvine Community Alliance Fund; ASPCA; and St. Jude Children's Research Hospital
c/o Ryan Earl, Esq.
548 W. Plumb Lane
Reno, NV 89509

/s/ Martina Beatty

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(Index to Exhibits)

1. Notice of Hearing, filed June 28, 2023

F I L E D
Electronically
PR16-00128
2023-09-13 03:51:01 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9884876

Danielle Frasier Aroeste
7232 Sitio Arago
Carlsbad, California 92009
Telephone: (760)-579-1867

Residual Beneficiary of the Jordan Dana Frasier Family Trust

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the	Case No.: PR16-00128
JORDAN DANA FRASIER FAMILY TRUST,	Dept. No.: PR

NOTICE OF DANIELLE FRASIER AROESTE'S AND BRENDAN FRASIER'S POSITIONS WITH REGARD TO THE JUNE 2023 SETTLEMENT

COME NOW, Danielle Frasier Aroeste and Brendan Frasier, residual beneficiaries of the Jordan Dana Frasier Family Trust, in pro se.

On August 15, 2023, Danielle Frasier Aroeste and Brendan Frasier attended a Zoom hearing regarding The Settlement Agreement of June 2023, proposed by Amy Frasier Wilson (Ms. Wilson), the Charities, and the attorney for the Estate of Dinny Frasier, in the matter involving Ms. Wilson's challenge to Mrs. Frasier's testamentary capacity to modify her trust, the "Survivors Trust" or "A Trust."

We received notification via mail, only a few days prior to the hearing, that The Settlement Agreement not only involved settling the dispute between the Charities and Ms. Wilson regarding the ownership of the A Trust, but also proposed to modify the terms of B Trust. Under these modified terms, Ms. Wilson would receive her inheritance out of trust and the grandchildren would be excluded from receiving Ms. Wilson's residual B Trust assets following her death. Both changes go against the expressed wishes of our grandparents, Jordan and Dinny Frasier, as documented in the Jordan Dana Frasier Family Trust.

This notification was the first time we became aware of any impact on our inheritance from

the B Trust. Consequently, we attended the August 15, 2023 hearing to express our disagreement with the proposed Settlement Agreement, but regrettably, we were denied the opportunity to voice our concerns during the proceedings. We have not previously participated in hearings or settlement agreements, as none have affected our respective inheritances outlined in the Jordan Dana Frasier Family Trust, until now.

From our perspective, there is no doubt as to why our grandfather established Ms. Wilson's spendthrift trust and designated the grandchildren as residual beneficiaries of her portion of the B Trust and not Bill Wilson. We have witnessed numerous incidents and have extensive experience that substantiate our grandfather's reasoning for this decision, as we perceive Ms. Wilson to be emotionally unstable and financially irresponsible.

In conclusion, we firmly believe that the Charities, Ms. Wilson, and the attorney for our grandmother's estate, should not have the ability to modify the terms of the B Trust. Ms. Wilson should receive her inheritance in a spendthrift trust and her residual assets should go to the grandchildren following her death, as specified by our grandfather and grandmother in the Jordan Dana Frasier Family Trust.

AFFIRMATION

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

Respectfully submitted this 13th day of September 2023.

/s/ Danielle Frasier Aroeste

/s/ Brendan Frasier

Residual Beneficiaries of the Jordan Dana Frasier Family Trust, in Pro Se

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Alicia L. Lerud
Clerk of the Court
Transaction # 9885491

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

Telephone: (760)-637-2500
Facsimile: (760) 637-2501

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the	Case No.: PR16-00128
JORDAN DANA FRASIER FAMILY TRUST,	Dept. No.: PR

DANIELLE FRASIER AROESTE'S, BRENDAN FRASIER'S, NORI FRASIER'S, ELIOT CADY'S, DR. SARA CADY'S, AND ELISSA CADY'S JOINDER TO DR. BRADLEY FRASIER'S POSITION WITH REGARD TO THE PROPOSED JUNE 2023 SETTLEMENT AGREEMENT

Based upon their communicated desire to support Dr. Bradley Frasier's position regarding the June 2023 settlement agreement, Dr. Bradley Frasier hereby submits this joinder as signed by Danielle Frasier Aroeste, Brendan Frasier, Nori Frasier, Eliot Cady, Dr. Sara Cady, and Elissa Cady who may also submit their opinions and concerns individually and independently here from. By and through their

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signatures below, Danielle Frasier Aroeste, Brendan Frasier, Nori Frasier, Eliot Cady, Dr. Sara Cady, and Elissa Cady, acknowledge and hereby submit their joinder in support of Dr. Bradley Frasier's position.

DocuSigned by:
Danielle Frasier Aroeste
89A290E157F044A...
Danielle Frasier Aroeste

DocuSigned by:
BRENDAN FRASIER
BBF858F62DD347E...
Brendan Frasier

DocuSigned by:
Nori Frasier
1157E6EF107946E...
Nori Frasier

DocuSigned by:
657BCD53314A4A5...
Eliot Cady

DocuSigned by:
Sara Cady
51536E8944CD4C9...
Dr. Sara Cady

DocuSigned by:
Elissa Cady
B3C97710762F4B8...
Elissa Cady

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.

Respectfully submitted this 14th day of September 2023.

/s/ Bradley L. Frasier, M.D.
Beneficiary of Jordan Dana Frasier Family Trust, in Pro Se

FILED
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Alicia L. Lerud
Clerk of the Court
Transaction # 9891637

1830
MARK G. SIMONS, ESQ.
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Attorneys for Amy Frasier Wilson

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the matter of the JORDAN DANA FRASIER FAMILY TRUST	**CASE NO.: PR16-00128** **DEPT. NO.: 15**

DECLARATION OF AMY FRASIER WILSON

Amy Frasier Wilson, ("Amy") by and through her undersigned counsel, hereby submits the Declaration of Amy Frasier Wilson attached hereto as **Exhibit 1**.

AFFIRMATION: This document does not contain the social security number of any person.

DATED this 18th day of September, 2023.

SIMONS HALL JOHNSTON PC
690 Sierra Rose Drive
Reno, NV 89511

By: _____
MARK G. SIMONS
Attorneys for Amy Frasier Wilson

SIMONS HALL JOHNSTON PC
690 Sierra Rose Drive
Reno, NV 89511
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of the **DECLARATION OF AMY FRASIER WILSON** on all parties to this action by the method(s) indicated below:

☒ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

BRADLEY FRASIER, M.D.
3609 Vista Way
Oceanside, California 92056

NORI FRASER
4372 Pacifica Way, Unit 3
Oceanside, CA 92056

DR. SARA CADY
1181 Reading Drive, Apt. 5308
Montgomery, IL 60538

DANIELLE FRASIER AROESTE
7232 Sitio Arago
Carlsbad, CA 92009

ELIOT CADY
23 Cynthia Lane
Hollis Center, Maine 04042

ELISSA CADY
3735 Quimby Road
San Jose, CA 95148

BRENDAN FRASIER
3235 Divisardero Street
San Francisco, CA 94123

☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

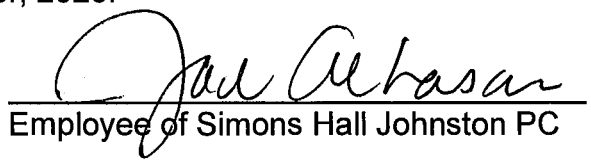
PATRICK R. MILLSAP, ESQ.
F. MCCLURE WALLACE, ESQ.
RICHARD WILLIAMSON, ESQ.
Attorneys for DINNY FRASIER

PATRICIA C. HALSTEAD, ESQ.
Attorney for US BANK NATIONAL ASSOCIATION

SIMONS HALL JOHNSTON PC
690 Sierra Rose Drive
Reno, NV 89511
Phone: (775) 785-0088

RYAN EARL, Esq.
Attorney for ASPCA, Temple Beth Sholom, St. Jude's Children's Hospital, Chapman University, Irvine Community Alliance Fund

DATED this 18 day of September, 2023.



Employee of Simons Hall Johnston PC

SIMONS HALL JOHNSTON PC
690 Sierra Rose Drive
Reno, NV 89511
Phone: (775) 785-0088

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Declaration of Amy Frasier Wilson	4

SIMONS HALL JOHNSTON PC
690 Sierra Rose Drive
Reno, NV 89511
Phone: (775) 785-0088

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EXHIBIT 1

EXHIBIT 1

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

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

DECLARATION OF AMY FRASIER WILSON

I, Amy Frasier Wilson, hereby declare as follows:

1. I am a resident of California.

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

3. I am the oldest daughter of Jordan Frasier and Dinny Frasier.

4. Statements filed with the Court by Danielle Frasier Aroeste and Brendan Frasier make false allegations against my character and are without merit in the current proceedings. I have not had any form of contact with either of them since late 2014 shortly after my father, Jordan Dana Frasier's funeral. Both Danielle Frasier Aroeste and Brendan Frasier decided not to attend the funeral of my mother, Dinny Frasier, in May 2019. Neither Danielle Frasier Aroeste nor Brendan Frasier have maintained the required communication level to be able to factually attest as to whether I am currently emotionally unstable or financially irresponsible.

5. Statements filed with the Court by Bradley L. Frasier make false allegations against my character and are without merit in the current proceedings. The only form of recent contact that I have had with Bradley L. Frasier has been through my attorney or by Bradley L. Frasier's abusive emails which were sent to me while he was having a psychological breakdown. Bradley L. Frasier has not maintained the required communication level to be able to factually attest as to whether I am currently emotionally unstable or financially irresponsible.

6. Joinder filed with the Court by Danielle Frasier Aroeste, Brendan Frasier, Nori Frasier, Eliot Cady, Dr. Sara Cady and Elissa Cady in support of Bradley L. Frasier's Notice of Position with Regard to the June 2023 Settlement, makes false allegations against my character and is without merit in the current proceedings. I do not currently have communications with any of the above persons, and I have had no contact with Nori Frasier, Eliot Cady, Dr. Sara Cady and Elissa Cady since the funeral of my mother, Dinny Frasier in May 2019. Both Danielle Frasier Aroeste and Brendan Frasier decided not to attend the funeral of my mother, Dinny Frasier in May 2019. None of the above persons have maintained the required communication level to be able to factually attest as to whether I am currently emotionally unstable or financially irresponsible.

7. In contrast to the false statements and allegations made to the Court, I have demonstrated the sophisticated business acumen required to retain legal counsel and advisors that have supported me in my quest for justice, both at the Nevada Supreme Court and District Court levels.

8. In contrast to the false statements and allegations made to the Court, I have held management employment roles since the Trust was amended in 1999. Examples include being Co-Property Manager for 10 years at a 32-unit high end apartment complex. Management duties

include leasing, collecting rents, tenant relationship management, legal evictions, hiring of maintenance contractors and vendors, monthly rent roll accounting exceeding $50K per month. In addition, I was a paid Election Supervisor in which I supervised and managed poll precinct workers during the 2009 California Gubernatorial election. My performance was deemed stellar, and I have been repeatedly recruited to manage future elections. Both examples required background and credit checks, and if there was a concern about whether I was emotionally unstable or financially irresponsible, I would not have been approved for either of the above roles.

9. In contrast to the false statements and allegations made to the Court, my right to receive Social Security and Medicare benefits is supporting proof that that I have worked and contributed to Social Security fund over the years to meet the qualification requirements. In addition, I am fully covered by Medicare, Blue Shield Plan F Plus Stop Gap, WellCare RX for all my medical needs.

9. In contrast to the false statements and allegations made to the Court, my nature is to conserve and to be frugal with my resources. I cook the majority of my meals at home to avoid overspending on dining out. I drive a 2007 hybrid Prius to conserve fuel. I pay all of my bills on time. I currently have multiple credit cards with high credit limits as I have been granted credit line increases by the issuers over the years without a request due to my excellent payment history. This includes one credit card that was issued to me in 1978 that in the 45 years that I have maintained the account, I have never paid late or missed a payment.

10. In contrast to the false statements and allegations made to the Court, there have been "changed circumstances" which have occurred over the years. These "changed circumstances" were not known to Jordan and Dinny Frasier and could not be anticipated by either Settlor which

impacted the need or accomplishment for the purposes of the Trust under its amended terms. Jordan and Dinny intended the Trust to provide certain benefits to the beneficiaries, including myself, yet they did not know or anticipate the need and purposes of the Trust may be impacted or influenced by following examples of future "changed circumstances": 1. 2010 Affordable Care Act (ACA) – (Public Policy providing Health Coverage for Amy's pre-existing conditions); 2. 2008 Great Recession (Real Estate Bank Crisis) (a) Bank Credit tightening requiring Trust to co-sign with Brad's trust for medical building and to be required by Bank to be on title. b) Trust purchases of bank owned Mission Viejo, Oceanside personal residential real properties resulted in Settlors primary residence distribution becoming moot); 3. 2019 – Present COVID-19/Biden Administration Student Loan Forgiveness (Payments/Interest delayed and Loans Forgiven are now being granted as matter of Public Policy rather than by permanent disability); 4. 2016-Present - The Matter of Jordan Dana Frasier Family Trust (Ongoing Litigation continuing to defeat the purpose of the Trust by depleting Trust assets intended for the benefit of the Trust beneficiaries).

11. In contrast to all of the false statements and allegations made to the Court, I have done everything in my power to find a solution to the ongoing litigation instead of creating obstacles. I support granting the Petition in full and pray that the Court is in full agreement.

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

Executed at Mission Viejo, CA this 17th Day of September 2023

Amy Frasier Wilson

DECLARATION OF AMY FRASIER WILSON

F I L E D
Electronically
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2023-11-30 11:27:55 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 10023540

CASE NO. PR16-00128 TRUST: JORDAN DANA FRASIER FAMILY TRUST

DATE, JUDGE OFFICERS OF COURT PRESENT	APPEARANCES-HEARING
9/19/23 HON. TAMMY M. RIGGS DEPT. NO. 3 L. Sabo (Clerk) N. Hansen (Reporter)	**DISPOSITION HEARING** Hearing conducted both in person and via Zoom audiovisual conference. The Estate of Dinny Frasier was being represented by counsel, Patrick Millsap, Esq. appearing in person. Stanley Brown, Esq., Special Administrator, was present with counsel, Patrick Millsap, Esq., appearing in person. U.S. Bank National Association was being represented by counsel, Patricia Halstead, Esq., appearing in person. Also present for U.S. Bank National Association was in-house counsel Barry Resnick, Esq., appearing remotely. Amy Frasier Wilson was being represented by counsel, Mark Simons, Esq., appearing in person. Interested Parties ASPCA, Chapman University, Irvine Community Alliance Fund, St. Jude's Children's Hospital and Temple Beth Sholom (the Charities) were being represented by counsel, Ryan Earl, Esq., appearing remotely. Interested Parties Bradley Frasier and Nori Frasier were also present, appearing remotely via Zoom. Additional members of the Frasier family were in attendance and observing these proceedings remotely. The Court addressed respective counsel and confirmed review of the entire record in this case in preparation for the Court's decision on the issues at hand. The Court directed that counsel Millsap prepare and submit the order regarding the settlement and counsel Halstead prepare and submit the order regarding the Amended Petition for Instructions. The Court addressed the Settlement Agreement of March 6, 2023, which was filed herein on June 26, 2023, between the Charities and Amy Frasier Wilson and granted said Settlement Agreement as to the Survivors' Trust (Trust A). The Court discussed the history of this case and stated that the Third Amendment to Trust A superseded the terms of Trust A's prior provisions and amendments. The Court noted that Amy Frasier Wilson was the only beneficiary to challenge the Third, Fourth and Fifth Amendments to this trust; therefore, only the Charities and Ms. Frasier Wilson have an interest in the Court's ruling regarding the Survivors' Trust (Trust A). The Court discussed the ruling of the Nevada Supreme Court in remanding this matter to this jurisdiction to address the issue of Dinny Frasier's capacity and discussed the agreement reached and the benefit to the Charities in Ms. Frasier Wilson releasing her claim as to Dinny Frasier's capacity. The Court determined

that Ms. Frasier Wilson's share of the Trust A property shall be free of trust. The Court discussed the reasons the Court approved this agreement, including the diminished assets of Trust A due to the lengthy litigation.
The Court made additional statements regarding the operative amendments to Trust A and the jurisdiction of this Court to modify the terms of the trust upon a petition by a beneficiary.
Upon all trust obligations being paid, including the equalization payments in accordance with the 2017 Settlement Agreement, the Trustee shall transfer the remaining property in Trust A as set out in the March 2023 Settlement Agreement.
The Court discussed the San Juan Capistrano property, which is assigned to Trust A to be sold, and discussed how the proceeds of that sale are to be distributed.
The Court stated that at the conclusion of all business related to Trust A, the Trustee will terminate Trust A. Thereafter, counsel Millsap, Mr. Brown, counsel Earl and the Charities will all be dismissed from further participation in these proceedings.
Counsel Millsap addressed the Court regarding the professional fees to counsel Millsap, counsel Halstead, counsel Resnick and Mr. Brown, which are to be paid prior to the final distribution of Trust A.
The Court stated that the topic of payment of professional fees will be addressed by the Court during the Court's directions regarding instructions to the Trustee.
The Court thereafter addressed the Tax-Exempt Trust (Trust B) and denied the settlement agreement as to Trust B. The Court stated that all of the necessary beneficiaries of Trust B did not participate in the settlement discussions and their input was not sought when settlement was reached.
The Court noted that the Court's ruling on Trust B has no bearing on the Court's approval of the Settlement Agreement on Trust A.
The Court discussed the spendthrift provision and the fact that the parties failed to provide the Court with the proper authority which would allow the Court to override said provision. Therefore, this Court will not modify the spendthrift provision of Trust B and Ms. Frasier Wilson's share of will remain in trust, with the exception of any equalization or real estate exchange payments made to Trust B from Trust A. Pursuant to the Settlement Agreement on Trust A, those payments are to be made free of trust.
The Court discussed numerous recent filings from the beneficiaries and the residual beneficiaries; the Court suggested that the residual beneficiaries consult with counsel as to any interest they believe they have in the outcome of this case. The Court noted that the residual beneficiaries appear to be under the impression that they will receive an inheritance upon this matter being resolved, which is not the case.
The Court understands that all property transfers have been made pursuant to the 2017 Settlement but that no real estate exchange or equalization payments have been made.
In response to the Court, counsel Halstead confirmed the Court's understanding and informed the Court that a corporate trustee will need to be designated once Trust B is distributed to Ms. Frasier Wilson, as U.S. Bank will not be administering that on her behalf.

Counsel Millsap addressed the Court and requested clarification on the Court's ruling, suggesting that the March 2023 Settlement Agreement as to Trust A is approved with the exception of paragraph 3, which is the paragraph modifying Trust B.

The Court agreed with counsel Millsap's suggestion. The Court directed counsel Millsap to prepare the order as to the 2023 Settlement Agreement and circulate it to remaining counsel prior to submitting it to the Court for signature.

The Court next addressed the Trustee's Amended Petition for Instructions, filed on January 20, 2023, and Supplement to the Petition filed on April 10. 2023. The Court granted the Amended Petition and ordered the Trustee to carry out the provisions contained therein.

The Court reviewed the terms of the Amended Petition and directed counsel Halstead to update or confirm the dollar amounts stated by the Court.

The Court noted that there was no representative of Premier Trust and directed counsel Halstead to include the Trustee when circulating the proposed Order to the parties.

The Court ordered that Premier Trust conduct an accounting of the truest assets and relinquish the remaining funds to the current Trustee, U.S. Bank.

The Trustee will sell the real property in San Juan Capistrano and distributed under the terms of the 2023 Settlement Agreement. Additionally, the Trustee shall make equalization payments to Trust B for exchange of Trust A related to the Vista Way and Pacific Way properties. The portion of said payment that is to go to Amy Frasier Wilson shall be free of trust. However, anything that is already being held in Trust B shall remain in trust.

The Court and counsel Halstead reviewed the Court's directive on this issue further, related to the fact that Premier Trust should have already made equalization payments from Trust A to Trust B.

The Court directed that any business that should have been conducted through Trust A prior to this time be finalized before the charities and Amy Frasier Wilson receive anything from Trust A.

Counsel Halstead discussed the equalization payments versus the exchange payments for the properties, noting that the exchange payments should have already been made from Trust A to Trust B. Further, counsel Halstead stated that U.S. Bank was unaware that those exchange payments had not already been made when U.S. Bank became Trustee and informed the Court that those exchange payments were not contemplated in the Settlement Agreement.

Further discussion was held among the Court, counsel Halstead, counsel Millsap and counsel Simons on this topic, including the Order issued by Judge Hardy.

The Court confirmed review of the 2017 Settlement Agreement and July 2017 Order issued by Judge Hardy regarding the same.

The Court took a brief recess in order to retrieve Judge Hardy's July 6, 2017 Order and reviewed the portion of said Order which was pertinent to this issue, reading the same into the record.

Counsel Halstead noted that the exchange payments were not addressed therein.

The Court determined that the exchange payments should be subject to trust.

Counsel Simons argued that the exchange payments should be free of trust.

The Court will set this issue aside until the end to review further with any other objections the parties may have to the Court's rulings.
Thereafter, the Court discussed the personal property to be assigned to Trust B, noting that Amy Frasier Wilson was not awarded the settler's property from the primary residence. The Court confirmed that the personal property remaining from the San Juan Capistrano property will not be assigned to Amy Frasier Wilson. Counsel Halstead confirmed that the personal property had not been removed from that residence.
The Court determined that the Trustee may attempt to obtain input from Bradley Frasier and Nori Frasier regarding the division of said property but the distribution of the same was under the sole discretion of the Trustee.
Counsel Simons confirmed that the intent was for the personal property at San Juan Capistrano is to go into Trust B.
Counsel Halstead pointed out that the personal property received by Amy Frasier Wilson through Trust A had been distributed outright. Counsel Millsap discussed the Settlement Agreement as it related to the personal property included in Trust A, the difficulty in knowing which property was included in Trust A due to the fact that there was no specific inventory completed, and how the Settlement Agreement was crafted to address the personal property contained in Trust A.
Discussion was held between the Court and counsel Millsap regarding the 2023 Settlement Agreement and the contemplation of the settlers when the Trust was created.
Counsel Simons requested that, if the Court determined that the personal property thought to be part of Trust A should be included in Trust B an equalization payment be made to Trust A for all the appraisals, professional fees, etc., conducted on said personal property with Trust B taking on that burden.
In response to the Court, counsel Halstead confirmed that Trust B did not contemplate those payments, with the parties operating on the understanding that said property was part of Trust A.
The Court suggested keeping said personal property in Trust A and discussed the Fifth Amendment to the Trust.
In response, counsel Halstead discussed the intent of the Trust and discussed that the appraisals could be reimbursed but parsing out legal or professional fees specifically related to the personal property thought to be in Trust A would be difficult to do.
The Court determined that any personal property located in the San Juan Capistrano residence should be distributed through Trust B. Any appraisal paid for by Trust A shall be reimbursed by Trust B; however, any professional or legal fees related to those appraisals will not be reimbursed.
Counsel Millsap addressed the 2018 Accounting completed by Premier Trust which was approved by the Court at that time. Said Accounting included a schedule of assets for Trust A and for Trust B. In that schedule of assets, no personal property was listed. However, Trust A included identification of certain personal property. Therefore, even though there was no exact inventory of the personal property contained in either Trust, certain items of personal property were listed as assets of Trust A.

Further discussion was held between the Court and counsel Millsap regarding the personal property located inside the San Juan Capistrano residence, with counsel Millsap confirming that no personal property items contained inside the residence were included in the accounting of Trust A, with only a Cadillac, a golf cart and possibly one other item being listed as under Trust A.

The Court confirmed that any item assigned to Trust A will remain under Trust A with the other items of personal property belonging to Trust B and that any appraisals of said personal property paid for through Trust A are to be reimbursed by Trust B. Additionally, any legal work and expenses going forward related to the personal in-house property shall be attributed to Trust B as those items are under Trust B.

The Court confirmed the knowledge that the other beneficiaries, Amy Frasier Wilson, Bradley Frasier, and Nori Frasier, may want to be heard on this issue. However, the Court noted that the residual beneficiaries, who were attending via Zoom, have a remote interest. The Court confirmed that under the terms of Trust B, Amy Frasier Wilson's interest is considered primary and there was no inheritance under Trust B unless Amy Frasier Wilson was deceased. Therefore, the Court will not hear from the residual beneficiaries.

In response to the Court, counsel Simons stated that Amy Frasier Wilson did not have anything to add regarding the issue of personal property.

At the direction of the Court, Bradley Frasier was promoted to a panelist on Zoom in order to have an opportunity to address the Court.

The Court addressed Mr. Frasier regarding his emails to the Court's Judicial Assistant, which the Court considered ex-parte communication, and informed all parties that the Court was not considering those emails or the papers filed herein by Mr. Frasier. The Court apologized for the parties being cut off at the end of the last Zoom hearing and confirmed that it was not intentional and was not an attempt to disrespect any of the parties.

The Court directed that Mr. Frasier respond only to the issue of the personal property contained in the San Juan Capistrano residence. Mr. Frasier informed the Court that he had provided counsel Halstead with a list of preferences regarding distribution of said personal property and discussed the decedents' preference to have everything split equally among the three siblings. Mr. Frasier responded to additional questions posed by the Court regarding the resolution reached as to the distribution of real property. Additionally, Mr. Frasier discussed the May 18, 2009 document prepared by his father regarding the distribution of additional real property (Palm Desert property).

The Court confirmed that the May 18, 2009 document was not the operative document in this case.

Mr. Frasier responded to the Court's statement and discussed his father's preference. Regarding the issue of the personal property, Mr. Frasier agreed that any specific items each sibling wanted could be distributed to them with the remaining items to be sold and split among the three siblings. Mr. Frasier discussed some missing items of personal property, whereafter the Court stated that the Trustee would inform the Court if this was an issue that needed the Court's attention.

The Court confirmed that Mr. Bradley Frasier had no objection to the distribution of the personal property in the San Juan Capistrano residence. Mr. Frasier agreed that he had no objection.
At the direction of the Court, Nori Frasier was promoted to a panelist on Zoom in order to have an opportunity to address the Court. In response to the Court, Ms. Frasier confirmed that she wanted to buy all of the personal property items that were contained in the San Juan Capistrano residence, allowing for each sibling to take whatever pieces they want, with the goal being that the items not be put up for auction.
The Court discussed the terms of the Trust which included that Amy Frasier Wilson not receive any personal property from the San Juan Capistrano residence; however, it sounds like there is no objection to Ms. Frasier Wilson requesting some items. Ms. Frasier confirmed that the three siblings could work out the distribution of the personal property items among themselves and confirmed her intent to keep the personal property within the family.
The Court reiterated the apology previously stated to Mr. Frasier regarding the parties being unintentionally disconnected at the end of the last hearing and stated that it was in no way an attempt to disrespect any of the parties.
Ms. Frasier acknowledged the Court's apology and discussed the appraised value of the property, noting that she wanted to pay the entire amount.
The Court determined that that would not be part of the Court's order at this time and determined that the Trustee shall work with the three siblings to determine an appropriate distribution. Additionally, the Court determined that the Trustee had the discretion to obtain the preferences from the 3 siblings as to the distribution of the personal property. However, the Court confirmed that the Trustee's discretion is primary with the final as to the distribution of the personal property.
The Court addressed the Palm Desert property (Lavender Court) and stated that the Trustee may sell that property and distribute those funds in accordance with the trust documents and the Settlement Agreement.
In response to the Court, counsel Halstead requested clarification of the division of Trust B and whether the one-third division includes the Palm Desert property, which Nori Frasier has asked by distributed to her in exchange for funds she may otherwise receive.
Counsel Simons stated that Ms. Amy Frasier Wilson may have an objection to proceeding that way.
Further discussion was held among the Court, counsel Simons and counsel Halstead regarding the exchange funds and the fact that there was no exchange for the property distributed outright to Amy Frasier Wilson. Counsel Simons discussed the Settlement Agreement reached and the July 6, 2017 Order issued by Judge Hardy related to equalization payments and distributions.
The Court reviewed said Order and read a portion of the same into the record.
The Court and counsel Simons discussed the meaning of that portion of the Order.
Barry Resnick addressed the Court regarding the settlement reached in 2017 and the specificity that only the equalization payments would be outside the Trust.
The Court discussed the contents of the Order and the plain language interpretation of the same as it related to equalization payments. The Court determined that the

equalization payments, and not the real estate payments, were to be made outside the trust.
Counsel Simons will inform Ms. Frasier Wilson of the Court's rulings to allow her to determine how she wants to proceed as to the administration of Trust B.
The Court clarified that the Court was addressing the distribution of the personal property and whether Ms. Frasier Wilson would be willing to engage with her siblings regarding those items.
Counsel Simons believed his client would be willing to resolve that issue with her siblings. However, counsel Simons stated that the Court had addressed the distribution of the Palm Desert property and whether Ms. Frasier Wilson would consent to such a distribution; in that regard, counsel Simons would need to speak with his client. Further discussion was held between the Court and counsel Simons regarding this issue.
The Court determined that the Trustee will be allowed to sell the Palm Desert property and if Ms. Frasier Wilson wanted to purchase that property for fair market value, she could do so.
Counsel Earl addressed the Court regarding the personal property and confirmed that the Charities were not interested in the personal property contained in Trust A.
Counsel Earl addressed the correspondence received by the Court from Bradley Frasier and stated that counsel has also received numerous emails from Mr. Frasier including threats of appeal based on the ground that the settlement entered into between the Charities and Ms. Frasier Wilson was not consistent with Dinny Frasier's intent. Counsel Earl stated the hope that said correspondence will cease now that these matters are being resolved. Counsel Earl stated the intent to distribute the properties in Trust A and be finished with this litigation and expressed concern that there may be ongoing litigation related to Trust B. Counsel Earl stated his hope that any ongoing litigation will not impact Trust A, noting that the attorney fees thus far have been paid out of Trust A.
The Court stated the belief that Bradley Frasier has no standing regarding any Trust A issue.
The Court reiterated the Court's intention that Trust A is to be resolved and terminated and that any legal fees, etc. in the future will be assigned to Trust B.
The Court addressed Bradley Frasier regarding the fact that he was previously admonished by Judge Hardy and was ordered to desist from making comments that were not helpful in resolving this matter. The Court discussed generally the threats made to the attorneys related to State Bar disciplinary actions as well as threats to the Court, through the Court's Judicial Assistant, of referral to the Nevada Judicial Conduct Commission, and noted that those threats and comments were not helpful in resolving this matter. Further, the Court noted that Mr. Frasier's conduct prolonged this litigation, which was not in the best economic interest of any of the parties herein.
The Court directed that Bradley Frasier desist in this conduct in accordance with Judge Hardy's prior Order. The Court did state that Mr. Frasier is entitled to proceed with any legal arguments he may have as it related to Trust B but noted that Trust B may be able to move forward more quickly at this point.
Additionally, the Court informed Mr. Frasier that he could not file any documents or

act as an attorney on behalf of the residual beneficiaries in this matter, although the Court has reviewed all of the filings and has considered the same.
However, the Court admonished Mr. Frasier that this continued conduct could subject him to contempt proceedings, as he has now been admonished twice by the Court.
Bradley Frasier responded to the Court's statements and provided an explanation of his objections, noting that he had no objection to the Settlement Agreement on Trust A. Further, Mr. Frasier stated his agreement with the Court's rulings as to Trust B and provided an explanation of why he sent correspondence to counsel and the Court.
The Court discussed this issue further and the serious nature of the threats made by Mr. Frasier as they related to the livelihood of counsel and the Court.
The Court confirmed that Mr. Frasier seemed to be in agreement with the resolution on Trust B and understands that he has no standing on Trust A.
The Court addressed counsel Halstead regarding any additional issues to be addressed.
Counsel Halstead asked that the Court confirm on the record that the funds from Premier Trust have been designated to go to Trust B.
The Court confirmed that the funds from Premier Trust are to be designated for Trust B.
Nori Frasier addressed the Court and requested that the Charities honor her parents in their donations and requested that the siblings be informed on where the donations were made.
The Court indicating that issues of trust are generally private but if there were public documents, Ms. Frasier would be able to obtain those. The Court encouraged Ms. Frasier to seek counsel to address this issue further but noted that Ms. Frasier had no standing as to how the Charities distributed those funds.
Counsel Halstead informed the Court that U.S. Bank intends to conclude their obligations with regard to distributions and that a new corporate trustee would need to take over as the distributions from Trust B must go through a corporate Trustee.
In response to the Court, counsel Halstead agreed that the transfer of the rule of corporate Trustee could occur after the distributions addressed herein have been accomplished. Counsel Halstead suggested that Ms. Frasier Wilson submit three corporate trustees for the Court to choose from and confirmed that U.S. Bank would remain on and continue to do the applicable work until the transfer has been completed. Further discussion was held regarding the appropriate time for such a transfer to be made.
Counsel Simons informed the Court that he would work towards accomplishing this but believed it to be premature at this point.
The Court discussed the legal fees for completing this task and expressed concern with a last-minute objection to the same. Ms. Halstead clarified that the fees would not be coming from the Trustee as it would be counsel working on behalf of Ms. Frasier Wilson who would be reviewing and submitting the new corporate trustees to the Court. Additionally, Ms. Halstead confirmed that the current Trustee would not request to be discharged until everything has been distributed, with Bradley Frasier and Nori Frasier's shares being distributed to them directly, leaving only

Amy Frasier Wilson's share being placed into a trust.
The Court confirmed that U.S. Bank was not seeking to be discharged at this point and would only do so once all of the distributions have been made.
Counsel Millsap had no additional matters to address with the Court at this time and thanked the Court for the Court's preparation and attention to detail.
Counsel Simons had no additional matters to address with the Court at this time.
Counsel Halstead addressed the Court and thanked the Court for the Court's review of the extensive record and the time the Court took in understanding this matter to the fullest extent.
The Court thanked all counsel for the presentations and detailed briefing throughout this matter.
Nori Frasier requested clarification on how to purchase Palm Desert property as well as the items of personal property. The Court directed that Ms. Frasier contact the Trustee and confirmed that said property would need to be sold at fair market value. Regarding the personal property, the Court reiterated that the Trustee is permitted to distribute the same in consultation of Nori Frasier and Bradley Frasier, including their willingness to allow distribution of some personal property to Amy Fraser Wilson. However, the Trustee has the final say on the distribution of the real and personal property.
Bradley Frasier addressed the Court and thanked the Court for the time and effort the Court made is reviewing the voluminous record in this case. Mr. Frasier discussed the lengthy history of this case and stated his opinion that all legal fees going forward should be charged to Trust A.
The Court stated that the Court's order would not change in that regard.
The Court directed that the proposed orders being prepared by counsel Millsap and counsel Halstead be submitted in 30 days. Further, the Court directed counsel to inform the Court when the work finalizing the resolution of Trust A has been completed so that the appropriate parties can be dismissed from the remainder of these proceedings.
Matter adjourned.

In the Matter Of:

Department 3

TRANSCRIPT OF PROCEEDINGS

September 19, 2023

Job Number: 1018791

CODE: 4185
NICOLE J. HANSEN, CCR 446
Sunshine Litigation Services
151 Country Estates Circle
Reno, Nevada 89511
(775) 323-3411
Court Reporter

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

THE HONORABLE TAMMY RIGGS, DISTRICT JUDGE

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In the Matter of: Case No. PR16-00128
JORDAN DANA FRASIER
FAMILY TRUST Dept. No. 3

TRANSCRIPT OF PROCEEDINGS
DISPO HEARING
TUESDAY, SEPTEMBER 19, 2023

APPEARANCES:

For Ms. Amy Frasier-Wilson: MARK SIMONS, ESQ.
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Reno, Nevada 89511

For the Estate of Dinny
Frasier: PATRICK MILLSAP, ESQ.
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(Appeared remotely)
11

12

13 For Chapman University
Temple Bath Sholom
14 Irvine Community Alliance Fund
The ASPCA and St. Jude's
15 Children's Hospital:
RYAN EARL, ESQ.
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Earl
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Reno, Nevada 89509
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RENO, NEVADA; TUESDAY, SEPTEMBER 19, 2023, A.M. SESSION
2 -o0o-
3
4 THE CLERK: PR16-00128, Jordan Dana Frasier
5 Family Trust.
6 Counsel, please state your appearances for
7 the record.
8 THE COURT: We'll start in the courtroom on
9 my left side.
10 MR. SIMONS: Mark Simons, on behalf of Amy
11 Frasier-Wilson, Your Honor.
12 MR. MILLSAP: Patrick Millsap, on behalf of
13 the Estate of Dinny Frasier. I have with me Special
14 Administrator, Mr. Stanley Brown.
15 MR. BROWN: Good morning, Your Honor.
16 THE COURT: And good morning to you,
17 Mr. Brown.
18 MS. HALSTEAD: Good morning, Your Honor.
19 Patricia Halstead, on behalf of U.S. Bank, the Trustee.
20 Also appearing is Barry Resnick. He's appearing from
21 London. Yeah, and it's quite late his time, so it's good
22 of him to be here.
23 THE COURT: Yes. Thank you for appearing,
24 Mr. Resnick. And Mr. Earl?

1 MR. EARL: Thank you, Your Honor. Ryan Earl,
2 on behalf of Chapman University, Temple Bath Sholom,
3 Irvine Community Alliance Fund, the ASPCA and St. Jude's
4 Children's Hospital.
5 THE COURT: Thank you, Mr. Earl. Mr. Earl,
6 for the purposes of this proceeding, we'll be referring
7 to your clients as simply the charities as long as that
8 is satisfactory to you, sir.
9 MR. EARL: That is satisfactory. Thank you.
10 THE COURT: All right. Thank you. So thank
11 you, parties, for being here and being here in person.
12 I've asked you all to be here for this disposition
13 hearing to ensure that all of the specific requirements,
14 your specific requirements and everything that is needed
15 to carry out this order is included in actually the
16 orders that I'm going to be dictating today.
17 So, Mr. Millsap, I'm going to be asking you
18 to write the order on the Settlement Agreement and then,
19 Ms. Halstead, I'll be asking you to write the order on
20 the Amended Petition for Instructions which is eventually
21 going to be granted in this matter.
22 So, parties, I have reviewed, after the last
23 hearing, I reviewed the entirety, entirety of the record
24 in this case, and specifically of course it was required

1 for me to re-review several times the operative documents
2 in this case. And so this is my determination.
3 Regarding the Settlement Agreement from March
4 6th, 2023, the subject Settlement Agreement which was
5 filed into this court on June 26th, 2023, it is between
6 the charities here represented by Mr. Earl and Amy
7 Frasier-Wilson, represented by Mr. Simons. This
8 agreement is granted as to the distribution of the
9 Survivors' Trust, a.k.a. Trust A. I'll be referring to
10 that Trust mostly as Trust A in this order.
11 As a way of background, the Third Amendment
12 to the Survivors' Trust executed on April 27th, 2017,
13 superseded the terms of Trust A's prior provisions and
14 amendments. That's pursuant to Article 1.1 of that
15 amendment and provides for distribution of Trust A assets
16 after the payment of trust obligations and equalization
17 payments to the charities upon the surviving spouse's
18 death, and that amendment did exclude the settler's
19 children in Article 5.3.
20 The charities may take only if Amy
21 Frasier-Wilson is not successful in her challenge to
22 Dinny Frasier's capacity to execute the Third Amendment
23 as she was the sole beneficiary under the Second
24 Amendment to the Survivors' Trust. Amy Frasier-Wilson

1 additionally was the only beneficiary who challenged the
2 Third, Fourth and Fifth Amendments to the Survivors'
3 Trust. Accordingly, only the charities and Amy
4 Frasier-Wilson have an interest in the outcome of this
5 court's ruling regarding the Survivors' Trust.
6 The Nevada Supreme Court determined in its
7 August 27th, 2020 ruling that Dinny Frasier's capacity
8 was a judiciable issue and ordered this court to hold a
9 hearing on that issue. Accordingly, Amy Frasier-Wilson's
10 claim or more specifically the release of it constitutes
11 potentially valuable consideration to the charities given
12 their risk of taking nothing if Amy Frasier-Wilson should
13 prevail on her challenge.
14 The Third Amendment provides for the delivery
15 of trust property directly to the beneficiary charities
16 upon the settler's death, and that is in Article 5.3.
17 Importantly, in the Third Amendment, the charities are
18 not restricted as to the method of liquidation of Trust A
19 assets once the Trustee delivers the assets to them only
20 as to the manner of their use. Accordingly, the
21 charities may liquidate the trust property they receive
22 in any way they choose.
23 Dinny Frasier died, unfortunately, on May
24 3rd, 2019, allowing for the distribution of the property

1 contained in Trust A according to the terms of the Jordan
2 Dana Frasier Family Trust as modified by the Third
3 through Fifth Amendments to the Survivors' Trust pending
4 a resolution of the competency issue.
5 After several years of litigation, the
6 charities and Amy Frasier-Wilson reached the subject
7 Settlement Agreement regarding Trust A in which Amy
8 Frasier-Wilson will relinquish her claim challenging
9 Dinny Frasier's competence in exchange for a share of
10 Trust A property; the trust providing no limit on the
11 charities' method of property liquidation and the court
12 finding the agreement a fair bargained-for exchange that
13 does not violate the terms of the Third Amendment to the
14 Survivors' Trust. That agreement is approved.
15 Amy Frasier-Wilson is taking her share of
16 Trust A assets pursuant to contractual agreement with the
17 charities and not under the explicit terms of the trust.
18 Accordingly, her distribution will be free of trust.
19 Although ending this litigation may have been the
20 parties' motivation for reaching the subject settlement,
21 it is not the reason that the court approves this
22 agreement.
23 The court approves this agreement in order to
24 avoid further waste of the current Trust A assets which

1 have already been seriously diminished for the benefit of
2 the charitable beneficiaries for whom Settler Dinny
3 Frasier generously wanted to provide.
4 So the following relates to the distribution
5 of Trust A assets. The Third, Fourth and Fifth Amendment
6 to the Survivors' Trust are operative. The Third
7 Amendment supercedes the Second Amendment, and the Fourth
8 and Fifth Amendments were made to carry out the
9 provisions of the 2017 Settlement Agreement. This court
10 has the authority, pursuant to NRS 153.03, Paragraph N,
11 to modify the terms of the trust upon petition of a
12 beneficiary. Here, the beneficiaries are the named
13 charities.
14 After the trust pays all trust obligations
15 including the real estate exchange payments and the
16 equalization payments under the term for the equalization
17 payment under the terms of the 2017 Settlement Agreement
18 and subsequent effectuating orders, the Trustee will
19 transfer the remaining property in Trust A in the manner
20 designated in the Settlement Agreement, and that is the
21 March 2023 Settlement Agreement.
22 The San Juan Capistrano house is assigned to
23 Trust A for sale and distribution to satisfy the trust
24 obligations as specified in U.S. Bank's Amended Petition

1 for Instructions and eventual distribution according to
2 the Settlement Agreement. It is not to be directly
3 distributed outright to Amy Frasier-Wilson. That is an
4 answer to a concern by U.S. Bank.
5 Amy Frasier-Wilson's share of any real estate
6 exchange or equalization payments made from Trust A to
7 Trust B will be taken free of trust as directed in the
8 January 27th, 2017 Settlement and ordered by Judge Hardy
9 in July of 2017.
10 At the conclusion of all business related to
11 Trust A, the Trustee will terminate Trust A. At the
12 conclusion of all business related to Trust A, Mr. Brown,
13 Mr. Millsap, the charities and Mr. Earl will be dismissed
14 from further participation in these proceedings.
15 Does anybody have any questions regarding the
16 disposition of Trust A or are there any terms that I need
17 to ensure are in this order?
18 Mr. Millsap?
19 MR. MILLSAP: Briefly, Your Honor, the
20 Settlement Agreement allows for the payment of
21 professionals 'fees from Trust A. The court did mention
22 that in its verbal order, and I just wanted to make sure
23 that's included that prior to distribution, or I should
24 say prior to final distribution that the professionals'

1 fees are paid including Ms. Halstead, myself, Mr. Brown,
2 Resnick, and then we'll be able to conclude trust.
3 THE COURT: Thank you, Mr. Millsap. When I
4 get to the portion of my order regarding the instructions
5 to the Trustee, the order will specify that the
6 distributions be carried out under the terms of the
7 settlement March 23 Settlement Agreement.
8 MR. MILLSAP: Thank you, Your Honor.
9 THE COURT: Or at least consistent therewith.
10 And Ms. Halstead will let me know if there are any issues
11 that are going to complicate that.
12 MR. MILLSAP: Thank you, Your Honor.
13 THE COURT: Thank you. So regarding trust,
14 the Settlement Agreement, as to the tax-exempt trust,
15 which I will refer to as Trust B, the Settlement
16 Agreement is denied as to the tax-exempt trust which is
17 Trust B.
18 All parties necessary to the settlement of
19 the tax-exempt trust who are the beneficiaries of the
20 trust include Brad and Nori Frasier did not participate
21 in the settlement discussions and their input was not
22 sought as to the settlement terms.
23 Amy Frasier-Wilson and the charities indicate
24 that the settlement as to Trust A is not conditional on

1 the approval of their agreement as to Trust B, and
2 accordingly, this ruling will not affect the settlement
3 of Trust A as I just described it.
4 The Fifth Amendment to the Jordan Dana
5 Frasier Trust as modified by the beneficiaries' January
6 2017 Settlement Agreement and as approved by Judge Hardy
7 in July 2017 is the operative document directing the
8 distribution of Trust B assets, and as you all know, it's
9 irrevocable.
10 The Jordan Dana Frasier Family Trust does
11 include a spendthrift provision for Amy Frasier-Wilson's
12 share of the Trust B assets. That is at page 8,
13 Paragraph 7 of that document. And initially, the parties
14 to the settlement did not provide this court with legal
15 authority sufficient to justify an amendment or override
16 by this court of the spendthrift provision although we
17 discussed the provision regarding her potential medical
18 needs or her needs for payments from social programs.
19 There is nothing in the Settlement Agreement
20 that or any sort of pleading made to me that tells me or
21 gives me sufficient law that allows me to rely that I may
22 rely on in order to override the spendthrift provision
23 and so we're not going to do it now. Accordingly, this
24 court declines to modify the spendthrift provision and

1 Amy Frasier-Wilson's share will remain in trust at this
2 juncture with the exception of her share of any
3 equalization or real estate exchange payments made to
4 Trust B from Trust A as those are, pursuant to the
5 Settlement Agreement, to be made free of trust.
6 The interests of the remainder beneficiaries
7 are subordinate to those of Amy Frasier-Wilson pursuant
8 to the Jordan Dana Frasier Family Trust. This is
9 specified twice in Paragraph 7 at pages 9 and 10 of that
10 document, and the Trustee will continue to act
11 accordingly. In other words, the interests of Amy
12 Frasier-Wilson are primary to those of the remainder or
13 residual beneficiaries in this case.
14 Also, there was, in addition to reviewing all
15 of the documents in this case, we received what I would
16 describe as a flurry of filings and what are essentially
17 letters from some of the beneficiaries as well as the
18 remainder beneficiaries.
19 If the remainder beneficiaries are interested
20 in what your legal position is regarding the Trust B
21 assets that are designated to beneficiary Amy
22 Frasier-Wilson, you should consult counsel. Those
23 residual beneficiaries appear to be under the impression
24 that they have some sort of inheritance awaiting in this

1 case, which they do not. If you are interested in
2 understanding your legal interest, please consult
3 counsel.
4 Further, it's the court's understanding that
5 all property transfers contemplated by the 2017
6 Settlement have been made but the real estate exchange
7 and equalization payments directed therein have not.
8 Ms. Halstead, I will ask you, is that a
9 correct assumption?
10 MS. HALSTEAD: Yes, Your Honor, that's my
11 understanding.
12 THE COURT: Thank you. All right. So does
13 anybody have anything that they want to be heard on
14 regarding Trust B? We will, just so you're aware, I'm
15 going to be discussing the personal property distribution
16 in my order regarding the instructions to the Trustee.
17 If anybody has any questions on that, they may be heard.
18 But are there any other questions regarding Trust B?
19 MS. HALSTEAD: So Trust B, once it's
20 distributed to Ms. Amy Frasier, U.S. Bank was not
21 interested in administering that on her behalf. So a
22 corporate Trustee will need to be designated to transfer
23 that to on her behalf.
24 THE COURT: We'll get there.

1 MS. HALSTEAD: All right.
2 THE COURT: All right. Thank you. And so,
3 Mr. Millsap?
4 MR. MILLSAP: Briefly, Your Honor, as the
5 scrivener of the order, I think it would be most clear if
6 we could draft it in such a manner so that the Settlement
7 Agreement is approved with the exception of Paragraph 3.
8 Paragraph 3 is the one that modifies the tax-exempt trust
9 because in the remainder of the document, there's
10 obviously mutual releases, there's waivers of litigation
11 appeal.
12 THE COURT: So ordered, Mr. Millsap.
13 MR. MILLSAP: Thank you, Your Honor.
14 THE COURT: Thank you. All right. Any
15 objection to that procedure, Ms. Halstead?
16 MS. HALSTEAD: I'd defer to Mr. Millsap
17 because I would have to pull it up and see what the
18 paragraph says.
19 THE COURT: Thank you. Yes. It's related to
20 the Settlement Agreement on the tax-exempt trust, which I
21 have denied. But as Mr. Millsap indicates, there are
22 further operative paragraphs that I am approving. So
23 that's what he's talking about.
24 And also, please, parties, my expectation is

1 before you file these or that you forward these orders,
2 these draft orders to the court, please circulate them
3 among yourselves so that we don't have any further
4 objections to the order, the orders that I am making
5 today. All right?
6 My expectation is we'll be able to finalize
7 -- Let me back up. My expectation is that when I sign
8 those orders, this proceeding will be finalized. All
9 right? With the exception of perhaps some administrative
10 issues that need to be resolved going forward, but my
11 intent is that this is going to be our final substantive
12 hearing, my final substantive order. All right.
13 So, Ms. Halstead, if you would please draft
14 the order regarding the instructions to the Trustee in
15 this matter. The Trustee's Amended Petition for
16 Instructions, which was filed on January 20th, 2023,
17 which was supplemented on April 10th, 2023, by Trustee
18 U.S. Bank is granted, and the Trustee is ordered to
19 carry out the provisions contained therein.
20 Now, again, Ms. Halstead, I'm going to go
21 through the terms as I understand them. If you need to
22 correct me, I'm going to ask you to interrupt me as we go
23 because this order will contain some numbers, and I'm not
24 sure if those have changed since the filing of these

1 documents.

2 Premiere Trust is ordered to conduct an

3 ordered accounting of the trust assets from the time

4 period July 1st, 2018, to the present and to relinquish

5 any remaining funds retained to the current Trustee, U.S.

6 Bank.

7 I don't believe that we have a representative

8 from U.S. -- or excuse me -- from Premier Trust here

9 today, so, Ms. Halstead, if you would please include the

10 Trustee on your circulation when you send this order out

11 for approval by all parties.

12 MS. HALSTEAD: Yes, Your Honor.

13 THE COURT: The Trustee will sell the San

14 Juan Capistrano, California real property under the terms

15 of the 2023 Settlement Agreement and will essentially

16 distribute the property according to the terms of that

17 agreement.

18 The Trustee will make equalization payments

19 to Trust B for exchange of Trust A of the Pacific Way and

20 Vista Way real properties. The trust indicates that that

21 is an amount of $794,000. The Trustee will make the

22 equalization payment of $368,000 to the children free of

23 trust, and that I'm assuming that means to Trust B and

24 distribute it among those three beneficiaries.

1 Is that correct, Ms. Halstead? Is that what
2 your meaning was?
3 MS. HALSTEAD: Well, my understanding
4 pursuant to order you just made it's supposed to go to B,
5 but the portion that goes to Amy that was to go to B will
6 be made to her outright.
7 THE COURT: All right. Well, make the
8 exchanges first; correct? And then anything that is
9 exchanged, you need to keep track of or the Trustee will
10 need to keep track of because anything exchanged from
11 Trust A to Trust B is by the 2017 Settlement Agreement,
12 to be made free of trust. Do you understand my
13 meaning --
14 MS. HALSTEAD: I believe so.
15 THE COURT: -- on this? Yeah. So just let's
16 get through this and then if we need any clarifying
17 language, please let me know, Ms. Halstead. So you need
18 to make -- or excuse me. U.S. Bank needs to make
19 $794,000 exchange for the real estate equalization
20 payments, correct, and then an additional equalization
21 payment of $368,000. Do I have my math correct?
22 MS. HALSTEAD: I would have to look at the
23 pleadings if you took it from that.
24 THE COURT: I did.

1 MS. HALSTEAD: Yes.
2 THE COURT: I took that directly from your
3 amended petition.
4 MS. HALSTEAD: So I guess what I'm asking for
5 clarification on, it's my understanding of the Settlement
6 Agreement was that the equalization payment she gets free
7 of trust but anything in the exchange was not meant to be
8 free of trust. But that's not how I understand your
9 ruling.
10 THE COURT: No. Anything -- okay. So the
11 settlement regarding A has whatever is in A after all of
12 the exchanges are made, Amy Frasier-Wilson's share is
13 free of trust because it's not subject to trust. It's a
14 contractual agreement between her and the charities, no
15 trust involved in her share on that.
16 Regarding the distribution of Trust B,
17 anything that has been transferred from A to B as
18 pursuant to the agreement on the equalization payments
19 must be free of trust. Anything that's already held in
20 there will be held in trust. But anything coming from A
21 to B needs to be made free.
22 MS. HALSTEAD: Right. I understand that.
23 And like I said, we don't have a dog in the fight. We'll
24 do whatever you rule. But in the Settlement Agreement,

1 it contemplated the equalization payments specifically
2 being made outright. The only reason the exchange
3 payments weren't already done from A is because we didn't
4 know that Premier hadn't already done it. So that's an
5 actual like exchange. So those should have always been
6 in the B Trust. They just weren't transferred before the
7 trust assets were transferred.
8 THE COURT: That's what I mean. But the U.S.
9 Bank still needs to make those payments; correct?
10 MS. HALSTEAD: Right. We'll make that. My
11 question, I guess the only caveat I'm getting at is those
12 were never contemplated to be made outright, but my
13 understanding is because they were in A and the
14 settlement contemplates what is in A now, regardless of
15 whether that exchange should have been made prior, it's
16 going to -- that exchange is going to go to Amy now
17 outright.
18 THE COURT: And so, Mr. Millsap, I'll ask
19 you. My intention is to insure that all of the business
20 that should have been conducted is conducted prior to the
21 charities and Amy Frasier-Wilson taking anything from
22 Trust A. Do you see anything that is going in my order
23 so far that will conflict with that?
24 MR. MILLSAP: No, Your Honor. The court's

1 recitation of the underlying factual basis of the
2 settlement is correct. The equalization payments are
3 only being made pursuant to a contractual agreement in
4 January 2017 to resolve a dispute over the medical
5 building. So when the court says that these payments are
6 being made pursuant to agreement among the parties, that
7 is correct. And with that being the underlying basis,
8 there's no restriction or inhibition on transferring
9 those funds free of trust. So the court's order, in my
10 opinion, is exactly correct.
11 MS. HALSTEAD: And I agree with that. I'm
12 not talking about the equalization payments. I'm talking
13 about the exchange payments, right?
14 THE COURT: Right.
15 MS. HALSTEAD: For the properties.
16 THE COURT: Okay. And so my understanding is
17 that should have been done before Premier Trust even
18 departed the scene.
19 MS. HALSTEAD: It should have been done, and
20 it wasn't so had they properly been in B. They're only
21 in A because U.S. Bank didn't know they didn't get
22 transferred.
23 THE COURT: Right. Right.
24 MS. HALSTEAD: And they aren't contemplated

1 by the Settlement Agreement for Trust B to be distributed
2 outright whereas the other payments are.
3 THE COURT: I see what you're saying. Okay.
4 So but regarding the 2017 Settlement, did that regard
5 only the -- Is it your position that that regarded only
6 the equalization payment or also the real estate payment?
7 I mean, my understanding was that it included both.
8 MS. HALSTEAD: My understanding was it was
9 only the equalization payment. But you can easily refer
10 to that document and see. It has them going to B and B
11 is held in trust. The equalization payments specifically
12 says outright. It doesn't say that is to the exchange
13 payments.
14 THE COURT: Well --
15 MR. MILLSAP: Briefly, Your Honor, you're
16 correct that the January 2017 Settlement contemplated the
17 distribution of these properties. And so again, those
18 properties are not being distributed pursuant to a
19 provision of the trust. Those properties are being
20 distributed pursuant the agreement of the parties.
21 THE COURT: The properties have already been
22 distributed. It's simply that the payments, the real
23 estate exchange payments were not made.
24 MS. HALSTEAD: Correct.

1 MR. MILLSAP: Correct. But I was just
2 pointing that out to inform the court that with respect
3 to the property specifically and the transfer payments
4 again, that's not pursuant to any trust provision.
5 That's pursuant to a contractual agreement among the
6 parties to resolve a dispute over the medical building.
7 THE COURT: But part of that agreement is
8 that the payments distributed from A to B were to be
9 transferred. Anything that is to be distributed to Amy
10 Frasier-Wilson is to be distributed free of trust.
11 MR. MILLSAP: In the 2017 document?
12 THE COURT: Yes, and also in Judge Hardy's
13 order affirming the same because Judge Hardy had to
14 actually have an in-chambers conference regarding this
15 issue and memorialized that in his order. And it was
16 because Dinny Frasier didn't show up at the initial was
17 supposed to be, I believe, a competency hearing. So he
18 had a conference where her attorney appeared and asserted
19 that Dinny Frasier did not have any objection to those
20 funds being transferred outside of the trust. And again,
21 that was memorialized in Judge Hardy's 2017 affirmation
22 of the 2017 trust or Settlement Agreement.
23 MR. MILLSAP: That's my understanding, Your
24 Honor.

1 THE COURT: Mr. Simons?
2 MR. SIMONS: That's my understanding as well.
3 That's kind of how the agreement was crafted that those
4 funds would be distributed outside of the trust. I'm
5 following what you're saying.
6 THE COURT: All right. And I think
7 Ms. Halstead is just rightly concerned about whether that
8 agreement captured both the real estate exchange payments
9 as well as what we're calling the equalization payments.
10 MS. HALSTEAD: Your Honor, I actually have
11 the Settlement Agreement in front of me.
12 THE COURT: Okay.
13 MS. HALSTEAD: And it's hard to, you know,
14 try to find the provisions. So I'm looking for it on the
15 fly when I'm in the hot seat, but it's --
16 THE COURT: But it did not include in that
17 document the actual freedom from trust issue. That
18 appears in Judge Hardy's 2017 order or July 2017 order
19 because he has to -- it was a dispute that arose in the
20 meantime, and it was resolved in his order.
21 MS. HALSTEAD: So the order had the exchange
22 moneys going outright as well? I don't recall that.
23 THE COURT: Well, all right. So let's do
24 this. I want to make sure again we resolve this finally,

1 and I believe that Judge Hardy's order is on the desk.
2 So I'm just going to recess momentarily and I'm going to
3 to go grab Judge Hardy's order so everybody can remain
4 seated. We're in recess momentarily.
5 (Brief recess.)
6 THE COURT: So we're back on the record. And
7 I am referring to the order that was filed on July 6th,
8 2017. This is the order granting motion to approve and
9 enforce Settlement Agreement and vacate trial date. All
10 right. So I'm going to page three, and this begins at
11 line 16. I'm going to read this into the record.
12 The primary concerns and issues of fact now
13 raised by certain of the parties regarding the Settlement
14 Agreement are one -- this regards to a gerontologist
15 evaluation of Ms. Frazier. 2: Whether appraiser must be
16 court appointed, and 3: Who will bear tax consequences
17 of the transaction set forth in the Settlement Agreement.
18 Those were all resolved. Four is timing of the
19 equalization payments. That eventually was determined to
20 be made upon the death of Dinny Frasier and 4: Whether
21 the distribution to Amy Frasier-Wilson will be free of
22 trust.
23 So Judge Hardy goes on at line 25. The
24 Settlement Agreement is silent as to the fourth issue

1 regarding whether the equalization payments will occur as
2 part of this transaction or later. And so again, that
3 was resolved upon the death of Dinny Frasier.
4 And then at line 3 on page four, finally as
5 to the distribution of the Mission Viejo property, Dinny
6 Frasier-Wilson, free of trust, all parties at the hearing
7 acknowledged that this was the intent of the Settlement
8 Agreement. The court accepts that representation.
9 My understanding is that has already been
10 completed and at line 6, because Dinny Frasier was not
11 present at the hearing, the court requested that after
12 the hearing, Mr. Resnick inquire whether she agreed the
13 equalizing payments should occur upon her death and if
14 the property distribution to Amy Frasier should be free
15 of trust.
16 The court then set a telephonic conference
17 for April 16th, 2017, to discuss responses. As noted in
18 the minutes of the conference, Mr. Resnick advised that
19 Dinny Frasier agreed the equalizing payments should be
20 made upon her death and that the distribution to Amy
21 Frazier-Wilson under the Settlement Agreement be outright
22 and free of trust.
23 And so, Mr. Resnick, I don't mean to kick you
24 out of the discussion here. Is there anything that you

1 wanted to discuss here, sir?
2 MR. RESNICK: No, that refreshed my memory.
3 THE COURT: All right. Thank you.
4 MS. HALSTEAD: Maybe you could clarify for --
5 either have Mr. Resnick clarify then. It's still talking
6 about the equalization payments and not the exchanges
7 payments and it acknowledges the house is going outright,
8 but I think it still doesn't address the exchange value
9 and whether it's meant to be held in trust or not.
10 THE COURT: Mr. Simons? And I think that so
11 far, I think that Ms. Halstead is correct.
12 So, Mr. Simons?
13 MR. SIMONS: Yeah. It talks about both the
14 equalization, but the amounts to be paid under the
15 Settlement Agreement, they're outside of trust. That is
16 what as we understood the intent was. So that was the
17 -- those moneys not just limited to equalization that
18 were being processed as part of that that agreement were
19 outside and free of trust.
20 THE COURT: All right. And so, Mr. Resnick,
21 any clarification that you recall or wish to make at this
22 point?
23 MR. RESNICK: No. That was over six years
24 ago. I really can't recall the discussions that I had

1 with Judge Hardy.

2 THE COURT: And in fairness, this is a

3 brought up as a matter sort of out of the blue and wasn't

4 previously noticed to Mr. Resnick that we were going to

5 be asking anybody about this.

6 So simply the order indicates that the

7 equalizing payments shall be made upon the death of Dinny

8 Frasier and the Mission Viejo property shall be

9 distributed to Amy Frasier-Wilson outright and free of

10 trust. And I would note that the Supreme Court

11 specifically found this order slightly confusing. And so

12 the equalization payments for sure are going to be

13 distributed free of trust.

14 Now, the real estate equalization payments

15 are made pursuant to the 2017 agreement. Correct?

16 MS. HALSTEAD: Right. So that's where we're

17 calling them the equalization and the exchange in my

18 mind.

19 THE COURT: Okay. Thank you.

20 MS. HALSTEAD: So the exchange payments were

21 just contemplated. Amy got the house outright, so she

22 already got the value in the outright distribution. She

23 got the house outright. And so the sums were to go into

24 B and then her share of those would be subject to the

1 terms of --

2 THE COURT: And so that's going to be the

3 ruling.

4 MS. HALSTEAD: Thank you.

5 THE COURT: Just regarding the equalization

6 payment for that Mission Viejo house.

7 MS. HALSTEAD: Right. The exchange payment.

8 THE COURT: Right.

9 MR. SIMONS: But it says the distributions to

10 Amy are outside and free of trust.

11 THE COURT: Well, but that, I mean, that is a

12 separate transaction. She's already received the benefit

13 from that transaction in that she did get the house

14 outright and free of trust. So that this is -- so

15 anything that goes into Trust B is from that exchange is

16 something that is not contemplated as either of course

17 part of your Settlement Agreement, or I suppose the terms

18 of the 2017 Settlement Agreement.

19 Go ahead, Mr. Simons.

20 MR. SIMONS: I disagree with that limitation

21 because that was all-encompassing as part of that

22 agreement. It wasn't just piecemeal. His actual

23 statement says the distribution and the distribution. So

24 that means if you use the word "and," it's conjunctive,

1 they both have equal value. So the distributions that go
2 that would go to Amy as part of that process should be
3 out of trust because they don't actually go into the
4 trust. They get diverted before they go into the trust.
5 THE COURT: All right. So let's do this. I
6 want to set aside that particular issue until the end.
7 Let's get through the end of this and see if we have any
8 other issues that the parties are going to dispute this
9 morning.
10 All right. So where we left off was
11 regarding the real estate exchange payments and the
12 equalization payments. So we'll set aside the issue of
13 the real estate exchange payments for the moment.
14 All right. So now we are going to talk about
15 the personal property. And the intent of the settlers of
16 the Jordan Dana Frasier Family Trust appears to be that
17 the personal property be assigned to the B Trust. That's
18 how I interpret Paragraph 7 -- or excuse me -- page 7 at
19 Paragraph 3. And from that portion of the trust
20 document, and again, we're talking the operative document
21 is the Fifth Amendment to the Jordan Dana Frasier Family
22 Trust, the intent of the settlers appears to be that Amy
23 Frasier-Wilson not be awarded the settler's property from
24 their primary residence.

1 It is the court's understanding that the
2 personal property remaining outstanding is from Dinny
3 Frasier's last personal residence, the San Juan
4 Capistrano home. Is that correct, Ms. Halstead?
5 MS. HALSTEAD: It was that home, it was a
6 property from the Irvine home, and then Lavender personal
7 property remains at the Lavender residence.
8 THE COURT: But what is the -- It's the
9 primary home that is the operative.
10 MS. HALSTEAD: That was in dispute what the
11 primary home was.
12 THE COURT: Okay. Well, the primary home is
13 her last residence.
14 MS. HALSTEAD: Then that would be the San
15 Juan --
16 THE COURT: Capistrano. So that property
17 will not be assigned -- any personal property from the
18 San Juan Capistrano house will not be assigned to Amy
19 Frasier. Now where is it?
20 Do you know, Ms. Halstead?
21 MS. HALSTEAD: Sorry. What was the question?
22 THE COURT: Where is that property?
23 MS. HALSTEAD: It's in the San Juan
24 Capistrano.

1 THE COURT: So regarding the San Juan
2 Capistrano personal property, the Trustee may, at its
3 discretion, attempt to obtain Nori and Brad Frasier's
4 preferences for any specific items of personal property,
5 whether they want it or not, but it's not required to
6 referee any dispute or conflict regarding the same. The
7 Trustee's authorized to divide the property in any way
8 customary under the circumstances. And it will be --
9 that distribution will be under the at the discretion,
10 the sole discretion of the Trustee.
11 All right. So now we have some additional
12 personal property. And before we go on, Mr. Simons,
13 anything on behalf of Amy Frasier-Wilson regarding
14 personal property?
15 MR. SIMONS: No. As I understand it, you
16 determined it's all in Trust B?
17 THE COURT: Yes. Yes. That appears to be --
18 well, for sure it appears to be the intent that the
19 property from the last personal residence, the personal
20 residence of Dinny Frasier and Jordan Frasier is or Joe
21 Frasier is in Trust B.
22 Now, for the purposes of this order,
23 everything else seems a little bit vague. So for the
24 purpose of this order, I am assigning it to Trust B. The

1 main purpose for assigning the property to Trust B is to
2 avoid hanging up the resolution of Trust A with any sort
3 of dispute over the $30,000 worth of property, personal
4 property that appears to remain.
5 MR. SIMONS: There's also in addition that
6 I'm aware of, there was a Cadillac and some other
7 property and some other residence. So how is the --
8 THE COURT: I'm just going to get there right
9 now. So okay.
10 Ms. Halstead?
11 MS. HALSTEAD: Your Honor, if I could just go
12 back -- sorry -- to the property exchange. If you --
13 THE COURT: No, I don't want to go back to
14 the property exchange unless it involves --
15 MS. HALSTEAD: Well, I think it resolves it
16 because the property that -- if I'm reading the
17 Settlement Agreement right, the property that Amy got
18 wasn't exchanged. There was no exchange value because it
19 was already in A and she got it outright. On the
20 properties that were exchanged for value were the Pacific
21 and the Vista, so I think that's a nonissue.
22 THE COURT: Well, okay. So now I'll ask
23 Mr. Millsap. What specific personal property were the
24 parties referring to regarding the settlement regarding

1 Trust A, settlement on Trust A?
2 MR. MILLSAP: Certainly, Your Honor. And I'm
3 happy to answer the question of the court. And if I may
4 beg the court's indulgence. After answering that
5 question, can I address the property exchange issue?
6 THE COURT: Of course. And so just and
7 again, to clarify what my understanding is, it looks like
8 the -- and again, the Jordan Dana Frasier Family Trust
9 was written a long time ago before all of these or most
10 of these properties were in ownership by the parties.
11 And it sounded like they had one or at least the Frasiers
12 had one primary residence which was -- What is it? The
13 Pine residence or Pine?
14 MS. HALSTEAD: Irvine.
15 THE COURT: Yeah, the Irvine residence. And
16 so that is what was contemplated the personal property
17 out of that residence was it was contemplated originally
18 that Amy Frasier would get that house but not the
19 property within it. Of course it didn't work out that
20 way, but my understanding is that personal property that
21 was within that house, Amy Frasier-Wilson is not entitled
22 to.
23 So go ahead, Mr. Millsap.
24 MR. MILLSAP: Yes, Your Honor. So the way we

1 crafted the Settlement Agreement was very intentional
2 with the assistance of Judge Sattler. And as I said at
3 the last hearing, there was actually never a specific
4 inventory or determination made by the Trustee of what
5 personal property is in Trust A versus Trust B.
6 So the way the agreement is crafted is
7 essentially to say to the extent something is in Trust A,
8 this is how it is to be distributed. If it's not in
9 Trust A, then it's not subject to the terms of the
10 agreement because the only thing we agreed to with regard
11 to Trust B was of course the modification and
12 distribution of payment which the court has denied.
13 I would say though that as part of the
14 agreement, Your Honor, it was contemplated that the San
15 Juan Capistrano house has been held in Trust A and is
16 Trust A property. And the personal property therein was
17 contemplated to be within Trust A.
18 THE COURT: Well, but that is not the
19 contemplation of the settlers as far as I read this.
20 Okay? And we're completely on the same page,
21 Mr. Millsap, as far as whatever the parties' intent.
22 Whatever is in Trust A, whatever personal
23 property is in Trust A should be distributed to Amy
24 Frasier-Wilson, but the problem is the one that you

1 describe. We don't have any specific acknowledgment in
2 any of the documents about what specific property is
3 assigned to which trust except that it does appear that
4 Trust B contains the personal property from the personal
5 residence. That just describes it.
6 And it also, I mean, of course we also have a
7 document out there somewhere that no one knows where it
8 is as far as the distribution of some other personal
9 property that Ms. -- it looks like Ms. Frasier actually
10 wanted to make, but we don't have that document.
11 So it appears to me again based on the actual
12 terms of the Jordan Dana Frasier Family Trust that the
13 property, personal property from the primary home of
14 Dinny Frasier is in Trust B. All right?
15 And again, Mr. Simons?
16 MR. SIMONS: Yes, because the personal
17 property was treated as if it was contained in Trust A,
18 everything was paid for for the appraisals, every aspect
19 of it.
20 If you're determining that it's on Trust B,
21 then I'm requesting that you make an equalization for
22 reimbursed Trust A for all of the activities that were
23 undertaken by Trust A to pay for it, and moving forward,
24 that Trust B takes the burden of paying for all legal

1 fees and professional fees related to the personal
2 property since you're designating them in Trust B.
3 Otherwise, you're putting the burden on Trust A to pay
4 for things that are unrelated to it.
5 THE COURT: All right. And so, Ms. Halstead,
6 I know that you keep saying that U.S. Trust has no
7 position, but you sort of have had positions throughout
8 this. What do you think? I mean, the Trustee is sort of
9 expert as far as what the trust includes. What is your
10 position as to what Mr. Simons just asserted to me?
11 MS. HALSTEAD: That B has been settled and it
12 didn't contemplate those payments. We've been operating
13 under A this entire time. And so to come in last minute
14 and say to shift those, I don't know that at this point
15 you can extract legal work on personal property from the
16 legal work that's been --
17 THE COURT: Wait a minute. So tell me this.
18 All right. What if I revise my order and said: Okay.
19 Well, for the purposes of simplicity, my whole purpose
20 was to try to effect the Settlement Agreement without
21 complication in assigning that property to Trust B. It's
22 also, by the way, I read the Fifth Amendment to the
23 family trust. All right? Well, so do you see any
24 problem or any conflict with the terms of the family

1 trust with simply keeping that property in Trust A?
2 MS. HALSTEAD: Well, it wasn't the intent, as
3 you read, of the Trust. So you say the Trust --
4 THE COURT: Tell me what the complication is.
5 Tell me what the problem is.
6 MS. HALSTEAD: The problem is it's against
7 the Trust's provisions. So you say you have indicated to
8 me that the Trustee has taken positions. The only -- as
9 far as things that the Trustee has no say in, the Trustee
10 has not.
11 What the Trustee has taken positions in is
12 this is what the documents say and this is what the
13 Trustee is bound by. The documents say, as you've
14 already indicated, that Amy is not to get that personal
15 property outright from -- the intent seems to be that it
16 be shared amongst the siblings.
17 So certainly as to the I don't want to say
18 nitpicking because it's not. It's a valid point. But
19 certainly an appraisal can be reimbursed. But the legal
20 work attributed to the property is de minimus in
21 comparison to other legal work. So to try to extract
22 that out, I don't think, is productive.
23 THE COURT: All right. So you just said that
24 the work related to the assessment or tell me again.

1 MS. HALSTEAD: The appraisal value. There
2 was an appraisal that was paid for by the A Trust and
3 certainly, that can be reimbursed.
4 THE COURT: The property again, my reading of
5 the Trust is that the personal property from Dinny
6 Frasier's last home, which is the San Juan Capistrano
7 home, belongs to Trust B. It should be distributed
8 through Trust B and that Amy Frasier is not allowed to
9 take that personal property. Any sort of appraisal work
10 done will be reimbursed to the person who had it done
11 regarding the Trust A not the legal work.
12 Go ahead, Mr. Millsap.
13 MR. MILLSAP: I just wanted to point
14 something out, Your Honor. I don't want to confuse the
15 court, but I just --
16 THE COURT: And I'm not confused. All right?
17 But go ahead.
18 MR. MILLSAP: Understood, Your Honor.
19 Obviously, my intent and goal here is to bring finality
20 and resolve appellate issues. So part of what the
21 parties reviewed in advance of the settlement conference
22 is there was an accounting that was filed by Premiere
23 Trust with the court in 2018 that was approved by the
24 court via court order.

1 In that accounting, there's a schedule of
2 assets that are listed for Trust A, there's a schedule of
3 assets that are identified in Trust B. In the schedule
4 of assets in Trust B, there is no personal property
5 that's identified in there. In the schedule of assets
6 for Trust A, the Survivors' Trust, there is personal
7 property that's identified like the Cadillac Mr. Simons
8 is referencing, the golf cart.
9 So I would just note that the way it was
10 accounted for by the prior Trustee -- not Ms. Halstead,
11 but Premier Trust and Mr. Robertson -- the personal
12 property was identified as an asset of Trust A and that
13 was approved by -- that accounting was approved via court
14 order.
15 And so although the court -- although there
16 was never an inventory done by the Trustee that said here
17 is the exact personal property that's in Trust A versus
18 Trust B and there wasn't an express decree in that
19 regard, generally, those assets were accounted for as an
20 asset of Trust A.
21 THE COURT: All right. Well, tell me --
22 MR. MILLSAP: Does that make sense, Your
23 Honor?
24 THE COURT: Of course. But let me ask this.

1 In that accounting, was the personal property from in
2 that home, and I'm talking about furniture, clothing, all
3 of these things that you would expect to be inside a
4 home, not -- I mean, I don't anticipate that the
5 Cadillac, any vehicles, golf carts were anticipated to be
6 property within the home. It seems like it should be
7 outside to me. It seems like common sense says that
8 that is outside. So property that is within the home.
9 Is it your understanding that that accounting accounted
10 for that property?
11 MR. MILLSAP: No. If you look at the
12 accounting, it only addresses the Cadillac, the golf
13 cart, and I believe one other, I actually have it pulled
14 up right now, Your Honor.
15 THE COURT: All right. Well, under that
16 accounting --
17 MR. MILLSAP: It doesn't address furniture,
18 for example, or TVs or items of sentimental value.
19 THE COURT: All right. And so that's what
20 I'm talking about. It sounds like, as you indicated, and
21 what Ms. Halstead has already acknowledged is anything
22 that is in that is assigned to the Trust A will be in
23 Trust A. Okay?
24 And so it sounds like that based on the prior

1 accounting, those items were there. Any furniture,
2 etcetera, paintings, anything within the inside of the
3 home that should be home personal property is what I am
4 describing that does not appear to be attributed or let
5 me say put it in the way. Doesn't appear to have been
6 discussed throughout these proceedings but appears to
7 belong to Trust B according to the trust document.
8 Are we all on the same page? All right.
9 MR. MILLSAP: Yes.
10 THE COURT: So any objection?
11 MR. SIMONS: No, just because you indicated
12 there's going to be a -- because on this accounting, it
13 does show the expenses for the appraisal of the personal
14 property. So Trust A was running it as if it was --
15 THE COURT: Right. So as far as the
16 appraisal, Trust A can be reimbursed for that work. But
17 not all of the legal work.
18 MR. SIMONS: No. Legal work going forward.
19 And when I said it, it came across that all historically.
20 No, moving forward. Because if that's going to be a
21 Trust B activity undertaken by two attorneys, I think
22 that should be an expense attributable to Trust B.
23 THE COURT: Ms. Halstead?
24 MS. HALSTEAD: I hear what he's saying. I'll

1 defer to the court.
2 THE COURT: That's fine. We'll just
3 attribute it to Trust B because we are assigning the
4 property to Trust B, that personal in-house property from
5 Dinny Frasier's San Juan Capistrano.
6 MS. HALSTEAD: So I'll take that as any costs
7 and fees regarding the personal property forward will be
8 attributed to B.
9 THE COURT: Thank you very much,
10 Ms. Halstead. Thank you.
11 All right. So are we all clear on that?
12 Now, you know, I do want to give the beneficiaries an
13 opportunity to be heard on this. The U.S. Trust had a
14 concern regarding notice and their opportunity to be
15 heard on the issue of personal property.
16 I'll start with you, Mr. Simons. Does Amy
17 Frasier-Wilson have anything else that she wants to
18 include in the record regarding the items of personal
19 property?
20 MR. SIMONS: Not with regard to the items of
21 personal property. But I do have other comments if you
22 were expanding on that.
23 THE COURT: All right. And so where are you
24 going? And let me know so that I can tell you whether we

1 should discuss it now.

2 MR. SIMONS: The Trust B issue on your

3 earlier ruling. And to the extent that you said the

4 beneficiaries, I don't know if you're meaning other

5 people that are on Zoom, but there's standing issues that

6 I want to address.

7 THE COURT: All right. When I'm talking

8 about beneficiaries, I am talking about Amy

9 Frasier-Wilson and Brad Frasier and Nori Frasier. All

10 right? And it sounds like that the residual

11 beneficiaries have a remote interest, I would put it.

12 But again, under the terms of Trust B, Amy

13 Frasier-Wilson's interest is to be considered primary.

14 And again, I'm trying not to be harsh here,

15 but there's no inheritance unless of the Trust B -- Amy

16 Frasier-Wilson's Trust B assets unless she is deceased.

17 All right? And I don't think that the residual

18 beneficiaries understand that. I'm not going to hear

19 from them today. I'm only interested in hearing from the

20 beneficiaries to the estate at this point.

21 MR. SIMONS: Then with regard to the

22 limitation on the personal property, I understand your

23 ruling. I have nothing further to say because you

24 addressed my comment.

1 THE COURT: All right. Thank you. All
2 right. And so we're going to discuss the distribution of
3 personal property in the way I have determined
4 preliminary so far. I'm going to proceed.
5 Ms. Clerk, will you please admit Brad Frasier
6 if he's present?
7 THE CLERK: Yes, Your Honor. He has joined
8 as a panelist now, Your Honor.
9 MR. BRAD FRASIER: Good morning, Your Honor.
10 THE COURT: Good morning, Mr. Frasier. So,
11 Mr. Frasier, first I want to address a prior concern that
12 you had in some of your emails to this court. They're ex
13 parte communications that were transmitted to my judicial
14 assistant not considered by me as well as some of the
15 filings that you've made or the filings you've made since
16 our last hearing.
17 I do apologize for your getting cut off at
18 the last second. I believe I was speaking to Nori
19 Frasier when the connection in error got cut off. That
20 was not intentional, sir, and it wasn't intended to
21 disrespect you or Ms. Frasier in any way. But I can tell
22 you this. My question was only going to be pertaining to
23 Trust A personal property. All right?
24 And so my only question was whether there

1 could be any sort of sit-down conference between
2 yourself, Nori Frasier and Amy Frasier-Wilson. My
3 understanding was that was not possible. And so that
4 resolved the issue for me, and it wasn't because of
5 anything that you or Ms. Nori Frasier did wrong. It was
6 just that it was communicated to me that a conference was
7 not going to occur and that was my only question, so I
8 wanted to clarify that with you.
9 Today, we are talking about personal property
10 that I preliminarily assigned to Trust B, and this is the
11 personal property from Mrs. Frasier's personal residence,
12 her last primary residence, which is the San Juan
13 Capistrano property. Do you have anything that you want
14 to include on that, sir?
15 MR. BRAD FRASIER: Yeah. Thank you, Your
16 Honor. Yes. As far as we have submitted to Ms. Halstead
17 our preferences for the different personal property.
18 There's a handful of items that I've submitted.
19 Nori has had an interest in buying the whole
20 lot of personal property. Our parents' preference was to
21 split everything equally three ways to the penny. So we
22 don't necessarily need to sit down, but we do need -- I
23 think Ms. Halstead has a list. And we could certainly go
24 based on that.

1 THE COURT: All right. So, Mr. Frasier, you
2 know, again, we're all trying to guess at what your
3 parents' intention was regarding the personal property.
4 Again, from the reading of the trust, it appears that
5 they intended for the home to go to Amy Frasier which did
6 not occur. A different resolution was reached and that
7 the personal property not go to her. Do you have a
8 different understanding?
9 MR. BRAD FRASIER: Yes. It's clear that she
10 was going to get the residence but not the contents. And
11 that's pretty clear in the trust. It is also the
12 document that our father gave all of us dated 5-18-2009
13 that Ms. Halstead did submit to the court regarding the
14 fact that he wanted the desert house, which is the
15 Lavender court property, to be for the grandchildren.
16 THE COURT: And that's not an operative
17 document in this case. I'll just let you know that,
18 Mr. Frasier.
19 MR. BRAD FRASIER: I know. I understand
20 that. I'm just saying what his preference was. And
21 that's what the preference was throughout their trust is
22 to split everything three ways. And that's so as far as
23 the personal property, that's fine. We can take what we
24 want and then sell the rest and split it three ways.

1 There is some property missing. I don't know
2 if you know my mother's diamond ring and Nori perhaps can
3 say that other things that are missing too, so --
4 THE COURT: All right. And so we're not here
5 to discuss anything that is in dispute as far as missing
6 property. It's, you know, from this court's perspective,
7 Mr. Frasier, it's trying to prove a negative which I'm
8 not inclined to do.
9 At this point, Ms. Halstead will let me know
10 if there is anything serious enough that it needs raised
11 to court level. But regarding the personal property
12 distribution from the San Juan Capistrano home, it sounds
13 like you don't have any objection; correct --
14 MR. BRAD FRASIER: That is correct.
15 THE COURT: -- to what I've determined?
16 Thank you so much.
17 All right. So now I would like to speak to
18 Ms. Nori Frasier if she is able to --
19 THE CLERK: Yes, Your Honor.
20 THE COURT: -- participate or if she wants to
21 be heard.
22 THE CLERK: I'm promoting her as a panelist
23 now.
24 THE COURT: Ms. Frasier, if you could please

1 activate your camera and microphone so that you can be
2 heard in the hearing.
3 MS. NORI FRASIER: Hi. Can you hear me,
4 Judge?
5 THE COURT: Yes, I can hear you. Can you
6 hear me?
7 MS. NORI FRASIER: Yes, I can. Thank you.
8 THE COURT: All right. Wonderful. Have you
9 heard the proceedings so far and any preliminary
10 determination as to the disposition of the personal
11 property in the San Juan Capistrano home?
12 MS. NORI FRASIER: I have, Your Honor. And
13 like Brad has said, I would like to buy the whole lot and
14 then whatever pieces my siblings want, you know, they can
15 have. I just personally don't want to pick apart. So
16 that's not what my parents wanted.
17 THE COURT: All right. And so when you say
18 you want to buy the lot, what's your -- it sounds like
19 what you're concerned about is you don't want it sold at
20 auction prior to the opportunity for it to be distributed
21 fairly among your siblings and yourself; correct?
22 MS. NORI FRASIER: Correct.
23 THE COURT: All right. So what is your
24 position as to whether -- and so this is, you know, when

1 I'm asking, the terms of the trust, as far as I can
2 determine, indicated that at least the items from that
3 home were not to be distributed to Amy Frasier-Wilson.
4 So but it sounds like -- and I think that your brother
5 touched on this -- you don't have an objection to
6 Ms. Frasier-Wilson having at least or requesting some
7 items that she might want personally although there may
8 be a dispute about it, or let me put it in the way a
9 disagreement about whether it should go to her or someone
10 else. So what is your thinking on that, Ms. Frasier?
11 MS. NORI FRASIER: Correct. I am in favor
12 of, you know, us kids figuring it out. Like I said, I
13 figured if I bought the whole lot then I could deal with
14 my siblings on what they wanted. But there's a lot of
15 memory, and like you said before, we don't want to get
16 rid of those memories.
17 THE COURT: All right. And so, Ms. Frasier,
18 I'll also let you know as I did indicate to Mr. Brad
19 Frasier, I apologize for your getting cut off the last
20 time. There was a technical error and it was not
21 intentional and wasn't meant to be disrespectful to you
22 in any way.
23 MS. NORI FRASIER: Your Honor, thank you. I
24 appreciate that.

1 THE COURT: All right. Thank you. And thank
2 you for attending and being heard today.
3 MS. NORI FRASIER: Yeah. I think the value
4 of it in the listing came to like $25,000.
5 THE COURT: Right.
6 MS. NORI FRASIER: And so like I said, you
7 know, I'd be happy to pay that $25,000.
8 THE COURT: And so I'm not going to order
9 that today, Ms. Frasier. What I'm going to order is that
10 the Trustee work out the distribution between yourselves
11 and between you and Mr. Frasier and to a lesser degree,
12 Amy Frasier-Wilson. All right?
13 MS. NORI FRASIER: Thank you, Your Honor.
14 THE COURT: All right. Thank you. So with
15 that, does anybody else wish to be heard regarding
16 personal property from the San Juan Capistrano home?
17 All right. So, Ms. Halstead, again, I am
18 going to make this order again. You may, at or -- excuse
19 me -- your client, the Trustee, may, at the Trustee's
20 discretion, attempt to obtain Nori and Brad Frasier's
21 preferences. And it sounds like they are also willing to
22 consider the preferences of Amy Frasier-Wilson now.
23 Again, I am not trying to open up a can of
24 worms, but if the siblings are willing to cooperate among

1 themselves to distribute to Amy Frasier-Wilson something
2 that she might want from that personal property, although
3 I've already determined that she's not entitled to it,
4 will you work with Mr. Simons to find out if there's
5 anything specific that she would like?
6 And, Mr. Simons, is that something your
7 client is willing to do?
8 MR. SIMONS: I think we should explore it.
9 Absolutely. If there's some middle ground, yes.
10 THE COURT: All right. Thank you. Again,
11 the distribution of the personal property and the method
12 thereof will be completely up to the Trustee. It sounds
13 like the preference is that those items not go to
14 auction. It sounds like the siblings can work something
15 out.
16 I know, Ms. Halstead, you've already worked
17 diligently on trying to itemize some of these things and
18 what the preferences are between the siblings.
19 Again, it's not my expectation that the
20 Trustee end up refereeing a big fight over this personal
21 property. If the Trustee believes that a decision needs
22 to be made as to distribution, the Trustees' discretion
23 is primary, and the Trustee has the discretion to make
24 the final ruling, if you will, on who gets what personal

1 property.

2 MS. HALSTEAD: Thank you, Your Honor.

3 THE COURT: All right. Thank you. And so

4 that's the personal property issue.

5 The Trustee -- moving onto the Lavender Palm

6 Desert property, the Trustee may sell what is currently

7 the vacant Lavender Palm Desert property that is in Trust

8 to avoid waste and to distribute those funds in

9 accordance with the trust documents and the Settlement

10 Agreement.

11 All right. And so is there anything else

12 before we get to Ms. Halstead's issue of potential

13 resignation of the Trustee? Is there anything else I

14 need to clarify or that needs to be included in either of

15 these orders?

16 MS. HALSTEAD: Just the division of the B

17 Trust, if a one-third division could encompass that

18 Lavender property that Nori has asked that it be

19 distributed to her. I just want to point that out.

20 THE COURT: But distributed in exchange for

21 funds that she may otherwise --

22 MS. HALSTEAD: Correct. And so an in-kind

23 distribution versus liquidated so long as that value

24 works.

1 THE COURT: All right. Well, let's find out
2 from the beneficiaries if they have any objection to
3 that.
4 Mr. Simons, do you know if Ms. Frasier-Wilson
5 would have an objection to that arrangement?
6 MR. SIMONS: Possibly.
7 THE COURT: And why is that?
8 MR. SIMONS: And why is that? Because
9 there's a lot of things that have been moving today
10 versus what the parties had agreement on referencing
11 determination of Trust B, and we've gone into a little
12 bit of this additional the funds that were to be
13 transferred in as part of the swapped funds. So are the
14 swapped funds outside of trust or not outside of trust?
15 MS. HALSTEAD: Well, and I clarified earlier.
16 The exchange, what we're calling the exchange funds,
17 there is no exchange for the property that was
18 distributed outright to Amy. There's only exchange for
19 the property that was distributed to Brad and Nori, so I
20 think that's a non-issue.
21 MR. SIMONS: I'm not sure what she's saying.
22 But to the extent --
23 THE COURT: Well, she's saying there was no
24 exchange contemplated for the property that Amy

1 Frasier-Wilson eventually received. There was only an
2 exchange contemplated under the terms for the two
3 properties that were distributed to. All right.
4 So, Mr. Simons, it sounds like he disagrees
5 with this. I'm just going to finish my sentence for the
6 record. There was only an exchange or exchange
7 contemplated for the properties distributed to Nori
8 Frasier and Brad Frasier.
9 Go ahead, Mr. Simons.
10 MR. SIMONS: You're trying to parcel out what
11 went down with that Settlement Agreement. That
12 Settlement Agreement was rather comprehensive and
13 encompassed a lot of topics. There were switches of
14 property. There was going to be money. Actually, the
15 agreement --
16 THE COURT: I'm aware.
17 MR. SIMONS: Right. It doesn't say and there
18 was going to be moneys that would have to go into Trust B
19 as part of that agreement, moneys that go into Trust B,
20 in addition to equalization payments. And what the
21 judge's order said: Equalization payments and
22 distributions. That's why I keep coming back to the
23 order.
24 THE COURT: All right. And if you could

1 please tell me where that says that because I only see
2 equalization payments in the order.
3 MR. SIMONS: If you find that, it says
4 equalization and distributions.
5 THE COURT: All right. Again, I'm referring
6 back to the July 6th, 2017 order.
7 MR. SIMONS: This is on page four at lines
8 11-12.
9 THE COURT: All right. So and I'm looking
10 starting at page -- or excuse me -- line nine of page
11 four. As noted in the minutes of said conference,
12 Mr. Resnick advised and Dinny Frasier agreed the
13 equalizing payments should be made upon her death and
14 that the distribution to Amy Frasier-Wilson under the
15 Settlement Agreement be outright and free of trust.
16 MR. SIMONS: I'm reading that that's
17 encompassing everything that was included in that
18 agreement.
19 THE COURT: I read it as specific to the
20 equalizing payments. As far as I guess, you know, a
21 rule, statutory interpretation, I guess maybe a rule of
22 document interpretation, it's the plain language of that
23 sentence applies to equalizing payments.
24 MR. SIMONS: Okay. So you're saying --

1 MR. RESNICK: Your Honor if I may.
2 THE COURT: Go ahead, sir.
3 MR. RESNICK: So it was like pulling teeth at
4 that time for my client to agree to the settlement, and
5 it was very unlikely that she would agree and other than
6 the equalization payment would be outside of the trust.
7 She was adamant on keeping as much restricted for Amy.
8 THE COURT: Thank you for that, Mr. Resnick.
9 And again, and I read the plain language of the order to
10 indicate that it's the equalizing payments that are
11 subject to being made outside the trust and not the real
12 estate payments. So that's going to be my order on that,
13 Mr. Simons.
14 All right. So do we have any others? And is
15 that the issue that you wanted to address, sir, before we
16 went on to potential resolution.
17 MR. SIMONS: I need to bring it to the
18 attention of my client what your rulings are and
19 determine what in the hell she wants to proceed with
20 regard to the administration of Trust B.
21 THE COURT: All right. Well, and so, I mean,
22 what is your thinking? She's certainly entitled to
23 appeal. When you say that you need to bring it to her
24 attention, I'll note for the record she's not here;

1 correct?

2 MR. SIMONS: Correct.

3 THE COURT: So is there anything that you're

4 requesting from the court at this time that would delay

5 my final ruling on this which again, I indicated today, I

6 anticipate this to be the final substantive ruling.

7 MR. SIMONS: You've said will your client

8 agree to a request for how to administer Trust B.

9 THE COURT: All right. And I'm sorry. And

10 so I was talking about the personal property. Will your

11 client agree or does she want to engage with her siblings

12 regarding those personal property items? I'm just trying

13 to and, you know, again, it's a family matter. As

14 Ms. Nori Frasier indicates, there's some personal

15 property that potentially has some personal relevance.

16 Right now it looks like, under the document,

17 that your client isn't entitled to any of them, but if

18 she would like to get some of them, it sounds like

19 perhaps her siblings are willing to work with her on

20 that. Just trying to figure out if she's interested in

21 that.

22 MR. SIMONS: On that position, I'd say yes.

23 I think that there should be some dialogue to see if

24 there's resolution. But with regard to further

1 administration of Trust B, I'm not in a position to make
2 commitments on behalf of my client today.
3 THE COURT: All right. And so I guess I'm
4 not asking for a commitment from your client other than
5 that. So and I just want to make sure that we're on the
6 same page, Mr. Simons.
7 MR. SIMONS: I misunderstood. I think I may
8 have misunderstood because you asked would my client, Amy
9 Wilson, a beneficiary of Trust B, consent to a
10 distribution in-kind versus liquidation.
11 THE COURT: Oh, I'm sorry. Yes, we were. We
12 were talking about the Lavender. And I apologize,
13 Mr. Simons. We were talking about the Lavender property.
14 So here's what I'm going to rule on. I don't want to --
15 I don't think it's necessary to drag this out. I am
16 going to allow the Trustee to sell the Lavender property.
17 That is the request of you. It was the request of U.S.
18 Trust. All right?
19 If Ms. Frasier wants to buy it, you know, I'm
20 not quite sure it's an arm's length transaction, but if
21 she wants to pay fair market value for that, I don't see
22 any reason why she should not be allowed to. And then
23 she'll be paying her money back into Trust B assets and
24 we won't have an issue about it. But I don't want to --

1 and thank you again, Mr. Simons, for clarifying. I
2 apologize for that.
3 So regarding the Lavender property, I am not
4 going to continue this issue out as far as any sort of
5 exchange within Trust B. It's simply I'm authorizing
6 U.S. Bank to sell the property.
7 MS. HALSTEAD: Thank you, Your Honor. And I
8 just brought that up because it was requested.
9 THE COURT: And so that's my complete
10 expectation. If there are issues that we can resolve
11 today, that's the way I want to resolve it. Sell
12 Lavender and then we can -- then the bank can let me know
13 what's happening as far as the final accounting.
14 MS. HALSTEAD: Thank you, Your Honor.
15 THE COURT: All right. Does anybody have
16 anything else that they want to discuss prior to our
17 discussing this request, Ms. Halstead's request or
18 discussion regarding resignation of U.S. Bank?
19 MR. EARL: Your Honor, this is Ryan Earl.
20 THE COURT: Thank you, Mr. Earl. And again,
21 I'm not trying to cut you out of here.
22 Go ahead, sir.
23 MR. EARL: Just with respect to the personal
24 property, the 2023 settlement charities were not

1 interested in personal property, so we just wanted to
2 confirm that.
3 As to the flurry of correspondence that the
4 court has received, and there has also been a flurry of
5 correspondence between attorneys and Brad Frasier along
6 with some threats of appeal and so forth based on a
7 ground that whether the Settlement Agreement entered into
8 between the charities and Amy was not consistent with
9 Dinny's interests and again, these threats of appeal and
10 so forth that were interjected.
11 And so generally speaking, I'm hoping that
12 we're able to bring this all to a close. That was
13 certainly the intention of the 2023 Settlement Agreement.
14 And I just my interest would be to shut down Trust A,
15 distribute those properties.
16 The concern that I have on the part of the
17 charities is simply that there's going to be ongoing
18 litigation concerning Trust B, personal property,
19 distribution of properties as has been the case for years
20 in this case.
21 And I just my hope is that any ongoing
22 disputes, appeals, discussions between attorneys not be
23 impacting Trust A. So it's much along the lines that Mr.
24 Simons was referencing that to the extent that there's

1 disputes concerning the Trust B that the costs and
2 attorney's fees associated with such disputes regarding
3 Trust B be come out of Trust B as opposed to Trust A so
4 that no one thinks that there's kind of a free ride going
5 forward that all of the attorneys involved in this matter
6 regardless of what the dispute is are being paid out of
7 Trust A and out of the charities' pockets.
8 THE COURT: All right. And so thank you for
9 bringing that to my attention, Mr. Earl. And so I think
10 that that's part of what we've been discussing here
11 anything ongoing regarding transfer, etcetera, to Trust B
12 will be assigned legal fees, etcetera, will be assigned
13 to Trust B. And that is my intention again is to resolve
14 and to terminate Trust A. That's what I'm hoping occurs
15 here.
16 And Mr. Frasier doesn't have, as far as I am
17 concerned, Mr. Frasier, Mr. Bradley Frasier doesn't have
18 any standing regarding on any Trust A issue unless
19 somebody disagrees with me. Does anybody disagree that
20 Brad Frasier doesn't have any standing with regard to the
21 Settlement Agreement of Trust A?
22 Mr. Millsap, do you disagree?
23 MR. MILLSAP: No. Actually, I just stood up
24 to say I agree with you he has no say, and I realized I

1 don't need to say that. So sorry, Your Honor.
2 THE COURT: And so I will indicate this.
3 Mr. Earl, you're not the only one who has received
4 threats during the course of this last few weeks since
5 the last hearing.
6 And, you know, I will let you know this,
7 Mr. Bradley Frasier. You know, Judge Hardy is the most
8 patient, one of the most graceful people that I've ever
9 met. And Judge Hardy specifically admonished you in a
10 court order to please desist from making these comments
11 that are not helpful. For instance, you know,
12 threatening one of the attorneys in this case with
13 discipline from the State Bar based on his representation
14 of his own client, with threatening my judicial
15 assistant, with a referral of me to the Nevada Judicial
16 Conduct Commission. You know, it's not helpful.
17 I will tell you this, sir, and of course you
18 may do any of those things, but it's not helpful as to
19 the determination of these proceedings. And, you know,
20 sir, you're the one who decided after the 2017 Settlement
21 Agreement to not hire counsel. And you are proceeding
22 with some practices that if an attorney were doing, they
23 would be sanctioned either by the court or by the State
24 Bar.

1 And you've also, during the course of this
2 litigation, forwarded untenable legal arguments. Now I
3 was hoping to not have to discuss that today, but, you
4 know, when you make threats, what you are doing is
5 prolonging this litigation. You're, you know, I hate to
6 devolve into colloquialisms, but you're biting off your
7 own nose to spite your face because it only affects your
8 economic best interest to continue to do this because it
9 requires response from the parties, distribution of legal
10 fees, etcetera.
11 And, you know, the charities in this case,
12 they were named by your mother as beneficiaries. And
13 they don't have any dog in the fight between you and your
14 siblings, etcetera. So please desist again, in
15 accordance with Judge Hardy's prior order to comport
16 yourself in a way that does not assist the proceedings in
17 this matter.
18 You're certainly entitled to proceed with any
19 sort of legal arguments that you have standing to proceed
20 upon. But you don't have standing regarding the
21 settlement in Trust A, sir, and, you know, the settlement
22 or -- excuse me -- the disposition of Trust B could
23 probably move forward as you yourself have indicated,
24 sir, pretty quickly after these proceedings are ended

1 with you being able to receive your one-third share
2 outright since you have attained the age of 35.
3 So I'll just let you know from this court's
4 standpoint, Mr. Frasier, it's not helpful. And I would
5 prefer that we not continue to make any threats outside
6 these proceedings sir, I need to bring it to your
7 attention to act as attorney on behalf of the residual
8 beneficiaries in this case, you filed something on their
9 behalf. Normally, again, that would be something that
10 only an attorney is entitled to do. However, I
11 understand your meaning.
12 I've read everything that you've filed since
13 the last hearing as well as the opinion and the points
14 that the residual benefits have raised in what I call
15 communications to court, letters to the court. So I have
16 considered all of these things.
17 So my anticipation, Mr. Earl, is we are not
18 going to have any further threats going forward.
19 Otherwise, Mr. Frasier, if these are brought
20 to the attention of the court, I'll remind you that I
21 admonished you here, Judge Hardy has admonished you, and
22 we'll be discussing contempt proceedings going forward if
23 that is required. I don't anticipate that it's going to
24 be required. Thank you so much.

1 MR. BRAD FRASIER: May I respond?
2 THE COURT: Briefly, sir.
3 MR. BRAD FRASIER: Yes. So, you know, you
4 read my submission to the court. This was all about the
5 A trust. And when the attorneys got together, Mr. Earl,
6 Mr. Simons and Mr. Millsap, they proposed to change the B
7 Trust. And that's what I opposed. Okay.
8 So I'm certainly fine with your ruling today.
9 I'm fine with the A Trust settlement. To be sure, Amy is
10 going to get about $5,000 from that 2017 deal of the
11 trust because her property was the one that was used to
12 equalize the payments. It was the --
13 THE COURT: And so these details, you know,
14 it sounds like you're familiar with them, Mr. Fraiser,
15 but it sounds like you're satisfied --
16 MR. BRAD FRASIER: I just want to say --
17 THE COURT: -- with the resolution.
18 MR. BRAD FRASIER: -- I support your ruling.
19 I'm glad that you upheld the terms of the B Trust. And
20 we showed up at the last hearing and you said that
21 initially we were going to speak and then you forgot and
22 you --
23 THE COURT: And so, sir, just so you know --
24 MR. BRAD FRASIER: I accept your apology for

1 that. But that's why I ranted the way I did, and I
2 apologize to everybody if I offended anybody.
3 THE COURT: So, sir, certainly your position
4 -- and I'm going to ask you just to stop for a second
5 because I want to address that point, Mr. Frasier.
6 Certainly, if anybody involved in this proceeding
7 threatened to report you to your professional authority,
8 your professional licensing authority, you would take it
9 seriously, sir. And so when you make those kind of
10 threats, they're not taken lightly by anybody when you
11 threaten somebody's livelihood. All right?
12 And so again, I don't want you to leave this
13 understanding that that those kind of threats are taken
14 lightly. I don't know if you made those sort of threats
15 toward any other attorneys or any of the other
16 professionals in this case, but I just want you to
17 understand how serious that is when you make that sort of
18 allegation.
19 And it sounds like, sir, that you are, it
20 sounds like at this point, you're satisfied with the
21 resolution on Trust B and that you understand you don't
22 have any standing on Trust A regarding the details of
23 distribution. The Trustee is going to take care of that.
24 And I think Ms. Halstead needs all she or has all she

1 needs regarding the order on that.
2 Is that correct, Ms. Halstead?
3 MS. HALSTEAD: Yeah. There's just one minor
4 detail I'd ask that you clarify. The funds from Premiere
5 Trust have been designated to go to B, and I would just
6 like that on the record.
7 THE COURT: And that's my understanding as
8 well. Anybody have any objection? And is that
9 approximately $100,000 or something?
10 MS. HALSTEAD: It started as $100,000. Last
11 I think he represented was $74-. So I don't know.
12 THE COURT: I think he indicated he was
13 holding some of that back for any sort of costs or fees
14 or something. So maybe he's subtracted those. I don't
15 know. But that should show up in the accounting;
16 correct?
17 MS. HALSTEAD: Correct.
18 THE COURT: All right. So yes, that is.
19 MS. HALSTEAD: And the accounting will be
20 submitted to the court.
21 THE COURT: Yes.
22 MS. HALSTEAD: Thank you, Your Honor.
23 THE COURT: All right.
24 MS. NORI FRASIER: Judge, I just have a quick

1 statement. May I?

2 THE COURT: Yes.

3 MS. NORI FRASIER: Is it possible for the

4 court -- this is Nori Frasier. For the record, this is

5 Nori Frasier speaking.

6 THE COURT: Go ahead, ma'am.

7 MS. NORI FRASIER: Thank you. So I just

8 would like to make sure that the charities honor my

9 parents with their donations, and if we can find out how

10 if that's possible.

11 THE COURT: Well, okay. So to the extent

12 that you can obtain any public documents regarding that,

13 normally the issues of trust are private. And again,

14 like Mr. Frasier, you don't have any standing in this

15 issue.

16 Ms. Frasier, I encourage you to discuss this

17 -- well, I encourage you to visit with outside counsel

18 if that's something that you want. But normally, the

19 provisions of trust are intended to be private. And to

20 the extent that you're concerned about the way the

21 charities use their money, that's also you -- hang on --

22 the distribution, that might be available in reports from

23 those individual charities themselves because they're

24 required as non-profit entities to disclose how they

1 spend their money. So that's the best I can do for you,
2 Ms. Frasier.
3 MS. NORI FRASIER: Thank you, yeah. I, you
4 know, yeah. Just some way to honor them. But I
5 understand. Thank you.
6 THE COURT: Well, and I think that I can tell
7 you I think that by showing up here, Mr. Earl, and
8 protecting the interests of the charities honors the
9 intent of your mother in that she was very generous in
10 her allocation of her assets to those charities, and
11 that's what Mr. Earl is here to protect is the clarities'
12 ability to collect as much of that as possible and to
13 distribute it according to her wishes. So thank you for
14 that, Ms. Frasier.
15 And thank you again, Mr. Earl, for your hard
16 work. Anybody have any other questions before we get to
17 the issue of potential resignation of U.S. Bank? Okay.
18 And so, Ms. Halstead, what -- and I know this
19 was sort of an informal request made, but can you go
20 ahead and formalize that and let me know what your
21 thinking is regarding U.S. Bank's participation going
22 forward?
23 MS. HALSTEAD: Thank you, Your Honor. So it
24 wouldn't be a resignation. It would just they would

1 conclude their obligations with regard to distributions.
2 And so I guess what would need to be connected is U.S.
3 Bank to a new corporate Trustee in order to distribute
4 Amy Wilson's share of the B Trust that is to remain
5 subject to the restraint because that handoff needs to go
6 to a corporate Trustee, and U.S. Bank does not want to
7 serve in that role.
8 THE COURT: Is this something, Ms. Halstead,
9 that we can handle after all of the business of the
10 distributions is accomplished, etcetera?
11 And here's what I'm concerned about is in all
12 of the confusion when Premier Trust departed and U.S.
13 Bank took over, some, you know, threads were left untied
14 that now we have to consider. I would prefer that we get
15 to that point before formal -- before I authorize at
16 least a formal resignation. It looks like that the
17 statutes allow U.S. Bank to go ahead and resign if they
18 want to.
19 MS. HALSTEAD: Well, it wouldn't be --
20 they're not resigning though because they're --
21 THE COURT: Well, they want to transfer.
22 MS. HALSTEAD: Their role is just done, so
23 they're just distributing to another party and they're
24 done.

1 THE COURT: Can we just wait until we get
2 there, please?
3 MS. HALSTEAD: Yeah. And I can suggest how
4 it's usually handled. We can do all of the work up to
5 that point. Maybe perhaps I would suggest that Amy
6 Frasier-Wilson can submit the name of three corporate
7 trustees and the court can just pick one.
8 THE COURT: All right. And so when you're
9 talking about resolving, are you talking about actually
10 resolving the shares of Brad Frasier and Nori Frasier as
11 well?
12 MS. HALSTEAD: Yeah.
13 THE COURT: Because they take free of trust.
14 MS. HALSTEAD: Right.
15 THE COURT: So are you talking about after
16 distribution of their shares?
17 MS. HALSTEAD: So U.S. Bank would just
18 distribute everything that's supposed to be distributed.
19 U.S. Bank --
20 THE COURT: But that's what I'm trying to
21 figure out if the distribution also includes the share of
22 Nori Frasier.
23 MS. HALSTEAD: Yes. And U.S. Bank just needs
24 to know who to distribute to on behalf of Amy.

1 THE COURT: I get it. I would prefer that we
2 get all of the work done and then have that conversation.
3 Mr. Simons?
4 MR. SIMONS: I'll be working to try to lay
5 the groundwork for that. I think that it might be a
6 little premature today to establish that that would go to
7 and do to contemplate your final written order, but I
8 think that can be occurring because I know your clients
9 want out, so I understand.
10 MS. HALSTEAD: Right. I at least want to
11 make sure that bridge is built before we get there.
12 THE COURT: All right. Thank you. Thank you
13 for bringing that to my attention, Ms. Halstead. And so
14 just not to open up another can of worms, but is that
15 work, the fees for that work going to be going to the
16 Trust B in general or only Ms. Frasier's portion?
17 MS. HALSTEAD: Well, I'll defer to the court,
18 but it is for her benefit.
19 THE COURT: All right. Well, it's for her
20 benefit, but if we're going to go ahead and start this
21 rather than waiting until the end, then it will have to
22 be delegated to Trust B. The fees will have to be
23 delegated to Trust B in general.
24 MS. HALSTEAD: And I don't know that there

1 needs to be a lot of fees from the trust or on the
2 Trustee's end because it's just the naming of a successor
3 corporate Trustee.
4 THE COURT: And I understand. The fees
5 accumulating on this case appear to be substantial so
6 far, so I'm not in a position to guess what those are
7 going to be going forward or to determine. I know that
8 everybody's acting in good faith here.
9 MS. HALSTEAD: I will be --
10 THE COURT: What I'm trying to get at is I
11 don't want to have some sort of dispute at the end about
12 who is going to be paying for which fees.
13 MS. HALSTEAD: And I don't think there needs
14 to be fees is my point. I think Mr. Simons, on behalf
15 his client, can interview corporate trustees and submit
16 three to the court that would be acceptable to her and
17 the court can choose.
18 THE COURT: Well, will your client be
19 charging fees?
20 MS. HALSTEAD: No, because they would always
21 be submitted by Mr. Simons.
22 THE COURT: You're saying you don't believe
23 that there's going to be anything other than a de minimus
24 amount of work done by you?

1 MS. HALSTEAD: Well, we wouldn't have a part
2 in it because it would just be Mr. Simons submitting
3 alternative trustees for the court to choose from to who
4 to make the distribution to on her behalf.
5 THE COURT: All right. Mr. Simons?
6 MR. SIMONS: That's what I said. I'll be
7 working on it.
8 THE COURT: All right. Does anyone have
9 anything else?
10 So regarding your request, we can start --
11 you can certainly start working out the final
12 determination of who the final Trustee is going to be,
13 Ms. Halstead, but I'm not going to enter an order because
14 at that point then you're going to be asked to be
15 relieved, right, after the determination of the remainder
16 of the trust.
17 MS. HALSTEAD: We'll ask to be discharged,
18 yes. Because once we distribute to whoever that
19 corporate Trustee is, then we'll move to discharge
20 because U.S. Bank --
21 THE COURT: That's what I'm trying to get at.
22 I don't want to discharge U.S. Bank until we're certain
23 that the only thing left to discuss is Amy Frasier.
24 MS. HALSTEAD: And we would not move for a

1 discharge until everything in our charge was distributed.
2 THE COURT: I think we're on the same page
3 then. It sounds like you just wanted to let me know what
4 was coming. You're not asking for that discharge at this
5 point.
6 MS. HALSTEAD: Absolutely. That's absolutely
7 correct.
8 THE COURT: All right. Thank you. So that
9 was the last item that I had to discuss. Does everybody
10 feel comfortable that I've included all of the necessary
11 terms for both the instructions and the Settlement
12 Agreement order?
13 Mr. Millsap?
14 MR. MILLSAP: Yes, Your Honor, and we're
15 deeply appreciative of the court's time, preparation,
16 detail. We really appreciate it.
17 THE COURT: Thank you. Mr. Simons?
18 MR. SIMONS: I forgot. What was the
19 question? Do I have nothing to add? No.
20 THE COURT: Yes. Well, let me ask you this.
21 Do you anticipate that there's going to be any item in
22 dispute going forward in the next few days?
23 MS. HALSTEAD: No. I think we covered the
24 bulk of everything. I can't think of anything.

1 Otherwise, I'd bring it to your attention.
2 THE COURT: Thank you. Mr. Halstead, on
3 behalf of U.S. Bank?
4 MS. HALSTEAD: I just want to say this. You
5 came into this at the end, and you had a lot of catching
6 up to do, and we appreciate the time and the effort that
7 you've put into this case and bringing it to what we hope
8 is a final resolution. And I want to sincerely thank you
9 on behalf of the Trustee.
10 THE COURT: Well, you're very welcome. And
11 thank you, parties, you, Ms. Halstead, and also all of
12 the attorneys for your briefs. They were just incredibly
13 detailed and precise and accurate. And I just really
14 appreciate all of the legwork that the attorneys did in
15 bringing me up to speed on this.
16 And so, you know, I understand that I am not
17 one of the assigned probate judges. And so I just want
18 you to all understand that I did my very best to make
19 sure that I was familiar with all of the documents and
20 all of the proceedings in this case and making sure that
21 I understood all of the operative documents before I
22 ruled on them. So I appreciate that you understand and
23 acknowledge this. Thank you.
24 So I think that we have covered it all, and I

1 just want to make sure because they are here. Does
2 Mr. -- or since you're on camera, Ms. Nori Frasier, do
3 you have anything to add at this point?
4 MS. NORI FRASIER: I do. I just have a
5 question. We talked about the home in Palm Springs and
6 personal and then there's personal property in Palm
7 Springs. How -- if I'm interested in buying it, what do
8 I need to do or there was an appraisal done at time of
9 death.
10 THE COURT: Well, and so, ma'am, you'll need
11 to contact U.S. Bank in order to because I've ordered
12 that they sell that property. And so you'll have to
13 contact them as far as how you proceed from there. I
14 I've ordered that they sell that at market value.
15 MS. NORI FRASIER: Not with the appraisal
16 that was given at time of death?
17 THE COURT: No, at fair market value, ma'am.
18 Thank you.
19 MS. NORI FRASIER: And personal property?
20 THE COURT: All right. So I've ordered that
21 U.S. Bank be permitted to distribute the personal
22 property in accordance with consultation with you and
23 Mr. Frasier, and you both indicated that you're willing
24 to hear from Amy Frasier-Wilson on personal property.

1 But it's going to be up to them if U.S. Bank wishes to
2 sell that house and convey that with personal property or
3 sell the personal property along with that. I'm going to
4 leave that up to the determination of U.S. Bank.
5 And, Mr. Frasier, do you have anything else?
6 MS. NORI FRASIER: No. So I guess I need to
7 reach out to Patricia Halstead? Is that --
8 THE COURT: Yes, the Trustee in order to let
9 them know you're interested in purchasing that property
10 at fair market value. Thank you.
11 Mr. Bradley Frasier?
12 MR. BRAD FRASIER: Yes. Thank you, Your
13 Honor. Yeah, I do want to thank you also for going
14 through the voluminous record and for all af your time.
15 You know, we did have, in 2015, my mother and
16 I had an agreement which if Mr. Robertson had let this go
17 through, we wouldn't be here today. 2017, we had an
18 agreement and we thought we were done and then Amy
19 prolonged this. So I think that all legal fees from that
20 point on regarding this case should be charged to the A
21 Trust.
22 THE COURT: All right. Thank you,
23 Mr. Frasier. And in that regard, I'm not going to change
24 my prior order.

1 So thank you all. Thank you for being here
2 to be heard. And I believe that we are in recess.
3 Parties, I would ask if you could have those
4 orders to me. Is 30 days sufficient to have those to the
5 court?
6 MR. MILLSAP: Certainly, Your Honor.
7 THE COURT: Thank you so much. And I'll ask
8 for those to be produced in 30 days. And then you will,
9 if the parties could just please let me know when, for
10 instance, when the work on the resolution of Trust A is
11 completed so that we can dismiss the appropriate parties
12 from the remainder of the proceedings.
13 MR. MILLSAP: Thank you, Your Honor.
14 (The hearing concluded at 10:38 a.m.)
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STATE OF NEVADA)
COUNTY OF WASHOE) ss.

I, NICOLE J. HANSEN, Certified Court Reporter in and for the State of Nevada, do hereby certify:

That the foregoing proceedings were taken by me at the time and place therein set forth; that the proceedings were recorded stenographically by me and thereafter transcribed via computer under my supervision; that the foregoing is a full, true and correct transcription of the proceedings to the best of my knowledge, skill and ability.

I further certify that I am not a relative nor an employee of any attorney or any of the parties, nor am I financially or otherwise interested in this action.

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

Dated this September 21, 2023.

Nicole J. Hansen

---Nicole J. Hansen---

Nicole J. Hansen, CCR #446, RPR

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Alicia L. Lerud
Clerk of the Court
Transaction # 9923769

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IN THE SECOND JUDICIAL DISTRICT COURT - 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.: 3 [PR]

NOTICE OF ENTRY OF ORDER

Please take notice that on October 4, 2023, the Court entered its Order Granting in Part & Denying in Part the Joint Petition to Confirm Settlement Agreement, a copy of which is attached hereto as **Exhibit 1** for reference.

AFFIRMATION

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

Dated this 4th day of October 2023

By: /s/ *Patrick R. Millsap* .
Patrick R. Millsap, Esq.
Nevada Bar No.: 12043
Attorneys for the Estate of Dinny Frasier

Wallace & Millsap
510 W. Plumb Lane, Suite A, Reno, NV 89509
(775) 683-9599

CERTIFICATE OF SERVICE

The undersigned certifies the foregoing Notice of Entry of Order was served via USPS First Class Mail upon the following persons at the below addresses on the date shown below:

Patricia Halstead, Esq. Halstead Law Offices 615 Arlington Avenue Reno, Nevada 89509 *Counsel for U.S. Bank Wealth Management*	Amy Frasier Wilson c/o Mark Simons, Esq. 690 Sierra Rose Drive Reno, Nevada 89511 *Counsel for Amy Frasier Wilson*
Nori Frasier 4372 Pacifica Way, Unit 3 Oceanside, CA 92056	Ryan Earl, Esq. 548 W. Plumb Lane Reno, Nevada 89509 *Counsel for Chapman University; Temple Beth Shalom; Irvine Community Alliance Fund; ASPCA; and St. Jude Children's Research Hospital*
Bradley L. Frasier, M.D. 3609 Vista Way Oceanside, CA 92056	Eliot Cady 23 Cynthia Lane Hollis Center, Maine 04042
Dr. Sara Cady 1181 Reading Drive, Apt. 5308 Montgomery, IL 60538	Elissa Cady 3735 Quimby Road San Jose, CA 95148
Danielle Frasier Aroeste 7232 Sitio Arago Carlsbad, CA 92009	Brendan Fraiser 3585 Brook Street, Apr. 7 Lafayette, CA 94549

Dated this 4th day of October 2023

By: /s/ Patrick R. Millsap .
Counsel for the Estate of Dinny Frasier

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INDEX OF EXHIBITS

EXHIBIT NO.	DESCRIPTION
1	Order Granting in Part and Denying in Part the Joint Petition to Approve Settlement

Wallace & Millsap
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F I L E D
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Alicia L. Lerud
Clerk of the Court
Transaction # 9923769

Exhibit 1

Exhibit 1

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Clerk of the Court
Transaction # 9923601

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IN THE SECOND JUDICIAL DISTRICT COURT - 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.: 3 [PR]

ORDER GRANTING IN PART & DENYING IN PART THE JOINT PETITION TO CONFIRM SETTLEMENT AGREEMENT

The Estate of Dinny Frasier (the "Estate"), Ms. Amy Frasier Wilson ("Ms. Wilson"), and the Charitable Beneficiaries[1] (collectively referred to as the "Parties") of the Third, Fourth, and Fifth Amendments to the Survivor's Trust created under the Jordan Dana Frasier Family Trust (the " Survivor's Trust") jointly petitioned the Court on June 26, 2023 to approve their Settlement Agreement resolving the legal dispute pending before the Court over the validity of the Third, Fourth, and Fifth Amendments to the Survivor's Trust (the "Joint Petition"). The Court set a hearing for August 15, 2023 at 9 a.m. to consider approval of the Joint Petition.

In advance of the hearing, the Court reviewed the papers on file before the Court relevant to the Joint Petition, including the Joint Petition, the Trustee's Objection to the Joint Petition, the Joinder to the Trustee's Objection filed on behalf of Dr. Bradley Frasier and Nori Frasier, the Estate's Response to the Trustee's

[1] The Charitable Beneficiaries of the Third, Fourth, and Fifth Amendments to the Survivor's Trust, sometimes referred to herein as the "Charities", are Chapman University; Temple Beth Sholom; Irvine Community Alliance Fund; ASPCA; and St. Jude Children's Research Hospital.

Objection to the Joint Petition, Ms. Wilson's Response to the Trustee's Objection to the Joint Petition, the relevant Trust instruments, and the exhibits attached to each filing. After reviewing the above documents, the Court commenced the August 15, 2023 hearing as noticed and scheduled. Present at the hearing were Dr. Bradley Frasier; Nori Frasier; Counsel for Amy Frasier Wilson; Counsel for the Estate of Dinny Frasier; Counsel for the Charitable Beneficiaries of the Third, Fourth and Fifth Amendments to the Survivor's Trust; the Special Administrator for the Estate of Dinny Frasier; Counsel for the Trustee of the Trust, U.S. Bank, via Barnet Resnick; certain of Dr. Bradley Frasier's children; and certain of Nori Frasier's children.

During the hearing, the Court heard oral argument regarding approval of the Settlement Agreement before the Court. The Court concluded the August 15, 2023 Hearing and took the Joint Petition under submission. Thereafter, Dr. Bradley Frasier filed an objection to approval of the Joint Petition to confirm the Settlement Agreement on September 13, 2023. Additionally, one of the Settlors' grandchildren, Danielle Frasier Aroeste, filed an objection to approval of the Joint Petition on September 13, 2023.

The Court ordered the Parties to attend a second hearing to consider the Joint Petition set to commence on September 19, 2023 at 9 a.m. Lawful notice of the September 19, 2023 hearing to consider approval of the Joint Petition was given to every Party and Interested Person in the Joint Petition. At the September 19, 2023 Hearing, the Court considered additional commentary from the Parties, as well as interested persons Dr. Bradley Frasier and Nori Frasier.

Having considered the filings related to the Joint Petition, the evidence before the Court related to the Joint Petition, as well as the oral argument presented at the lawfully noticed hearings on August 15, 2023 and September 19, 2023, the Court finds good cause to order as follows:

1. The Estate provided lawful and proper notice of the September 19, 2023 hearing to consider the Joint Petition to all interested persons in the Joint Petition,

including Dr. Bradley Frasier; Dr. Bradley Frasier's children whom are grandchildren of the Settlors; Nori Frasier; Nori Frasier's children whom are grandchildren of the Settlors; the Trustee U.S. Bank; the Charities named in the Third, Fourth, and Fifth Amendments to the Survivor's Trust; and Amy Frasier Wilson.

THE SURVIVOR'S TRUST RESOLUTION

2. The Joint Petition is **GRANTED** with respect to resolution of the Survivor's Trust also known as the "A Trust." The resolution of the Survivor's Trust detailed in the Settlement Agreement submitted to the Court is approved and confirmed by the Court, and is binding and enforceable in all respects. In confirming and approving resolution of the Survivor's Trust, all Paragraphs of the Settlement Agreement before the Court are approved, ratified, confirmed, and are enforceable with the exception of Section 3 on Page 7 of 13 in the Settlement Agreement addressing modification of the Tax-Exempt Trust, which is discussed below.

3. The terms of the Third, Fourth, and Fifth Amendments to the Survivor's Trust revoked the First and Second Amendments to the Survivor's Trust. This Court did not, nor did any other Court of competent jurisdiction, declare the Third, Fourth, and Fifth Amendments to the Survivor's Trust invalid. The only person to contest the Third, Fourth, and Fifth Amendments to the Survivor's Trust was Amy Frasier Wilson. Amy Frasier Wilson's claims with respect to the Survivor's Trust are now resolved by confirmation of the Survivor's Trust Resolution as stated herein and in the Parties' Settlement Agreement. Since there are no other challenges to the validity of the Third, Fourth, and Fifth Amendments to the Survivor's Trust, the Third, Fourth, and Fifth Amendments to the Survivor's Trust are the operative instruments governing the Survivor's Trust. Consequently, the Charities agreement to divide their interest in the Survivor's Trust with Ms. Wilson to resolve her claims is lawful, binding, and enforceable.

4. The Trustee shall immediately liquidate the real property referred to as the San Juan Capistrano House currently held in the Survivor's Trust pursuant to stipulation of the Parties given during the August 15, 2023 Hearing and this Court's confirmation of the Survivor's Trust Resolution described in Paragraph 1 of the Parties' Settlement Agreement.

5. The Trustee may use the funds in the Survivor's Trust, including but not limited to the sale proceeds from the San Juan Capistrano House, to directly pay the Trust's outstanding financial obligations including, but not limited to, all outstanding professional fees and costs such as attorney's fees incurred by the Estate of Dinny Frasier, Special Administrator fees incurred by the Estate of Dinny Frasier, attorney's fees incurred by the Trustee of the Trust, and Trustee's fees incurred by the Trustee of the Trust.

6. Upon the sale of the San Juan Capistrano House and receipt of the net proceeds, the Trustee shall make the equalization payments required by the January 27, 2017 Settlement Agreement previously approved by the Court and the equalization payment owed to Amy Frasier Wilson in the amount of $5,000 shall be made outright and free of Trust.

7. The Trustee shall make the real property exchange payments required by the January 27, 2017 Settlement Agreement previously approved by the Court to the Tax-Exempt Trust.

8. Once all assets of the Survivor's Trust are liquidated, the professional fees are paid, and the Survivor's Trust is fully distributed to the Charities and Amy Frasier Wilson as described in Section 1 of the Parties' Settlement Agreement, then the Survivor's Trust shall be terminated without further administration.

9. Pursuant to mandate of the Nevada Supreme Court, the Estate of Dinny Frasier appeared in this matter to defend her competence to execute the Third, Fourth, and Fifth Amendments to the Survivor's Trust. Having resolved the dispute over Ms. Frasier's capacity to execute the Third, Fourth, and Fifth Amendments to

the Survivor's Trust, the Estate; its Special Administrator Stanley H. Brown, Esq.; and its legal counsel, the law firm of Wallace & Millsap; are hereby discharged and released from any and all liability, duties, and/or obligations. Moreover, the Court hereby ratifies and confirms the propriety of the Estate's acts or inaction with respect to adjudication of this litigation as mandated by the Nevada Supreme Court. Upon entry of this Order, the Estate of Dinny Frasier is concluded and closed in all respects.

THE TAX-EXEMPT TRUST RESOLUTION

10. The Joint Petition's request to modify the Tax-Exempt Trust, also known as the "B Trust", is **DENIED**.

11. Pursuant to this Court's denial of the Joint Petition's request to modify the Tax-Exempt Trust, this Court declines to approve Section 3 of the Parties' Settlement Agreement on Page 7 of 13 in the Agreement.

12. Specifically, Fifth Amendment to the Jordan Dana Frasier Family Trust contains the operative terms of the Tax-Exempt Trust before the Court. The operative terms of the Tax-Exempt Trust require the Trustee to divide the Res of the Tax-Exempt Trust into three equal shares for the respective benefit of Nori Frasier, Dr. Bradley Frasier, and Amy Frasier Wilson – the Settlors' biological children. Nori Frasier and Dr. Bradley Frasier are to receive their 1/3 shares of the Tax-Exempt Trust outright and free of the Trust. However, the Tax-Exempt Trust states Amy Frasier Wilson's share of the Tax-Exempt Trust is to be held in Trust for her benefit subject to a spendthrift provision. The Estate of Dinny Frasier and Amy Frasier Wilson jointly petitioned the Court to modify the Tax-Exempt Trust to permit Ms. Wilson to receive her share of the Tax-Exempt Trust outright and free of Trust pursuant to the terms of the Settlement Agreement. The requested modification would not have diminished or affected Dr. Bradley Frasier's and Nori Frasier's respective shares of the Tax-Exempt Trust.

However, the Trustee objected to the requested modification because the proposed modification was contrary to the terms of the Tax-Exempt Trust precluding an outright and free of trust distribution to Ms. Wilson of her complete share in the Tax-Exempt Trust. The Trustee also objected to an outright and free of trust distribution to Ms. Wilson of the personal property in the Tax-Exempt Trust as contrary to the express terms of said Trust. Dr. Bradley Frasier and Nori Frasier joined the Trustee's objection to the Joint Petition.

13. The Court declines to modify the Tax-Exempt Trust to permit Amy Frasier Wilson to receive her share of the Tax-Exempt Trust outright and free of Trust for the following reasons:

a. Dr. Bradley Frasier and Nori Frasier were not parties to the Settlement Agreement wherein the Estate of Dinny Frasier and Ms. Amy Frasier Wilson agreed to modify the Tax-Exempt Trust to require distribution of Amy Frasier Wilson's share of the Tax-Exempt Trust to her outright and free of the Trust.

b. Nevada law precludes the Court from modifying a spendthrift provision in a trust.

Therefore, Amy Frasier Wilson's share of the Tax-Exempt Trust is ordered to be distributed to her in Trust subject to, and in accordance with, the terms of the Tax-Exempt Trust.

14. This Order does not preclude Amy Frasier Wilson's receipt of the equalization payment of $5,000 due to her outright and free of Trust as stated above.

15. Pursuant to the previously approved accounting in this matter filed by former Trustee Premier Trust, the only personal property identified in the Survivor's Trust is the 2007 Cadillac and the electric golf cart. Amy Frasier Wilson shall receive the 2007 Cadillac and electric golf cart outright and free of Trust pursuant to the Charities' and Ms. Wilson's Settlement Agreement governing distribution and resolution of the Survivor's Trust.

The remaining personal property is deemed an asset of the Tax-Exempt Trust and shall be distributed to Dr. Bradley Frasier and Nori Frasier as delineated in the Court's Order granting the Trustee's Petition for Instructions.

16. The grandchildren of the Settlors do not have a presently enforceable right to distributions or principal from Amy Frasier Wilson's share of the Tax-Exempt Trust, because the grandchildren are only entitled to the remainder of Ms. Wilson's share of the Tax-Exempt Trust, if there be a remainder, following Ms. Wilson's death. Therefore, the grandchildren may consult with legal counsel regarding their interest in the Tax-Exempt Trust in the future.

IT IS SO ORDERED.

Dated this 4th day of October, 2023.

The Honorable Tammy Riggs
District Court Judge

F I L E D
Electronically
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2023-10-16 04:33:01 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9944384

Patricia Halstead, Esq.
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phalstead@halsteadlawoffices.com
Attorney for U.S. Bank Private Wealth Management, Trustee

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

In the Matter of
JORDAN DANA FRASIER FAMILY TRUST
_____/

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

NOTICE OF ENTRY OF ORDER GRANTING INSTRUCTION

Please take notice that the Court filed the ORDER GRANTING INSTRUCTION, a true and correct copy of which is provided herewith as **Exhibit 1**, on October 16, 2023.

AFFIRMATION: This document does not contain the social security number of any person.

Respectfully submitted this 16th day of October 2023.

/s/ Patricia Halstead
Attorney for U.S. Bank
Private Wealth Management, Trustee

CERTIFICATE OF SERVICE

I hereby certify that I am an employee or otherwise affiliated with Halstead Law Offices and that on the 16th day of October, 2023, I caused a true and correct copy of the foregoing document titled NOTICE OF ENTRY OF ORDER GRANTING INSTRUCTION to be served by depositing a copy of the document in the U.S. Mail, first class postage prepaid, to the following:

Stanley Brown, Esq.
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510 W. Plumb Lane, Ste. A
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Oceanside, CA 92056

Nori Frasier
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Oceanside, CA 92056

Amy Frasier Wilson
c/o Mark Simons, Esq.
690 Sierra Rose Drive
Reno, NV 89511

Chapman University; Temple Beth Shalom; Irvine Community Alliance Fund; ASPCA; and St. Jude Children's Research Hospital
c/o Ryan Earl, Esq.
548 W. Plumb Lane
Reno, NV 89509

Premier Trust
c/o David Robertson, Esq.
50 W. Liberty St., Ste 600
Reno, NV 89501

/s/ Martina Beatty

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1. Order Granting Instruction, filed October 16, 2023

F I L E D
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Alicia L. Lerud
Clerk of the Court
Transaction # 9944384

EXHIBIT 1

EXHIBIT 1

FILED
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2023-10-16 08:36:03 AM
Alicia L. Lerud
Clerk of the Court
Transaction # 9941861

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

In the Matter of
JORDAN DANA FRASIER FAMILY TRUST

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

ORDER GRANTING INSTRUCTION

On June 4, 2021, U.S. Bank Private Wealth Management ("U.S. Bank"), as successor trustee of the Jordan Dana Frasier Family Trust and the sub-trusts derived therefrom (the "Trustee"), by and through counsel Patricia Halstead of Halstead Law Offices, filed a Petition for Instructions (the "Petition"). The Petition was Amended and filed again on January 23, 2023, and supplemented thereafter on April 10, 2023.

Through its iterations the Petition sought instruction as to how U.S. Bank was to address the real property commonly known as 31521 Paseo Campeon, San Juan Capistrano, California (the "SJC House"); the real property commonly known as 78985 Lavender Circle, Palm Desert, Riverside County, California (the "Palm Desert House"); personal property; and trust sums retained by prior Trustee Premier Trust, Inc. ("Premier Trust").

The Petition came for hearing on February 14, 2023, and a ruling on the Petition was held in abeyance pending participation in a settlement conference by Amy Frasier Wilson and the Charities, namely Chapman University; Temple Beth Shalom; Irvine Community Alliance Fund; ASPCA; and St. Jude's Children's Research Hospital, based upon Amy Frasier Wilson and the Charities claiming a competing interest in what has been referred to in the litigation as the Survivor's Trust (the A Trust), which is one of two sub-trusts of the initial Jordan Dana Frasier Family Trust, the other being the Tax Exempt Trust (the B Trust).

Amy Frasier Wilson and the Charities participated in a settlement conference, as did the Estate of Dinny Frasier by and through Stan Brown, Esq., and a Stipulation to Vacate Evidentiary Hearing Pending Court Confirmation of Settlement Agreement was filed on March 7, 2023, which was granted by an Order to Vacate Evidentiary Hearing Pending Court Confirmation of Settlement Agreement, filed on March 8, 2023. The settlement agreement was subsequently submitted to the Court by and through a Joint Petition to Confirm Settlement Agreement, Approve Distribution of Survivor's Trust Pursuant to the Settlement Agreement, and Petition for Modification of the Tax Exempt Trust to Enable Termination of Trust and All Sub-Trusts Created Thereunder, filed by the Estate of Dinny Frasier, Amy Frasier Wilson, and the Charities on June 26, 2023 (the "Trust A Settlement").

On June 30, 2023, U.S. Bank filed an Objection to Identified Provisions of the Proposed Settlement Agreement That Are Directly Contrary to Controlling Trust Mandates By Which the Trustee Is Bound, whereby, pursuant to the terms of the Trust, U.S. Bank took issue with any outright distribution to Amy Frasier Wilson; the distribution to Amy Frasier Wilson of personal property; and a lack of notice of the settlement to residual beneficiaries whose residual rights would be negated by the proposed settlement (the "Objection"). The Objection was fully briefed and a hearing was held whereby the issues raised were argued to and considered by the Court.

Having considered the matters presented for instruction and in consideration of the Petition, the Trust A Settlement, and the Objection, the Court hereby instructs U.S. Bank as follows:

1. Based upon agreement of all the interested parties and in accordance with the Trust A Settlement, U.S. Bank shall undertake the sale of the SJC House, upon completion of which U.S. Bank may satisfy any and all outstanding financial obligations including, but not limited to:

    i. transferring $794,000 to the Tax Exempt Trust (the B Trust) from the Survivor's Trust (the A Trust) for the prior exchange of the real properties commonly known as 4372 Pacifica Way #3, Oceanside,

California ($410,000) and 3609 Vista Way, Oceanside, California ($384,000);

ii. distributing the equalization payments to the Frasier children as contemplated by the January 27, 2017 settlement of the Tax Exempt Trust (the B Trust) and in accordance with the Fifth Amendment to Survivor's Trust Created Under the Jordan Dana Frasier Family Trust, dated December 4, 2018, that being outright distributions of $192,000 to Dr. Bradley Frasier; $171,000 to Nori Frasier; and $5,000 to Amy Frasier Wilson; and

iii. satisfying the outstanding fees and costs incurred on behalf of the Estate of Dinny Frasier in addition to any other fees and costs that may remain outstanding.

Remaining sums shall be retained for ongoing fees, costs, and expenses pending final distribution.

2. U.S. Bank shall sell the Palm Desert House, which is held in the Tax Exempt Trust (the B Trust), and which Nori Frasier will have the ability to purchase from the Tax Exempt Trust (the B Trust) for what is deemed by U.S. Bank to be fair market value as of the time of the sale. The Palm Desert House may be sold furnished or unfurnished in U.S. Bank's sole discretion. Any personal property located at the Palm Desert House not sold as part of the sale may, in U.S. Bank's sole discretion, be distributed equally as between Dr. Bradley Frasier and Nori Frasier or in a manner as otherwise may be agreed upon by and between Dr. Bradley Frasier and Nori Frasier or, in U.S. Bank's sole discretion, may be sold with the proceeds divided equally as between Dr. Bradley Frasier and Nori Frasier. The distribution of the personal property to Dr. Bradley Frasier and Nori Frasier is found to be in accordance with the trust terms as further addressed in Section 3 below.

3. The 2007 Cadillac and the Electric Golf Cart specified as personal property belonging to the Survivor's Trust (the A Trust) in the accounting therefore as filed by Premier Trust as Exhibit 1 to the Supplemental Response to Objection to Accounting, filed on September 17, 2018, shall be distributed outright to Amy Frasier Wilson pursuant to the Trust A Settlement. Any and all remaining personal property located at the SJC House is deemed an asset of the Tax Exempt Trust (the B Trust) and shall be distributed equally, or as they may otherwise agree, between Dr. Bradley Frasier and Nori Frasier pursuant to the Fifth Amendment to the Jordan Dana Fraiser Family Trust, dated June 7, 2000, page 7, paragraph 3, which allocates tangible personal property to the Tax Exempt Trust (the B Trust), and page 9, of which, in relevant part, provides that Amy Frasier Wilson is not to receive the contents of the Settlors' residence. Distribution of such personal property shall be within the sole discretion of U.S. Bank.

4. As of the date of this order, any and all fees and costs incurred that are related to the marshalling, transfer, and/or distribution of the personal property allocated to the Tax Exempt Trust (the B Trust) shall be borne by the Tax Exempt Trust (the B Trust).

5. Given the allocation of the personal property to the Tax Exempt Trust (the B Trust), the Tax Exempt Trust (the B Trust) will reimburse the Survivor's Trust (the A Trust) the $23,125.00 paid by the Survivor's Trust (the A Trust) for the Yvonne M. Karn ASA May 3, 2019 personal property appraisal, and all fees and costs from the date of this Order forward that are attributable to addressing personal property shall be allocated against the Tax Exempt Trust (the B Trust).

6. Prior trustee Premier Trust shall have sixty (60) days from the date of this order to account for any and all trust sums it has retained. Such accounting shall be from July 1, 2018 to the present and shall be filed with the Court and served upon all interested parties and U.S. Bank. Upon settlement of accounting as

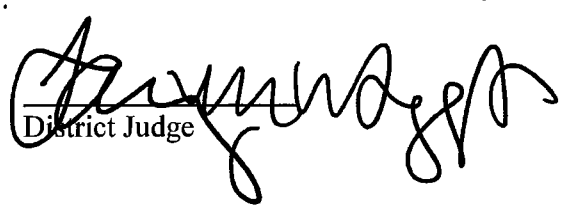
reviewed and approved by the Court, any and all remaining trust sums held by Premier Trust shall be forwarded to U.S. Bank and attributed to the Tax Exempt Trust (the B Trust).

7. Given U.S. Bank's unwillingness to serve as the trustee of the yet to be funded trust that is to hold and administer the sums distributed from the Tax Exempt Trust (the B Trust) for the benefit of Amy Frasier Wilson, within thirty (30) days of the date of this Order, Amy Fraiser Wilson, through counsel, shall submit to the Court the names and qualifications of three (3) alternative corporate trustees (as that term is commonly recognized and utilized in NRS Chapter 163 and NRS Chapter 165), upon which the Court will select one, if deemed qualified, to serve as trustee and to whom U.S. Bank may distribute Amy Frasier Wilson's share of the Tax Exempt Trust (the B Trust).

8. Once all necessary obligations have been met to allow the Survivor's Trust (the A Trust) and the Tax Exempt Trust (the B Trust) to be distributed in total, U.S. Bank may undertake final distribution of both the Survivor's Trust (the A Trust) and the Tax Exempt Trust (the B Trust). Final distribution of the Survivor's Trust (the A Trust) will be in accordance with separate order of the Court granting in part and denying in part the Joint Petition to Confirm Settlement Agreement, Approve Distribution of the Survivor's Trust Pursuant to the Settlement Agreement, and Petition for Modification of Tax-Exempt Trust to Enable Termination of Trust and All Sub-Trusts Created Thereunder, filed by the Estate of Dinny Frasier; Amy Frasier Wilson; and the Charities on June 26, 2023.

IT IS SO ORDERED.

Dated this 16th day of October 2023.



District Judge

F I L E D
Electronically
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Alicia L. Lerud
Clerk of the Court
Transaction # 9976098 : yviloria

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Attorneys for Amy Frasier Wilson

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. 3 [PR]

NOTICE OF APPEAL

Please take notice that AMY FRASIER WILSON hereby appeals to the Supreme Court of Nevada from:

1. "Order Granting Instruction," entered on October 16, 2023, (Exhibit 1);
2. "Order Granting in Part and Denying in Part the Joint Petition to Confirm Settlement Agreement," entered on October 4, 2023, (Exhibit 2);
3. All ruling and interlocutory orders made appealable by any of the foregoing.

DATED this 2nd day of November, 2023.

SOLOMON DWIGGINS FREER & STEADMAN, LTD.

By: */s/ Alexander G. LeVeque*

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Attorneys for Amy Frasier Wilson

SOLOMON | DWIGGINS FREER | STEADMAN LTD
TRUST AND ESTATE ATTORNEYS
SD FS

AFFIRMATION
Pursuant to NRS 239B.030 and 603A.040

The undersigned does hereby affirm that the preceding **NOTICE OF APPEAL** filed in the Matter of the JORDAN DANA FRASIER FAMILY TRUST, Case No. PR16-00128, does not contain the personal information of any person.

Dated this 2nd day of November, 2023.

SOLOMON DWIGGINS FREER & STEADMAN, LTD.

/s/ Alexander G. LeVeque
By:_____

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Attorneys for Amy Frasier Wilson

SOLOMON | DWIGGINS FREER | STEADMAN LTD
TRUST AND ESTATE ATTORNEYS
SD FS

CERTIFICATE OF SERVICE

I hereby certify that I am an employee or otherwise affiliated with Solomon Dwiggins Freer & Steadman, Ltd., and that on the 2nd day of November, 2023, I caused a true and correct copy of the foregoing document titled NOTICE OF APPEAL to be served by depositing a copy of the document in the U.S. Mail, first class postage prepaid, to the following:

Stanley Brown, Esq.
c/o Patrick Millsap, Esq.
510 W. Plumb Lane, Ste. A
Reno, NV 89509

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

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

U.S. Bank Private Wealth Management, Trustee
c/o Patricia Halstead, Esq.
615 Arlington Avenue
Reno, NV 89509

Chapman University; Temple Beth Shalom; Irvine Community Alliance Fund; ASPCA; and St. Jude Children's Research Hospital
c/o Ryan Earl, Esq.
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Premier Trust
c/o David Robertson, Esq.
50 W. Liberty St., Ste 600
Reno, NV 89501

/s/ Alexandra T. Carnival

An employee of Solomon Dwiggins Freer & Steadman, Ltd.

SD FS SOLOMON | DWIGGINS FREER | STEADMAN LTD TRUST AND ESTATE ATTORNEYS

INDEX OF EXHIBITS

Exhibit No.	
1	Order Granting Instruction
2	Order Granting in Part and Denying in Part the Joint Petition to Confirm Settlement Agreement

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TRUST AND ESTATE ATTORNEYS

F I L E D
Electronically
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2023-11-03 08:12:57 AM
Alicia L. Lerud
Clerk of the Court
Transaction # 9976255

Return Of NEF

Recipients

G. ROBERTSON, ESQ.	- Notification received on 2023-11-03 08:12:52.468.
ROBERTO CAMPOS, ESQ.	- Notification received on 2023-11-03 08:12:53.702.
MICHAEL ROSENAUER, ESQ.	- Notification received on 2023-11-03 08:12:54.28.
RICHARD WILLIAMSON, ESQ.	- Notification received on 2023-11-03 08:12:52.014.
AMY FRASIER WILSON	- Notification received on 2023-11-03 08:12:53.093.
RYAN EARL, ESQ.	- Notification received on 2023-11-03 08:12:54.765.
PATRICIA HALSTEAD, ESQ.	- Notification received on 2023-11-03 08:12:55.144.
PATRICK MILLSAP, ESQ.	- Notification received on 2023-11-03 08:12:51.124.
F. MCCLURE WALLACE, ESQ.	- Notification received on 2023-11-03 08:12:51.593.
BRADLEY FRASIER	- Notification received on 2023-11-03 08:12:55.912.

****** IMPORTANT NOTICE - READ THIS INFORMATION *****

PROOF OF SERVICE OF ELECTRONIC FILING

–

A filing has been submitted to the court RE: PR16-00128

Judge:

HONORABLE TAMMY RIGGS

Official File Stamp:	11-02-2023:18:39:11
Clerk Accepted:	11-03-2023:08:12:25
Court:	Second Judicial District Court - State of Nevada Civil
Case Title:	TRUST: JORDAN DANA FRASIER FAMILY TRUST (D3)
Document(s) Submitted:	Notice/Appeal Supreme Court - **Continuation - **Continuation
Filed By:	Roberto M Campos

You may review this filing by clicking on the following link to take you to your cases.

This notice was automatically generated by the courts auto-notification system.

–

If service is not required for this document (e.g., Minutes), please disregard the below language.

The following people were served electronically:

PATRICK R. MILLSAP, ESQ. for DINNY FRASIER

F. MCCLURE WALLACE, ESQ. for DINNY FRASIER

RICHARD D. WILLIAMSON, ESQ. for DINNY FRASIER, PREMIER TRUST, INC.

RYAN J. EARL, ESQ. for ASPCA, CHAPMAN UNIVERSITY, ST. JUDE'S CHILDREN'S HOSPITAL, IRVINE COMMUNITY ALLIANCE FUND, TEMPLE BETH SHOLOM

PATRICIA C. HALSTEAD, ESQ. for US BANK NATIONAL ASSOCIATION

G. DAVID ROBERTSON, ESQ. for DINNY FRASIER, PREMIER TRUST, INC.

MICHAEL A. ROSENAUER, ESQ. for JANIE MULRAIN

BRADLEY FRASIER

ROBERTO M. CAMPOS, ESQ. for AMY MICHELE FRASIER WILSON

The following people have not been served electronically and must be served by traditional means (see Nevada Electronic Filing Rules.):

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Stanley H. Brown, Jr., Chtd.

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Electronically
PR16-00128
2023-11-03 03:44:45 PM
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Attorneys for Amy Frasier Wilson

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. 3 [PR]

AMENDED CERTIFICATE OF SERVICE

I HEREBY CERTIFY that pursuant to NRCP 5(b), I caused a true and correct copy of the **NOTICE OF APPEAL** filed on November 2, 2023 to the following in the manner set forth below:

Via:

[____] Hand Delivery

[____] Certified Mail, Receipt No.: _____

[____] Return Receipt Request

[____] E-Service by eFlex

[XXX] U.S. Mail, Postage Prepaid by November 3, 2023:

Patricia Halstead, Esq.
HALSTEAD LAW OFFICES
615 Arlington Avenue
Reno, Nevada 89509

Counsel for U.S. Bank Wealth Management

Ryan Earl, Esq.
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Reno, Nevada 89509

Counsel for Chapman University; Temple Beth Shalom; Irvine Community Alliance Fund; ASPCA; and St. Jude Children's Research Hospital

SOLOMON | DWIGGINS FREER | STEADMAN LTD
TRUST AND ESTATE ATTORNEYS
SD FS

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/s/ Alexandra Carnival

An Employee of SOLOMON DWIGGINS FREER & STEADMAN, LTD.

SOLOMON | DWIGGINS FREER | STEADMAN LTD
TRUST AND ESTATE ATTORNEYS
SD FS

AFFIRMATION
Pursuant to NRS 239B.030 and 603A.040

The undersigned does hereby affirm that the preceding **AMENDED CERTIFICATE OF SERVICE** filed in the Matter of the JORDAN DANA FRASIER FAMILY TRUST, Case No. PR16-00128, does not contain the personal information of any person.

Dated this 3rd day of November, 2023.

SOLOMON DWIGGINS FREER & STEADMAN, LTD.

By: */s/Roberto M. Campos*

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Las Vegas, Nevada 89129

Attorneys for Amy Frasier Wilson

SD FS SOLOMON | DWIGGINS FREER | STEADMAN LTD
TRUST AND ESTATE ATTORNEYS

F I L E D
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2023-12-20 06:15:38 PM
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Clerk of the Court
Transaction # 10059664 : adixon

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Attorney for U.S. Bank Private Wealth Management, Trustee

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

In the Matter of
JORDAN DANA FRASIER FAMILY TRUST
_____/

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

OBJECTION TO MOTION TO APPROVE SUPPLEMENTAL ACCOUNTING

COMES NOW U.S. Bank Private Wealth Management ("U.S. Bank"), as successor trustee of the Jordan Dana Frasier Family Trust and the sub-trusts derived therefrom (also referred to as the "Trustee"), by and through counsel Barnet Resnick of Vogt Resnick Sherak, LLP, as admitted *pro hoc vice* to represent U.S. Bank herein, and hereby objects to the Motion to Approve Supplement Accounting, filed December 15, 2023. This Objection is supported by the following Points and Authorities.

POINTS AND AUTHORITIES

U.S. Bank was appointed to take over as trustee for both the Survivor's Trust (the A Trust) and the Tax Exempt Trust (the B Trust) as of December 28, 2018, and trust assets were relinquished to U.S. Bank from prior trustee Premier Trust ("Premier") in January 2019 with Premier's related trust statements progressing through February 2019. *See* the Order After Hearing, filed on December 21, 2018, and provided herewith as **Exhibit 1**.[1]

[1] Although requested from Premier through counsel, Premier did not voluntarily turn over account statements from July 2018 to January 2019 and, therefore, that period had not been accounted for until the records were subpoenaed and, as a result, produced subject to a demanded (and in U.S. Bank's opinion, unnecessary) confidentiality agreement in July 2022. There were also February 2019 Premier statements that were informally requested though counsel but Premier never provided them.

The Order relieving Premier specifically provides:

> 11. Premier's Resignation Petition and its Ratification Petition are granted in their entirety. U.S. Bank shall be substituted in Premier's place as trustee of the trusts, effective December 28, 2018. Premier and U.S. Bank shall jointly use best efforts to effectuate a smooth transition of the trusts. Premier's Accounting Petition is also granted in its entirety, with the sole exception being that the trustee shall pay Ms. Mulrain the amount of $180,596.68 from the appropriate trust(s) before it relinquishes financial control to U.S. Bank. This Court will retain jurisdiction over administration of the trusts to resolve any outstanding disputes over amendment of the trusts, to oversee the orderly trust transition to U.S. Bank, and to resolve any related issues. . . .

U.S. Bank had believed that all trust assets had been turned over from Premier as ordered and did not learn until April 2021, in the context of settlement negotiations between the interested parties, that Premier had retained trust funds, which U.S. Bank had been informed by Premier counsel was in the ballpark of $100,000. While the purported holdback, which had not been Court approved, caused U.S. Bank concern, the trust beneficiaries and representatives for Dinny's estate did not take issue with the sums remaining with Premier but did ensure that such amounts were addressed in ongoing settlement negotiations in the context of distribution to the beneficiaries.

For reasons never understood by U.S. Bank (other than as may be attributable to a dislike of U.S. Bank's chosen undersigned counsel), Premier's counsel continued to advocate for inclusion in matter despite Premier's requested and granted resignation. Premier's counsel particularly advocated for inclusion in facilitated settlement negotiations by wrongly claiming that Premier remained a party and claiming to have pivotal information that its counsel would never disclose despite repeated requests.

Having been relieved of any trust duties upon resigning, and Premier's counsel being nothing more than a potential witness to Dinny's competency at that point, given Premier's approved resignation and discharge as trustee, U.S. Bank steadfastly opposed Premier's counsel's continuous attempts to insert himself and Premier into the matter. *See, e.g.,* the emails with Premier's legal counsel dated April 13, 2021, and April 14, 2021, provided herewith as **Exhibit 2**, whereby Premier's counsel claims that Premier is still a party and asks to be included in settlement negotiations, a claim that was rejected by the settlement judge, the

Honorable Deborah Schumacher. U.S. Bank was also aware that Premier's counsel continually communicated with counsel for Amy Frasier Wilson about the case.

Fearful of the sums Premier had retained being improperly depleted in light of the interjection its counsel undertook, in its Petition for Instructions, U.S. Bank requested that the sums Premier retained be accounted for to ensure that they were not improperly expended. The ordered accounting has now revealed that, since Premier was relieved as trustee based upon its resignation (and therefore had no reason whatsoever to expend legal sums in relation to administration), *its legal counsel collected $91,716.50 over a period of five (5) years*, billing regularly, with no explanation therefore other than to claim that the transition to U.S. Bank was ongoing, which it was not. Rather, per the December 18, 2021 Order, "U.S. Bank shall be substituted in Premier's place as trustee of the trusts, effective December 28, 2018," and U.S. Bank took over as of January 2019.

To justify the attorney's fees it incurred through December 21, 2018 (if in fact incurred prior to that date), when Premier was admittedly relieved of its service, Premier relies upon the First Amended and Restated Jordan Dana Fraiser Family Trust. Motion, p. 3, lines 9-16 and line 26 ("Premier's term as the Trustee ended on December 21, 2018"). The applicable trust version that was controlling, however, was the Third Amendment of the Jordan Dana Frasier Family Trust, dated September 21, 1999. *See* Exhibit 4 to the Amended Petition for Instructions, filed on January 20, 2023. Regardless, both versions allow the trustee *in relation to administration*, to employ attorneys for advice but, even at that, it remains that such fees must be "reasonable" and there has been no invoicing submitted nor other billing records that outline the fees and establish that they were incurred and are reasonable from the end of the approved accounting through December 21, 2018.[2]

Even assuming it were proper for Premier to continue to incur attorney's fees and costs post December 21, 2018, which U.S. Bank in no way concedes, such fees are also not

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[2] Per the Third Amendment, "The trustee is authorized to employ custodians, investment advisors, attorneys, accountants, and any other agents or advisors to assist the trustee in the administration of this trust, and to rely on the information and advice given by such agents and advisors. Reasonable compensation for all such services performed by such agents and advisors shall be paid from the trust estate out of either income or principal as the trustee in the trustee's discretion shall determine."

supported by billing records or any other underlying documentation to establish the reason they were incurred or their propriety. A blanket statement they were believed to be proper does not have evidentiary value to establish the same and the only stated basis to continue to allegedly incur fees was for "facilitating the transition" – a transition that, as far as U.S. Bank understood, had been completed when the trust corpus was relinquished and U.S. Bank took over administration. Again, the holdback was not known by U.S. Bank, was never Court approved, was unnecessary, and Premier had no basis to take any further action with respect to administration upon U.S. Bank taking over, nor does the trust language allow Premier to pay attorneys as an agent of the trustee when it is no longer serving as trustee, which is why Premier concedes that right only extended to December 21, 2018.

U.S. Bank has been administering the trusts with no involvement from Premier and, in fact, has been doing so without cooperation from Premier in that U.S. Bank was forced to subpoena prior trust statements and is still without February 2019 statements despite having requested the same (which would allow U.S. Bank to have an accurate picture of the finances from start to finish of its service, including during the pivotal period of its transition whereby it may have been able to have deduced the holdback, as just one implicated example). By failing to cooperate in the ordered "smooth transition" and forcing fees to be incurred for no good reason, Premier improperly forced a portion of its own fees unreasonably.

It is also unreasonable to claim that such expenditures benefited the trust. The trust had an administrator that was already incurring its own fees and costs for the benefit of the trust, and those efforts were often and inexplicably at odds with Premier's counsel's attempts to intervene (and to not share prior statements so that U.S. Bank could determine the trust status). No longer being the trustee and having nothing to show for such a large expenditure lent no benefit whatsoever to the trust and, to the contrary, is detrimental and is causing further harm by forcing the Trust to incur more attorney's fees and costs to address it.

With U.S. Banks's appointment upon Premier's granted resignation, Premier should not have taken any further action and no "monitoring" was necessary as Premier's actions as of that date had been ratified by the Court. At that point, all trust sums should have been

provided to U.S. Bank and Premier should have had nothing further to do with the matter. Certainly if it were necessary for Premier to re-engage in the proceedings, Premier would have been noticed of such, just as it was noticed to account for the holdback sums (which would not have needed to have been accounted for if they had been turned over as was required).

Based upon the foregoing, U.S. Bank objects to the Motion to Approve Supplemental Accounting. U.S. Bank has standing to do so pursuant to Cal. Prob. Code § 17200, which permits a trustee to petition the court regarding internal affairs of a trust including, but not limited to, with respect to the settling of accounts.[3] *See also*, NRS 164.030; and NRS 164.033, allowing U.S. Bank to petition the Court to enter an order for a claim of property in the possession of another.

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.

Respectfully submitted this 20th day of December 2023.

/s/ Barnet Resnick
Attorney for U.S. Bank Private Wealth Management, Trustee

[3] Trust Article IV, Section G, "Controlling Law," provides, "[t]he validity of this trust and the construction of its provisions shall be governed by the laws of the State of California." While Nevada has exercised jurisdiction over the Trust, it remains that California law applies to its construction and enforcement. *See* NRS 164.045, which provides that Nevada law applies only if so designated in the trust instrument or allowed to be so designated either by the terms of the trust or where no controlling law is identified. Here, given California law is designated by the Trust and there is no Trust provision allowing the application of California law to be modified, California law must be applied.

CERTIFICATE OF SERVICE

I hereby certify that I am an employee or otherwise affiliated with Vogt Resnick Sherak, LLP and that on the 21st day of December 2023, I caused a true and correct copy of the foregoing document titled OBJECTION TO MOTION TO APPROVE SUPPLEMENTAL ACCOUNTING to be served by depositing a copy of the document in the U.S. Mail, first class postage prepaid, to the following:

Stanley Brown, Esq.
c/o Patrick Millsap, Esq.
510 W. Plumb Lane, Ste. A
Reno, NV 89509

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Amy Frasier Wilson
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Chapman University; Temple Beth Shalom; Irvine Community Alliance Fund; ASPCA; and St. Jude Children's Research Hospital
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548 W. Plumb Lane
Reno, NV 89509

/s/ Joleen Leonard

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Alicia L. Lerud
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Attorney for U.S. Bank Private Wealth Management, Trustee

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

In the Matter of
JORDAN DANA FRASIER FAMILY TRUST
_____/

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

REPLY IN SUPPORT OF OBJECTION TO MOTION TO APPROVE SUPPLEMENTAL ACCOUNTING

COMES NOW U.S. Bank Private Wealth Management ("U.S. Bank"), as successor trustee of the Jordan Dana Frasier Family Trust and the sub-trusts derived therefrom (also referred to as the "Trustee"), by and through counsel Barnet Resnick of Vogt Resnick Sherak, LLP, as admitted *pro hoc vice* to represent U.S. Bank herein, and hereby replies in support of its accounting objection, which was filed on December 20, 2023, in response to a purported accounting filed by Premier Trust, Inc. ("Premier") on December 15, 2023. This Reply is supported by the following Points and Authorities.

POINTS AND AUTHORITIES

1. Premier Is Improperly Attempting to Preclude Full Briefing

Pursuant to the Court's Order Granting Instruction, filed on October 16, 2023, Premier was to "account for any and all sums it has retained." Order, para. 6. Such accounting was to be filed with the Court and served upon the parties.

By statute, a trust accounting is to conform with NRS 165.135, which outlines the format and content required of an accounting. Once an accounting is provided, it is deemed approved and final if no objection is received. *See, e.g.,* NRS 164.1214. Thus, the process

entails the filing of the accounting, time allotted to object, response to the objection, and a reply in support of the objection, after which a hearing is generally held.

Here, anticipating U.S. Bank would object to Premier's expenditure of attorney's fees and costs (Premier's counsel inquired of U.S. Bank's counsel of the same), in an attempt to circumvent U.S. Bank's right to reply, instead of filing the accounting as required, Premier filed a "Motion" to approve a purported accounting and submitted a spread sheet that did not outline the attorney fee expenditures with which it knew U.S. Bank would likely take issue. Premier then filed a "Reply" providing relevant information for the first time in the attempt to preclude U.S. Bank from addressing such information.

Not only was this an attempt to preclude U.S. Bank from responding, as is its right, it is also an attempt to deprive the Court from obtaining relevant information; which, in turn, prevents the Court from making an informed decision. Given U.S. Bank's right to reply in support of its Objection and the new information provided for the first time by Premier, that being the attorney billing records, in addition to the Court's policy of addressing matters on their merits,[1] U.S. Bank replies as set forth herein.[2]

2. Premier Has Failed to Submit Any Legitimate Basis to Justify the Attorney's Fees and Costs with Which U.S. Bank Takes Issue.

Premier claims that the attorney's fees are reasonable and that U.S. Bank's objection to the same is "conclusory" and, therefore, not valid. "Reply," p. 2, lines 18-20 and as otherwise stated. The mockery of the allegation is that Premier intentionally created a circumstance by which only "conclusory" objections could be made by failing to have submitted any basis for the alleged fees until it filed its "Reply," which it intended U.S. Bank not to be able to respond to. Having now been provided with the billing records, the same unequivocally demonstrate that Premier's counsel was taking unnecessary action to strategize, analyze, research, and meet about matters it had no ongoing involvement in and which counsel continued to interject for no

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[1] See, e.g., Willard v. Berry-Hinckley Indus., 139 Nev. Adv. Op. 52, 539 P.3d 250, 255 (2023), acknowledging Nevada's policy of "deciding cases on the merits whenever feasible.

[2] To the extent the Court may deem this a surreply for which leave must be granted to file, despite the irregularity of the manner by which Premier has created the necessity of the filing, leave is hereby sought.

valid reason. The fact that Premier was not to have had ongoing involvement is self-explanatory in that it *RESIGNED* and was relieved of any further duty as of December 28, 2018 – *BY COURT ORDER* – and had filed nothing in the matter, nor was it necessary to involve itself pending the ordered accounting at issue.[3]

The fact of the matter is that Premier's counsel retained a personal interest in the case based upon a dislike of U.S. Bank's counsel and retained funds and addressed the matter by and through work essentially done in conjunction with Amy Frasier Wilson, which is what appears to be evidenced by the billing records (although they are redacted and so preclude obvious demonstration of the same). At the point of resignation, Premier's counsel's interest was that of a witness and was not related to any administrative responsibilities as to which Premier had been relieved. As such, billing the Trust was improper. Nor was there any reason to "monitor" the case given that Premier's actions up to the point of resignation had been Court approved. There is simply no basis for Premier's counsel to have undertaken *any* work whatsoever on the matter on behalf of the Trust, and the Trust is certainly not responsible for the time incurred by Premier's counsel in relation to his role as a witness for Amy Frasier Wilson.

Other than taking issue with an alleged "conclusory" objection (and then submitting records that necessitated the "conclusory" objection after the fact), Premier's only other substantive basis for purporting to have incurred $91,716.50 in attorney's fees and costs for a Trust it was not even administering is that two real properties belonging to the trust remained under Premier's name as trustee. "Reply," p. 2, line 24. While this may be true (U.S. Bank would have to order the deeds/title reports but has no reason to believe that the deeds were not conveyed by Premier to U.S. Bank), it nonetheless remains that regardless of the titling, and as tellingly omitted by Premier, U.S. Bank has been managing those real properties and

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[3] If the Court were inclined to consider any attorney's fees and/or costs, unredacted copies of the billing records submitted in "reply" should be ordered to be provided and the parties should be given an opportunity to address them or, at the very least, unredacted copies should be reviewed *in camera*. There is no basis for them to have been redacted as there is no apparent attorney/client privileged matters included, which are the only matters that would be subject to valid redaction. Rather, the billing records are redacted to continue to be non-transparent and to secrete the fact that Premier's counsel continually worked to assist Amy Frasier Wilson and/or unnecessarily instigate strife in relation to U.S. Bank's counsel Mr. Resnick.

addressing their costs. In other words, despite the titling, Premier has had to take no action in relation to the properties and if any action were to have been required, it would have been handled by U.S. Bank who is the only entity with authority to take any such action. As it stands, the properties remining in Premier's name has not led to any required action on Premier's part and not a single billing entry has been attributed to the properties nor their titling.

As this Court remains aware, U.S. Bank has had to learn the status of the Trust and its assets along the way due to lack of cooperation from Premier and lack of information from the parties. Thus, relevant information such as the failure to transfer trust sums for the exchange of properties and other status matters have been subject to becoming known and resulted, in part, in the Petition for Instructions, which was granted by the Court. In addition, there was a stay issued by the Supreme Court, upon which Amy Frasier Wilson relied to falsely argue an indefinite inability by U.S. Bank to take any administrative actions whatsoever. As the Court is also aware, the Court has ordered that the real properties shall be sold. In conjunction with any sale, the titles will be transferred either from Premier to the new owners or from Premier to U.S. Bank to the new owners. Regardless, Premier's name on the titles is no more than a placeholder and will be sorted at no expense to Premier in that its only obligation will be to have an authorized officer take time to sign a deed.

3. Retaining a Holdback Does Not Justify Pilfering It for Unwarranted Fees and Costs.

In footnote 1 of its "Reply," Premier attempts to justify improperly billing from the holdback sums on the basis that a U.S. Bank employee was purportedly aware of the holdback. Premier actually states that U.S. Bank should be estopped from taking issue with the improper expenditure of Trust sums for attorney's fees and costs merely because it did not request the return of such funds nor anticipate that Premier would improperly deplete them. In so arguing, Premier inexplicitly cites to Marcuse v. Del Webb Communities, Inc., 123 Nev. 278, 163 P.3d 462 (2007), for which it provides no supporting proposition but which addresses the five criteria for estoppel, which are not briefed by Premier and are not applicable.

Needless to say, U.S. Bank could not have waived, nor did it waive, Premier's fiduciary duty to properly maintain Trust sums and abide by its obligations to the Trust and the beneficiaries. Nor could U.S. Bank have ever anticipated that Premier would think it proper to incur $91,716.50 in attorney's fees and costs for no valid reason. To blame U.S. Bank for improperly allowing Premier's attorney to bill against the Trust is nonsensical to say the least and has no legal basis in the concept of estoppel or otherwise.

4. Premier Has Failed to Substantiate the Substantial Attorney's Fees and Costs Incurred.

Lastly Premier attempts to attribute the attorney's fees and costs to ongoing transition, which did not occur. As the record reflects, particularly by way of the Petition for Instructions, Premier did not cooperate in the transition and even forced U.S. Bank to subpoena Premier's Trust statements.

What actually happened is that Premier turned over the accounts, and what it did after was its counsel's own creation separate and apart from any administration, with administration being the only basis for which Premier was entitled to incur attorney's fees and costs. The billing submitted, although severely redacted, itself fails to support any fees and costs related to the transition of the administration to U.S. Bank and no such billing has been cited to nor relied upon.

Bottom line is that the "accounting" unequivocally demonstrates that from the point of transition, no administration was done nor served as the basis for incurred attorney's fees and costs. There were simply no activities undertaken "related to its duties as outgoing trustee." "Reply," p. 6, lines 13-14.

Again, Premier *resigned* and its duties were concluded, per Court order, as of December 28, 2018. Its resignation signaled that it did not want to continue administration, it was relieved from doing so, its actions had been Court approved, and its name remaining on the service list was non-impactful. Nor was it U.S. Bank's purview to have Premier's name removed from the case; rather, Premier should have withdrawn based upon having been relieved from service and asked to be removed from the service list in its withdrawal instead of remaining and relying upon the same to set up an improper basis for its attorney to bill.

Further, there was absolutely no reason for Premier to continue to incur attorney's fees and costs and no "allegations" were ever raised against Premier. The statement that funds due for the property exchange had not been transferred by Premier was a factual statement and not an "allegation" against Premier, and certainly claims like this by Premier cannot be relied upon to justify incurring nearly one hundred thousand dollars in attorney's fees to "monitor" a case while at the same time purporting to be acting vigilantly to save the Trust from improper depletion. "Reply," p. 8, lines 4-6. Again, had Premier's interests ever been implicated (by Brad Frasier, U.S. Bank, or otherwise), Premier would have been noticed.

5. Conclusion.

It remains that U.S. Bank has been administering the trusts with no involvement from Premier and, in fact, has been doing so without cooperation from Premier. As such, the attorney's fees and costs for which Premier purportedly accounts are inappropriate and must not be approved. Such sums properly belong with the Trust and must be ordered replenished.

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.

Respectfully submitted this 9th day of January 2024.

/s/ Barnet Resnick
Attorney for U.S. Bank Private Wealth Management, Trustee

CERTIFICATE OF SERVICE

I hereby certify that I am an employee or otherwise affiliated with Vogt Resnick Sherak, LLP and that on the 9th day of January 2024, I caused a true and correct copy of the foregoing document titled REPLY IN SUPPORT OF OBJECTION TO MOTION TO APPROVE SUPPLEMENTAL ACCOUNTING to be served by depositing a copy of the document in the U.S. Mail, first class postage prepaid, to the following:

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/s/ Joleen Leonard

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Attorney for U.S. Bank Private Wealth Management, Trustee

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

In the Matter of
JORDAN DANA FRASIER FAMILY TRUST
_____/

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

RESPONSE TO NOTICE OF PENDING APPEAL

COMES NOW U.S. Bank Private Wealth Management ("U.S. Bank"), as successor trustee of the Jordan Dana Frasier Family Trust and the sub-trusts derived therefrom (also referred to as the "Trustee"), by and through counsel Barnet Resnick of Vogt Resnick Sherak, LLP, as admitted *pro hoc vice* to represent U.S. Bank herein, and hereby responds to the Notice of Pending Appeal, filed by Premier Trust, Inc. ("Premier") on March 15, 2024. This Response is supported by the following Points and Authorities.

POINTS AND AUTHORITIES

On March 1, 2024, this Court issued an Order to File, directing Premier to Supplement Premier's own *Motion to Approve Supplemental Accounting*, filed on 15, 2023, to provide unredacted billing records subject to a potential confidentiality objection, and to do so within fourteen (14) days of the order, which rendered a due date of March 15, 2024. Even though the required supplement was in relation to a filing Premier already undertook without "Notice" of the appeal, Premier now advocates that this Court does not have jurisdiction to consider the matter because of an appeal filed by Amy Frasier Wilson on November 2, 2023. Other than erroneous conclusory statements, there is no basis provided by Premier to support its claim that this Court is divested of jurisdiction to consider the accounting. In fact, the very case law cited

by Premier establishes the contrary, which is that this Court may consider the accounting given that the accounting of funds held back by Premier is wholly unrelated to the issues Amy Frasier Wilson has appealed and its adjudication will not alter the case status relevant to the appeal issues. Foster v. Dingwall, 126 Nev. 49, 52–53, 228 P.3d 453, 454–55 (2010) (holding that timely notice of appeal divests district court of jurisdiction *except* as to matters independent from the appealed order) (emphasis added).

Provided herewith as **Exhibit 1** is the Docketing Statement filed by Amy Frasier Wilson in relation to her appeal of the Order Granting Instruction, filed on October 16, 2023, and the Order Granting in Part and Denying in Part the Joint Petition to Confirm Settlement Agreement, filed on October 4, 2023. As indicated at pages 6 through 7 of the Docketing Statement indicates, the issues on appeal are:

i. Were Brad and Nori, whose beneficial interest under the Exemption Trust were not diminished or affected by the 2023 Settlement's modification of the Exemption Trust, necessary parties to said settlement?

ii. Were Brad and Nori, though neither being trustees, beneficiaries, or otherwise interested persons as to Amy's Share trust under the Exemption Trust, necessary parties to the 2023 Settlement as to Amy's Share trust under the Exemption Trust?

iii. Does Nevada law preclude a district court from modifying a spendthrift provision in a trust?

iv. Did the District Court, after authorizing and ordering in 2018 the modification of the irrevocable Family Trust to reflect the settlement agreement, and approving in 2023 a separate settlement agreement which in part effectively modifies another then irrevocable trust (Survivor's Trust), err or otherwise abuse its discretion in not modifying the Exemption Trust to conform with the latter settlement agreement?

v. Did the District Court fail to consider Amy's change in circumstances with regard to her medical condition when deciding to not approve the 2023 Settlement with respect to the Exemption Trust?

vi. Did the District Court err by allocating Survivor's Trust personal property to the Exemption Trust and thus violating a material term of the 2023 Settlement Agreement?

vii. 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?[1]

As the foregoing plainly demonstrates, nothing whatsoever to do with Premier's required accounting is subject to the appeal and to claim otherwise is blatantly disingenuous.[2] It is also telling that the falsified jurisdictional bar was not relied upon prior when Premier filed its "Motion" and is now raised solely to be obstructionist. This Court was also not in need of a "Notice" of the appeal. This Court was well aware before issuing its order that there was an appeal filed given it was required to be noticed in the record; thus, a "Notice" advising the Court of the same to avoid the Court's order is unacceptable.

Because this Court "retains jurisdiction to enter orders on matters that are collateral to and independent from the appealed order, i.e., matters that in no way affect the appeal's merits," this Court is not divested of jurisdiction to address the already ordered accounting and must enforce the integrity of its order accordingly. Mack-Manley v. Manley, 122 Nev. 849, 855, 138 P.3d 525, 529–30 (2006) ("Although, when an appeal is perfected, the district court is divested of jurisdiction to revisit issues that are pending before [the appeals] court, the district court retains jurisdiction to enter orders on matters that are collateral to and independent from the appealed order, i.e., matters that in no way affect the appeal's merits).

The Court should be greatly concerned that Premier's counsel is refusing to be transparent about the fees billed and is seeking to avoid disclosing and disgorging them. There is no legitimate basis to permit Premier fourteen (14) days after the appeal is decided, to comply with the Court's order, particularly when funds remain held by Premier and unaccounted for that are necessary for administration pending the sale of trust real property.

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[1] Roman numerals vi and vii are misnumbered in the docketing statement as v and vi.

[2] U.S. Bank speculates that the billing entries evidence that Premier's counsel was working in conjunction with Amy Frasier Wilson in advance of her interests and relies upon such to claim that the appeal could impact the consideration of its fees in that respect. However, Premier, as the former Trustee, was to be a neutral with a fiduciary duty to all interested parties, including the charities, and as such had no place taking a position as to the merits of the respective parties' positions, much less incurring fees on behalf of a particular beneficiary. Moreover, such fees have nothing to do with the administration of the Trust, which was being undertaken solely by U.S. Bank, and which are the only fees permitted to a trustee.

Premier was given the opportunity to supplement its "Motion" and has refused. Thus all of the fees it has improperly retained and paid to its counsel must be ordered turned over to U.S. Bank as the current trustee forthwith.

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.

Respectfully submitted this 18th day of March 2024.

/s/ Barnet Resnick
Attorney for U.S. Bank Private Wealth Management, Trustee

CERTIFICATE OF SERVICE

I hereby certify that I am an employee or otherwise affiliated with Vogt Resnick Sherak, LLP and that on the 18th day of March 2024, I caused a true and correct copy of the foregoing document titled RESPONSE TO NOTICE OF PENDING APPEAL to be served by depositing a copy of the document in the U.S. Mail, first class postage prepaid, to the following:

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/s/ Joleen Leonard

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Alicia L. Lerud
Clerk of the Court
Transaction # 10240951

Barnet Resnick, Esq.
Admitted *Pro Hoc Vice*
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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
JORDAN DANA FRASIER FAMILY TRUST
_____/

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

SUPPLEMENT TO RESPONSE TO NOTICE OF PENDING APPEAL

COMES NOW U.S. Bank Private Wealth Management ("U.S. Bank"), as successor trustee of the Jordan Dana Frasier Family Trust and the sub-trusts derived therefrom (also referred to as the "Trustee"), by and through counsel Barnet Resnick of Vogt Resnick Sherak, LLP, as admitted *pro hoc vice* to represent U.S. Bank herein, and hereby supplements its Response to Notice of Pending Appeal. U.S. Bank had meant to point out that no stay of the orders on appeal have been sought nor granted. *See* NRAP 8. Tellingly, a stay would have been sought if the appeal was defeated by ongoing enforcement of the orders. Given no stay has been sought nor issued, the orders remain enforceable.

It is also worth mentioning that, as the holder of the deeds and under order to transfer the trust property to U.S. Bank for administration, it was incumbent upon Premier to deed the properties to U.S. Bank, not the other way around. Regardless, it remains that U.S. Bank can

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undertake the deeds, given Premier continues to fail to transfer the properties itself, and Premier will only need to sign.

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.

Respectfully submitted this 26th day of March 2024.

/s/ Barnet Resnick
Attorney for U.S. Bank Private Wealth Management, Trustee

CERTIFICATE OF SERVICE

I hereby certify that I am an employee or otherwise affiliated with Vogt Resnick Sherak, LLP and that on the 27th day of March 2024, I caused a true and correct copy of the foregoing document titled SUPPLEMENT TO RESPONSE TO NOTICE OF PENDING APPEAL to be served by depositing a copy of the document in the U.S. Mail, first class postage prepaid, to the following:

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/s/ Joleen Leonard