

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE FUND FOR THE
ENCOURAGEMENT OF SELF RELIANCE,
AN IRREVOCABLE TRUST

DOAN L. PHUNG,
Appellant,
vs.
THU-LE DOAN,
Respondent

Case No. 74964

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APPELLANT'S APPENDIX OF DOCUMENTS
VOLUME I of VII

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APPELLANTS' APPENDIX OF DOCUMENTS

**In the Matter of the Fund for the Encouragement of Self Reliance an Irrevocable Trust
Doan L. Phung, Appellant
Thu-Le Doan, Respondent
Case No. 74964**

Volume	Document	Bates No.
I	Acceptance of Service	AA 000797
I	Acknowledgement	AA 000814
I	Affidavit of Mailing	AA 000795 – AA 000796
I	Affidavit of Peter Co., Esq. in Support of Ex Parte Application for Order Shortening Time on Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust	AA 000804 – AA 000806
II	Affidavit of Service	AA 000861 – AA 000862
III	Affidavit of Service	AA 001039 – AA 001040
IV	Affidavit of Service	AA 001117 – AA 001119
IV	Affidavit of Service	AA 001133 – AA 001135
I	Affidavit of Service	AA 000812 – AA 000813
I	Affidavit of Service	AA 000845 – AA 000846
IV	Affidavit of Service	AA 001090 – AA 001092
IV	Affidavit of Service	AA 001193 – AA 001195
V	Affidavit of Service	AA 001289 – AA 001291
VI	Affidavit of Service	AA 001330 – AA 001332
VI	Affidavit of Service	AA 001364 – AA 001366
VI	Case Appeal Statement	AA 001335 – AA 001338
III	Certificate of Service	AA 001031 – AA 001032

Volume	Document	Bates No.
I	Citation	AA 000790 – AA 000792
IV	Count Minutes re 04/28/2017 Hearing - Request for Place (1) Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust and (2) Petition for Declaratory Judgment on Probate Commissioner's Calendar for Decision	AA 001131 – AA 001132
III	Court Minutes re 01/20/2017 Hearing – Petition for Declaratory Judgment	AA 001076 – AA 001077
IV	Court Minutes re 02/10/2017 Hearing – Respondent's Objection to Probate Commissioner's Report and Recommendation and Request for Judicial Review	AA 001099 – AA 001100
VI	Court Minutes re 02-22-2018 Hearing – Motion to Stay Proceedings	AA 001363
I	Court Minutes re 10/04/2016 Hearing – Petition HM	AA 000842 – AA 000844
V	Court Minutes re 10/12/2017 Hearing – Respondent's Objection to Commissioner's Report and Recommendation Confirming Prior Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Making Additional Findings of Fact and Conclusions of Law Confirming Co-Trustees and to Modify Trust and Request for Judicial Review	AA 001311 – AA 001312
I	Ex Parte Application for Order Shortening Time on Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust	AA 000798 – AA 000803
VI	Motion to Stay Proceedings on Order Shortening Time	AA 001339 – AA 001348
VI	Notice of Appeal	AA 001333 – AA 001334
VI	Notice of Entry of Order Denying Respondent's Objection to Commissioner's Report and Recommendation Confirming Prior Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Making Additional Findings of Fact and Conclusions of Law Confirming Co-	AA 001321 – AA 001329

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	Trustees and to Modify Trust and Request for Judicial Review	
IV	Notice of Entry of Order Granting Respondent's Object to Probate Commissioner's Report and Recommendation in Part, and Remanding Case to Probate Commissioner for Decision Consistent with this Order	AA 001103 – AA 001106
I	Notice of Entry of Order Shortening Time to Hearing Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust	AA 000809 – AA 000811
IV	Notice of Entry of Report and Recommendation Confirming Prior Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Making Additional Finding of Fact and Conclusions of Law, Confirming Co-Trustees and to Modify Trust	AA 001185 – AA 001192
II	Notice of Entry of Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Confirming Co-Trustee and to Modify Trust	AA 000853 -AA 000860
IV	Notice of Entry of Stipulation and Order to Continued April 21, 2017 Hearing to April 28, 2017	AA 001114 – AA 001116
III	Notice of Hearing for Petition for Declaratory Judgment	AA 001030
I	Notice of Hearing for Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust	AA 000793 – AA 000794
V	Notice of Hearing Respondent's Objection to Commissioner's Report and Recommendation Confirming Prior Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Making Additional Findings of Fact and Conclusions of Law Confirming Co-Trustees and to Modify Trust and Request for Judicial Review	AA 001279 – AA 001280

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IV	Notice of Non-Opposition to Respondent's Object to Probate Commissioner's Report and Recommendation	AA 001087 – AA 001089
VI	Notice of Submission of Proposed Order	AA 001367 – AA 001372
VI	Opposition to Motion to Stay Proceedings on Order Shortening Time	AA 001379 – AA 001362
III	Opposition to Petition for Declaratory Judgment	AA 001033 – AA 001038
V	Order Denying Respondent's Objection to Commissioner's Report and Recommendation Confirming Prior Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Making Additional Findings of Fact and Conclusions of Law Confirming Co-Trustees and to Modify Trust and Request for Judicial Review	AA 001313 – AA 001320
IV	Order Granting Respondent's Object to Probate Commissioner's Report and Recommendation in Part, and Remanding Case to Probate Commissioner for Decision Consistent with this Order	AA 001101 – AA 001102
I	Order Shortening Time to Hearing Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust	AA 000807 – AA 000808
III	Petition for Declaratory Judgment	AA 000962 – AA 001029
I	Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust	AA 000743 – AA 000789
I	Petitioner's Reply to Objection to Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust, Request Discovery and to Consolidate Matters	AA 000817 – AA 000841
III	Reply Brief in Support of Petition for Declaratory Judgment	AA 001041 – AA 001075

Volume	Document	Bates No.
V	Reply Brief in Support of Respondent's Objection to Probate Commissioner's Report and Recommendation Confirming Prior Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Making Additional Findings of Fact and Conclusions of Law, Confirming Co-Trustees and to Modify Trust, and Request for Judicial Review	AA 001292 – AA 001310
IV	Reply in Support of Respondent's Objection to Probate Commissioner's Report and Recommendation	AA 001093 – AA 001098
III	Reply to Respondent Phung's Objection to Probate Commissioner's Report and Recommendation and Request for Judicial Review	AA 001078 – AA 001083
V	Reply to Respondent's Objection to Commissioner's Report and Recommendation Confirming Prior Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Making Additional Findings of Fact and Conclusions of Law Confirming Co-Trustees and to Modify Trust and Request for Judicial Review	AA 001281 – AA 001288
IV	Report and Recommendation Confirming Prior Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Making Additional Finding of Fact and Conclusions of Law, Confirming Co-Trustees and to Modify Trust	AA 001179 – AA 001184
II	Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Confirming Co-Trustee and to Modify Trust	AA 000847 – AA 000852
IV	Request for Place (1) Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust and (2) Petition for Declaratory Judgment on Probate Commissioner's Calendar for Decision	AA 001107 – AA 001111
IV	Request to Transfer Petition for Declaratory Judgment to Probate Judge	AA 001084 – AA 001086
II	Respondent Phung's Objection to Probate Commissioner's Report and Recommendation and Request for Judicial Review	AA 000863 – AA 000961

Volume	Document	Bates No.
V	Respondent's Objection to Commissioner's Report and Recommendation Confirming Prior Report and Recommendation Granting Petition to Assume Jurisdiction of Trust, Making Additional Findings of Fact and Conclusions of Law Confirming Co-Trustees and to Modify Trust and Request for Judicial Review	AA 001196 – AA 001278
I	Respondent's Objection to Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust, Request Discovery and to Consolidate Matters	AA 000815 – AA 000836
IV	Response to Petitioner's Supplement to Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust	AA 001136 – AA 001178
IV	Stipulation and Order to Continued April 21, 2017 Hearing to April 28, 2017	AA 001112 – AA 001113
IV	Supplement to Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust	AA 001120 – AA 001130
VII	Transcript re April 28, 2017 Hearing – Petition HM	AA 001429 – AA 001448
VI	Transcript re February 1, 2017 Hearing - Respondent's Objection to Probate Commissioner's Report and Recommendations and Request for Judicial Notice	AA 001401 – AA 001428
VII	Transcript re February 22, 2018 Hearing – Motion to Stay Proceedings on Order Shortening Time	AA 001479 – AA 001492
VII	Transcript re October 12, 2017 Hearing – Objection to Referee's Report and Recommendation	AA 001449 – AA 001478
VI	Transcript re October 14, 2016 Hearing re – Petition HM	AA 001373 – AA 001400


CLERK OF THE COURT

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THE ENCOURAGEMENT OF SELF RELIANCE

9
10
11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 In the Matter of the)
14 FUND FOR THE ENCOURAGEMENT OF) Case No. P-16-089638-T
SELF RELIANCE) Department PC1
15)
16 An Irrevocable Trust.)

17 **PETITION TO ASSUME IN REM JURISDICTION OF TRUST, CONFIRM TRUSTEE**
18 **AND TO MODIFY TRUST**

19 COMES NOW, Thu-Le Doan ("Petitioner"), by and through counsel,
20 Dara J. Goldsmith, Esq. and Peter Co. Esq., of the law firm of
21 Goldsmith & Guymon, P.C. ("Trust Counsel"), and respectfully
22 petitions this Court to assume jurisdiction over the FUND FOR THE
23 ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF
24 RELIANCE ("Trust") and to confirm the appointment of Thu-Le Doan and
25 Doan L. Phung, Trustees of the Trust, in accordance with NRS 164.010,
26 and confirm the Terms of the Trust and respectfully alleges as follows:

27 1. The FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE
28 ENCOURAGEMENT OF RELIANCE was established on December 26, 1997, by

1 Petitioner and her former husband, Doan L. Phung ("Phung") as an
2 irrevocable charitable trust and is funded with the community property
3 funds of Petitioner and Phung. A copy of the Charter for the Fund is
4 attached as Exhibit A. Petitioner and Phung are the Trustors and
5 initial Trustees of the Trust.

6 2. According to the terms of the Trust, the purpose of the Trust is
7 to encourage the pursuit of self reliance, including but not limited to:
8 "(1) assisting organizations that loans micro amounts of money at
9 favorable interest rates for the purpose of enabling individuals to
10 pursue trade or business; (2) paying micro amounts of money to
11 individuals who are qualified as above but are nevertheless unable to
12 meet the loan criteria; to individuals from a disadvantaged background
13 who are qualified to attend Vietnamese or American institutions of
14 training but because of their financial need have difficulty in so
15 doing; or (3) contributions to any charitable organizations, trust,
16 community chest, fund or foundation which at the time of the
17 contribution by Trustees is one of those organizations specified in the
18 Internal Revenue Code, contributions to which are deductible for income
19 tax purposes."¹

20 3. The Trust was amended on January 26, 1999, by the Trustors so that
21 the Trust would comply with Section 501(c)(3) of the Internal Revenue
22 Code. Attached as Exhibit B is a copy of Amendment 1 to the Charter of
23 the Fund.

24 4. Petitioner and Phung are divorced and the Decree of Divorce ending
25 their marriage was entered on April 12, 2012, with the Clark County
26 District Court, Nevada, Case No. D-11-455322-D. The Decree of Divorce
27 incorporated a Marital Settlement Agreement ("MSA"). A copy of the
28

¹ See Exhibit A, page 1.

1 Decree of Divorce and MSA is attached as Exhibit C.

2 5. The Trust was not divided in the divorce proceedings. The MSA gave
3 Phung investment management powers over the Trust assets. Pursuant to
4 the MSA any and all decisions relating to Trust contributions,
5 expenditures, grants, etc., in excess of \$5,000.00 shall be agreed to
6 in writing by both Petitioner and Phung, thus Petitioner and Phung can
7 make donations from the Trust without the other's consent as long as the
8 total donations are less than \$5,000.00 per donee.

9 6. The majority of the charitable donations made by Petitioner on
10 behalf of the Trust are made in Vietnam. Petitioner is extensively
11 involved in charitable programs in Vietnam relating to public sanitation
12 and educational swimming and drowning prevention programs. Thus,
13 Petitioner travels to Vietnam extensively and frequently to manage and
14 run her various charitable ventures there.

15 7. Phung also makes donations to Vietnam on behalf of the Trust,
16 however some of his donations are made to political groups that are not
17 viewed favorably by the Vietnamese government. Such political donations
18 are restricted by the Trust, which states that "[n]o part of the Trust
19 fund shall be used to carry on propaganda or otherwise attempt to
20 influence legislation, or to participate in any political campaign."

21 See Exhibit A, page 1.

22 8. In addition to the unauthorized political donations, Phung also
23 publishes articles and blogs on Vietnamese political internet forums and
24 signs numerous petitions against the Vietnamese government on various
25 political issues.

26 9. Due to Phung's political activism and donations, Petitioner is
27 advised and believes that Phung has been refused a visitor's visa by the
28 Vietnamese government. Petitioner further believes that due to Phung's

1 political activism and donations, Petitioner has been questioned and
2 monitored by the Vietnamese secret police during her previous visits to
3 Vietnam.

4 10. Petitioner does not consent to such political donations by Phung
5 and, upon information and belief, Phung believes that since the
6 donations are less than \$5,000.00 each, he does not need Petitioner's
7 consent for such political donations pursuant to the MSA even though
8 such political donations are restricted by the Trust.

9 11. Phung's continued political affiliations and donations puts
10 Petitioner's safety at risk when she travels to Vietnam for her
11 charitable work. Even though she is divorced from Phung and she is not
12 involved with such political groups, the fact that such donations are
13 coming from the Trust that they jointly established puts Petitioner in
14 an untenable situation where she is constantly monitored and questioned
15 by the Vietnamese secret police.

16 12. In addition to Phung's political affiliations and donations, due
17 to their contentious and litigious divorce, the relationship between
18 Petitioner and Phung has become very hostile, thus Petitioner is unable
19 to work with Phung as Co-Trustees to achieve the charitable goals of the
20 Trust. Due to Phung's bad temper and past verbal threats, Petitioner
21 fears for her own personal safety and refuses to personally meet with
22 Phung. Due to the hostile relationship, Phung has refused to issue
23 donations from the Trust to some of Petitioner's charities when she
24 requested Phung to do so. Therefore, the Co-Trustees are unable to
25 constructively work together to further the charitable goals of the
26 Trust.

27 13. Due to the above concerns, Petitioner requests that the Court
28 terminate the Trust and the Trust assets be divided equally and be

1 decanted into separate irrevocable charitable trusts, one for Petitioner
2 and one for Phung; or in the alternative that the Trust assets be
3 divided equally and Petitioner's portion be decanted into Petitioner's
4 separate irrevocable charitable trust and Phung's portion can remain in
5 the Trust with Phung serving as the sole Trustee of the Trust.

6 14. NRS 164.010(1), provides in relevant part, that "[u]pon petition
7 of any person appointed as trustee of an express trust by any written
8 instrument other than a will, or upon petition of a settlor or
9 beneficiary of the trust, the district court of the county in which the
10 trustee resides or conducts business, or in which the trust has been
11 domiciled, shall consider the application to confirm the appointment of
12 the trustee and specify the manner in which the trustee must qualify.
13 Thereafter the court has jurisdiction of the trust as a proceeding in
14 rem."

15 15. This Court should assume in rem jurisdiction over the Trust
16 pursuant to NRS 164.010(1) because the Trust is domiciled in Clark
17 County, Nevada, as there is a clear and sufficient nexus between the
18 Trust and Clark County, Nevada for the following reasons: (a) the
19 Trust's governing law provisions apply the law of the State of Nevada;
20 (b) the Trustors and Trustees reside in and do business in Clark County,
21 Nevada; and (c) the Trust is administered in Clark County, Nevada.

22 16. NRS 153.031(1) provides, in relevant part, that a trustee or
23 beneficiary may petition the Court regarding any aspect of the affairs
24 of the trust, including:

- 25 (a) Determining the existence of the Trust;
- 26 (b) Determining the construction of the Trust instrument;
- 27 (c) Determining the existence of an immunity, power, privilege,
right or duty;
- 28 (d) Determining the validity of a provision of the trust;
- ...
- (n) Approving or directing the modification or termination of the
trust; [and]

1 (o) Approving or directing the combination or division of trusts.
2 See NRS 153.031(1).

3 17. Thus, pursuant to NRS 153.031(1), Petitioner petitions the Court
4 to terminate the Trust and the Trust assets be divided equally and be
5 decanted into separate irrevocable charitable trusts, one for Petitioner
6 and one for Phung; or in the alternative that the Trust assets be
7 divided equally and Petitioner's portion be decanted into Petitioner's
8 separate irrevocable charitable trust and Phung's portion can remain in
9 the Trust with Phung serving as the sole Trustee of the Trust.

10 18. That the names and addresses of the Trustors, Trustees,
11 and Beneficiaries of this Trust are:

12	<u>NAME</u>	<u>AGE/RELATIONSHIP</u>	<u>ADDRESS</u>
13	Thu-Le Doan	Trustor/Trustee	c/o Marshal Willick, Esq.
14			3591 E. Bonanza Rd., Suite 200
			Las Vegas, NV 89110
15	Doan L. Phung	Trustor/Trustee	8021 Golfers Oasis Dr.
16			Las Vegas, NV 89149

17 WHEREFORE, Petitioners prays:

18 (1) That this Court assume jurisdiction over the FUND FOR THE
19 ENCOURAGEMENT OF SELF RELIANCE;

20 (2) That Thu-Le Doan and Doan L. Phung be confirmed as
21 Trustees of the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE;

22 (3) That this Court confirm the terms of the FUND FOR THE
23 ENCOURAGEMENT OF SELF RELIANCE as set forth in the Trust attached to
24 this Petition as Exhibit A;

25 (4) That this Court terminate the FUND FOR THE ENCOURAGEMENT
26 OF SELF RELIANCE and the Trust assets be divided equally and be
27 decanted into separate irrevocable charitable trusts, one for Thu-Le
28 Doan and one for Doan L. Phung; or in the alternative that the FUND


1 FOR THE ENCOURAGEMENT OF SELF RELIANCE assets be divided equally and
2 Thu-Le Doan's portion be decanted into Thu-Le Doan's separate
3 irrevocable charitable trust and Doan L. Phung's portion can remain
4 in the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE with Doan L.
5 Phung serving as the sole Trustee of the FUND FOR THE ENCOURAGEMENT
6 OF SELF RELIANCE;

7 (5) That this Court relinquish jurisdiction in accordance with
8 NRS 164.010(3) after the requested relief is granted; and

9 (6) All other necessary and proper orders be made in the
10 premises.

11 DATED this 23rd day of August, 2016.

12
13 GOLDSMITH & GUYMON, P.C.

14
15 
16 Dara J. Goldsmith, Esq.
17 Nevada Bar No. 4270
18 Peter Co, Esq.
19 Nevada Bar No. 11938
20 2055 Village Center Circle
21 Las Vegas, NV 89134
22 (702) 873-9500
23 Attorneys for Thu-Le Doan

24 ...
25 ...
26 ...
27 ...
28 ...

1 VERIFICATION

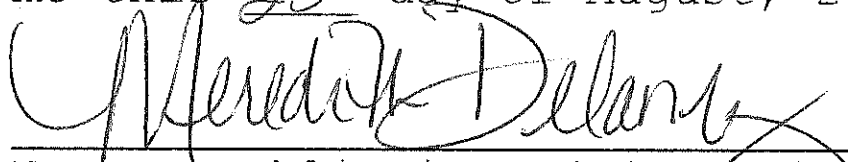
2 STATE OF NEVADA)
3) ss:
4 COUNTY OF CLARK)

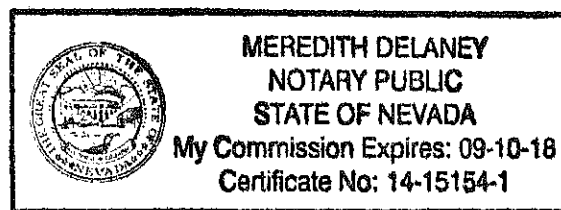
5 Thu-Le Doan, being first duly sworn on oath, according to law,
6 deposes and says:

7 I am the Petitioner named in the foregoing Petition; I have read
8 the same and know the contents thereof; and the same are true to the
9 best of my own personal knowledge, except for those statements made
10 upon and information and belief, and, as to those statements, I
11 believe them to be true.

12 
Thu-Le Doan


13 SUBSCRIBED AND SWORN to before
14 me this 23rd day of August, 2016.

15 
16 Notary Public in and for said
17 County and State



18 Submitted by:

19 GOLDSMITH & GUYMON, P.C.

20 
21 Dara J. Goldsmith, Esq.
22 Nevada Bar No. 4270
23 Peter Co, Esq.
24 Nevada Bar No. 11938
25 2055 Village Center Circle
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28 Attorneys for the Petitioner

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EXHIBIT A
CHARTER

CHARTER
FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE (FESR)

For the purpose of empowering qualified but disadvantaged people and organization activities in Vietnam and the United States of America to look for ways to help themselves, we, THU-LE DOAN AND DOAN L. PHUNG of 5505 Painted Sunrise Drive, Las Vegas, Clark County, Nevada herein referred to as "Trustors," irrevocably create a Trust fund of the property listed in Exhibit "A" attached hereto and made a part hereof, which we have today delivered to THU-LE DOAN and DOAN L. PHUNG, trustees.

We hereby give, transfer, and deliver the property described in Exhibit "A" to the Trustees in Trust for the purposes stated.

This fund shall be known as the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE (FESR).

Trustors and Trustees agree as follows:

SECTION ONE

MANAGEMENT OF TRUST FUND AND INCOME

Trustees shall hold Trust fund and may, in their discretion, use any legal means permitted under the laws of the State of Nevada, invest the Trust fund to create income, or to raise further funds, to be used for the purpose of encouraging the pursuit of self reliance. These include, but are not limited to: (1) assisting organizations that loans micro amounts of money at favorable interest rates for the purpose of enabling individuals to pursue a trade or business; (2) paying micro amounts of money to individuals who are qualified as above but are nevertheless unable to meet the loan criteria; to individuals from a disadvantaged background who are qualified to attend Vietnamese or American institutions of training but because of their financial need have difficulty in so doing; or (3) contributions to any charitable organizations, trust, community chest, fund or foundation which at the time of the contribution by Trustees is one of those organizations specified in the Internal Revenue Code, contributions to which are deductible for income tax purposes.

SECTION TWO

RESTRICTIONS ON USE OF TRUST FUND

The Trust fund and the income thereof shall be devoted exclusively to the purposes described above and shall in no part and under any circumstances be given or contributed to or inure to the benefit of any private person or corporation. No part of the Trust fund shall be used to carry on propaganda or otherwise attempt to influence legislation, or to participate in any political campaign. Notwithstanding any other provision hereof, this Trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under the Internal Revenue Code and its regulations

as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under the Internal Revenue Code and regulations thereto as they now exist or as they may hereafter be amended.

Other provisions of this instrument notwithstanding, the Trustees shall not engage in any act of self-dealing as defined in Section 4941 subdivision (d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor retain any excess business holding as defined in Section 4943 subdivision (c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945.

SECTION THREE

ADDITIONAL GIFTS TO FUND

Either Trustors or other persons or organizations may, from time to time, make additional gifts of money or property to Trustees to become part of the Trust fund.

SECTION FOUR

ACCOUNTING

The fiscal year of the Trust shall be from January 1 to December 31 of each year. Trustees shall publish on January 31 of each year a statement of the receipts and disbursements and the purposes for which disbursements have been made for the preceding fiscal year. An annual audit shall be made of the accounts of the Trust by certified public accountants.

SECTION FIVE

REIMBURSEMENT AND COMPENSATION OF TRUSTEE

Trustees shall be reimbursed from the Trust fund for all expenses reasonably incurred by them in the administration of the Trust fund.

SECTION SIX

APPOINTMENT OF SUCCESSOR TRUSTEE

The number of Trustees shall not exceed five (5) individuals, two of whom are Trustors or selected exclusively by one or both Trustors. Trustors expressly reserve the right during their lifetime to appoint additional Trustees and the Trustees may elect additional Trustees by not less than two-thirds (2/3) majority vote. The term for which Trustees are authorized to act shall be for three years. A Trustee may be removed by not less than two-thirds (2/3) majority vote of all Trustees when they deem that such Trustee is incompatible, or not in sympathy with the purposes of the Trust, or for any other just cause. In

the event that a vacancy shall occur because of death, resignation, incapacity to act, or removal of a Trustee, then the remaining Trustees shall, within sixty (60) days from the date of such vacancy, fill the vacancy. The failure of a Trustee to attend any of the meetings of Trustees for three (3) consecutive meetings shall be deemed conclusive as his or its incapacity to act.

SECTION SEVEN

MANAGEMENT

Trustees by majority vote of not less than 51%, may hire a manager who may hire staff to manage the operations of the Fund.

SECTION EIGHT

LIABILITY OF TRUSTEE

Trustees shall be chargeable only with the exercise of good faith in carrying out the provisions of the Trust and shall not, in the absence of bad faith, be responsible or accountable for error of judgment in making the contributions and gifts pursuant to the provisions of Section One hereof.

SECTION NINE

GIFTS IRREVOCABLE

Gifts made to the Trust shall be irrevocable. Donor(s) has the privilege to designate the contribution for a specific use and in honor of an individual(s) or organization(s), provided that such use is in line with the objectives of the fund, and that it does not run counter to the law. Trustees of the fund have the right to reject such privilege by majority vote. In that case, the contribution shall be returned in total to the donor or be given to an organization of the donor's designation.

If it shall be determined by the Internal Revenue Service subsequent to the transfer of any funds to Trustees by Trustors or any other person that the Trust fund is not exempt from the payment of income tax on its income or if the donors to the fund may not be entitled to charitable deductions for income tax purposes for contributions made thereto in the manner and to the full extent provided by the Internal Revenue Code, then such gifts as remain in the fund at the time of such determination shall be given by Trustees to a qualified tax exempt charitable organization selected by Trustees to best carry out the purpose of this Trust, and this Trust shall thereupon terminate.

SECTION TEN

TRUST IRREVOCABLE

This CHARTER is irrevocable and may not be amended or modified; provided, however, that if for any reason whatsoever this Trust fails to qualify as tax-exempt charitable Trust, such changes as are

necessary for the Trust to so qualify may be made by Trustors so long as they are living and competent, otherwise and thereafter, by a court of competent jurisdiction.

SECTION ELEVEN

INTERPRETATION OF TRUSTOR'S INTENT

In the event that the purpose for which this Trust has been created cannot, at any time, be carried out, Trustees are to administer the Trust for another charitable purpose which is similar to the original purpose of the Trustors.

SECTION TWELVE

DISSOLUTION

In the event of dissolution, the remaining funds will be turned over to a qualified not-for-profit organization which itself is exempt as a not-for-profit organization described in Sections 501(c)(3) and 170 (c)(2) of the Internal Revenue Code of 21954, or corresponding sections of any prior or future Internal Revenue Code, or to the federal, state, or local government for exclusive public purpose.

TRUSTORS:

12/26/97
Date
12/26/97
Date

Thule Doan
THU-LE DOAN
Doan L. Phung
DOAN L. PHUNG

We the undersigned, hereby accept and assume the Trust created by the foregoing Trust instrument according to all the terms and conditions thereof.

TRUSTEES:

12/26/97
Date
12/26/97
Date

Thule Doan
THU-LE DOAN
Doan L. Phung
DOAN L. PHUNG

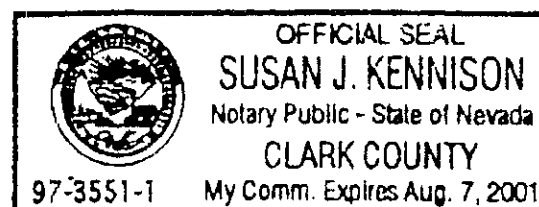
STATE OF Nevada COUNTY OF Clark

Personally appeared before me, Thu Le Doan, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 26 day of Dec, 19 97.

Susan J. Kennison
NOTARY PUBLIC

My Commission Expires: Aug 7, 2001



Personally appeared before me, Doan L. Phung, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 26 day of Dec, 19 97.

Susan J. Kennison
NOTARY PUBLIC

My Commission Expires: Aug 7, 2001

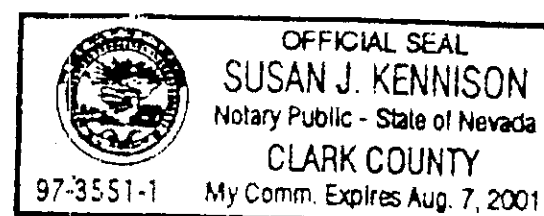


Exhibit "A"

SCHEDULE OF PROPERTY

This schedule attached hereto and made a part hereof that certain irrevocable trust agreement executed by THU-LE DOAN and DOAN L. PHUNG, referred to as "Trustors," and THU-LE DOAN and DOAN L. PHUNG, referred to as "Trustees" of a Trust fund known as the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE (FESR) and identifies the initial trust property held subject to the trust thereunder.

A check of one hundred and eighty thousand dollars (\$180,000.00)

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EXHIBIT B
AMENDMENT OF CHARTER

AMENDMENT 1

(Note: the additions to the Charter are *in italic and underlined*)

CHARTER

FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE (FESR)

SECTION ONE

MANAGEMENT OF TRUST FUND AND INCOME

Trustees shall hold Trust fund and may, in their discretion, use any legal means permitted under the laws of the State of Nevada, invest the Trust fund to create income, or to raise further funds, to be used for the purpose of encouraging the pursuit of self reliance *within the meaning of Section 501 (c) (3) of the Internal Revenue Code*. These include, but are not limited to: (1) assisting organizations that loans micro amounts of money at favorable interest rates for the purpose of enabling individuals to pursue a trade or business; (2) paying micro amounts of money to individuals who are qualified as above but are nevertheless unable to meet the loan criteria; to individuals from a disadvantaged background who are qualified to attend Vietnamese or American institutions of training but because of their financial need have difficulty in so doing; or (3) contributions to any charitable organizations, trust, community chest, fund or foundation which at the time of the contribution by Trustees is one of those organizations specified in the Internal Revenue Code, contributions to which are deductible for income tax purposes.

SECTION TWO

RESTRICTIONS ON USE OF TRUST FUND

The Trust fund and the income thereof shall be devoted exclusively to the purposes described above *within the meaning of Section 501 (c) (3) of the Internal Revenue Code* and shall in no part and under any circumstances be given or contributed to or inure to the benefit of any private person or corporation. *FESR shall not make gifts or grants to foreign organizations or individuals without having evidence that it has full control of the donated funds within the meaning of the Internal Revenue Code Section 170 (c) and IRS guidelines GCM 35319 and 37444.* No part of the Trust fund shall be used to carry on propaganda or otherwise attempt to influence legislation, or to participate in any political campaign. Notwithstanding any other provision hereof, this Trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under the Internal Revenue Code and regulations thereto as they now exist or as they may hereafter be amended.

Any other provisions of this instrument notwithstanding, the trustees shall distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Any other provisions of this instrument notwithstanding, the Trustees shall not engage in any act of self-dealing as defined in Section 4941 subdivision (d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor retain any excess business holding as

defined in Section 4943 subdivision (c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945 (d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

SECTION TWELVE

DISSOLUTION

In the event of dissolution, assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code. The remaining funds will be turned over to a qualified not-for-profit organization which itself is exempt as a not-for-profit organization described in Sections 501(c)(3) and 170 (c)(2) of the Internal Revenue Code of 21954, or corresponding sections of any prior or future Internal Revenue Code, or to the federal, state, or local government for exclusive public purpose.

END OF AMENDMENT 1. ALL OTHER SECTIONS REMAIN THE SAME.

TRUSTORS:

Jan 26, 1999
Date

Jan 26, 1999
Date

Thu-Le Doan
THU-LE DOAN

Doan L. Phung
DOAN L. PHUNG

We the undersigned, hereby accept and assume the Amendment 1 of the Trust created by the foregoing Trust instrument according to all the terms and conditions thereof.

TRUSTEES:

Jan 26, 1999
Date

Jan 26, 1999
Date

Thu-Le Doan
THU-LE DOAN

Doan L. Phung
DOAN L. PHUNG

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EXHIBIT C
DIVORCE DECREE & MSA

ORIGINAL

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Ann E. Kolber

CLERK OF THE COURT

DECD
KIRBY R. WELLS, ESQ.
Nevada Bar No. 001666
WELLS & RAWLINGS
6900 Westcliff Drive, Suite 710
Las Vegas, Nevada 89145
(702) 341-7117
(702) 341-8527
kwells@wellsrawlings.com
Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

THU-LE DOAN,

Plaintiff,

vs.

DOAN L. PHUNG,

Defendant.

CASE NO: D-11-455322-D

DEPT NO: P

DECREE OF DIVORCE

Plaintiff, Thu-Le Doan, by and through her attorney, Kirby R. Wells, Esq., of WELLS & RAWLINGS, and Defendant, Doan L. Phung, by and through his attorney, Ann E. Kolber, Esq., of Law Practice, Ltd., submitted this matter to the Court for Summary Disposition of Divorce, with both parties having consented to this Court's jurisdiction. The Court was fully advised as to the law and the facts of the case, and finds that: the parties were married on June 28, 1970, in Lake Forest, Illinois; there are no minor children the issue of this marriage, no children adopted during the marriage, and the Plaintiff is not pregnant; this Court has complete jurisdiction in the premises, both as to the subject matter, as well as the parties; the Plaintiff is an actual and bona fide resident of the County of Clark, State of Nevada, and was actually domiciled herein for more than six weeks

WELLS & RAWLINGS

ATTORNEYS AT LAW
6900 WESTCLIFF DRIVE, SUITE 710
LAS VEGAS, NEVADA 89145
TELEPHONE 702 341-7117
FACSIMILE 702 341-8527

DISPOSITIONS

- ☐ Converted from Blackstone
☐ Involuntary Dismissal
☐ Transferred
☐ Voluntary Dismissal
☒ Decision w/out Trial/Hearing
☐ Decision w/ Trial/Hearing
☐ Decision w/ Trial/Evidentiary Hearing
☐ Guardianship
☐ Death
☐ Age of Majority
☐ Restoration of Competency
☐ Order Terminating Guardianship/Final Adm.

1 immediately preceding the commencement of this action; all of the jurisdictional allegations
2 contained in Plaintiff's Complaint are true as therein alleged and Plaintiff is entitled to a Decree of
3 Divorce from the Defendant on the ground as set forth in Plaintiff's Complaint; and Defendant
4 having answered has waived Findings of Fact, Conclusions of Law, and written Notice of Entry of
5 Judgment in said cause;
6

7 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
8 that the bonds of matrimony existing between Plaintiff, Thu-Le Doan ("Thu-Le"), and Defendant,
9 Doan L. Phung ("Doan"), be, and the same are wholly dissolved, and an absolute Decree of Divorce
10 is hereby granted to Thu-Le, and each of the parties is restored to the status of a single, unmarried
11 person.
12

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that all of terms of the
14 *Marital Settlement Agreement*, dated February 22, 2012, are approved, adopted, ratified, and
15 confirmed as an Order of this Court, and are merged into this Decree as if set forth in full. A copy
16 of the *Marital Settlement Agreement* (MSA) is attached to this *Decree of Divorce* as Exhibit "1."
17

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that neither party shall pay
19 the other alimony.

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that, recognizing the
21 parties have already agreed to the equitable division of all of their community, jointly owned, and
22 separate assets, as well as their community, joint, and separate debts, as set forth in the MSA, each
23 party shall comply fully with the same, and each party is hereby ordered to comply with each and
24 every provision set forth in the MSA.
25

26 * * * * *

27 * * * * *

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that neither party shall
2 hereafter incur any debts or obligations in the name of or against the other and each shall pay debts
3 incurred by him or her and each agrees to indemnify, defend, and hold each other free and harmless
4 from and against any claims asserted by either of them against the other, or by a third party through
5 either of them against the other, which claims are contrary to any of the provisions contained in the
6 MSA.
7

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each party has had a
9 reasonable opportunity with the advise of independent counsel to obtain adequate and sufficient
10 knowledge of the extent and approximate present value of the community and separate property of
11 the other party, and to the extent of having declined to examine and/or investigate further, has
12 thereby waived and does hereby waive and relinquish the right to do so.
13

14 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Thu-Le and Doan
15 acknowledge and agree that at their specific instructions, neither of their attorneys have undertaken
16 any discovery and investigation to determine or confirm the nature, extent or valuation of the parties'
17 assets and obligations. Thu-Le and Doan hereby indemnify and agree to hold harmless, Thu-Le's
18 attorney, Kirby R. Wells, Esq., of WELLS & RAWLINGS and Doan's attorney, Ann E. Kolber, Esq.,
19 of LAW PRACTICE, LTD., from liability relating to the valuation of community assets and/or the
20 division of property set forth in the MSA. Thu-Le and Doan also acknowledge and agree that each
21 has independently obtained sufficient information to individually determine to their satisfaction, the
22 nature, extent, and/or valuation of the subject assets and obligations. Thu-Le and Doan further
23 acknowledge and agree that each has not relied on any representations by Kirby R. Wells, Esq., of
24 WELLS & RAWLINGS or Ann E. Kolber, Esq., of LAW PRACTICE, LTD., as to the nature, extent and
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valuation of the subject assets and obligation or with respect to the division of properties and indebtedness herein.

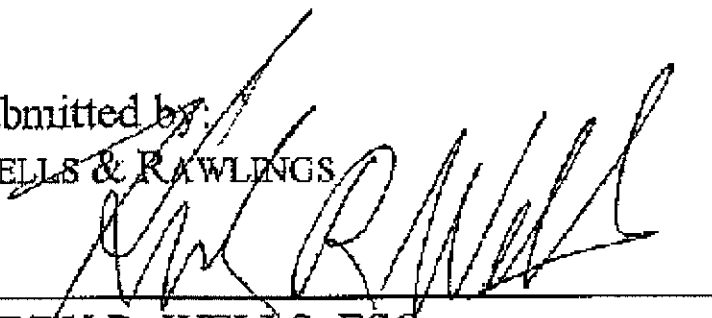
The parties further acknowledge and agree that they are fully aware of and understand the contents, legal effects, and consequences of this Decree of Divorce; that they enter into this agreement freely, voluntarily, free from duress, fraud, undue influence, coercion or misrepresentation of any kind, and with full knowledge of the consequences thereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties shall perform each and every act required under the terms of the *Marital Settlement Agreement*, and the Court retains jurisdiction to enforce the timely performance of said acts through its contempt powers.


DATED April 6, 2012.


DISTRICT COURT JUDGE

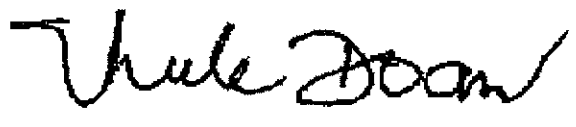
Submitted by:
WELLS & RAWLINGS


KIRBY R. WELLS, ESQ.
Nevada Bar No. 001666
6900 Westcliff Drive, Suite 710
Las Vegas, Nevada 89145
(702) 341-7117
Attorney for Plaintiff

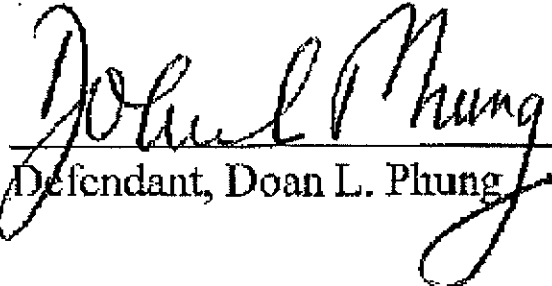
Approved as to form and content:
LAW PRACTICE, LTD.


ANN E. KOLBER, ESQ.
Nevada Bar No. 008144
5616 S. Fort Apache Road #110
Las Vegas, Nevada 89148
(702) 871-6144
Attorney for Defendant

Approved by:

 2/22/12
Plaintiff, Thu-Le Doan Dated

Approved by:

 2/16/12
Defendant, Doan L. Phung Dated

()

()

EXHIBIT # 1

1
2
3 MARITAL SETTLEMENT AGREEMENT

4 THIS AGREEMENT, is made and entered into by and between THU-LE DOAN ("WIFE"),
5 a resident of the County of Clark, State of Nevada and DOAN L. PHUNG ("HUSBAND"), a
6 resident of the County of Clark, State of Nevada on the 22nd day of February, 2012;

7 WITNESSETH:

8 WHEREAS, the parties to this Agreement were married on June 28, 1970, in Lake
9 Forest, Illinois, and ever since said date have been and now are husband and wife;

10 WHEREAS, there are no minor children the issue of this marriage; there were no
11 children adopted during the marriage and WIFE is not pregnant;

12 WHEREAS, in consequence of disputes and numerous differences, the parties hereto
13 intend to live separate and apart one from the other;

14 WHEREAS, it is the mutual wish and desire of the parties that a full and final
15 adjustment and settlement of their property rights, interests and claims against each other be had,
16 settled and determined at the present time by this Agreement, including all issues regarding the
17 support and maintenance of the parties; further, that this agreement be subject to the approval and
18 order of the court, a divorce action shall be entered in the Eighth Judicial District Court of Nevada,
19 County of Clark, Family Division;

20 NOW, THEREFORE, in consideration of the foregoing facts and the mutual
21 agreements and covenants herein contained, it is covenanted, agreed and promised by each party
22 hereto as follows:

23
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27 WIFE'S INITIALS: TD

HUSBAND'S INITIALS: DP

WELLS & RAWLINGS

ATTORNEYS AT LAW
5500 WESTCLIFF DRIVE, SUITE 700
LAS VEGAS, NEVADA 89145
TELEPHONE 702 341-717
FACSIMILE 702 341-8827

1 1.0 **INCORPORATION OF RECITALS**

2 1.1 The recitals above set forth are incorporated herein as a part of this
3 Agreement.
4

5 2.0 **LIVING SEPARATE AND APART**

6 2.1 HUSBAND and WIFE agree that at all times hereafter, it shall be lawful for
7 each party to live separate and apart from the other free from the marital control, interference,
8 restraint, and authority of the other whatsoever, either directly or indirectly as if each party were
9 single and unmarried. Neither party shall molest, harass, disturb or malign the other to his or her
10 friends, relatives, employers or agents in any manner whatsoever.
11

12 3.0 **ALIMONY PROVISIONS**

13 3.1 Neither party shall pay the other alimony, support, or maintenance.
14

15 4.0 **DIVISION OF COMMUNITY PROPERTY**

16 4.1 WIFE shall have confirmed to her as her sole and separate property, free of
17 any claims of HUSBAND, the sole ownership in and to the following:

18 4.1.1 One-half of the net proceeds from the sale of the marital residence located at 8021
19 Golfers Oasis Drive, Las Vegas, Nevada 89149 (APN: 125-33-210-058), owned free
20 and clear, subject to the provisions set forth in Section 6 below.
21

22 4.1.2 One-half of the Kelley Blue Book value of the 2011 Toyota RAV4, subject to the
23 provisions set forth in Section 7 below.

24 4.1.3 Her 51% ownership interest in the business entity known as PAI Corporation a/k/a
25 Professional Analysis, Inc., subject to the provisions set forth in Section 8 below.
26

27 WIFE'S INITIALS: td

HUSBAND'S INITIALS: DLP

- 1 4.1.4 One-half of the funds in the Bank of America Checking Account No.
2 004970158473, subject to the provisions set forth in Section 9 below.
3
4 4.1.5 One-half of the funds in the Bank of America Money Market Account No.
5 004960573822, subject to the provisions set forth in Section 9 below.
6
7 4.1.6 One-half of the Fidelity Investments Account No. X94-109380, subject to the
8 provisions set forth in Section 10 below.
9
10 4.1.7 Bank of America Checking Account No. 501009793082.
11
12 4.1.8 Bank of America Money Market Savings Account No. 005012957722.
13
14 4.1.9 Fidelity Investments Account No. X66-411965.
15
16 4.1.10 One-half (5%) of the parties 10% interest in Ridgeway Square Partnership.
17 4.1.11 One-half (5%) of the parties 10% interest in Broadway Shopping Center, LLC.
18 4.1.12 One-half of parties' retirement accounts, IRA's, and pensions, subjection to the
19 provisions set forth in Section 11 below.
20
21 4.1.13 One-half of the household furniture and furnishings located at 8021 Golfers Oasis
22 Drive, Las Vegas, Nevada 89149, subject to Section 12 below.
23 4.1.14 WIFE's clothing, jewelry and personal possessions (including all gifts from the
24 parties' children, grandchildren, and friends), subject to Section 12 below.
25
26 4.2 HUSBAND shall have confirmed to him as his sole and separate property free
27 of any and all claims by WIFE, the sole ownership in and to the following:
28

WIFE'S INITIALS: HDHUSBAND'S INITIALS: DLP

- 1 4.2.1 One-half of the net proceeds from the sale of the marital residence located at 8021
2 Golfers Oasis Drive, Las Vegas, Nevada 89149 (APN: 125-33-210-058), owned free
3 and clear, subject to the provisions set forth in Section 6 below.
4
5 4.2.2 One-half of the Kelley Blue Book value of the 2011 Toyota RAV4, subject to the
6 provisions set forth in Section 7 below.
7
8 4.2.3 His 49% ownership interest in the business entity known as PAI Corporation a/k/a
9 Professional Analysis, Inc., subject to the provisions set forth in Section 8 below.
10
11 4.2.4 One-half of the funds in the Bank of America Checking Account No.
12 004970158473, subject to the provisions set forth in Section 9 below.
13
14 4.2.5 One-half of the funds in the Bank of America Money Market Account No.
15 004960573822, subject to the provisions set forth in Section 9 below.
16
17 4.2.6 One-half of the Fidelity Investments Account No. X94-109380, subject to the
18 provisions set forth in Section 10 below.
19
20 4.2.7 Bank of America Checking Account No. 501013725444.
21
22 4.2.8 Fidelity Investments Account No. X66-411280.
23
24 4.2.9 One-half (5%) of the parties 10% interest in Ridgeway Square Partnership.
25
26 4.2.10 One-half (5%) of the parties 10% interest in Broadway Shopping Center, LLC.
27
28 4.2.11 One-half of parties' retirement accounts, IRA's, and pensions, subjection to the
provisions set forth in 11 below.
4.2.12 One-half of the household furniture and furnishings located at 8021 Golfers Oasis
Drive, Las Vegas, Nevada 89149, subject to Section 12 below.

WIFE'S INITIALS: WRHUSBAND'S INITIALS: DLP

1 4.2.13 HUSBAND's clothing, jewelry and personal possessions.

2
3 5.0 ASSUMPTION OF COMMUNITY DEBTS

4 5.1 WIFE shall assume and pay the following debts and hold HUSBAND
5 harmless therefrom:

6 5.1.1 Any and all personal debts incurred by WIFE since September 1, 2011.

7 5.1.2 Any and all other obligations relating to the property awarded to WIFE by this
8 Agreement.

9
10 5.2 HUSBAND shall assume and pay the following debts and hold WIFE
11 harmless therefrom

12 5.2.1 Any and all personal debts incurred by HUSBAND since September 1, 2011.

13 5.2.2 Any and all other obligations relating to the property awarded to HUSBAND by this
14 Agreement.

15
16 6.0 PROVISIONS REGARDING THE MARITAL RESIDENCE

17 6.1. The parties shall share possession of the residence separately and equally until
18 it is sold, and equally share the expenses associated with the residence, including, but not limited to,
19 taxes, homeowner's association dues, repairs, maintenance, utilities, etc., to paid from the joint
20 account.

21
22 6.2 The cost of major improvements made to the property shall be shared equally
23 and paid with joint funds. Any additional improvements must be mutually agreed to by the parties
24 prior to the improvements being made.

25
26
27 WIFE'S INITIALS: WD

HUSBAND'S INITIALS: DLP

6.3 On or before February 28, 2012, from funds held in an account in HUSBAND's name only, he shall reimburse the joint account all funds paid or removed from any joint account belonging to the parties for his personal expenses since September 1, 2011, i.e, food, gas, medicine, clothes, etc.

6.4 The marital residence shall be listed for sale on or before June 30, 2012, unless this date is extended by written mutual agreement of the parties, with HUSBAND and WIFE equally sharing all expenses related to the sale. Alternatively, the parties may agree to have the marital residence appraised and one party may buy out the other party.

6.5 The Court shall retain jurisdiction to enter appropriate orders to effectuate the buy out of the residence as set forth herein.

7.0 2011 TOYOTA RAV 4

7.1 Both parties shall have use of the 2011 Toyota Rav 4 during the times he/she has possession of the marital residence. The expenses related to the car, such as insurance, maintenance, registration shall be paid from the joint account.

8.0 PAI CORPORATION A/K/A PROFESSIONAL ANALYSIS, INC.

8.1 Each party shall maintain their present ownership interest in the business known as PAI Corporation a/k/a Professional Analysis, Inc., under the existing terms and conditions.

8.2 In the event any dispute arises relating to business operations, financials, or ultimate disposition of this assets, either party may petition the Eighth Judicial District Court, Family Division to resolve such dispute in conformity with the laws of the State of Nevada.

WIFE'S INITIALS: HD

HUSBAND'S INITIALS: DLP

8.3 WIFE shall receive 51% and HUSBAND shall receive 49% of the PAI Fidelity Investments Account X02112178 as their sole and separate property.

8.3.1 HUSBAND shall continue to manage this account on behalf of PAI. Whenever the funds in the account exceed the necessary amount that the company needs for its daily operations, the excess funds shall be transferred to each party according to their ownership interest, i.e. 51% to WIFE's individual Fidelity Investments Account No. X66-411965 and 49% to HUSBAND's individual Fidelity Investments Account Fidelity Investments Account No. X66-411280.

8.3.2 Neither HUSBAND or WIFE shall remove or transfer any other funds from this account without the other's express written permission.

8.4 The Court shall specifically retain jurisdiction to enter appropriate orders to effectuate the provisions set forth in the section/paragraph.

9.0 **BANK OF AMERICA JOINT CHECKING AND MONEY MARKET ACCOUNTS**

9.1. As set forth in Sections 4.1.4, 4.1.5, 4.2.4, and 4.2.5 above, the funds in these accounts shall be divided at the time the marital residence is sold.

9.2 HUSBAND shall provide WIFE with an accounting of all funds paid from these accounts for his charity organization, Institute for VietNam Future (IVNF) expenses and reimburse those funds to the joint Bank of America account no later than February 28, 2012.

9.3 The Court shall retain jurisdiction to enter an appropriate order to effectuate the provisions set forth herein.

WIFE'S INITIALS: ALJ

HUSBAND'S INITIALS: DLP

10.0 **FIDELITY INVESTMENTS ACCOUNT NO. X-94-109380**

10.1 HUSBAND shall continue to manage this account on behalf of HUSBAND and WIFE until February 28, 2012, at which time the account shall be closed. The proceeds of the account shall be divided as follows:

10.1.1 HUSBAND shall receive the first \$127,799.07 (\$91,689.48 principal and \$36,109.59 interest), which amount belongs to HUSBAND's parents, and a 1099 shall be issued to HUSBAND's parents for the interest (\$36,109.59).

10.1.2 Thereafter, the account shall be equally divided between the parties, share by share, dollar by dollar, as is possible for the assets contained therein until the account is closed on February 28, 2012.

10.2. Neither HUSBAND or WIFE shall remove or transfer any other funds from this account without the other's express written permission.

10.3 The Court shall retain jurisdiction to enter an appropriate order to effectuate the transfers herein if necessary.

11.0 **PENSIONS, RETIREMENT AND IRA ACCOUNTS**

11.1 The parties acknowledge that the following accounts were accumulated during the marriage and constitute community property regardless of title:

11.1.1 Fidelity Brokerage Serv., Inc., Brokerage No. 411-070173.

11.1.2 Fidelity Brokerage Serv. Inc., Rollover IRA, Brokerage No. 194-363030.

11.1.3 Fidelity Brokerage Serv. Inc., Brokerage No. 441-070181.

WIFE'S INITIALS: AW

HUSBAND'S INITIALS: DLP

11.1.4 TIAA/CREF, TIAA A773522-6, CREF P773522-3, TIAA Traditional, SS#034-40-7758.

11.1.5 Principal 401(k) and 401(a), SSN: 034 40 7758, Contract No. 4-09529.

11.1.6 Principal 401(k) and 401(a), SSN: 170 46 4810, Contract No. 4-09529

11.2 Each party shall receive one-half of the above accounts as follows:

11.2.1 All funds in each account shall be valued as of the date this agreement is signed.

Each party shall be entitled to one-half of the total of the funds, plus one-half of all gains or losses until the accounts are distributed.

11.2.2 Each party shall maintain the accounts in their respective names, and the party with the excess funds shall pay (or transfer to) the other party's account whatever amount is necessary to equalize the division of the accounts.

11.3. Neither HUSBAND or WIFE shall remove or transfer any other funds from these accounts without the other's express written permission until the accounts are divided equally to each party's respective account.

12.0 **HOUSEHOLD FURNISHINGS AND PERSONAL PROPERTY
LOCATED AT 8021 GOLFERS OASIS DRIVE, LAS VEGAS,
NEVADA 89149**

12.1 Each party shall receive their respective personal possessions, i.e., clothing, jewelry, gifts, etc.

12.2 Each party shall receive one-half of the household furniture and furnishings. The division of the household furniture and furnishings shall be accomplished through the employment of an "A/B List," which entails the following: WIFE shall prepare two lists, each of

WIFE'S INITIALS: AD

HUSBAND'S INITIALS: DLP

which shall contain a fair and equitable distribution of one-half (1/2) of the parties household furniture and furnishings. WIFE shall provide these lists to HUSBAND Defendant [see Exhibit "A" attached], and HUSBAND shall choose, within five (5) days of the date he signs this agreement, either the "A" or the "B" list as the list of items he wishes to have. The parties shall thereafter cooperate to effectuate the resulting division of property at the time the residence is sold.

12.3 Neither party shall interfere with the other party's access to the home and the items set forth herein.

13.0 **DISSOLUTION OF THE DOAN PHUNG AND THU-LE DOAN TRUST (A REVOCABLE FAMILY TRUST)**

13.1 The parties agree that the Doan Phung and Thu-Le Doan Trust shall be dissolved and the assets contained therein shall be transferred out of the trust to effectuate the terms of this agreement.

14.0 **VIETNAMESE AMERICAN SCHOLARSHIP FUND (VASF) AND FUND FOR ENCOURAGEMENT OF SELF RELIANCE (FESR)**

14.1 HUSBAND shall manage the Fidelity VASF Brokerage Account No. Z85044792, Fidelity FESR Brokerage Account No. Z85044784, Bank of America Account No. 5010 1205 2956, and Bank of America Account 4440 0794 4259 on behalf of the both Trustees, HUSBAND and WIFE. However, any and all decisions relating to contributions, expenditures, grants, etc., in excess of \$5,000.00 shall be agreed to in writing by both trustees. Moreover, these assets cannot moved or transferred without the express written permission of both Trustees.

14.2 HUSBAND shall provide WIFE with an accounting of all funds paid from these accounts for his charity organization, Institute for VietNam Future (IVNF) expenses and

WIFE'S INITIALS: HL

HUSBAND'S INITIALS: DLP

reimburse those funds to the appropriate VASF or FFSR accounts at Bank of America no later than February 28, 2012.

15.0 INDEMNIFICATION AND PROTECTION

15.1 HUSBAND and WIFE acknowledge and agree that each of them covenants and agrees not to contract any debts, charges, or liabilities whatsoever for which the other's property or estate shall or may become liable or answerable, and agrees to hold the other party harmless and indemnified therefrom.

16.0 TAX PROVISIONS

16.1 HUSBAND and WIFE shall file a joint tax return for the calendar year 2011. Thereafter, the parties shall file separate tax returns.

16.2 The parties shall be equally responsible for any past income tax liability, including without limitation taxes, assessments, penalties and interest on any United States tax return filed during the marriage through and including 2011.

16.3 For tax year 2010, in the event of an audit of PAI Corporation a/k/a Professional Analysis, Inc., HUSBAND agrees to be fully responsible for additional taxes owed and interest and penalties imposed by the Internal Revenue Service, if it is related to the donation of \$657,250.00 to IVNF.

16.4 Additionally, each party shall be responsible for all tax liabilities and/or tax benefits arising from or attributable to his or her property rights and obligations awarded or created by this Agreement.

WIFE'S INITIALS: ted

HUSBAND'S INITIALS: DLP

16.5 HUSBAND and WIFE acknowledge and agree that all transfers of property between them required by this Agreement are tax free transfers of property made between them pursuant to Section 1041 of the Internal Revenue Code and are not taxable sales or exchanges of properties. Each party covenants and agrees not to take any position inconsistent with this belief and agreement, including, without limitation, any position with respect to the basis of any asset on his or her tax return filed after the date of this Agreement.

16.6 HUSBAND and WIFE confirm and agree that each of them has had the opportunity to discuss with independent tax counselors, concerning the income tax and estate tax implications and consequences with respect to the agreed upon division of properties and indebtedness, and that KIRBY R. WELLS, ESQ. and ANN E. KOLBER, ESQ. were not expected to provide and, in fact, did not provide any tax advice concerning this Agreement.

17.0 PROPERTY ACQUIRED IN FUTURE TO BE SEPARATE PROPERTY

17.1 Any and all property acquired by either of said parties hereto from and after the date hereof shall be the sole and separate property of the one so acquiring the same and each of said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

18.0 RIGHT TO DISPOSE OF PROPERTY BY WILL

18.1 Each of said parties shall have an immediate right to dispose of or bequeath by will his or her respective interests in and to any and all property belonging to him or her from and after the date hereof, and that such right shall extend to all of the aforesaid future acquisitions of property as well as to all property set over to either of the parties hereto under this Agreement.

WIFE'S INITIALS: tes

HUSBAND'S INITIALS: DLP

19.0 WAIVER OF INHERITANCE RIGHTS

19.1 Except as hereinafter provided, said parties each hereby waive any and all right to the estate of the other left at his or her death and forever quitclaim any and all right to share in the estate of the other by the laws of succession, and said parties hereby release one to the other all rights to inherit from the other. Furthermore, said parties hereby renounce, one to the other, all right to be administrator or administratrix, executor or executrix, of the estate of the other, and said parties hereby waive any and all right to the estate or any interest in the estate of the other by way of inheritance, or otherwise, for family allowance therein or therefrom, to a probate or other homestead upon any property of the other, and to have set aside to him or her any property of the other exempt from execution, and from the date of this Agreement to the end of the world, said waiver by each in the estate of the other party shall be effective, and said parties shall have all the rights of single persons and maintain the relationship of such toward each other.

20.0 MUTUAL RELEASE OF OBLIGATIONS AND LIABILITIES

20.1 It is hereby mutually understood and agreed by and between the parties hereto that this Marital Settlement Agreement is deemed to be a final and conclusive and integrated agreement between the parties, and that except as herein specified, each party hereto is hereby released and absolved from any and all liabilities and obligations for the future acts and duties of the other, and that each of said parties hereby releases the other from any and all liabilities, future accounts, alimony and support or otherwise, or debts or obligations of any kind or character incurred by the other except as hereinbefore provided, it being understood that this instrument is intended to

WIFE'S INITIALS: tedHUSBAND'S INITIALS: DLP

1 settle finally and conclusively the rights of the parties hereto in all respects arising out of their
2 marital relationship except as hereinbefore provided.

3
4 21.0 EXECUTION OF NECESSARY DOCUMENTS

5 21.1 HUSBAND and WIFE agree to execute quitclaim deeds, stock transfers, and
6 any and all other instruments that may be required in order to effectuate transfer of any and all
7 interest either may have in and to the said property hereby conveyed to the other as hereinabove
8 specified. Should either party fail to execute any said documents to transfer interest to the other, this
9 Agreement shall constitute a full and complete transfer of the interest of one to the other as
10 hereinabove provided. Upon failure of either party to execute and deliver any such deed,
11 conveyance, title, certificate or other document or instrument to the other party, this Agreement shall
12 constitute and operate as such properly executed document and the County Assessor and County
13 Recorder and any and all other public and private officials are hereby authorized and directed to
14 accept this Agreement or a properly certified copy thereof in lieu of the document regularly required
15 for such conveyance or transfer.
16
17

18 22.0 ACCEPTANCE OF AGREEMENT - ADVICE AND/OR WAIVER OF
19 COUNSEL

20 22.1 Each party hereto acknowledges that he or she has read the foregoing
21 Agreement and fully understands the contents thereof and accepts the same as equitable and just and
22 that there has been no promise, agreement or understanding of either of the parties to the other except
23 as hereinabove set forth, which has been relied upon by either as a matter of inducement to enter into
24 this agreement.
25
26

27 WIFE'S INITIALS: MD

HUSBAND'S INITIALS: DLP

22.2 Each party hereto stipulates with the other that he or she has had the opportunity for independent legal representation in negotiations for and in the preparation of the Agreement by counsel by his or her own choosing.

22.3 Each party hereto has had the opportunity to be independently advised as to the legal effect of the execution of the Agreement.

22.4 Each party to this Agreement hereby understands that KIRBY R. WELLS, ESQ., of WELLS & RAWLINGS represents WIFE in this matter and is an advocate for her position, and that ANN L. KOLBER, ESQ. of LAW PRACTICE LTD. represents HUSBAND in this matter and is an advocate for his position; that both parties have entered into this Agreement without undue influence or coercion, or misrepresentation, or for any other cause except as herein specified.

23.0 PAYMENT OF ATTORNEY'S FEES

23.1 HUSBAND and WIFE agree to each pay his or her respective reasonable attorney's fees and costs incurred in the preparation of this Agreement.

24.0 KNOWLEDGE AND DISCLOSURE

24.1 HUSBAND and WIFE each acknowledge that he or she has full knowledge of the assets, financial status and possibilities of inheritance of the other at the time of this Agreement.

24.2 Each party warrants that he or she has made full disclosure of all the assets of the parties hereto. Should it be found that there exist other assets, separate or community, which have not been disclosed and stated in this Marital Settlement Agreement, with a cumulative value of more than \$2,500.00, either party may move the court for a partition of such asset(s) at any time

WIFE'S INITIALS: KL

HUSBAND'S INITIALS: DLP

hereafter. With respect to this paragraph, each party hereto specifically waives any and all limitation periods for the bringing of an action to partition such undisclosed asset(s) and further specifically stipulates that the failure to disclose such asset(s) constitutes extrinsic fraud, which will invoke the jurisdiction of the court to partition such undisclosed asset(s) at any future time.

25.0 VALUATION OF PROPERTY

25.1 HUSBAND and WIFE acknowledge and agree that at their specific instructions, WIFE's attorney, Kirby R. Wells, Esq., and HUSBAND's attorney, Ann E. Kolber, Esq., have undertaken no independent investigation to determine the nature, extent, or valuation of the assets and obligations set forth in this agreement. HUSBAND and WIFE hereby indemnify and agree to hold harmless Kirby R. Wells, Esq., and Ann E. Kolber, Esq. from liability relating to the valuation of community assets and/or the division of property set forth in this agreement. HUSBAND and WIFE also acknowledge and agree that each of them has independently obtained the information necessary to determine the nature, extent, and valuation of the subject assets and obligations. HUSBAND and WIFE further acknowledge and agree that each of them has independently valued the subject assets and obligations and that they have not relied on any representations by Kirby R. Wells, Esq., and Ann E. Kolber, Esq., as to the nature, extent, and valuation of the subject assets and obligations or with respect to the division of properties and indebtedness.

26.0 AGREEMENT SHALL BE MERGED INTO DECREE OF DIVORCE

26.1 This Agreement shall be taken as the full and final Marital Settlement Agreement between the parties, and it is agreed that a copy of this Agreement shall be offered to the

WIFE'S INITIALS: KKO

HUSBAND'S INITIALS: QUP

1 Eighth Judicial District Court, Family Division, County of Clark, State of Nevada, and the Court
2 shall be requested to ratify, confirm and approve the same, and this Agreement shall by reference be
3 merged into and become a part of said Decree to the extent as if therein set forth in full. The parties
4 specifically agree that the provisions of this agreement may be enforced by the contempt powers of
5 the Family Court, however except where specifically provided, the Family Court shall have no
6 jurisdiction to modify the agreement of the parties without the express written agreement of the
7 parties.
8

9
10 27.0 **ENTIRE AGREEMENT**

11 27.1 This Agreement contains the entire agreement and understanding of the
12 parties, and there are no representations, warranties, covenants or understandings other than those
13 expressly set forth herein. Furthermore, this Agreement may not be changed, modified, or
14 terminated orally, and any such change, modification, or termination may only be made by a written
15 instrument executed by the parties with the same formality as this Agreement.
16

17 28.0 **NO PARTY DEEMED DRAFTER**

18 28.1 The parties agree that neither party shall be deemed to be drafter of this
19 Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court
20 shall not construe this Agreement or any provision hereof against either party as the drafter of the
21 Agreement. HUSBAND and WIFE hereby acknowledge that both parties have contributed
22 substantially and materially to the preparation of this Agreement.
23
24
25
26

27 WIFE'S INITIALS: WLD

HUSBAND'S INITIALS: DLP

29.0 WAIVER

29.1 No waiver of any one of the provisions hereof shall work a continuing waiver or a waiver of any subsequent breach.

30.0 BINDING EFFECT

30.1 This Agreement shall be binding upon, and inure to the benefit of, the respective agents, representatives, heirs, assigns, and successors-at-law of the parties hereto.

31.0 GOVERNING LAW

31.1 This Agreement and the rights of the parties hereto shall be governed and interpreted in all respects by the law applied to contracts made and wholly to be performed within the State of Nevada.

32.0 CUMULATIVE EFFECT

33.1 The parties' rights and remedies hereunder shall be cumulative, and the exercise of one or more shall not preclude the exercise of any other(s).

WIFE'S INITIALS: HOHUSBAND'S INITIALS: DLP

33.0 LITIGATION/ATTORNEY'S FEES

33.1 Should litigation arise concerning the terms and conditions of this Agreement, or the breach of same by any party hereto, the prevailing party shall be entitled to attorney's fees and costs in an amount awarded by the Court.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Agreement the year and date above written.

Thiule Doan
THU-LE DOAN, Wife

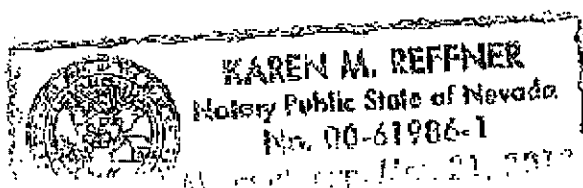
Doan L. Phung
DOAN L. PHUNG, Husband

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 22 day of February, 2012, before me the undersigned Notary Public in and for said County and State, personally appeared **THU-LE DOAN**, known to me (or proven) to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Karen M. Reffner
NOTARY PUBLIC

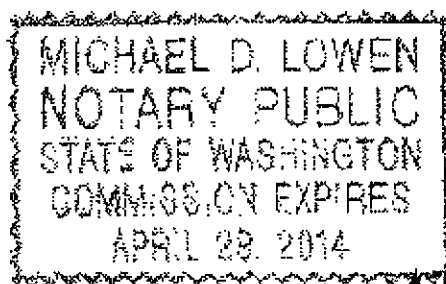
WIFE'S INITIALS: td

HUSBAND'S INITIALS: DLP

ALL
WASHINGTON
1 STATE OF NEVADA ALL)
2 SNOHOMISH) ss.
3 COUNTY OF CLARK)

4 On this 16 day of FEBRUARY, 2012, before me the undersigned Notary
5 Public in and for said County and State, personally appeared **DOAN L. PHUNG**, known to me (or
6 proven) to be the person described in and who executed the foregoing instrument, and who
7 acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein
8 mentioned.

9 WITNESS my hand and official seal.



Michael D. Lowen
NOTARY PUBLIC

ATTORNEY CERTIFICATIONS

The undersigned hereby certifies that he is an attorney at law duly licensed and admitted to
practice in the State of Nevada; that he has been employed by and compensated by TIU-LE DOAN
in the foregoing Marital Settlement Agreement; that he has advised and consulted with her in
connection with her property rights and has fully explained to her the legal effect of the foregoing
Marital Settlement Agreement and the effect which it has upon her rights otherwise obtaining as a
matter of law; that, after being duly advised by the undersigned, she acknowledged to the
undersigned that she understood the legal effect of the foregoing Property Settlement Agreement and
she executed the same freely and voluntarily.

DATED 2-28-12

Kirby R. Wells
KIRBY R. WELLS, ESQ.

WIFE'S INITIALS: LD

HUSBAND'S INITIALS: DLP

The undersigned hereby certifies that he is an attorney at law duly licensed and admitted to practice in the State of Nevada; that he has been employed by and compensated by DOAN L. PHUNG in the foregoing Marital Settlement Agreement; that he has advised and consulted with him in connection with his property rights and has fully explained to him the legal effect of the foregoing Marital Settlement Agreement and the effect which it has upon his rights otherwise obtaining as a matter of law; that, after being duly advised by the undersigned, he acknowledged to the undersigned that he understood the legal effect of the foregoing Property Settlement Agreement and he executed the same freely and voluntarily.

DATED 2-17-12


ANN E. KOLBER, ESQ.

WIFE'S INITIALS: HD

HUSBAND'S INITIALS: DLP

EXHIBIT

“A”

Gifts are not accounted for in the AB list:

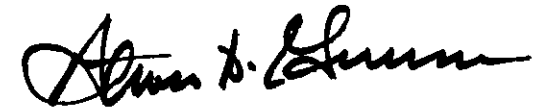
1. Blue oriental carpet in the dining room, for daughter Lili
2. Grandfather clock, gift from husband parents, husband should keep it
3. Treadmill, used to belong to husband father, husband should keep it.

List A

1. Master bedroom, king size bedroom set
2. 4th bedroom upstairs, day bed and furniture plus sofa and chairs in master bedroom
3. Family room, all furniture in the room including desk and credenza
4. Computer and printer
5. Washer/Dryer and 32 in. TV
6. Half of desks file cabinet in the study
7. Half of bookcases and books
8. Half of kitchen items such as china, cups, silverware, small appliances
9. Half of wall hangings such as lacquers, embroideries, water paintings.
10. Half of all decorations such as silk flower arrangements and silk plants, vases
11. Half of all linens, towels, bed covers

List B

1. Bedroom downstairs, queen size bedroom set
2. 3rd bedroom upstairs, 2 single beds and other furniture in the room
3. Living room, all furniture in the room
4. Computer and printer
5. 46 in. TV
6. Half of desks file cabinet in the study
7. Half of bookcases and books
8. Half of kitchen items such as china, cups, silverware, small appliances
9. Half of wall hangings such as lacquers, embroideries, water paintings.
10. Half of all decorations such as silk flower arrangements and silk plants, vases
11. Half of all linens, towels, bed covers



CLERK OF THE COURT

1 CODE: CITA
2 GOLDSMITH & GUYMON, P.C.
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguylaw.com
6 Peter Co, Esq.
7 Nevada Bar No. 11938
8 Email: pco@goldguylaw.com
9 2055 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 873-9500
12 Facsimile: (702) 873-9600
13 Attorneys for Thu-Le Doan,
14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE
16

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 In the Matter of the)
14 FUND FOR THE ENCOURAGEMENT OF)
15 SELF RELIANCE)
16 An Irrevocable Trust.)

Case No. P-16-089638-T
Department PC1

17 CITATION

18 TO: Doan L. Phung
19 8021 Golfers Oasis Dr.
20 Las Vegas, NV 89149

21 PLEASE TAKE NOTICE that Thu-Le Doan has filed with the Clerk of
22 the above entitled Court a Petition to Assume In Rem Jurisdiction of
23 Trust, Confirm Trustee and to Modify Trust, a hearing on the
24 Petition has been set for November 4, 2016, at 9:30 a.m., in
25 Department PC1 of the above entitled Court in the Regional Justice
26 Center, in the Probate Court, Courtroom 3F, located at 200 Lewis
27 Ave., Las Vegas, Nevada 89155.

28 YOU ARE HEREBY NOTIFIED THAT:

1. Your rights may be affected by the approval of the

Petition being brought in this matter.

2. You should appear and show cause or inform counsel for the Trust whether you wish to participate in pending litigation.

YOU ARE HEREBY DIRECTED to appear and show cause, if you have any, why the Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust should not be approved.

YOU NEED NOT APPEAR UNLESS YOU HAVE AN OBJECTION!

STEVEN D. GRIERSON, CLERK OF THE COURT

By:

SALEYAO LEONA ASIFOA

SEP 23 2016

Deputy Clerk

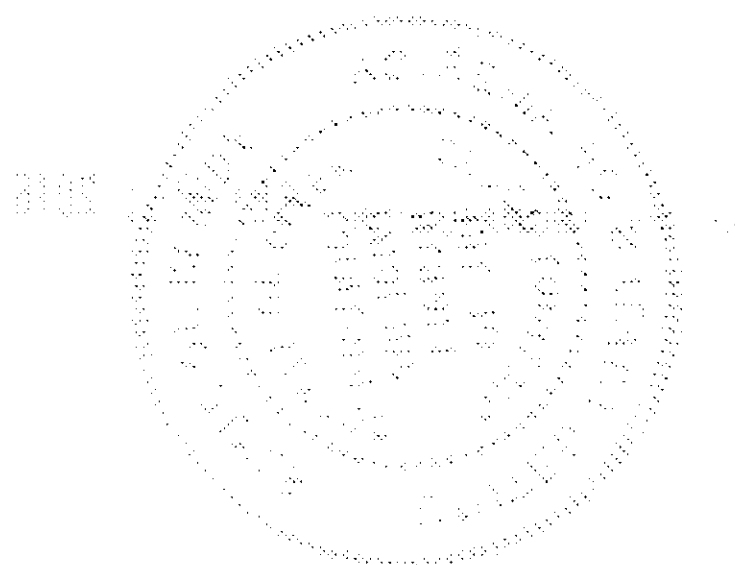
Date

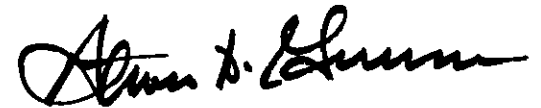
Submitted by:

GOLDSMITH & GUYMON, P.C.

Dara J. Goldsmith, Esq.
Nevada Bar No. 4270
Peter Co, Esq.
Nevada Bar No. 11938
2055 Village Center Circle
Las Vegas, NV 89134
(702) 873-9500
Attorneys for Thu-Le Doan

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CLERK OF THE COURT

1 CODE: NOTC
2 GOLDSMITH & GUYMON, P.C.
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguylaw.com
6 Peter Co, Esq.
7 Nevada Bar No. 11938
8 Email: pco@goldguylaw.com
9 2055 Village Center Circle
10 Las Vegas, Nevada 89134
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13 Attorneys for Thu-Le Doan,
14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE
16

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 In the Matter of the)
14 FUND FOR THE ENCOURAGEMENT OF) Case No. P-16-089638-T
15 SELF RELIANCE) Department PC1
16 An Irrevocable Trust.)

17 NOTICE OF HEARING FOR PETITION TO ASSUME IN REM JURISDICTION OF
18 TRUST, CONFIRM TRUSTEE AND TO MODIFY TRUST


19 DATE: November 4, 2016
20 TIME: 9:30 a.m.

21 PLEASE TAKE NOTICE THAT Thu-Le Doan, Trustor for the Fund
22 for the Encouragement of Self Reliance, filed with the Court a
23 Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and
24 to Modify Trust; a hearing on the Petition has been set for November
25 4, 2016 at the hour of 9:30 a.m. at the Regional Justice Center,
26 Department PC1 located at 200 Lewis Avenue, Las Vegas, Nevada,
27 89155, Courtroom 3F. Further details concerning the Petition can be
28 had by reviewing the Court file at the office of the Clark County
Clerk, Clark County Courthouse, or by contacting the Petitioner or

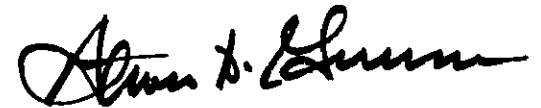
1 the attorney for the Petitioner whose name, address and telephone
2 number are Dara J. Goldsmith, Esq., GOLDSMITH & GUYMON, P.C., 2055
3 Village Center Circle, Las Vegas, Nevada 89134, (702) 873-9500.

4 DATED this 28th day of September, 2016.

5
6 **GOLDSMITH & GUYMON, P.C.**

7 
8 Dara J. Goldsmith, Esq.
9 Nevada Bar No. 4270
10 2055 Village Center Circle
11 Las Vegas, Nevada 89134
(702) 873-9500
Attorneys for Thu-Le Doan,
Trustor of the FUND FOR THE
ENCOURAGEMENT OF SELF RELIANCE

12 1833-2.pet confirm trust FESR.noh.wpd
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CLERK OF THE COURT

1 CODE: AFOM
2 GOLDSMITH & GUYMON, P.C.
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
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15 THE ENCOURAGEMENT OF SELF RELIANCE
16

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 In the Matter of the)
14 FUND FOR THE ENCOURAGEMENT OF) Case No. P-16-089638-T
15 SELF RELIANCE) Department PC1
16 An Irrevocable Trust.)

17 AFFIDAVIT OF MAILING

18 STATE OF NEVADA)
19) ss.
20 COUNTY OF CLARK)

21 Meredith Delaney, being first duly sworn, on oath, according to
22 law, deposes and says:

23 I am and was, when the herein-described mailing took place, a
24 citizen of the United States, over 18 years of age, and not a party
25 to, nor interested in, the within action.

26 On the 29th day of September, 2016, I deposited in the United States
27 Mail at Las Vegas, Nevada, four (4) copies of the PETITION TO ASSUME
28 IN REM JURISDICTION OF TRUST, CONFIRM TRUSTEE AND TO MODIFY TRUST, the

1 NOTICE OF HEARING, and the CITATION thereon, enclosed in a sealed
2 envelope, mailed regular U.S. mail and certified mail, upon which
3 first-class postage was fully prepaid, addressed to:

4 Thu-Le Doan
5 c/o Marshal Willick, Esq.
6 3591 E. Bonanza Rd.,
Suite 200
Las Vegas, NV 89110

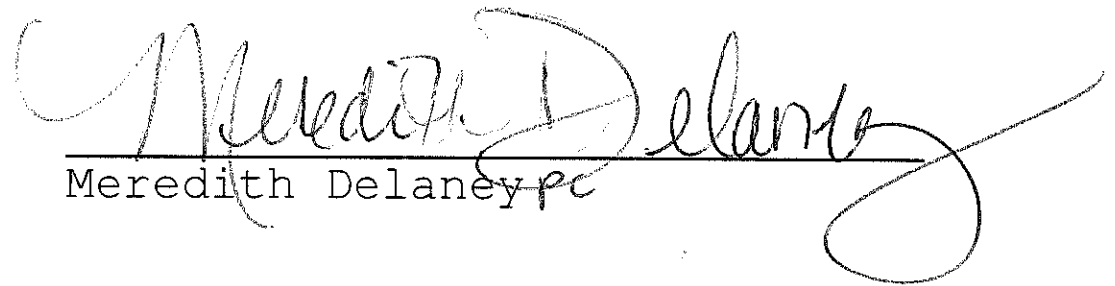
7 Doan L. Phung
8 8021 Golfers Oasis Dr.
Las Vegas, NV 89149

9 Office of the Attorney General
10 Carson City Office
11 100 North Carson Street
Carson City, NV 89701

12 Office of the Attorney General
13 Attn: Barbara Cozens
100 North Carson Street
Carson City, NV 89701

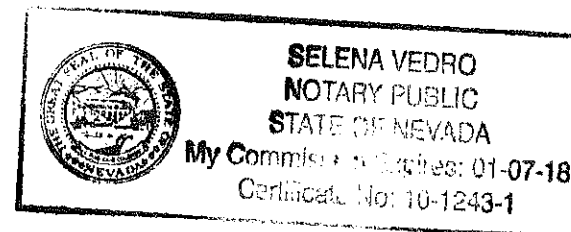
14
15 and there is regular communication by mail between the place of
16 mailing and places so addressed.

17 FURTHER your Affiant sayeth naught.

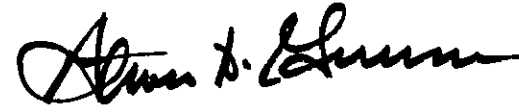
18
19 
20 Meredith Delaney PC

21
22 SUBSCRIBED AND SWORN to before me
23 this 29th day of September, 2016.

24 
25 NOTARY PUBLIC in and for said
County and State.



26 W:\DJG\AT\1833-2 Doan\1833-2.FESR.afom1.wpd
27
28



CLERK OF THE COURT

1 CODE: ACSR
2 GOLDSMITH & GUYMON, P.C.
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguylaw.com
6 Peter Co, Esq.
7 Nevada Bar No. 11938
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14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE

11 DISTRICT COURT

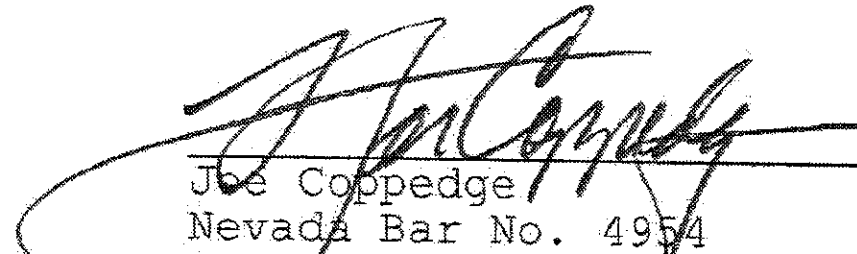
12 CLARK COUNTY, NEVADA

13 In the Matter of the)
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16 An Irrevocable Trust.)

Case No. P-16-089638-T
Department PC1

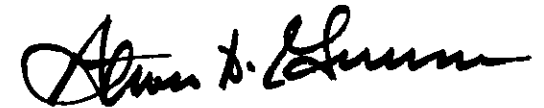
17 ACCEPTANCE OF SERVICE

18 Service of the Citation and Petition to Assume In Rem
19 Jurisdiction of Trust, Confirm Trustee and to Modify Trust in the
20 above captioned case is hereby accepted by the undersigned on this
21 ^{30th} day of September, 2016.



24 Joe Coppedge
25 Nevada Bar No. 4954
26 7116 Via Locanda Avenue
27 Las Vegas, NV 89131
28 Attorney for Doan L. Phung

27 W:\DJG\AT\1833-2 Doan\1833-2.FESR.acceptance.of.service.wpd



CLERK OF THE COURT

1 **CODE: EXPT**
2 **GOLDSMITH & GUYMON, P.C.**
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguylaw.com
6 Peter Co, Esq.
7 Nevada Bar No. 11938
8 Email: pco@goldguylaw.com
9 2055 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 873-9500
12 Facsimile: (702) 873-9600
13 Attorneys for Thu-Le Doan,
14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the)
13 FUND FOR THE ENCOURAGEMENT OF) Case No. P-16-089638-T
14 SELF RELIANCE) Department PC1
15 An Irrevocable Trust.)

16 **EX PARTE APPLICATION FOR AN ORDER SHORTENING TIME ON PETITION TO**
17 **ASSUME IN REM JURISDICTION OF TRUST, CONFIRM TRUSTEE AND**
18 **TO MODIFY TRUST**

18 Peter Co, Esq., of the law firm of GOLDSMITH & GUYMON, P.C.
19 ("Counsel"), on behalf of Thu-Le Doan ("Petitioner"), Co-Trustee of
20 the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE a.k.a. CENTER FOR THE
21 ENCOURAGEMENT OF RELIANCE ("Trust"), respectfully alleges:

22 1. The FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE a.k.a.
23 CENTER FOR THE ENCOURAGEMENT OF RELIANCE was established on December
24 26, 1997, by Petitioner and her former husband, Doan L. Phung
25 ("Phung") as an irrevocable charitable trust and is funded with the
26 community property funds of Petitioner and Phung.

27 2. Petitioner and Phung are currently the Co-Trustees of the
28 Trust.

1 3. On September 22, 2016, Petitioner filed with the Court a
2 Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and
3 to Modify Trust ("Petition"), wherein Petitioner requested that the
4 Court assume jurisdiction over the Trust, confirm Petitioner and Phung
5 as Co-Trustees, confirm the terms of the Trust, and terminate the
6 Trust and the Trust assets be divided equally and be decanted into
7 separate irrevocable charitable trusts, one for Petitioner and one for
8 Phung; or in the alternative that the Trust assets be divided equally
9 and Petitioner's portion be decanted into Petitioner's separate
10 irrevocable charitable trust and Phung's portion remain in the Trust
11 with Phung serving as the sole Trustee of the Trust.

12 4. A Citation was issued to Phung on September 23, 2016.

13 5. The hearing on the Petition is set for November 4, 2016,
14 at 9:30 a.m. before Commissioner Yamashita.

15 6. Counsel had reached out to Phung's counsel, Joe Coppedge,
16 Esq., on September 26, 2016 to inquire on whether Mr. Coppedge, Esq.
17 represented Phung and whether he would be willing to accept service
18 of the Citation and Petition on behalf of Phung.

19 7. On September 29, 2016, Mr. Coppedge, Esq. confirmed with
20 Counsel that Mr. Coppedge, Esq. would accept service of the Citation
21 and Petition on behalf of Phung.

22 8. On September 28, 2016, Phung emailed Petitioner a Notice
23 of Meeting of the Board of Directors of the Trust for October 15,
24 2016, at 3 p.m. at the Rainbow Library located at 3150 N. Buffalo Dr.
25 Las Vegas, NV 89128. A copy of the email is attached as Exhibit A.

26 9. In his email, Phung informed Petitioner that the following
27 would be discussed at the meeting: 1. Approve appointment of Ms. Holly
28 Ngo as a Trustee of the Trust; 2. Review and follow up on the results

1 of the meeting on August 28, 2016; 3. Review achievements of the 5th
2 year challenge-collaboration program, 2015-2016; 4. Review the tax
3 filings for the 2015 fiscal year; and 5. Survey the approximately 60+
4 applications we expect to receive for the 6th year program and decide
5 on how to review and approve the distributions.

6 10. Petitioner does not know Holly Ngo nor does she consent to
7 Holly Ngo's appointment as Co-Trustee of the Trust.

8 11. Due to Phung's scheduling of the Meeting of the Board of
9 Directors of the Trust for October 15, 2016, Petitioner requests that
10 the hearing on the Petition be shortened to October 14, 2016, at 9:30
11 a.m., and that this Court enter an Order Shortening Time.

12 12. In addition, Petitioner requests that this Court issue an
13 order that no further meetings are called by Phung in regards to the
14 Trust and that Phung take no further action in regards to the Trust
15 until this matter is resolved by the Court.

16 WHEREFORE, Applicant prays:

17 (1) For an Order setting the hearing on the Petition to Assume
18 In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust, for
19 October 14, 2016, at 9:30 a.m.;

20 (2) For an Order that no further meetings may be called by
21 Doan L. Phung in regards to the Trust and that Doan L. Phung take no
22 further action in regards to the Trust until this matter is resolved
23 by the Court; and

24 . . .

25 . . .

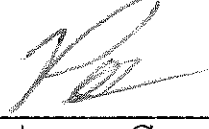
26 . . .

27 . . .

28 . . .

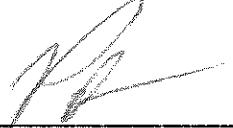
1 (3) All other necessary and proper orders be made in the
2 premises.

3 DATED this 4th day of October, 2016.

4 
5 Peter Co, Esq.,
6 Nevada Bar No. 11938
Attorneys for Thu-Le Doan

7 Submitted by:

8 **GOLDSMITH & GUYMON, P.C.**

9
10 By: 
11 Dara J. Goldsmith, Esq.
12 Nevada Bar No. 4270
13 Peter Co, Esq.
14 Nevada Bar No. 11938
2055 Village Center Circle
Las Vegas, Nevada 89134
(702) 873-9500
Attorneys for Thu-Le Doan

15 W:\DJG\AT\1833-2 Doan\1833-2.FESR.ex.parte.app.ost.wpd
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EXHIBIT A
DOAN L. PHUNG EMAIL

Peter Co

Subject: FW: Meeting of the VASF and FESR Board
Attachments: Holly Ngo resume 2.docx

On Wednesday, September 28, 2016 6:25 PM, Doan Phung <dlp.vasfcesr@gmail.com> wrote:

Hi Thu Le:

This is to inform and to invite you to the meeting of the Board of Directors of VASF and FESR on Saturday, October 15, from 3 pm to 5 pm or later, at the public library at N. Buffalo and Cheyenne.

At the meeting we will discuss the following:

1. Approve the appointment of Ms. Holly Ngo as a trustee of VASF and FESR.
2. Review and follow up on the results of the meeting on August 28, 2016.
3. Review achievements of the 5th year challenge-collaboration program, 2015-2016.
4. Review the tax filings for the 2015 fiscal year.
5. Survey the approximately 60+ applications we expect to receive for the 6th year program and decide on how to review and approve the distributions. Deadline of distribution decisions is November 30, 2016.

Since 2013 I have urged you to propose names for nomination to be a no-salary volunteer trustee of VASF and FESR in accordance to the requirements of Section Six of the charters. As you have not proposed any name and actually opposed the idea and caused the continued non-compliance with the charters, I have searched far and wide and found Ms. Holly Ngo, a professional PeopleSoft consultant of 30 years' experience. Ms. Ngo has also done charity work for Vietnamese causes for over two decades. I did not know her and have never met her as of this letter. However, we have exchanged letters and conversations. She has told me of her experience in doing charity work in the US and Vietnam. She has further used her own money in doing so. She has read the charters of VASF and FESR and is sympathetic to our causes. She has agreed to be nominated to be an active trustee. She will travel to Las Vegas to be present at the meeting on October 15 as described above.

I have included the resume' of Ms. Holly Ngo.

If you have a nomination of your own, please do so at this occasion. We are way behind compliance with Section Six of the charters.

Thank you for your attention. We look forward to your attendance on the 10/15/2016.

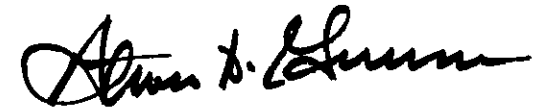
Sincerely,

Doan L Phung

Managing trustee

--

This email is confidential between the sender and the receiver. It is forbidden for any third party to use it against the sender or receiver.



CLERK OF THE COURT

1 **CODE: AFFT**
2 **GOLDSMITH & GUYMON, P.C.**
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguylaw.com
6 Peter Co, Esq.
7 Nevada Bar No. 11938
8 Email: pco@goldguylaw.com
9 2055 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 873-9500
12 Facsimile: (702) 873-9600
13 Attorneys for Thu-Le Doan,
14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE

10
11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 In the Matter of the)
14 FUND FOR THE ENCOURAGEMENT OF) Case No. P-16-089638-T
15 SELF RELIANCE) Department PC1
16 An Irrevocable Trust.)

17 **AFFIDAVIT OF PETER CO, ESQ., IN SUPPORT OF EX PARTE APPLICATION FOR**
18 **AN ORDER SHORTENING TIME ON PETITION TO ASSUME IN REM JURISDICTION**
19 **OF TRUST, CONFIRM TRUSTEE AND TO MODIFY TRUST**

19 STATE OF NEVADA)
20) ss.
21 COUNTY OF CLARK)

- 22 1. I am over the age of eighteen (18) and am competent to testify
23 as to the facts set forth in my Statement.
- 24 2. I am an attorney licensed to practice law in the State of
25 Nevada, and represent Thu-Le Doan ("Petitioner"), Co-Trustee of
26 the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR
27 THE ENCOURAGEMENT OF RELIANCE ("Trust").
- 28 3. The FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR
THE ENCOURAGEMENT OF RELIANCE was established on December 26,

1 1997, by Petitioner and her former husband, Doan L. Phung
2 ("Phung") as an irrevocable charitable trust and is funded with
3 the community property funds of Petitioner and Phung.

4 4. Petitioner and Phung are currently the Co-Trustees of the Trust.

5 5. On September 22, 2016, Petitioner filed with the Court a
6 Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee
7 and to Modify Trust ("Petition"), wherein Petitioner requested
8 that the Court assume jurisdiction over the Trust, confirm
9 Petitioner and Phung as Co-Trustees, confirm the terms of the
10 Trust, and terminate the Trust and the Trust assets be divided
11 equally and be decanted into separate irrevocable charitable
12 trusts, one for Petitioner and one for Phung; or in the
13 alternative that the Trust assets be divided equally and
14 Petitioner's portion be decanted into Petitioner's separate
15 irrevocable charitable trust and Phung's portion remain in the
16 Trust with Phung serving as the sole Trustee of the Trust.

17 6. A Citation was issued to Phung on September 23, 2016.

18 7. The hearing on the Petition is set for November 4, 2016, at 9:30
19 a.m. before Commissioner Yamashita.

20 8. Counsel had reached out to Phung's counsel, Joe Coppedge, Esq.,
21 on September 26, 2016 to inquire on whether Mr. Coppedge, Esq.
22 represented Phung and whether he would be willing to accept
23 service of the Citation and Petition on behalf of Phung.

24 9. On September 29, 2016, Mr. Coppedge, Esq. confirmed with Counsel
25 that Mr. Coppedge, Esq. would accept service of the Citation and
26 Petition on behalf of Phung.

27 10. On September 28, 2016, Phung emailed Petitioner a Notice of
28 Meeting of the Board of Directors of the Trust for October 15,

1 2016, at 3 p.m. at the Rainbow Library located at 3150 N.
2 Buffalo Dr. Las Vegas, NV 89128.

3 11. In his email, Phung informed Petitioner that the following would
4 be discussed at the meeting: 1. Approve appointment of Ms. Holly
5 Ngo as a Trustee of the Trust; 2. Review and follow up on the
6 results of the meeting on August 28, 2016; 3. Review
7 achievements of the 5th year challenge-collaboration program,
8 2015-2016; 4. Review the tax filings for the 2015 fiscal year;
9 and 5. Survey the approximately 60+ applications we expect to
10 receive for the 6th year program and decide on how to review and
11 approve the distributions.

12 12. Petitioner does not know Holly Ngo nor does she consent to Holly
13 Ngo's appointment as Co-Trustee of the Trust.

14 13. Due to Phung's scheduling of the Meeting of the Board of
15 Directors of the Trust for October 15, 2016, Petitioner requests
16 that the hearing on the Petition be shortened to October 14,
17 2016, at 9:30 a.m., and that this Court enter an Order
18 Shortening Time.

19 14. In addition, Petitioner requests that this Court issue an order
20 that no further meetings are called by Phung in regards to the
21 Trust and that Phung take no further action in regards to the
22 Trust until this matter is resolved by the Court.

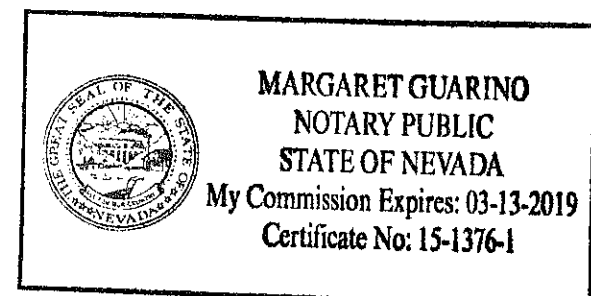
23 Further this affiant sayeth naught.

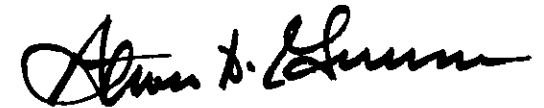
24 
25 Peter Co, Esq.

26 SUBSCRIBED AND SWORN to before me
27 this 5 day of October, 2016.

28 
Notary Public in and for said
County and State

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CLERK OF THE COURT

1 **CODE: ORDR**
2 **GOLDSMITH & GUYMON, P.C.**
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguylaw.com
6 Peter Co, Esq.
7 Nevada Bar No. 11938
8 Email: pco@goldguylaw.com
9 2055 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 873-9500
12 Facsimile: (702) 873-9600
13 Attorneys for Thu-Le Doan,
14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 In the Matter of the)
14 FUND FOR THE ENCOURAGEMENT OF) Case No. P-16-089638-T
15 SELF RELIANCE) Department PC1
16 An Irrevocable Trust.)

17 **ORDER SHORTENING TIME ON PETITION TO ASSUME IN REM JURISDICTION OF**
18 **TRUST, CONFIRM TRUSTEE AND TO MODIFY TRUST**

19 The Court, having reviewed the Ex Parte Application for an Order
20 Shortening Time on Petition to Assume In Rem Jurisdiction of Trust,
21 Confirm Trustee and to Modify Trust, filed by Thu-Le Doan
22 ("Petitioner"), by and through counsel Peter Co, Esq., of the law firm
23 of GOLDSMITH & GUYMON, P.C., and for good cause appearing, it is
24 hereby:

25 **ORDERED, ADJUDGED AND DECREED** that the hearing on the Petition
26 to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify
27 Trust, is shortened and set for October 14, 2016, at 9:30 a.m.; and
28 it is further

28 . . .

ORDERED, ADJUDGED AND DECREED that no further meetings may be called by Doan L. Phung in regards to the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE a.k.a. CENTER FOR THE ENCOURAGEMENT OF RELIANCE and that Doan L. Phung take no further action in regards to the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE a.k.a. CENTER FOR THE ENCOURAGEMENT OF RELIANCE until this matter is resolved by the Court.

DATED and DONE this 5th day of October, 2016.

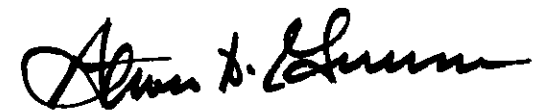
DISTRICT COURT JUDGE

Submitted by:

GOLDSMITH & GUYMON, P.C.

By: *JD*
Dara J. Goldsmith, Esq.
Nevada Bar No. 4270
Peter Co, Esq.
Nevada Bar No. 11938
2055 Village Center Circle
Las Vegas, Nevada 89134
(702) 873-9500
Attorneys for Thu-Le Doan

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CLERK OF THE COURT

1 **CODE:NEO**
2 **GOLDSMITH & GUYMON, P.C.**
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguylaw.com
6 Peter Co, Esq.
7 Nevada Bar No. 11938
8 Email: pco@goldguylaw.com
9 2055 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone:(702) 873-9500
12 Facsimile:(702) 873-9600
13 Attorneys for Thu-Le Doan,
14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 In the Matter of the)
12 FUND FOR THE ENCOURAGEMENT OF) Case No. P-16-089638-T
13 SELF RELIANCE) Department PC1
14 An Irrevocable Trust.)

15 **NOTICE OF ENTRY OF ORDER SHORTENING TIME ON PETITION TO ASSUME IN**
16 **REM JURISDICTION OF TRUST, CONFIRM TRUSTEE AND TO MODIFY TRUST**

17 TO ALL PARTIES IN INTEREST:

18 YOU ARE HEREBY NOTICED that the above-entitled Order, filed on
19 October 5, 2016, was entered herein on October 6, 2016. A copy of said
20 Order is attached hereto.

21 DATED this 6th day of October, 2016.

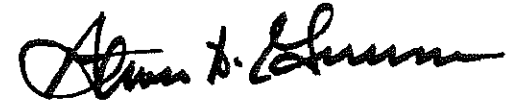
22 SUBMITTED BY:

23 **GOLDSMITH & GUYMON, P.C.**

24 By: 

25 Dara J. Goldsmith, Esq.
26 Nevada Bar No. 4270
27 Peter Co, Esq.
28 Nevada Bar No. 11938
29 2055 Village Center Circle
30 Las Vegas, Nevada 89134
31 (702) 873-9500

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CLERK OF THE COURT

1 CODE: ORDR
2 GOLDSMITH & GUYMON, P.C.
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguylaw.com
6 Peter Co, Esq.
7 Nevada Bar No. 11938
8 Email: pco@goldguylaw.com
9 2055 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 873-9500
12 Facsimile: (702) 873-9600
13 Attorneys for Thu-Le Doan,
14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 In the Matter of the)
13) Case No. P-16-089638-T
14 FUND FOR THE ENCOURAGEMENT OF) Department PC1
15 SELF RELIANCE)
16 An Irrevocable Trust.)

17 **ORDER SHORTENING TIME ON PETITION TO ASSUME IN REM JURISDICTION OF**
18 **TRUST, CONFIRM TRUSTEE AND TO MODIFY TRUST**

19 The Court, having reviewed the Ex Parte Application for an Order
20 Shortening Time on Petition to Assume In Rem Jurisdiction of Trust,
21 Confirm Trustee and to Modify Trust, filed by Thu-Le Doan
22 ("Petitioner"), by and through counsel Peter Co, Esq., of the law firm
23 of GOLDSMITH & GUYMON, P.C., and for good cause appearing, it is
24 hereby:

25 **ORDERED, ADJUDGED AND DECREED** that the hearing on the Petition
26 to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify
27 Trust, is shortened and set for October 14, 2016, at 9:30 a.m.; and
28 it is further

. . .


ORDERED, ADJUDGED AND DECREED that no further meetings may be called by Doan L. Phung in regards to the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE a.k.a. CENTER FOR THE ENCOURAGEMENT OF RELIANCE and that Doan L. Phung take no further action in regards to the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE a.k.a. CENTER FOR THE ENCOURAGEMENT OF RELIANCE until this matter is resolved by the Court.

DATED and DONE this 5th day of October, 2016.

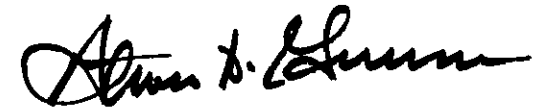
DISTRICT COURT JUDGE

Submitted by:

GOLDSMITH & GUYMON, P.C.

By: 
Dara J. Goldsmith, Esq.
Nevada Bar No. 4270
Peter Co, Esq.
Nevada Bar No. 11938
2055 Village Center Circle
Las Vegas, Nevada 89134
(702) 873-9500
Attorneys for Thu-Le Doan

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CLERK OF THE COURT

1 **CODE: AOS**
2 **GOLDSMITH & GUYMON, P.C.**
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguylaw.com
6 Peter Co, Esq.
7 Nevada Bar No. 11938
8 Email: pco@goldguylaw.com
9 2055 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 873-9500
12 Facsimile: (702) 873-9600
13 Attorneys for Thu-Le Doan,
14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the)
13 FUND FOR THE ENCOURAGEMENT OF) Case No. P-16-089638-T
14 SELF RELIANCE) Department PC1
15 An Irrevocable Trust.)

16 **AFFIDAVIT OF SERVICE**

17 STATE OF NEVADA)
18) ss.
19 COUNTY OF CLARK)

20 Peggy Guarino, being first duly sworn, on oath, according to
21 law, deposes and says:

22 I am and was, when the herein-described mailing took place, a
23 citizen of the United States, over 18 years of age, and not a party
24 to, nor interested in, the within action.

25 On this 6th day of October, 2016, I deposited in the United
26 States Mail at Las Vegas, Nevada, three (3) copies of the ORDER
27 SHORTENING TIME ON PETITION TO ASSUME IN REM JURISDICTION OF TRUST,
28 CONFIRM TRUSTEE AND TO MODIFY TRUST and the NOTICE OF ENTRY thereon,
each enclosed in a sealed envelope, mailed regular mail, upon which

1 first-class postage was fully prepaid, addressed to:

2 Thu-Le Doan
3 c/o Marshal Willick, Esq.
4 3591 E. Bonanza Rd.,
Suite 200
Las Vegas, NV 89110

5 Office of the Attorney General
6 Carson City Office
7 100 North Carson Street
Carson City, NV 89701

8 Office of the Attorney General
9 Attn: Barbara Cozens
100 North Carson Street
Carson City, NV 89701

10 and there is regular communication by mail between the place of
11 mailing and places so addressed.

12 I also filed the ORDER SHORTENING TIME ON PETITION TO ASSUME IN
13 REM JURISDICTION OF TRUST, CONFIRM TRUSTEE AND TO MODIFY TRUST (Filed
14 on 10/05/2016 and E-Served on 10/06/2016) and the NOTICE OF ENTRY
15 (Filed and E-Served on 10/06/2016) thereon, electronically via WIZNET,
16 the Court's electronic filing system, pursuant to EDCR 8.05, and
17 electronically served the following parties:

18 Joe Coppedge, Esq.
19 jcopp7116@gmail.com
Attorney for Doan L. Phung

20 These parties are deemed to have consented to electronic
21 service of all pleadings and other documents through their
22 registration with WIZNET, summons and subpoenas excepted.

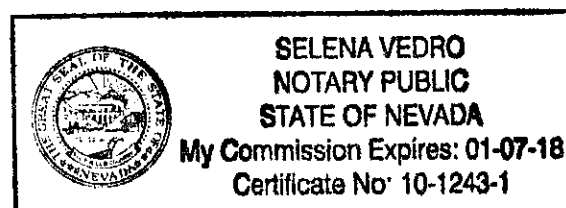
23 DATED this 6th day of October, 2016.

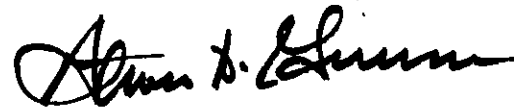
24 Peggy Guarino
25 Peggy Guarino PC

26 SUBSCRIBED AND SWORN to before me
this 6th day of October, 2016.

27 Selena Vedro
28 NOTARY PUBLIC in and for said
County and State.

W:\DJG\AT\1833-2 Doan\1833-2.FESR.aos1.wpd





CLERK OF THE COURT

1 CODE: ACSR
2 GOLDSMITH & GUYMON, P.C.
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguyllaw.com
6 Peter Co, Esq.
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13 Attorneys for Thu-Le Doan,
14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

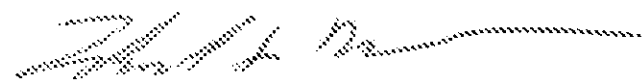
12 In the Matter of the)
13 FUND FOR THE ENCOURAGEMENT OF) Case No. P-16-089638-T
14 SELF RELIANCE) Department PC1
15 An Irrevocable Trust.)
16)

17 ACKNOWLEDGMENT

18 Office of the Nevada Attorney General hereby acknowledges
19 Service of the Order Shortening Time on Petition to Assume In Rem
20 Jurisdiction of Trust, Confirm Trustee and to Modify Trust and that
21 the hearing is shortened to October 14, 2016, at 9:30 a.m. in the
22 above captioned case.

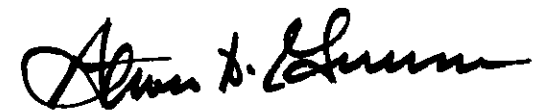
23 Dated this 7th day of October, 2016.

24 Office of the Attorney General



25 Edward L. Magaw, Esq. *Deputy AG*
26 555 E. Washington Ave., #3900
Las Vegas, NV 89101-6011

27 W:\DJG\AT\1833-2 Doan\1833-2.FESR.AG.acknowledgment.wpd
28



CLERK OF THE COURT

1 OBJ
2 L. Joe Coppedge, Esq.
3 Nevada Bar No. 4954
4 7116 Via Locanda Avenue
5 Las Vegas, Nevada 89131
6 (702) 265-4748
7 jcopp7116@gmail.com
8 Attorneys for Respondent, Doan L. Phung

DISTRICT COURT FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the

FUND FOR THE ENCOURAGEMENT OF
SELF RELIANCE,

An Irrevocable Trust.

CASE NO. P-16-089638-T

DEPT: PCI

DATE OF HEARING: 10/14/2016

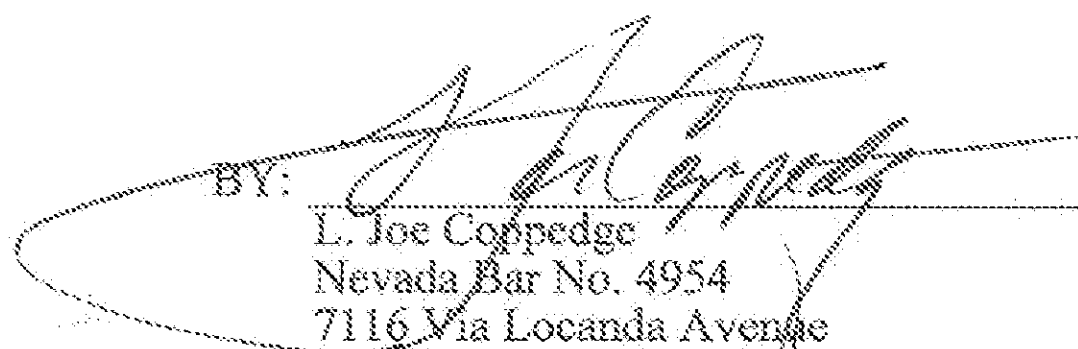
TIME OF HEARING: 9:000 A.M.

RESPONDENT'S OBJECTION TO PETITION TO ASSUME IN REM JURISDICTION OF
TRUST, CONFIRM AND TO MODIFY TRUST, REQUEST FOR DISCOVERY AND TO
CONSOLIDATE MATTERS

Respondent, Doan L. Phung ("Phung"), submits his Objection to Petitioner Thu-Le Doan's
Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust. This
Objection is based the papers and pleadings on file herein, the points and authorities attached
hereto, and any argument made by counsel at the hearing of the Petition. Respondent respectfully
requests that the Petition be denied, and that the Court require Petitioner to pay Respondent's costs
and attorney's fees.

DATED this 12 day of October, 2016.

BY:



L. Joe Coppedge
Nevada Bar No. 4954
7116 Via Locanda Avenue
Las Vegas, NV 89131

Attorneys for Respondent, Doan L. Phung

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

First in the divorce case, and now in the present matter, Petitioner Thu-Le has engaged in a systematic smear campaign filled with unsubstantiated and at times, false allegations, in order to prevail upon her agenda -- to split up the irrevocable charities and gain control of one charity for herself as if the charities were community properties.

II. Statement of Facts

Petitioner Thu-Le has made numerous false and misleading statements with the intention of causing the Court to have an adverse opinion of Dr. Phung. Generally, the allegations supporting Petitioner Thu-Le's requests for relief can be characterized as (1) Phung has made political donations in violation of the Trust Charters, and (2) Petitioner cannot work with Phung because the relationship has become very hostile. The first allegation is demonstrably false. As to the second allegation, to the extent there is any hostility, it is entirely one sided and rests solely with Petitioner Thu-Le.

In post-divorce proceedings before the Family Court, Petitioner Thu-Le first made the false claim that Dr. Phung violated the Marital Settlement Agreement ("MSA") by transferring large amounts of money. Knowing that Dr. Phung had not received personal service of a motion and that he would not be present, Petitioner convinced the Family Court to award Petitioner one of the two charities to herself. It took two years and several hearings for the Family Court to reverse itself, finally acknowledging it had no authority to divide the charitable trusts. Petitioner Thu-Le then filed motions for orders to show cause, while refusing to work at all as trustee of the charities, to falsely accuse Dr. Phung of sending contributions to the same recipients by sending multiple checks of \$5,000 "in direct evasion of the limitations in the MSA." This claim was proven to be false in

1 Family Court. Petitioner now apparently adopts a new false allegation in this Court – that Dr.
2 Phung has made political contributions from the charities in violation of the Charters.

3 First, Respondent respectfully submits that Petitioner never held a gainful job in the forty
4 years she was married to Respondent, except the job at PAI Corporation which Respondent created
5 and gifted her 51% as an expression of his love. In the 30 years existence of PAI Corporation, while
6 having the honorary title of Vice President, Petitioner never won any contract, never performed any
7 contract, and never wrote more than five “memos” per year. It was Respondent - who is a Phi Beta
8 Kappa graduate and earned three more advanced degrees, including a PhD in nuclear engineering
9 from Massachusetts Institute of Technology (MIT) - that earned millions of dollars by performing
10 work in nuclear engineering for tens of clients, including the Federal government. It was
11 Respondent who created the two charitable trusts to use the money to help the poor - the
12 Vietnamese American Scholarship Fund (VASF) and the Fund/Center for the Encouragement of
13 Self-Reliance (FESR/CESR). During the course of their marriage, Dr. Phung invited Petitioner
14 Thu-Le to be a trustor and trustee of both charities. Pursuant to Section Six of the charters, each
15 Trust could have as many as five trustees. Respondent and Petitioner being trustors could appoint
16 other trustees. Respondent did appoint two trustees for VASF, Messrs. John Schlatter and T. K.
17 Wright. After 22 years, these gentlemen resigned in 2011, and Petitioner Thu-Le has ignored
18 Respondent’s proposal to appoint new trustees per the requirement of Section Six of the Charters.
19 Similarly, since 2011 Petitioner Thu-Le has resisted Respondent’s proposal to appoint a third
20 trustee for the FESR/CESR in order for the trusts to function normally irrespective of animosity and
21 abandonment by Petitioner.
22
23
24

25 To better understand the history between the parties, Respondent reluctantly advises the
26 Court that Petitioner had an extramarital affair in 2010. Instead of accepting Respondent’s request
27 to seek counseling, Petitioner filed for divorce. In the marital settlement agreement (MSA)
28

1 prepared by her attorney, Kirby Wells, Respondent Phung agreed to give to Petitioner Thu Le close
2 to 51% of the community assets and Petitioner Thu-Le agreed to let Respondent "manage" the
3 VASF and FESR/CESR Trusts. However, immediately after the partition of the community assets,
4 Petitioner Thu-Le had a new idea, that of destroying Respondent by throwing him out of his own
5 company using her gifted 51% ownership, and attempting to divide VASF and FESR/CESR in
6 Family Court.

7
8 Further, and contrary to what Petitioner might have this Court believe, since the formation
9 of the Trusts, it was Respondent that did virtually all the work in using the money of the Trusts to
10 help the poor. Petitioner knew practically nothing and did practically nothing during the 27 years
11 VASF has been in existence while Respondent gave out awards to hundreds of students in
12 California, five hundred students and teachers in Vietnam, and endowments at MIT (MA), Florida
13 State University (FL), Pellissippi Community College (TN), Roane State Community College (TN),
14 Oak Ridge School Systems (TN), and the University of Nevada at Las Vegas (NV). Further, it was
15 Respondent who used funds from the VASF to help Sunflower Mission (TX) to build tens of
16 schools, and Social Assistance Program (CA) to provide orthopedic surgeries to hundreds of school
17 children. The list of Respondent Dr. Phung's work goes on and on while Petitioner Thu-Le has
18 done practically nothing in her job as trustee. Similarly, it was Respondent that represented
19 FESR/CESR to help the Vietnamese charity Trung Tam Khuyen Khich Tu Lap (TTKKTL) in
20 Petitioner's home town to provide micro-loans to 24,000 poor families since 1999. Petitioner Thu
21 Le knows a little about this work because it is her hometown that receives the benefit, but
22 Respondent has literally thousands of correspondences to show his work while Petitioner Thu-Le
23 just signed checks from time to time at the request of Respondent. Since 2011, following the
24 divorce, Petitioner Thu-Le has traveled to Vietnam to do some work for TTKKTL, but not for
25 FESR/CESR as she claims.

1 Having failed at Family Court after three years of litigation, Petitioner Thu-Le now turns to
2 this Court to request jurisdiction in rem to either divide the trusts or to give half of the funds of the
3 trusts into another trust in the name of Petitioner Thu-Le only. Without any evidence other than her
4 own verification, Petitioner claims that "Phung also makes donations to Vietnam on behalf of the
5 Trust, however some of his donations are made to political groups that are not viewed favorably by
6 the Vietnamese government." Petition, p. 3. Whether or not the recipient of trust donations is
7 viewed favorably by the Communist Vietnamese government is not the test. The test, as set forth in
8 the Charters and acknowledged by Petitioner Thu-Le is that "[n]o part of the Trust funds shall be
9 used to carry on propaganda or otherwise attempt to influence legislation, or to participate in any
10 political campaign." Respondent assures this Court that he has at all times been in compliance with
11 this standard. The records will show that:

- 13 * In 2011-2012, distributions were made to 41 recipients, with Petitioner Thu-Le's
14 approval because she signed most of the checks and wires. All recipients certified
15 that "we do not engage in any political activity, nor are we controlled by a
16 government agent."
- 17 * In 2012-2013 distributions were made to 48 recipients. Petitioner Thu-Le neglected
18 her duties and declined to do any work, nor did she nominate another trustee. All
19 recipients certified that "we do not engage in any political activity, nor are we
20 controlled by a government agent."
- 21 * In 2013-2014, distributions were made to 44 recipients. Petitioner Thu-Le neglected
22 her duties and declined to do any work, nor did she nominate another trustee. All
23 recipients certified that "we do not engage in any political activity, nor are we
24 controlled by a government agent."
- 25
- 26
- 27
- 28

- 1 ♦ In 2014-2015, distributions were made to 54 recipients. Petitioner Thu-Le neglected
2 her duties and declined to do any work, nor did she nominate another trustee. All
3 recipients certified that "we do not engage in any political activity, nor are we
4 controlled by a government agent."
- 5 ♦ In 2015-2016, distributions were made to 63 recipients. Petitioner Thu-Le neglected
6 her duties and declined to do any work, nor did she nominate another trustee. Nor
7 did she nominate another trustee. All recipients certified that "we do not engage in
8 any political activity, nor are we controlled by a government agent."
- 9 ♦ This year, 2016-2017, applications are being accepted. Petitioner Thu-Le does not
10 only refuse to help reviewing more than 60 expected applications, but is petitioning
11 this Court to divide the irrevocable trusts so that she may have control of 50% . She
12 also takes action to stop Respondent from meeting with and appointing Ms. Holly
13 Ngo as a trustee per right of Respondent by virtue of Section Six of the charters,
14 after Respondent warned her for many years that a third trustee is needed to let the
15 trusts move on beyond her petty harassment.
16 17

18 It is disingenuous for Petitioner Thu-Le to claim she does work in Vietnam for VASF and
19 FESR/CESR in the past few years while in fact all agreements she signed with the government of
20 Communist Vietnam are for TTKKTL of which she is chairperson. It is also disingenuous when she
21 claims, without proof, that the police interviewed her and asked about the activities of Dr. Phung
22 and she is afraid for her safety. Further, she has used FESR/CESR money for extended trips to
23 Vietnam and for providing special attention to the village of Niem Pho where her paramour was
24 from. On the other hand, Respondent, while doing all of the work for VASF in the past 27 years
25 and most of the work for FESR/CESR for the past 20 years, has not used as much as \$2000 in all of
26 his travels, time and postage.
27 28

1 Notwithstanding her allegations, it has been and remains Dr. Phung's practice to provide
2 Petitioner Thu-Le with funds for her suggested donations if she provides supporting documentation
3 for the trustees' review and comment. He always does the same as a matter of good business
4 practice. For example, for the donations made in 2015, Dr. Phung provided Petitioner Thu-Le with
5 files of "close to 50 reviews and distributions" supporting the donations he made. See electronic
6 mail dated December 20, 2015, Ex. A. Moreover, Dr. Phung expressly stated, "All distributions are
7 \$5,000 or less from VASF and/or FESR." *Id.* If Plaintiff merely did her job as a co-trustee and
8 reviewed the documentation that Dr. Phung provided, she would know that none of the donations
9 were made in violation of the Trust documents.
10

11 Moreover, in his continuing efforts to work amicably with Petitioner Thu-Le, Dr. Phung has
12 called multiple meetings, all to take place at the public library at Buffalo & Cheyenne to address
13 specifically identified charity matters. See, for example electronic mail dated November 8, 2015,
14 Ex. B. For Petitioner Thu-Le to imply that Dr. Phung has threatened her or that he would harm her
15 in any way is false. Dr. Phung's efforts to work with Petitioner Thu-Le have been constant and
16 respectful. He has invited Petitioner Thu-Le to meet with him in a public place on multiple
17 occasions to discuss charity business. Each time, she has declined. The question to be asked of
18 Petitioner Thu-Le is how she knows she cannot work with Dr. Phung if she simply refuses to try.
19 He has provided her with all of the documentation supporting donations made by him. She has
20 failed to reciprocate. If anything, it is Thu-Le who is derelict in her duties as trustee, as she is the
21 one who has created all animosity after the divorce by filing multiple, baseless motions. She has
22 declined to provide him with documentation supporting requested donations and apparently, is the
23 one who wishes to self-deal in violation of Section Two of the charters.
24
25

26 These facts are supported by electronic correspondence between the parties. Given the
27 shortened time in which Respondent must respond to the Petitions, he is unable to provide all
28

1 electronic correspondence. However, a brief sample demonstrates that any animosity emanates
2 from only Petitioner. It was Petitioner Thu-Le, and not Dr. Phung, who wrote that she "cannot
3 work with you amicably on anything . . ." See electronic mail dated December 20, 2015, Ex. A.
4 As a continuing example of his willingness to continue to work with Petitioner Thu-Le regarding
5 the charities, Dr. Phung wrote, "Again, if you wish to discuss FESR business, I am available at any
6 time. We need to meet or talk or write before the end of the year. I also continue to invite you to
7 be a trustee of IVNF per your written condition as attached." See electronic mail dated December
8 20, 2015, Ex. A. Any statement that Dr. Phung has refused to work with Thu-Le or that he has
9 been hostile to her is false, and Plaintiff knows it.
10

11 Moreover, and contrary to Petitioner Thu-Le's distortion that Dr. Phung only has
12 "investment management powers," Petitioner Thu-Le agreed in the MSA that Dr. Phung would
13 "manage" the charity accounts. See MSA, Section 14.1. Plaintiff's allegation that Dr. Phung is
14 refusing to let Thu-Le send any money to charities is another in the long line of factual distortions.
15 As the manager of the charity accounts, Dr. Phung has required, not only of Thu-Le, but also of
16 himself, that any donation be documented before a check is written. It is almost unfathomable why
17 Thu-Le would object to such a mutual requirement, as it is a sound business practice, and protects
18 both parties should either of the charities ever be audited. The truth is that Dr. Phung promptly
19 wired the \$4000 to TTKKTL requested by Thu-Le in 2015 when the request had been properly
20 documented. For her to claim otherwise is another false statement proffered by the Petitioner Thu-
21 Le to mislead the Court.
22
23

24 The facts are clear. Dr. Phung has at all times acted in good faith and in compliance with
25 the MSA and Trust Charters regarding donations. Dr. Phung has gone out of his way to be
26 courteous to and cooperative with Petitioner Thu-Le with respect to discharging mutual duties as
27
28

1 trustees of these irrevocable trusts. Respondent requests that this Court deny the Petition and award
2 Respondent his costs and attorney's fees.

3 **III. The Court should schedule an evidentiary hearing and establish a discovery**
4 **schedule.**

5 Pursuant to EDCR 4.17(a), "[i]n contested matters before the probate commissioner
6 involving disputed issues of material fact, the probate commissioner shall set an evidentiary hearing
7 and a discovery schedule after receiving input from the attorney . . ." Respondent respectfully
8 requests that this Court schedule establish a discovery schedule and schedule an evidentiary
9 hearing.
10

11 **IV. The matters involving the charitable trusts should be consolidated.**

12 Petitioner has filed two separate matters involving the Trusts. In the interest of judicial
13 economy, Respondent respectfully requests that this Court exercise its discretion, and consolidate
14 the matters with the matter bearing the lowest number.
15

16 **V. Conclusion**

17 Dr. Phung has at all times performed in compliance with the MSA and Trust documents.
18 Thu-Le now seeks to divide the irrevocable trusts as if they were community assets, in violation of
19 Sections Two, Six and Nine of the Charters. Respondent requests that the Petition be denied, that he
20 be awarded his attorney's fees and costs for having to respond to the Petitions.

21 DATED this 12 day of October, 2016.

22
23 BY: 

24 L. Joe Coppedge, Esq.
25 Nevada Bar No. 4954
26 7116 Via Locanda Avenue
27 Las Vegas, NV 89131
28 (702) 265-4748

Attorney for Respondent Doan L. Phung

VERIFICATION

State of Nevada)

Country of Clark)

I, Doan Phung, am the Respondent in the above referenced matter. I have read the foregoing Objection, have personal knowledge of the facts contained therein, and unless stated otherwise, the factual averments contain therein are true and correct to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.

I make this declaration under penalty of perjury.

Dated this ____ day of October, 2016

Doan L. Phung

¹ Dr. Phung was out of town and traveling during the preparation of this Objection. Respondent will provide a signed verification upon his return.

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 15th day of October, 2016, I served a true and correct copy of the foregoing **RESPONDENT'S OBJECTION TO PETITION TO ASSUME IN REM JURISDICTION OF TRUST, CONFIRM AND TO MODIFY TRUST, REQUEST FOR DISCOVERY AND TO CONSOLIDATE MATTERS** as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☒ via electronic means by operation of the Court's electronic filing system, upon each party in this case who is registered as an electronic case filing user with the Clerk;
- ☐ via hand-delivery to the addressees listed below;
- ☐ via facsimile;
- ☐ by transmitting via email the document listed above to the email address set forth below on this date before 5:00 p.m.(PST/PDT)

Dara J. Goldsmith
dgoldsmith@goldguylaw.com
Peter Co
pco@goldguylaw.com
Goldsmith & Guyman, P.
2055 Village Center Circle
Las Vegas, Nevada 89134

BY 

Exhibit A

Tisha Wells

From: Marshal Willick
Sent: Sunday, December 20, 2015 12:52 PM
To: Tisha Wells
Subject: FW: FESR and VASF business
Attachments: Ai Na - Final challenge -2000.docx; A Lưới-Quảng Hợp.docx; A Lưới-Quảng Thọ.docx; Anh
Đào - Thủ Đức.docx; Bạt Nhà Nông.docx; Bảo Bảo.docx; Bạtrang.docx; Bích và Bầu
Bạt.docx; Búp Sen Hồng.docx; Cầm Diệc.docx; Cảnh Buồm 15-11-17.docx; Dân Sinh Quảng
Trị.docx; Du Ca VIET.docx; GISTK.docx; GSMDM-GOOD SAMARITAN MEDICAL AND
DENTAL MINISTRY.docx; Happier.docx; Hội Từ Bi Quan Thế Âm-rev.docx; HT - Huế
Thương - Hình Thế.docx; Hướng Đạo Drayling Dakkak.docx; Hướng Đạo- Hướng
Nghĩa.docx; Hướng Thiện Đà Nẵng.docx; Interface francophone (IF).docx; Lá Xanh -
Huế.docx; Linh Quang.docx; Nhóm Nghiên Cứu Trẻ - Huế.docx; NOVAL-DFW.docx; Nụ Cười
- Bình Thạnh HCMC.docx; PALG-Protection Against Land Grabbing.docx; People Serving
People Foundation -Thailand.docx; Phu Huynh Mau Giao Thuy Bieu.docx; Sách và Hạnh
Động.docx; SAP-VN.docx; Sinh Viên PSXH.docx; Sunflower Mission - Texas.docx; SUSDEC -
final final.docx; Thanh Niên Đại Việt.docx; THÀNH TÂM.docx; Thiện Đức.docx; Thương Xích
Lô.docx; Tinh Thân -THU DUAN vayvon 2015.docx; Training Institute for Minorities.docx; Trẻ
em tự kỷ.docx; TSGTGD - Tủ sách Giải Trí Giáo Dục.docx; Tương Lai-Saigon.docx; Văn Sen
Quảng Bình.docx; Viet Hope.docx; VINH SkaN.docx; VTEKT.docx

For our motion.

Marshal S. Willick

From: Doan Thu-Le [mailto:doanthule@yahoo.com]
Sent: Sunday, December 20, 2015 10:54 AM
To: Doan Phung
Cc: Marshal Willick
Subject: Re: FESR and VASF business

Doan,

The documents you sent are not what I asked for. All I need is the list with all information that highlighted from my email below. You should have that list by now since you already requested Fidelity to send lots of money to them.

As for the organizations/programs that I requested you to contribute \$5,000 each (and you denied my requests), you do have all information through the monthly reports from TTKKTL. I also have all documents on file. You know the programs that I created and started in Hue through TTKKTL in the last few years very well since you are also the member of the Board for TTKKTL in Hue and you talked about all its programs through the interview with the Radio Free Asia and published the article about your interview in RFA and in Bauxite recently.

Thu-Le

Doan Thu-Le <doanthule@yahoo.com>
To Doan Phung
CC Marshal Willick
Dec 16 at 7:24 PM
Doan,

I got notices from Fidelity Investments that you wired money from VASF and FESR accounts to more than 35 organizations and/or individuals in the last few weeks. To many organizations and/or individuals, you sent twice, \$5,000 from VASF and \$5,000 from FESR for the total of \$10,000 to the same organization and/or individual.

Please send me a list of all organizations and/or individuals that you sent the money to, including the name/address, its activities, amount of money, and from which foundation's fund.

Thank you.

Thu-Le
VASF/FESR Trustee

On Sunday, December 20, 2015 3:55 AM, Doan Phung <doanphung2@gmail.com> wrote:

Thu-Le:

This is FESR and VASF business.

Since October 20, 2015, I have asked you to review applications of organizations that would like to accept our challenges. I have also asked you to meet to discuss the charities's business, in October, then in November 2015.

You did not do any review. You wrote you would not meet any time any place. You refused to do the duties of a trustee.

Please note that TTKKTL is only one of the more than 50 organizations that we have been working with in the past 20 years. It happens to be in your hometown where you have special interests. But it is not FESR. Any money sent to it must be documented.

Since you did not do anything for FESR and VASF this year, I have done all the work, and I did not charge a penny. I even used my own money to do the work when receipts and documentation would take more of my time.

Enclosed for your information are close to 50 reviews and distributions. All distributions are \$5000 or less from VASF or FESR.

Let us be amicable for the benefit of the goals we started out with 45 years ago.

DoanLPhung

Tisha Wells

From: Marshal Willick
Sent: Sunday, December 20, 2015 3:44 PM
To: Tisha Wells
Subject: FW: Request to send money to TTKKTL in Hue-VN and to VA-NGO Network

Marshal S. Willick

From: Doan Thu-Le [mailto:doanthule@yahoo.com]
Sent: Sunday, December 20, 2015 12:18 PM
To: Doan Phung
Cc: Marshal Willick
Subject: Re: Request to send money to TTKKTL in Hue-VN and to VA-NGO Network

Doan,

As I told you many times in the last few years, with you degrading attitude toward me, I cannot work with you and especially be alone with you because I fear for my safety. During our marriage, you used to have bad temper and abusing behavior, and I never forgot what you told me in 2010-2011, more than once, that you can kill and even the judge will sympathize with the "crime of passion". In 2011, during the time that we were discussing about the divorce, you invited me out on our wedding anniversary for a surprised dinner show, it was the "Marriage Can Be Murder" show. I was scared of you since. Then recently you told the Court that you were not yourself because you did not take the daily nap therefore, you were not responsible for what you agreed to settle during the mediating meeting and that you also were "foggy" during the hearing, that makes me question about your sound mind.

You should not talk about "self dealing" since you were the one that used VASF, FESR, and PAI funds to fund your own charity foundation twice and without my knowledge until I found out and put a stop to it through the legal system. The first time you did it in 2010, you promised to pay me back a portion of the money that you took from PAI if we decided to get divorce but refused keep your promise and told me that I will have to sue you for it. You also using VASF/FESR funds to contribute to the programs in your own village for many years.

I mention the above so that you know the reasons why I just cannot work with you amicably on anything and why I have to seek the legal system to protect my right.

Thu-Le

On Sunday, December 20, 2015 3:12 AM, Doan Phung <dip_vasfcesr@gmail.com> wrote:

Thu-Le:

This is FESR business.

I have sent \$4,000 to TTKKTL because I have documentation from you that you used FESR as a vehicle to help TTKKTL do work for some of your friends to help the needy.

As to other items, I need documentation. I cannot write more even as I like to, because your attorney has threatened me with "cease and desist"!

What a pity!

Please use your common sense regarding suing in FESR matter. Please note the "no self dealing" clause. While I have no choice but hiring lawyers to respond to your lawsuits, you would want to be smart by continuing to use the contingency fee approach. Once you get sucked into lawsuits, it would be bills after bills. They will find all kinds of opportunities to charge you. I am sorry you chose that route instead of being amicable as we first planned to.

Again, if you wish to discuss FESR business, I am available at any time. We need to meet or talk or write before the end of the year. I also continue to invite you to be a trustee of IVNF per your written condition as attached.

Doan L Phung

On Sat, Nov 21, 2015 at 7:58 PM, Doan Thu-Le <doanthule@yahoo.com> wrote:

Doan,

1) Enclose is the proof of the deposits to the CESR's Fidelity account of the total of \$4,000.00 for Warm Clothes project. For the last few years, I asked for the contributions from friends to support the Warm Clothes Project for poor children in Hue, VN with the assistance from the TTKKTL-Hue. You acknowledge and credit this program in your documents that you sent to the public for your annual grand givings in August 15, 2015. You also had the information about this program through the monthly reports from the TTKKTL-Hue. Please send the \$4,000 to TTKKTL so that they can pay for the 10,000 winter jackets to distribute to the poor children during the winter time in Hue, VN.

2) As for the 2 others programs that I requested you to send the money of \$5,000 each for the swimming lessons for children and the toilets for public markets programs in Thua Thien Province, VN., you also acknowledge and credit these 2 programs in your documents that you sent to the public for your annual grand givings in August 15, 2015. You also had the information about this program through the monthly reports from the TTKKTL-Hue.

3) The third programs that I requested you to send \$5,000 to the VA-NGO Network is for the training that VA-NGO Network conducted yearly for the medical staff and the kindergarten teachers on First Aid and for the teacher college students on the capacity building that I actively participated as a trainer in Ho Chi Minh city and in Hue city each time I went back to VN. VA-NGO Network does not try to "use the backdoor route" to get the contribution from FESR as you accused them of. This is a great program that VA-NGO Network is successfully operated twice a years for the last 10 years that help thousands of people in VN in healthcare and early childhood education. All listed in the Network website:

[VA NGO Network 2015 Spring Training Program – February and March 2015 | VA NGO Network](#)

VA NGO Network 2015 Spring Training Program –

February and March 2015 | VA NGO Network

Advance Registration Required at Join the Trainings ENGLISH

TRAINING WORKSHOP

View on www.dliv.va-ngo.org

Preview by Yahoo

Therefore, I respectfully request again that you send the money to (1) TTKKTL for the item #1 above, (2) TTKKTL for the item #2 above and (3) the VA-NGO Network for item #3 above as soon as possible. If you still refuse to do as my request then I do not have any choice but seeking the legal course to assure of my legal right to use the charity funds for charity work according to the guideline from the foundations' charters and from the MSA.

Thu-Le,
Trustee of VASF and FESR

On Tuesday, November 17, 2015 11:46 PM, Doan Thu-Le <doanthule@yahoo.com> wrote:

Doan,

I do not trust you and will not have a meeting with you alone at anytime and/or anyplace.

In lieu of the meeting, below are my answers to the 3 items that you want to discuss:

1) Since we are in the middle of litigations, I do not want to put anyone in the middle of our legal battles. Therefore, I do not nominate anyone to be the third trustee of VASF and FESR, not until all of our differences on the charity foundations' issues are finally settled by mutual agreement or by the Court.

2) As I told you repeatedly, the annual VASF/FESR grants is your own program and I have no part on it. You can give some fund to any charity organization you choose as long as you follow the guidelines of the VASF/FESR charters as well as the terms in the MSA. Also do not give funds from FESR to any of the BP-SOS since it might politically effect some of the charity programs that I am doing in Vietnam. By the same token, I request you not to interfere with some of the programs that I established in the last few years in Hue, Vietnam through the VASF/FESR funds and under the guideline of the foundation charters and of the MSA.

3) As for the investment on the charity funds, I request to let Fidelity manages both VASF and FESR funds, preferably to invest in the safe mutual funds.

Thu-Le

On Sunday, November 8, 2015 12:28 AM, Doan Phung <doanphung2@gmail.com> wrote:

Thu Le:

There are lots of things to do as trustees of VASF and FESR. I missed you the last time when the meeting was called more than a month in advance, and reminded again just a week before the meeting.

I am now calling for a meeting on November 19 or 20, at the Buffalo + Cheyenne library, between 2 pm and 4 pm. You can select a day that is convenient for you.

Please do not listen to lawyers who claim they can split these charities for you. There is the "no self dealing" clause in it. The sharks would promise you anything so long as you give them your check book. Or you believe their claim that they could make me pay for their persecuting me maliciously.

At the meeting we will discuss the following items:

1. Nominate a capable person to be the third trustee of VASF and FESR.
2. Finalize your and my reviews of the applications for fund this year. I would like to come to a decision to distribute the money before December 15, not waiting until the last week as we always did.
3. Determine how we are investing the funds because they are now mostly in cash. Uncertainties seem to have lifted with the Fed being likely to lift interest rate this December. Historically, stocks increase in values in November -December.

Please make a note of the meeting and tell me what day is convenient for you.

You asked me to send money to 2-3 places. Please send documentation, as I do not send money without documentation. As to VA-NGO, I object to them not to follow the announcement of the program, but try to use a back door route. In the case of FHF, I have

documentation, done for Jenny Do who will shortly die due to Stage 4 cancer.

Thank you for your attention.

DoanLPhung

This email is confidential between the sender and the receiver. It is forbidden for any third party to use it against the sender or receiver.

Exhibit B

On Sunday, November 8, 2015 12:28 AM, Doan Phung <doanlphung2@gmail.com> wrote:

Thu Le:

There are lots of things to do as trustees of VASF and FESR. I missed you the last time when the meeting was called more than a month in advance, and reminded again just a week before the meeting.

I am now calling for a meeting on November 19 or 20, at the Buffalo + Cheyenne library, between 2 pm and 4 pm. You can select a day that is convenient for you.

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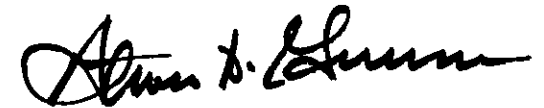
At the meeting we will discuss the following items:

1. Nominate a capable person to be the third trustee of VASF and FESR.
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3. Determine how we are investing the funds because they are now mostly in cash. Uncertainties seem to have lifted with the Fed being likely to lift interest rate this December. Historically, stocks increase in values in November -December. Please make a note of the meeting and tell me what day is convenient for you.

You asked me to send money to 2-3 places. Please send documentation, as I do not send money without documentation. As to VA-NGO, I object to them not to follow the announcement of the program, but try to use a back door route. In the case of FHF, I have documentation, done for Jenny Do who will shortly die due to Stage 4 cancer.

Thank you for your attention.

DoanLPhung



CLERK OF THE COURT

CODE: RPLY
GOLDSMITH & GUYMON, P.C.
Dara J. Goldsmith, Esq.
Nevada Bar No. 4270
Email: dgoldsmith@goldguylaw.com
Peter Co, Esq.
Nevada Bar No. 11938
Email: pco@goldguylaw.com
2055 Village Center Circle
Las Vegas, Nevada 89134
Telephone: (702) 873-9500
Facsimile: (702) 873-9600
Attorneys for Thu-Le Doan,
Trustor of the FUND FOR
THE ENCOURAGEMENT OF SELF RELIANCE

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the)	
)	Case No. P-16-089638-T
FUND FOR THE ENCOURAGEMENT OF)	Department PC1
SELF RELIANCE)	
)	
An Irrevocable Trust.)	

PETITIONER'S REPLY TO OBJECTION TO PETITION TO ASSUME IN REM
JURISDICTION OF TRUST, CONFIRM AND TO MODIFY TRUST, REQUEST FOR
DISCOVERY AND TO CONSOLIDATE MATTERS

DATE: October 14, 2016
TIME: 9:00 a.m.

COMES NOW, Thu-Le Doan ("Petitioner"), by and through counsel,
Dara J. Goldsmith, Esq. and Peter Co. Esq., of the law firm of
Goldsmith & Guymon, P.C. ("Trust Counsel"), and respectfully submits
her Reply to the Objection to Petition to Assume In Rem Jurisdiction of
Trust, Confirm and Modify Trust, Request for Discovery and to Consolidate

...

...

...

...

...

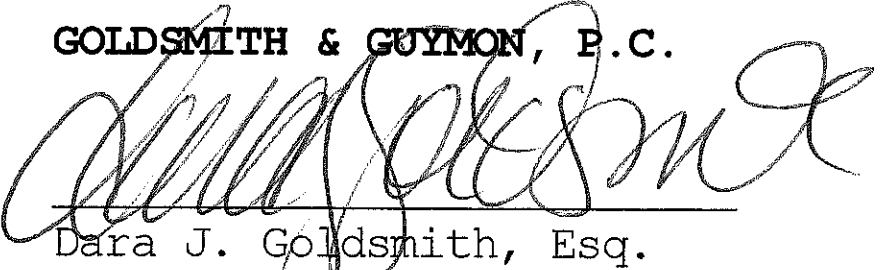
\$537.50

Ok per
Peter Co

Matters ("Reply"). Said Reply is made and based on the following Points and Authorities and Oral Arguments at the hearing thereon.

DATED this 13th day of October, 2016.

GOLDSMITH & GUYMON, P.C.


Dara J. Goldsmith, Esq.
Nevada Bar No. 4270
Peter Co, Esq.
Nevada Bar No. 11938
2055 Village Center Circle
Las Vegas, NV 89134
(702) 873-9500
Attorneys for Thu-Le Doan

POINTS AND AUTHORITIES

LEGAL ARGUMENT

A. Due to irreconcilable differences, these two parties cannot effectively administer the Charitable Trusts. As such, the Court should accept jurisdiction and either terminate or modify the Trust to allow effective administration and accomplishment of the charitable goals.

Respondent Doan L. Phung's ("Phung") objection exhibits precisely why this Court needs to assume jurisdiction and either terminate or modify the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE ("Trust"). Phung's Objection makes numerous irrelevant statements regarding the Family Court proceeding, Petitioner's involvement in management of the Trust, and generalized attacks on Petitioner's character. The Objection essentially places the blame for these differences on Petitioner for not working with Phung. See Phung's Objection, Page 7, Line 11-25. However, the root cause of this breakdown is ultimately immaterial. What matters is that these differences exist and that they impede the charitable goals of the Trust.

The impediments to the administration of the Trust's charitable goals require the relief requested in the original petition. As noted in the Petition, the Trust was not divided in the divorce proceedings. The MSA

1 gave Phung management powers over the Trust assets. Phung admits he has
2 employed this power in such a way as to put strings on the proposed
3 donations by Petitioner. See Phung's Objection, Page 7, Line 1-3. Further,
4 the existence of animosity between the parties is clear based on the four
5 year litigation surrounding the divorce. Because of this, the goals of the
6 trust are not being accomplished and the original petition should be
7 granted.

8 B. **There are no disputed issues of material fact, and thus no reason to**
9 **schedule and evidentiary hearing**

10 Phung asserts that discovery and an evidentiary hearing is required.
11 Phung cites to EDCR 4.17(a), which provides "In contested matters before
12 the probate commissioner involving disputed issues of material fact, the
13 probate commissioner shall set an evidentiary hearing date and a discovery
14 schedule after receiving input from the attorneys for the parties and any
15 unrepresented parties." Here, there is no issue of material fact to be
16 resolved. The business used to fund the Trust was community property. It
17 was divided pursuant to the Master Settlement Agreement ("MSA"). See
18 Exhibit C to the Petition, at Section 4.0 [Division of Community Property].
19 Petitioner received 51% of the business. *Id.* That characterization was
20 never disputed in more than four years of family court litigation.¹
21 Further, there is no dispute that Petitioner is the Co-Trustee of the
22 Trust, that she has the authority to make certain distributions from the
23 Trust for charitable purposes.

24 Phung assert there are issues of material fact that this court needs
25 to resolve. The issues he identifies are irrelevant. Whether the Petitioner
26 took an active role in managing the Trust or whether she failed to exercise

27 ¹Indeed, Phung acknowledged that in his Objection. See Phung's
28 Objection, Page 4, Line 3.

1 discretionary authority as Co-Trustee is only relevant to show Petitioner's
2 inability to work with Phung. Otherwise, it is irrelevant. What matters is
3 that Petitioner is Co-Trustee. Beyond showing the existence of animosity
4 between the parties, the Family Court proceeding after the decree of
5 divorce is irrelevant. The ultimate finding was that the Family Court
6 lacked jurisdiction over the Trust, which has no bearing on the current
7 matter. Finally, to what extent either party is at fault for the breakdown
8 in cooperation is not an issue of material fact.

9 Ultimately there are no issues of material fact that this court needs
10 to resolve. Thus, there is no need for an evidentiary hearing or further
11 discovery.

12 CONCLUSION

13 Phung makes numerous irrelevant statements in his Objection. However,
14 there are ultimately no questions of material fact that need to be
15 resolved. The assets involved are community property and Petitioner is co-
16 trustee of the Trust. Furthermore, there are irreconcilable differences
17 between the parties that impedes the charitable goals of the Trust to the
18 extent that it justifies this Court assuming jurisdiction of this trust and
19 either terminating or modifying the Trust.

20 **WHEREFORE**, Petitioner prays:

21 (1) That this Court deny Phung's Objection to Petition to Assume In
22 Rem Jurisdiction of Trust, Confirm and Modify Trust, Request for Discovery
23 and to Consolidate Matters;

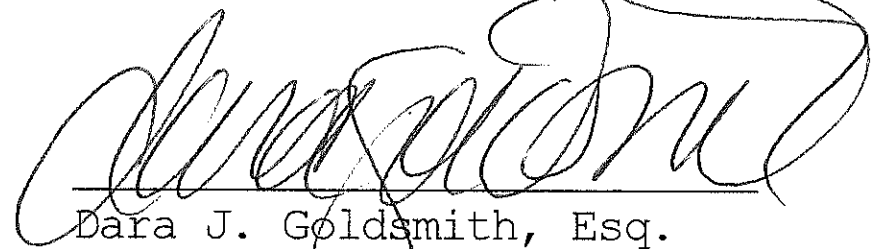
24 (2) That this Court enter an Order approving Petitioner's Petition
25 to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify
26 Trust; and

27 ...
28

1 (3) For such other and further relief as the Court deems just and
2 equitable in the premises.

3 DATED this 13th day of October, 2016.

4
5 **GOLDSMITH & GUYMON, P.C.**

6 

8 Dara J. Goldsmith, Esq.

9 Nevada Bar No. 4270

10 Peter Co, Esq.

11 Nevada Bar No. 11938

12 2055 Village Center Circle

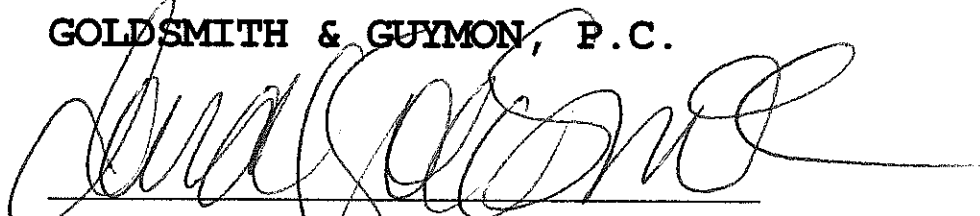
13 Las Vegas, NV 89134

14 (702) 873-9500

15 Attorneys for Thu-Le Doan

16 Submitted by:

17 **GOLDSMITH & GUYMON, P.C.**

18 

19 Dara J. Goldsmith, Esq.

20 Nevada Bar No. 4270

21 Peter Co, Esq.

22 Nevada Bar No. 11938

23 2055 Village Center Circle

24 Las Vegas, NV 89134

25 (702) 873-9500

26 Attorneys for Thu-Le Doan

27 W:\DJG\AT\1833-2 Doan\1833-2.reply.objection.pet confirm trust.FESR.wpd

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**Probate -
Trust/Conservatorships**

COURT MINUTES

October 14, 2016

P-16-089638-T In the Matter of the Trust of:
Fund for the Encouragement of Self Reliance

October 14, 2016 9:30 AM Citation

HEARD BY: Yamashita, Wesley **COURTROOM:** RJC Courtroom 03F

COURT CLERK: Sharon Chun

PARTIES:

Doan Phung, Respondent, present

L. Joe Coppedge and Michael Mushkin,
Attorneys, present

Fund for the Encouragement of Self Reliance,
Trust, not present

Thu Le Doan, Petitioner, present

Dara Goldsmith and Peter Co, Attorneys,
present

JOURNAL ENTRIES

- PETITION TO ASSUME IN REM JURISDICTION OF TRUST, CONFIRM TRUSTEE AND TO MODIFY TRUST

COMMISSIONER ADVISED he will hear both cases together at this time:

P089637 - Vietnamese American Scholarship Fund and

P089638 - Fund For the Encouragement of Self Reliance together.

ALSO PRESENT at Ms. Goldsmith's table: Marshal Willick, Esq., Thu Le Doan's primary counsel in the other case that was raised in the Opposition.

COMMISSIONER NOTED he has read everything and is aware of the position of both sides.

COMMISSIONER ALSO NOTED there is the principle of decanting and ADVISED that this Court can make irrevocables, changeable, upon proper conditions and proper reasons why.

COMMISSIONER STATED that it appears the administration of the Trusts are at a loggerhead and

PRINT DATE:	11/02/2016	Page 1 of 3	Minutes Date:	October 14, 2016
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

AA 000842

the parties cannot function together to accomplish the goals of the Trusts. COMMISSIONER INQUIRED why the parties do not split, decant, and control their own Trust?

Mr. Mushkin, Mr. Coppedge, and Ms. Goldsmith argued in support of their moving papers. Mr. Mushkin requested an evidentiary hearing set.

COMMISSIONER RECOMMENDED a Report and Recommendation to issue as to the following:

COMMISSIONER FINDS AND RECOMMENDS:

- 1) This Court takes jurisdiction of both of these Trusts.
- 2) This Court will recognize and confirm Trustees.
- 3) Because of the administrative issues, the functional purposes of the Trusts really cannot be accomplished and is unworkable. In order to be able to accomplish and not to have to worry about what each side is doing and that each side may or may not be over-controlling, there is sufficient reason and it is appropriate, to DECANT INTO A NEW ONE ON MS. GOLDSMITH'S SIDE AND MR. MUSHKIN'S SIDE MAY MAKE A CHOICE ON THE DECANT OR TO RETAIN THE OLD ONE.

COMMISSIONER ADVISED that both sides need an understanding that if one side does something that violates the Charter, so to speak, and causes a tax effect upon the other party, they are to indemnify and to make good if it does come about.

Ms. Goldstein inquired if the Court will put into effect that no action will be taken by each other. Mr. Mushkin requested \$16 Million Dollar bond set because that is what is in the Trusts right now. Mr. Mushkin reiterated that if the Court were to take evidence it would show that all of the work, all of the time, for all of the Trusts, has been done by his client and the participant has been a passive participant. He also noted that applications for scholarships are waiting and if stopped, then no charitable purpose can take place; that is not appropriate.

COMMISSIONER RECOMMENDED, if these are legitimate scholarships, they ought to be continuing. Ms. Goldsmith stated she thought they could make determinations by reviewing the scholarship applications. COMMISSIONER ADMONISHED parties that given the direction right now, they are to use all caution. As of this point, if they wish to grant any scholarships, it may ultimately be split out of Dr. Phung s half. COMMISSIONER STATED they are encouraged to look at it and if there is to be a continuation of genuine scholarships, that part needs to be examined.

Mr. Mushkin reiterated his bond inquiry. COMMISSIONER ADVISED that as to anything of another nature, he cannot issue any kind of injunction without some type of bond and queried if the parties can work together or if the Court will have to require a substantial bond in the interim. Ms. Goldsmith reiterated they will try to reach an agreement if all pending scholarship applications are forwarded to her client for review. She suggested that all scholarship distributions are allocated from

PRINT DATE:	11/02/2016	Page 2 of 3	Minutes Date:	October 14, 2016
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AA 000843

Dr. Phung's half of the charitable trusts.

COMMISSIONER RECOMMENDED that at this point, the scholarship program continues, upon which they must agree. COMMISSIONER FURTHER RECOMMENDED that Dr. Phung is to provide a copy of all applications to Ms. Goldsmith's client for an honest and impartial review as to acceptability. Mr. Willick requested all applications sent to Ms. Goldsmith's office, not to his office. Mr. Mushkin noted his agreement.

Ms. Goldsmith confirmed she will prepare the two Reports and Recommendations since there are the two cases. Mr. Mushkin inquired if the two cases should be consolidated. Following a brief discussion, COMMISSIONER RECOMMENDED the two Trusts should be kept separate.

INTERIM CONDITIONS:

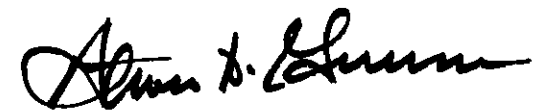
FUTURE HEARINGS:

Canceled: November 04, 2016 9:30 AM Citation

PRINT DATE:	11/02/2016	Page 3 of 3	Minutes Date:	October 14, 2016
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AA 000844



CLERK OF THE COURT

1 **CODE: AOS**
2 **GOLDSMITH & GUYMON, P.C.**
3 Dara J. Goldsmith, Esq.
4 Nevada Bar No. 4270
5 Email: dgoldsmith@goldguylaw.com
6 Peter Co, Esq.
7 Nevada Bar No. 11938
8 Email: pco@goldguylaw.com
9 2055 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 873-9500
12 Facsimile: (702) 873-9600
13 Attorneys for Thu-Le Doan,
14 Trustor of the FUND FOR
15 THE ENCOURAGEMENT OF SELF RELIANCE

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the)
13 FUND FOR THE ENCOURAGEMENT OF) Case No. P-16-089638-T
14 SELF RELIANCE) Department PC1
15 An Irrevocable Trust.)

16 **AFFIDAVIT OF SERVICE**

17 STATE OF NEVADA)
18) ss.
19 COUNTY OF CLARK)

20 Meredith Delaney, being first duly sworn, on oath, according to
21 law, deposes and says:

22 I am and was, when the herein-described mailing took place, a
23 citizen of the United States, over 18 years of age, and not a party
24 to, nor interested in, the within action.

25 On this 14th day of October, 2016, I deposited in the United
26 States Mail at Las Vegas, Nevada, three (3) copies of the PETITIONER'S
27 REPLY TO OBJECTION TO PETITION TO ASSUME IN REM JURISDICTION OF TRUST,
28 CONFIRM AND TO MODIFY TRUST, REQUEST FOR DISCOVERY AND TO CONSOLIDATE
MATTERS thereon, each enclosed in a sealed envelope, mailed regular

1 mail, upon which first-class postage was fully prepaid, addressed to:

2 Thu-Le Doan
3 c/o Marshal Willick, Esq.
4 3591 E. Bonanza Rd.,
Suite 200
Las Vegas, NV 89110

5 Office of the Attorney General
6 Carson City Office
7 100 North Carson Street
Carson City, NV 89701

8 Office of the Attorney General
9 Attn: Barbara Cozens
100 North Carson Street
Carson City, NV 89701

10 and there is regular communication by mail between the place of
11 mailing and places so addressed.

12 I also filed the PETITIONER'S REPLY TO OBJECTION TO PETITION TO
13 ASSUME IN REM JURISDICTION OF TRUST, CONFIRM AND TO MODIFY TRUST,
14 REQUEST FOR DISCOVERY AND TO CONSOLIDATE MATTERS (Filed and E-Served
15 on 10/13/2016) thereon, electronically via WIZNET, the Court's
16 electronic filing system, pursuant to EDCR 8.05, and electronically
17 served the following parties:

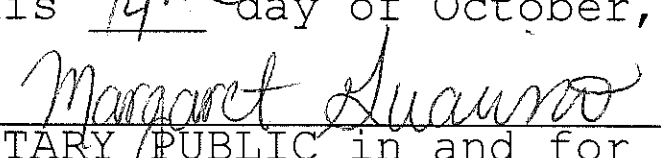
18 Joe Coppedge, Esq.
19 jcopp7116@gmail.com
Attorney for Doan L. Phung

20 These parties are deemed to have consented to electronic
21 service of all pleadings and other documents through their
22 registration with WIZNET, summons and subpoenas excepted.

23 DATED this 14th day of October, 2016.

24 
Meredith Delaney PC

25 SUBSCRIBED AND SWORN to before me
26 this 14th day of October, 2016.

27 
28 NOTARY PUBLIC in and for said
County and State.

W:\DJG\AT\1833-2 Doan\1833-2.FESR.aos2.wpd

