

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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Jun 01 2018 12:46 p.m.  
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Clerk of Supreme Court

**APPELLANT'S APPENDIX OF DOCUMENTS**  
**VOLUME II of VII**

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Doan L. Phung*

## **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**

<b>Volume</b>	<b>Document</b>	<b>Bates No.</b>
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

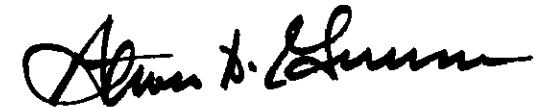
**Volume****Document****Bates No.**

	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

<b>Volume</b>	<b>Document</b>	<b>Bates No.</b>
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

<b>Volume</b>	<b>Document</b>	<b>Bates No.</b>
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

<b>Volume</b>	<b>Document</b>	<b>Bates No.</b>
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

11-29  
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13 Attorneys for Thu-Le Doan,  
14 Trustor of the FUND FOR  
15 THE ENCOURAGEMENT OF SELF RELIANCE

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

11 In the Matter of the )  
12 ) Case No. P-16-089638-T  
13 FUND FOR THE ENCOURAGEMENT OF ) Department PC1  
14 SELF RELIANCE )  
15 )  
16 An Irrevocable Trust. )  
17 )

**REPORT AND RECOMMENDATION GRANTING PETITION TO ASSUME JURISDICTION  
OF TRUST, CONFIRMING CO-TRUSTEES AND  
TO MODIFY TRUST**

**DATE: October 14, 2016**  
**TIME: 9:30 a.m.**

19 The Court, having reviewed the Petition of Thu-Le Doan  
20 ("Petitioner"), by and through counsel Dara J. Goldsmith, Esq., of the  
21 law firm of GOLDSMITH & GUYMON, P.C., to have Petitioner and Doan L.  
22 Phung confirmed as Co-Trustees of the FUND FOR THE ENCOURAGEMENT OF  
23 SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE ("Trust"),  
24 in accordance with NRS 164.010, and to modify the Trust in accordance  
25 with NRS 153.031; the Objection to Petition to Assume In Rem  
26 Jurisdiction of Trust, Confirm and Modify Trust, Request for Discovery  
27 and to Consolidate Matters of Doan L. Phung ("Respondent"), by and  
28 through counsel L. Joe Coppedge, Esq.; and the Reply to Objection to



1 Petition to Assume In Rem Jurisdiction of Trust, Confirm and Modify  
2 Trust, Request for Discovery and to Consolidate Matters by and through  
3 counsel Dara J. Goldsmith, Esq., of the law firm of GOLDSMITH &  
4 GUYMON, P.C., the hearing on which was set by the Clerk of the above  
5 entitled Court for the 4<sup>th</sup> day of November, 2016 at 9:30 a.m. and then  
6 set for the 14<sup>th</sup> day of October, 2016 at 9:30 a.m. on Order Shortening  
7 Time in which the following appeared: Dara J. Goldsmith, Esq., Peter  
8 Co, Esq., and Marshal Willick, Esq., for Petitioner and L. Joe  
9 Coppedge, Esq., and Michael Mushkin, Esq., for Respondent, and the  
10 Court having considered the same, having examined the evidence in this  
11 matter, heard the oral arguments at the hearing, and being fully  
12 advised in the premises, finds: (i) notice of the hearing on the  
13 Petition has been given in the manner provided by law; (ii) that the  
14 FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE  
15 ENCOURAGEMENT OF RELIANCE is domiciled in Nevada; (iii) that Thu-Le  
16 Doan and Doan L. Phung are confirmed as Co-Trustees of the FUND FOR  
17 THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT  
18 OF RELIANCE; (iv) that the administration of the FUND FOR THE  
19 ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF  
20 RELIANCE is at a loggerhead and the Co-Trustees cannot function  
21 together to accomplish the goals of the FUND FOR THE ENCOURAGEMENT OF  
22 SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE; (v) that  
23 due to the administrative issues, the functional purposes of the FUND  
24 FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE  
25 ENCOURAGEMENT OF RELIANCE cannot be accomplished and is unworkable,  
26 thus in order to be able to accomplish and not to have to worry about  
27 what each side is doing and that each side may or may not be over-  
28 controlling, there is sufficient reason and it is appropriate to

1 decant the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR  
2 THE ENCOURAGEMENT OF RELIANCE assets; (vi) that the FUND FOR THE  
3 ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF  
4 RELIANCE should be divided equally and Thu-Le Doan's portion is to be  
5 decanted into Thu-Le Doan's separate irrevocable charitable trust with  
6 Thu-Le Doan serving as sole trustee of her separate irrevocable  
7 charitable trust and Doan L. Phung's portion can either remain in the  
8 FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE  
9 ENCOURAGEMENT OF RELIANCE with Doan L. Phung serving as the sole  
10 Trustee of the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER  
11 FOR THE ENCOURAGEMENT OF RELIANCE OR Doan L. Phung's portion may be  
12 decanted into a new separate irrevocable charitable trust with Doan  
13 L. Phung serving as the sole Trustee of his new separate irrevocable  
14 charitable trust; (vii) that at this time there is no need for an  
15 evidentiary hearing as the Court finds it is just unworkable between  
16 the parties and that is sufficient reason for not having an  
17 evidentiary hearing; (viii) that if one party violates the Charter and  
18 causes a tax effect upon the other party, the violating party shall  
19 indemnify the other party and make good of it; (ix) that at this time  
20 there are pending scholarship applications before the FUND FOR THE  
21 ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF  
22 RELIANCE, that the scholarship program should continue and both  
23 parties must agree in granting the pending scholarships; (x) that upon  
24 the Court's inquiry whether the parties could work together on the  
25 scholarship program or whether a substantial bond be required, the  
26 parties agreed to work together on the scholarship program; (xi) that  
27 all pending scholarship applications be provided to Thu-Le Doan's  
28 counsel Dara J. Goldsmith, Esq. for an honest and impartial review by

1 Thu-Le Doan as to acceptability; (xii) that the VIETNAMESE-AMERICAN  
2 SCHOLARSHIP FUND case no. P-16-089637-T and the FUND FOR THE  
3 ENCOURAGEMENT OF SELF RELIANCE case no. P-16-089638-T should not be  
4 consolidated; (xiii) that this Court should relinquish jurisdiction  
5 in accordance with NRS 164.010(3) after the requested relief is  
6 granted; (xiv) that the Petition to Assume Jurisdiction of Trust,  
7 Confirm Trustee, and to Modify Trust ought to be granted. Therefore,  
8 it is hereby

9 **RECOMMENDED** that the FUND FOR THE ENCOURAGEMENT OF SELF  
10 RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE is domiciled in  
11 Nevada, as such, this Court has in rem jurisdiction over the Trust and  
12 shall maintain jurisdiction over the construction and distribution of  
13 the Trust;

14 **IT IS FURTHER RECOMMENDED** that Thu-Le Doan and Doan L. Phung  
15 are confirmed as Co-Trustees of the FUND FOR THE ENCOURAGEMENT OF SELF  
16 RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE;

17 **IT IS FURTHER RECOMMENDED** that due to the administrative  
18 issues, the functional purposes of the FUND FOR THE ENCOURAGEMENT OF  
19 SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE cannot be  
20 accomplished and is unworkable, thus in order to be able to accomplish  
21 and not to have to worry about what each side is doing and that each  
22 side may or may not be over-controlling, there is sufficient reason  
23 and it is appropriate to decant the FUND FOR THE ENCOURAGEMENT OF SELF  
24 RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE assets;

25 **IT IS FURTHER RECOMMENDED** that the FUND FOR THE ENCOURAGEMENT  
26 OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE assets  
27 be divided equally and Thu-Le Doan's portion is to be decanted into  
28 Thu-Le Doan's separate irrevocable charitable trust with Thu-Le Doan

1 serving as sole trustee of her new separate irrevocable charitable  
2 trust and Doan L. Phung's portion can either remain in the FUND FOR  
3 THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT  
4 OF RELIANCE with Doan L. Phung serving as the sole Trustee of the FUND  
5 FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE  
6 ENCOURAGEMENT OF RELIANCE OR Doan L. Phung's portion may be decanted  
7 into a new separate irrevocable charitable trust with Doan L. Phung  
8 serving as the sole Trustee of his new separate irrevocable charitable  
9 trust;

10 **IT IS FURTHER RECOMMENDED** that there is no need for an  
11 evidentiary hearing as the Court finds it is just unworkable between  
12 the parties and that is sufficient reason for not having an  
13 evidentiary hearing;

14 **IT IS FURTHER RECOMMENDED** that the parties continue to process  
15 any scholarship applications pending before the FUND FOR THE  
16 ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF  
17 RELIANCE and both parties must agree in granting the pending  
18 scholarships;

19 **IT IS FURTHER RECOMMENDED** that all pending scholarship  
20 applications be provided to Thu-Le Doan's counsel Dara J. Goldsmith,  
21 Esq. for an honest and impartial review by Thu-Le Doan as to  
22 acceptability;

23 **IT IS FURTHER RECOMMENDED** that if one party violates the  
24 Charter and causes a tax effect upon the other party, the violating  
25 party shall indemnify the other party and make good of it;

26 **IT IS FURTHER RECOMMENDED** that the VIETNAMESE-AMERICAN  
27 SCHOLARSHIP FUND case no. P-16-089637-T and the FUND FOR THE  
28 ENCOURAGEMENT OF SELF RELIANCE case no. P-16-089638-T should not be

1 consolidated; and


2 **IT IS FURTHER RECOMMENDED** that this Court relinquish  
3 jurisdiction in accordance with NRS 164.010(3) after the relief is  
4 granted.

5 DATED this 14<sup>th</sup> day of December, 2016.

6  
7   
8 PROBATE COMMISSIONER

9 Submitted by:

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

11 By:   
12 Dara J. Goldsmith, Esq.  
13 Nevada Bar No. 4270  
14 Peter Co, Esq.  
15 Nevada Bar No. 11938  
16 2055 Village Center Circle  
Las Vegas, Nevada 89134  
Attorneys for Thu-Le Doan,  
Trustor of the FUND FOR  
THE ENCOURAGEMENT OF SELF RELIANCE

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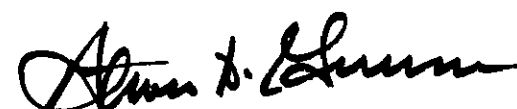
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CLERK OF THE COURT

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13 Attorneys for Thu-Le Doan,  
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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 OF REPORT AND RECOMMENDATION**  
16 **GRANTING PETITION TO ASSUME JURISDICTION OF TRUST,**  
17 **CONFIRMING CO-TRUSTEES AND TO MODIFY TRUST**

18 TO ALL PARTIES IN INTEREST:

19 YOU ARE HEREBY NOTICED that the above-entitled Report and  
20 Recommendation, filed on December 16, 2016, was entered herein on  
21 December 19, 2016. A copy of said Report and Recommendation is  
22 attached hereto.

23 Pursuant to NRCP 53, you are hereby notified that you have ten  
24 (10) days from the date of mailing/E-Service withing which to file  
25 written objections.

26 DATED this 19th day of December, 2016.

27 . . .

28 . . .

1 SUBMITTED BY:

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

3

By:



4

Dara J. Goldsmith, Esq.

Nevada Bar No. 4270

5

Peter Co, Esq.

Nevada Bar No. 11938

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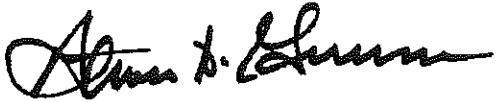
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15 THE ENCOURAGEMENT OF SELF RELIANCE

DISTRICT COURT

CLARK COUNTY, NEVADA

16 In the Matter of the )  
17 FUND FOR THE ENCOURAGEMENT OF )  
18 SELF RELIANCE )  
19 )  
20 An Irrevocable Trust. )

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

REPORT AND RECOMMENDATION GRANTING PETITION TO ASSUME JURISDICTION  
OF TRUST, CONFIRMING CO-TRUSTEES AND  
TO MODIFY TRUST

DATE: October 14, 2016  
TIME: 9:30 a.m.

21 The Court, having reviewed the Petition of Thu-Le Doan  
22 ("Petitioner"), by and through counsel Dara J. Goldsmith, Esq., of the  
23 law firm of GOLDSMITH & GUYMON, P.C., to have Petitioner and Doan L.  
24 Phung confirmed as Co-Trustees of the FUND FOR THE ENCOURAGEMENT OF  
25 SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE ("Trust"),  
26 in accordance with NRS 164.010, and to modify the Trust in accordance  
27 with NRS 153.031; the Objection to Petition to Assume In Rem  
28 Jurisdiction of Trust, Confirm and Modify Trust, Request for Discovery  
and to Consolidate Matters of Doan L. Phung ("Respondent"), by and  
through counsel L. Joe Coppedge, Esq.; and the Reply to Objection to



1 Petition to Assume In Rem Jurisdiction of Trust, Confirm and Modify  
2 Trust, Request for Discovery and to Consolidate Matters by and through  
3 counsel Dara J. Goldsmith, Esq., of the law firm of GOLDSMITH &  
4 GUYMON, P.C., the hearing on which was set by the Clerk of the above  
5 entitled Court for the 4<sup>th</sup> day of November, 2016 at 9:30 a.m. and then  
6 set for the 14<sup>th</sup> day of October, 2016 at 9:30 a.m. on Order Shortening  
7 Time in which the following appeared: Dara J. Goldsmith, Esq., Peter  
8 Co, Esq., and Marshal Willick, Esq., for Petitioner and L. Joe  
9 Coppedge, Esq., and Michael Mushkin, Esq., for Respondent, and the  
10 Court having considered the same, having examined the evidence in this  
11 matter, heard the oral arguments at the hearing, and being fully  
12 advised in the premises, finds: (i) notice of the hearing on the  
13 Petition has been given in the manner provided by law; (ii) that the  
14 FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE  
15 ENCOURAGEMENT OF RELIANCE is domiciled in Nevada; (iii) that Thu-Le  
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22 SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE; (v) that  
23 due to the administrative issues, the functional purposes of the FUND  
24 FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE  
25 ENCOURAGEMENT OF RELIANCE cannot be accomplished and is unworkable,  
26 thus in order to be able to accomplish and not to have to worry about  
27 what each side is doing and that each side may or may not be over-  
28 controlling, there is sufficient reason and it is appropriate to

1 decant the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR  
2 THE ENCOURAGEMENT OF RELIANCE assets; (vi) that the FUND FOR THE  
3 ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF  
4 RELIANCE should be divided equally and Thu-Le Doan's portion is to be  
5 decanted into Thu-Le Doan's separate irrevocable charitable trust with  
6 Thu-Le Doan serving as sole trustee of her separate irrevocable  
7 charitable trust and Doan L. Phung's portion can either remain in the  
8 FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE  
9 ENCOURAGEMENT OF RELIANCE with Doan L. Phung serving as the sole  
10 Trustee of the FUND FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER  
11 FOR THE ENCOURAGEMENT OF RELIANCE OR Doan L. Phung's portion may be  
12 decanted into a new separate irrevocable charitable trust with Doan  
13 L. Phung serving as the sole Trustee of his new separate irrevocable  
14 charitable trust; (vii) that at this time there is no need for an  
15 evidentiary hearing as the Court finds it is just unworkable between  
16 the parties and that is sufficient reason for not having an  
17 evidentiary hearing; (viii) that if one party violates the Charter and  
18 causes a tax effect upon the other party, the violating party shall  
19 indemnify the other party and make good of it; (ix) that at this time  
20 there are pending scholarship applications before the FUND FOR THE  
21 ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF  
22 RELIANCE, that the scholarship program should continue and both  
23 parties must agree in granting the pending scholarships; (x) that upon  
24 the Court's inquiry whether the parties could work together on the  
25 scholarship program or whether a substantial bond be required, the  
26 parties agreed to work together on the scholarship program; (xi) that  
27 all pending scholarship applications be provided to Thu-Le Doan's  
28 counsel Dara J. Goldsmith, Esq. for an honest and impartial review by

1 Thu-Le Doan as to acceptability; (xii) that the VIETNAMESE-AMERICAN  
2 SCHOLARSHIP FUND case no. P-16-089637-T and the FUND FOR THE  
3 ENCOURAGEMENT OF SELF RELIANCE case no. P-16-089638-T should not be  
4 consolidated; (xiii) that this Court should relinquish jurisdiction  
5 in accordance with NRS 164.010(3) after the requested relief is  
6 granted; (xiv) that the Petition to Assume Jurisdiction of Trust,  
7 Confirm Trustee, and to Modify Trust ought to be granted. Therefore,  
8 it is hereby

9 **RECOMMENDED** that the FUND FOR THE ENCOURAGEMENT OF SELF  
10 RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE is domiciled in  
11 Nevada, as such, this Court has in rem jurisdiction over the Trust and  
12 shall maintain jurisdiction over the construction and distribution of  
13 the Trust;

14 **IT IS FURTHER RECOMMENDED** that Thu-Le Doan and Doan L. Phung  
15 are confirmed as Co-Trustees of the FUND FOR THE ENCOURAGEMENT OF SELF  
16 RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE;

17 **IT IS FURTHER RECOMMENDED** that due to the administrative  
18 issues, the functional purposes of the FUND FOR THE ENCOURAGEMENT OF  
19 SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE cannot be  
20 accomplished and is unworkable, thus in order to be able to accomplish  
21 and not to have to worry about what each side is doing and that each  
22 side may or may not be over-controlling, there is sufficient reason  
23 and it is appropriate to decant the FUND FOR THE ENCOURAGEMENT OF SELF  
24 RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE assets;

25 **IT IS FURTHER RECOMMENDED** that the FUND FOR THE ENCOURAGEMENT  
26 OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE assets  
27 be divided equally and Thu-Le Doan's portion is to be decanted into  
28 Thu-Le Doan's separate irrevocable charitable trust with Thu-Le Doan

1 serving as sole trustee of her new separate irrevocable charitable  
2 trust and Doan L. Phung's portion can either remain in the FUND FOR  
3 THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT  
4 OF RELIANCE with Doan L. Phung serving as the sole Trustee of the FUND  
5 FOR THE ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE  
6 ENCOURAGEMENT OF RELIANCE OR Doan L. Phung's portion may be decanted  
7 into a new separate irrevocable charitable trust with Doan L. Phung  
8 serving as the sole Trustee of his new separate irrevocable charitable  
9 trust;

10 **IT IS FURTHER RECOMMENDED** that there is no need for an  
11 evidentiary hearing as the Court finds it is just unworkable between  
12 the parties and that is sufficient reason for not having an  
13 evidentiary hearing;

14 **IT IS FURTHER RECOMMENDED** that the parties continue to process  
15 any scholarship applications pending before the FUND FOR THE  
16 ENCOURAGEMENT OF SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF  
17 RELIANCE and both parties must agree in granting the pending  
18 scholarships;

19 **IT IS FURTHER RECOMMENDED** that all pending scholarship  
20 applications be provided to Thu-Le Doan's counsel Dara J. Goldsmith,  
21 Esq. for an honest and impartial review by Thu-Le Doan as to  
22 acceptability;

23 **IT IS FURTHER RECOMMENDED** that if one party violates the  
24 Charter and causes a tax effect upon the other party, the violating  
25 party shall indemnify the other party and make good of it;

26 **IT IS FURTHER RECOMMENDED** that the VIETNAMESE-AMERICAN  
27 SCHOLARSHIP FUND case no. P-16-089637-T and the FUND FOR THE  
28 ENCOURAGEMENT OF SELF RELIANCE case no. P-16-089638-T should not be

1 consolidated; and


2 **IT IS FURTHER RECOMMENDED** that this Court relinquish  
3 jurisdiction in accordance with NRS 164.010(3) after the relief is  
4 granted.

5 DATED this 14<sup>th</sup> day of December, 2016.

6  
7   
8 PROBATE COMMISSIONER

9 Submitted by:

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

11 By:   
12 Dara J. Goldsmith, Esq.  
13 Nevada Bar No. 4270  
14 Peter Co, Esq.  
15 Nevada Bar No. 11938  
16 2055 Village Center Circle  
Las Vegas, Nevada 89134  
Attorneys for Thu-Le Doan,  
Trustor of the FUND FOR  
THE ENCOURAGEMENT OF SELF RELIANCE

17 W:\DJG\AT\1833-2 Doan\1833-2.pet confirm trust FESR.RAR.wpd112816

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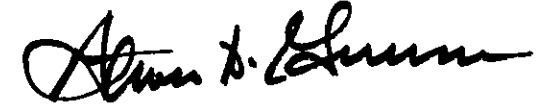
26

27

28

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

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12/20/2016 09:19:14 AM



CLERK OF THE COURT

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 19th day of December, 2016, I deposited in the United  
26 States Mail at Las Vegas, Nevada, three (3) copies of the REPORT AND  
27 RECOMMENDATION GRANTING PETITION TO ASSUME JURISDICTION OF TRUST,  
28 CONFIRMING CO-TRUSTEES AND TO MODIFY TRUST and the NOTICE OF ENTRY  
thereon, each enclosed in a sealed envelope, mailed regular mail, upon

1 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 REPORT AND RECOMMENDATION GRANTING PETITION TO  
13 ASSUME JURISDICTION OF TRUST, CONFIRMING CO-TRUSTEES AND TO MODIFY  
14 TRUST (Filed and E-Served on 12/16/2016) and the NOTICE OF ENTRY (Filed  
15 and E-Served on 12/19/2016) thereon, electronically via WIZNET, the  
16 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.

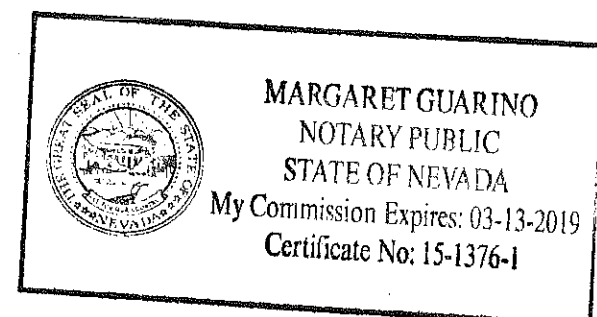
23 DATED this 19<sup>th</sup> day of December, 2016.

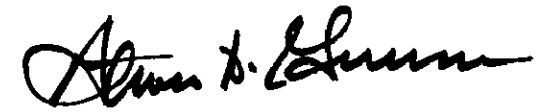
24 Meredith Delaney  
Meredith Delaney PC

25  
26 SUBSCRIBED AND SWORN to before me  
this 19<sup>th</sup> day of December, 2016.

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

W:\DJG\AT\1833-2 Doan\1833-2.FESR.aos3.wpd





CLERK OF THE COURT

1 **OBJ**

2 Michael R. Mushkin, Esq.

3 Nevada Bar No. 2421

4 L. Joe Coppedge, Esq.

5 Nevada Bar No. 4954

6 Michael R. Mushkin & Associates

7 4475 South Pecos Road

8 Las Vegas, Nevada 89121

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11 [michael@mushlaw.com](mailto:michael@mushlaw.com)

12 [joe@mushlaw.com](mailto:joe@mushlaw.com)

13 *Attorneys for Respondent, Doan L. Phung*

14 **DISTRICT COURT**  
15 **FAMILY DIVISION**  
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the:

CASE NO. P-16-089638-T

18 FUND FOR THE ENCOURAGEMENT OF  
19 SELF-RELIANCE

DEPT: PC1

20 An Irrevocable Trust.

DATE OF HEARING: October 14, 2016

TIME OF HEARING: 9:30 a.m

21 **RESPONDENT, DOAN L. PHUNG'S OBJECTION TO**  
22 **PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION**  
23 **AND REQUEST FOR JUDICIAL REVIEW**

24 Respondent, Doan L. Phung ("Respondent" or "Phung"), by and through his counsel,  
25 Michael R. Mushkin, Esq. and L. Joe Coppedge, Esq., of the law firm Michael R. Mushkin &  
26 Associates, hereby submits his Objection to the Probate Commissioner's Report and  
27 Recommendation, entered herein on December 19, 2016, and request for judicial review. This  
28 Objection is based upon EDCR 4.17, the papers and pleadings on file herein, the Memorandum of  
Points and Authorities attached hereto, and any argument made by counsel at the hearing of this  
Objection. Respondent respectfully

///

///

///



1 requests that this Court not adopt the Probate Commissioner's Report and Recommendation, that this  
2 Court establish a discovery schedule and schedule this matter for an evidentiary hearing as required  
3 by EDCR 4.17.

4 DATED this 30 day of December, 2016.

6 BY: 

7 Michael R. Mushkin, Esq.

8 Nevada Bar No. 2421

9 L. Joe Coppedge, Esq.

10 Nevada Bar No. 4954

11 4475 South Pecos Road

12 Las Vegas, NV 89121

13 Attorneys for Respondent, Doan L. Phung

14 **NOTICE OF MOTION**

15 TO: All Interested Parties and their Attorneys of Record.

16 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 1<sup>th</sup> day of  
17 February, 2017, at the hour of 9:30 o'clock a.m., or as soon thereafter as counsel  
18 can be heard, the undersigned will bring the foregoing Objection on for hearing before the above-  
19 entitled Court located in the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada  
89155, Courtroom 3F.

20 DATED this 30 day of December, 2016.

21 BY: 

22 Michael R. Mushkin, Esq.

23 Nevada Bar No. 2421

24 L. Joe Coppedge, Esq.

25 Nevada Bar No. 4954

26 4475 South Pecos Road

27 Las Vegas, NV 89121

28 Attorneys for Respondent, Doan L. Phung

1                    **SPECIFIC OBJECTIONS TO REPORT AND RECOMMENDATIONS**

2            1.        The Probate Commissioner erred by not following the applicable court rule. EDCR  
3 4.17(a) provides in relevant part, “[i]n contested matters before the Probate Commissioner involving  
4 disputed issues of material fact, the Probate Commissioner **shall** set an evidentiary hearing date and  
5 a discovery schedule after receiving input from the attorneys for the parties and any unrepresented  
6 parties. Such settings **shall** be made at the time of the hearing on the initial petition commencing the  
7 litigation or at the request of any party thereto. . .” (Emphasis added). As set forth in the Petition to  
8 Assume In Rem Jurisdiction of Trust, Confirm Trustee and to Modify Trust (the “Petition”),  
9 Respondent Doan L. Phung’s Objection to Petition to Assume In Rem Jurisdiction of Trust, Confirm  
10 and to Modify Trust, Request for Discovery and to Consolidate Matters (the “Objection”), and the  
11 following Memorandum of Points and Authorities, there are numerous disputed issues of material  
12 fact which mandate the setting of an evidentiary hearing and a discovery schedule. Moreover, in the  
13 Objection and at the time of the hearing, Respondent requested that the Probate Commissioner  
14 establish a discovery schedule and set an evidentiary hearing. The failure of the Probate  
15 Commissioner to follow the applicable court rule requires that this Court reject the Report and  
16 Recommendation Granting Petition to Assume Jurisdiction of Trust, Confirming Co-Trustees and to  
17 Modify Trust (the “Report and Recommendation”), establish a discovery schedule and set an  
18 evidentiary hearing.  
19

20  
21            2.        The Probate Commissioner’s findings are not supported by the limited evidence  
22 introduced at the initial hearing on the petition. Specifically, there is no evidence that there are any  
23 administrative issues with the Trusts. There is no evidence that the functional purposes of the Trusts  
24 cannot be accomplished. There is no evidence that the parties are at a loggerhead with respect to the  
25 administration of the Trusts. And, there is no competent evidence that the parties cannot work  
26  
27  
28

1 together. To the contrary, the only evidence presented at the initial hearing demonstrates that the  
2 Trusts have been functioning in the same manner as they always have for more than twenty years.

### 3 **MEMORANDUM OF POINTS AND AUTHORITIES**

#### 4 **I. Introduction**

5 First, in the Family Court, and now in this Court, Petitioner has engaged in a systematic  
6 smear campaign against Respondent Phung. This campaign is filled with numerous unsubstantiated  
7 and false allegations in order to prevail upon her agenda to split up the charities after they have been  
8 capably managed for over 20 years, and gain control of 50% of the charity management in violation  
9 of the Trust charters and Marital Settlement Agreement ("MSA"). Petitioner's Family Court counsel  
10 has openly and repeatedly threatened Respondent with jail time, and even asserted he was  
11 incompetent, all in an effort to accomplish her improper objective. Respondent urges this Honorable  
12 Court to look beyond Petitioner's false accusations, both here and in the Family Court, and see the  
13 true facts as they are.  
14

#### 15 **II. Case History**

16 Petitioner filed two separate petitions on September 22, 2016, requesting that the assets of the  
17 Vietnamese American Scholarship Fund ("VASF") and the Fund for the Encouragement of Self-  
18 Reliance ("FESR") be divided equally into separate irrevocable charitable trusts or, in the  
19 alternative, that the assets be divided equally and Petitioner's portion be decanted into her own  
20 charitable trust. Citations were issued initially scheduling the hearing on the Petition for November  
21 4, 2016. Acceptance of service by Respondent's counsel was made on September 30, 2016.  
22 Petitioner then filed an Ex Parte Application for an Order Shortening Time on the Petition, which  
23 resulted in the hearings being moved to October 14, 2016, in an effort to forestall the Trusts' pre-  
24 noticed meeting of October 15, 2016. Although Respondent was out of town until October 12, 2016,  
25 Respondent hurriedly filed Objections that same date. Petitioner filed a Reply to the Objection the  
26 following day on October 13, 2016.  
27  
28

1           **III.    Factual Background**

2           It is not Respondent's desire nor intent to retry issues properly before and decided by the  
3 Family Court. However, given the false allegations offered in that court, and continued by Petitioner  
4 before this Court, a brief history is necessary.

5           Respondent Doan L. Phung ("Respondent" or "Phung"), age 76, and Petitioner Thu-Le Doan  
6 ("Petitioner" or "Thu-Le"), age 68, were married in 1970 and lived together over 40 years. The sole  
7 breadwinner of the family was Phung, who established his own nuclear engineering company, PAI  
8 Corporation ("PAI"), a Tennessee corporation. Phung is a Phi Beta Kappa graduate, holds a PhD  
9 degree, two Master's degrees, two Bachelor's degrees and several professional certificates. In their  
10 life together, Phung gave Thu-Le equal footing in all assets. For example, Thu-Le had access to and  
11 control of the family money as well as 51% ownership of PAI. In over thirty (30) years of working  
12 for PAI, Phung earned millions with which he established three charity organizations to benefit the  
13 needy – VASF, FESR and the Institute for Vietnam Future ("IVNF"). Only VASF and FESR are at  
14 issue in the Petitions filed by Thu-Le. Although Thu-Le performed no role in setting up the trusts,  
15 Phung made her a trustee of VASF and FESR. Collectively, VASF and FESR are referred to as the  
16 Trusts.  
17

18           VASF was created by Phung in 1988 with the purpose of assisting students and scholars  
19 pursue their endeavors. FESR was created by Phung in 1997 with the purpose of assisting needy  
20 citizens in health and welfare. VASF also had two additional trustees until they resigned in 2012  
21 due to retirement. All previous efforts to nominate replacement trustees have been blocked by Thu-  
22 Le. VASF and FESR have similar charters, true and correct copies of which are attached hereto as  
23 Exhibit A. The following sections of the Charters are pertinent to the present discussion.  
24

25           Section 2: RESTRICTION ON USE OF TRUST FUND  
26

27           ...no part of the Trust fund shall be used to carry on propaganda or otherwise attempt  
28 to influence legislation, or to participate in any political campaign...other provisions

1 of this instrument notwithstanding, the Trustees shall not engage in any act of self-dealing...

2 Section 6: APPOINTMENT OF SUCCESSOR TRUSTEE

3 The number of Trustees shall not exceed five (5) individuals, two of whom are  
4 Trustors or selected exclusively by one or both Trustors. Trustors expressly reserve  
5 the right during their lifetime to appoint additional Trustees and the Trustees may  
6 elect additional Trustees by not less than two-thirds (2/3) majority vote. The term for  
7 which Trustees are authorized to act shall be for five years. A Trustee shall be  
8 removed by not less than two-thirds (2/3) majority vote of all Trustees when they  
9 deem that such Trustee is incompatible or not in sympathy with the purpose of the  
10 Trust, or for any other just cause. In the event that a vacancy shall occur because of  
11 death, resignation, incapacity to act, or removal of a Trustee, then the remaining  
12 Trustees shall, within sixty (60) days from the date of such vacancy, fill the vacancy.  
13 The failure of a Trustee to attend any of the meetings of Trustees for three (3)  
14 consecutive meetings shall be deemed conclusive as his or its incapacity to act.

11 Section 8 of VASF and 9 of FESR: GIFTS IRREVOCABLE

12 Gifts made to the Trust shall be irrevocable.

13 Section 9 of VASF and 10 of FESR: TRUST IRREVOCABLE

14 This CHARTER is irrevocable and may not be amended or modified, provided,  
15 however, that if for any reason whatsoever this Trust fails to qualify as tax-exempt  
16 charitable Trust, such changes as are necessary for the Trust to so qualify may be  
17 made by Trustors so long as they are living and competent, otherwise and thereafter,  
18 by a court of competent jurisdiction.

18 When problems arose between Phung and Thu-Le in 2010 due to Thu-Le's extra-marital  
19 affair, she declined to be a trustee of IVNF. Phung urged Thu-Le to see a marriage counselor with  
20 him. However, Thu-Le refused and in 2010, after 40 years of marriage, she went to attorney Kirby  
21 Wells ("Wells") to seek a divorce. Phung did not contest the divorce and agreed to the MSA  
22 prepared by Wells. The MSA was signed on February 22, 2012. The Decree of Divorce was entered  
23 on April 12, 2012. Generally, among other provisions, the MSA provides that Thu-Le was awarded  
24 51% of the community assets. The parties agreed that Phung would continue to manage the Trust  
25 accounts on behalf of the parties, just as he had always done, subject to monetary restrictions on  
26 making donations. Further, the MSA could not be modified unless agreed to in writing and signed  
27  
28

1 by both parties. True and correct copies of the Decree of Divorce and MSA are attached hereto as  
2 Exhibit B.

3 In relevant part, the MSA provides:

4 HUSBAND shall manage the Fidelity VASF Brokerage Account No. XXXX4792,  
5 Fidelity FESR Brokerage Account No. ZXXXX4784, Bank of America Account No.  
6 XXX XXX 2956, Bank of America Account XXXX XXXX 4259 on behalf of the  
7 both Trustees, HUSBAND and WIFE. However, any and all decisions relating to  
8 contributions, expenditures, grants, etc., in excess of \$5,000.00 shall be agreed to in  
9 writing by both trustees. Moreover, these assets cannot be moved or transferred  
10 without the express written permission of both Trustees.

11 MSA at Section 14.1.

12 The parties further agreed that:

13 The parties specifically agree that the provisions of this agreement may be enforced  
14 by the contempt powers of the Family Court, however except where specifically  
15 provided; the Family Court shall have no jurisdiction to modify the agreement of the  
16 parties without the express written agreement of the parties.

17 MSA, Section 26.1.

18 After the divorce, toward the end of 2012, Phung informed Thu-Le that something must be  
19 done to reduce a large tax bill for PAI, which would impact their individual tax liability as PAI is a  
20 Subchapter S corporation. Customarily, to reduce PAI's tax bill, Phung gave money to the Trusts so  
21 they could use it to benefit the needy. This time, when he did, Thu-Le verbally objected. Phung told  
22 her since there was only one day left in the year, he would go ahead and do it, but come March after  
23 seeing the tax savings, if Thu-Le still objected, he would reverse the donation without penalty. Thu-  
24 Le confirmed in writing she would agree to the donation if she was made a trustee of IVNF, a  
25 position she previously refused. Phung agreed and confirmed via email in January 2013. Phung then  
26 provided Thu-Le documentation of the tax savings computed by the CPA in order to finalize the  
27 agreement. However, she did not respond to Phung because it is now clear that she had other designs.  
28 Sensing disagreement, Phung reversed the transfers in time to meet the tax deadline of March 15,  
2013. The reversal was made known to Thu-Le on March 10, 2013.

1 It is now apparent that Thu-Le wanted to split the charity organizations, equalize the assets  
2 and gain sole control of FESR. This violates the Trust charter and MSA, but that did not deter her.  
3 By letter dated January 22, 2013, her attorney Kirby Wells accused Phung of improper money  
4 transfers and demanded FESR solely for Thu-Le as trustee. Phung responded with a letter dated  
5 January 30, 2013, in which he asked Thu Le to meet to discuss the conditional approval of the money  
6 transfers and the definition of certain terms in the MSA such as "excess money" and "day-to-day  
7 operation". In his letter, Phung stated that the Trusts could not be split because it would be self-  
8 dealing, forbidden by the Charters of the Trusts. Unbeknownst to Phung, Thu-Le's counsel filed an  
9 Ex Parte Application for an Order to Show Cause in the Family Court on February 6, 2013. Neither  
10 Thu-Le nor her counsel personally served Phung with the ex parte application, but instead, had the  
11 moving papers left at the security guard gate of the Painted Desert community where Phung resides.  
12 At that time, the Painted Desert security regulations required the guards not to relay any message and  
13 to destroy any suspicious package around the security gate area. As a result, Phung did not know of  
14 the ex parte motion. Thu-Le and her attorney appeared in court on April 4, 2013. Armed with the  
15 knowledge that Phung did not know of the hearing and that he would not be present to defend  
16 himself, Thu-Le and her counsel violated the duty of candor by withholding the information in  
17 Phung's responsive letter, and by failing to advise the court that Phung had already reversed the  
18 money transfers. Petitioner further violated the MSA by convincing the court that it had jurisdiction  
19 over the Trusts and the dissolution of PAI. In the absence of defense, Petitioner obtained all  
20 requested relief, including the dissolution of PAI and the removal of Phung as trustee of FESR.  
21  
22  
23

24 It took two subsequent hearings, on July 2, 2013, and October 29, 2013, and significant and  
25 unnecessary attorney fees for the Family Court to correct the erroneous rulings of April 4, 2013. The  
26 Family Court then scheduled an evidentiary hearing to resolve Thu-Le's remaining complaint, which  
27 is unrelated to the Trusts and concerned allegations that Phung had made inappropriate investments  
28 with PAI assets, resulting in losses.

1 The parties were scheduled for an evidentiary hearing on March 20, 2015; however, prior to  
2 the hearing, counsel for the parties scheduled a private mediation that took place on March 17, 2015.  
3 During the mediation, the mediator advised Phung that Thu-Le's counsel had uncovered substantial  
4 new losses of PAI money allegedly caused by Phung. Based upon these new assertions, Phung was  
5 pressured to settle for \$750,000. No writing was prepared and no notes were signed by the parties or  
6 their counsel at the conclusion of the mediation.

7  
8 Concerned by the \$750,000 number he had been pressured to accept, Phung examined PAI's  
9 Fidelity statements upon returning to his home that evening and discovered that the numbers  
10 presented by Thu-Le's counsel during the mediation were incorrect. Phung did not find any trace of  
11 the newly claimed losses. Once Phung realized the mistake, he advised his counsel, who first  
12 notified the mediator, and then Mr. Willick. Mr. Willick declined to address the mistakes, and  
13 instead, prepared a document entitled "Stipulation and Order to Resolve All Matters" containing  
14 terms Phung did not recall, and to which he would never agree. Rather than continue efforts to reach  
15 an amicable resolution, Thu-Le filed a motion to enforce the purported settlement. Following an  
16 August 14, 2015 evidentiary hearing, the Family Court took the matter under advisement, and at a  
17 hearing on September 2, 2015, announced its decision granting the Motion to Enforce. Respondent  
18 filed a timely Notice of Appeal. The issues in that matter have been briefed, and the case was  
19 referred to the Court of Appeals.  
20

21 Subsequent to the evidentiary hearing, Petitioner filed not one, but two separate motions for  
22 orders to show cause why Respondent should not be held in contempt, neither of which was granted  
23 by the Family Court. In support of her motions, Petitioner provided the Family Court with a litany of  
24 false and misleading information with the intention of creating an adverse opinion of the  
25 Respondent, and has continued those tactics before this Court. Perhaps wisely, Petitioner did not  
26 sign the verification of the false statements in the Family Court. Petitioner was content to have that  
27 verification signed by her counsel, Marshal Willick, who also appeared at the hearing of this matter  
28



1 and continued to make false statements before the Probate Commissioner. Although not an  
2 exhaustive list, some of the false and misleading statements are set forth in the Addendum attached  
3 hereto as Exhibit I.

4 **IV. False Statements before the Probate Commissioner**

5 Since the false statements proffered in the Family Court were proved to be false, Petitioner  
6 has offered new false allegations to support her claims in the matter. Generally, the allegations in  
7 her Petition supporting her requests for relief can be characterized as (1) Phung has made political  
8 donations in violation of the Trust Charters; (2) Petitioner claims that she cannot work with Phung  
9 because the relationship has become very hostile; and (3) the Trusts are community assets.  
10

11 In support of her Petition, Petitioner stated under oath<sup>1</sup>, "*Phung also makes donations to*  
12 *Vietnam on behalf of the Trust, however some of his donations are made to political groups that are*  
13 *not viewed favorably by the Vietnamese government.*" Petition, p. 3. The statement that Respondent  
14 has made donations to "political groups" is false. This Court should understand that the two  
15 charities, VASF and FESR, have different assets and different purposes. VASF is more education  
16 oriented. FESR is more social and health oriented. All of the recipients of the charitable donations  
17 were properly documented and provided to Petitioner. Prior to the filing of her Petition, Thu-Le  
18 never complained about the recipients of Trust donations.  
19

20 Further, whether or not the recipient of Trust donations is viewed favorably by the  
21 Communist Vietnamese government is not the test. The test, as set forth in the Charters and  
22 acknowledged by Petitioner is that "[n]o part of the Trust funds shall be used to carry on propaganda  
23 or otherwise attempt to influence legislation, or to participate in any political campaign." Phung  
24 assures this Court that he has at all times been in compliance with this standard and has documents  
25 which show the following facts:  
26  
27

28 <sup>1</sup> Petitioner signed the verification of the Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee and to  
Modify Trust filed herein.

1           •       In 2011 to 2012, distributions were made to 41 recipients with Petitioner Thu-Le's  
2 approval because she signed most of the checks and wires. All recipients certified that "we do not  
3 engage in any political activity, nor are we controlled by a government agent."

4           •       In 2012 to 2013, distributions were made to 48 recipients. Petitioner Thu-Le  
5 neglected her duties and declined to do any work, nor did she nominate another trustee. All  
6 recipients certified that "we do not engage in any political activity, nor are we controlled by a  
7 government agent."

8           •       In 2013 to 2014, distributions were made to 44 recipients. Petitioner Thu-Le  
9 neglected her duties and declined to do any work, nor did she nominate another trustee. All  
10 recipients certified that "we do not engage in any political activity, nor are we controlled by a  
11 government agent."

12           •       In 2014 to 2015, distributions were made to 54 recipients. Petitioner Thu-Le  
13 neglected her duties and declined to do any work, nor did she nominate another trustee. All  
14 recipients certified that "we do not engage in any political activity, nor are we controlled by a  
15 government agent."

16           •       In 2015 to 2016, distributions were made to 63 recipients. Petitioner Thu-Le  
17 neglected her duties and declined to do any work, nor did she nominate another trustee. All  
18 recipients certified that "we do not engage in any political activity, nor are we controlled by a  
19 government agent."

20           •       This year, 2016 to 2017, applications have been accepted and reviewed by  
21 Respondent. Copies of the applications were provided to Petitioner. It is unknown what, if any,  
22 work she is doing on behalf of the Trusts.

23           It is disingenuous for Petitioner Thu-Le to claim in the Petition that she does work in  
24 Vietnam for the Trusts while in fact all agreements she signed with the Communist government of  
25

1 Vietnam are for TTKKTL of which she was chairperson until she resigned in July 2016. It is also  
2 disingenuous when she claims, without proof, that the police interviewed her and asked her about the  
3 activities of Phung and that she is afraid for her safety. Further, she has used FESR money for  
4 extended trips to Vietnam and for providing special attention to the village of Niem Pho where her  
5 paramour was from. On the other hand, Respondent, while doing all of the work for VASF in the  
6 past 28 years and most of the work for FESR for the past 20 years, has not used as much as \$2,000 in  
7 all of his travels, time and postage.

8  
9 Notwithstanding her contrived allegations, it has been and remains Phung's practice to  
10 provide Petitioner with the donations and supporting documentation to be made from the Trusts in  
11 advance for her review and comment. If Petitioner merely reviewed the documentation that Phung  
12 provided, she would know that none of the donations were made in violation of the Trust documents.

13 Petitioner further claims that the relationship between she and Respondent "has become very  
14 hostile, thus Petitioner is unable to work with Phung as Co-Trustees to achieve the charitable goals  
15 of the Trust." Petition, p. 4. Again, other than Petitioner's unsubstantiated statement, there is no  
16 evidence that Respondent has been hostile to Petitioner. For Petitioner to imply that Phung has  
17 threatened her or that he would harm her in any way is not accurate or a fair representation of the  
18 true facts. The evidence will show continual amicable efforts on the part of Phung to work with  
19 Petitioner. Phung's efforts to work with Petitioner have been constant and respectful. Phung has  
20 called multiple meetings, all to take place in a public place, to address specifically identified charity  
21 matters. See meeting notices, attached hereto as Exhibits C, D and E. Each time Petitioner has  
22 declined to meet. Phung has provided her with all of the documentation supporting donations made  
23 by him. Petitioner has failed to reciprocate. Petitioner has declined to provide him with  
24 documentation supporting requested donations and, apparently, is the one who wishes to do as she  
25 pleases with respect to the charities. These facts are supported by electronic correspondence  
26 between the parties, which is further reason this Court must reject the Probate Commissioner's  
27  
28

1 Report and Recommendations, enter a discovery schedule and order an evidentiary hearing. Any  
2 statement that Phung has refused to work with Thu-Le or that he has been hostile to her is false and  
3 Petitioner knows it. If Petitioner does not want to work with Phung, she had a readily available  
4 remedy. She can appoint a substitute trustee.

5 Moreover, and contrary to Petitioner's assertion that Phung would only have "investment  
6 management powers," Petitioner agreed in the MSA that Phung would manage the charity accounts.  
7 See MSA, Section 14.1. Petitioner's allegation that Phung is refusing to let Thu-Le send any money  
8 to charities is another in the long line of factual distortions. Petition, p. 4. As the manager of the  
9 Trust accounts, Phung has required, not only of Thu-Le, but also of himself, that any donation be  
10 documented before a check is written. It is difficult to understand why Thu-Le would object to such  
11 a mutual requirement, as it is a sound business practice, and protects both parties should either of the  
12 charities ever be audited. The fact is that Phung has promptly written checks to charities requested  
13 by Thu-Le when the request has been documented. For her to claim otherwise is another  
14 intentionally false statement proffered by Petitioner.  
15  
16

17 Not only was Petitioner untruthful in the verified Petition, but her attorney in the Family  
18 Court continued his practice of making false statements about Respondent. Mr. Willick appeared at  
19 the contested matter before the Probate Commissioner, and stated, "The only reason I'm here, Your  
20 Honor, is in case a false representation was made as to the course of conduct in the Family Court."  
21 See Transcript, p. 18. He continued,

22 ". . . then I wouldn't be sitting on nine hundred thousand dollars in my trust account that he's  
23 already been sanctioned - -"  
24

25 THE COURT: Okay.

26 MR. WILLICK: - -for what happened in that case."

27 Transcript, p. 19.  
28

1 The statement by Mr. Willick that the nine hundred thousand dollars is a "sanction" is  
2 unquestionably false. The \$900,000.00 held in Mr. Willick's trust account is nothing more than a  
3 cash bond to stay enforcement of a judgment in the Family Court. It is not now, nor has it ever been,  
4 characterized as a sanction. See *Order* filed on May 11, 2016, in case no. D-11-455322-D in the  
5 Family Division of the Eighth Judicial District Court, and attached hereto as Exhibit J. For Mr.  
6 Willick to state that he is there only to correct misstatements and then intentionally make one  
7 himself should not go unnoticed by this Court. One misstatement might be a mistake. Numerous,  
8 repeated false statements amounts to misconduct.  
9

10 The facts are clear. Phung has at all times acted in good faith and in compliance with the  
11 MSA and charters in relation to the Trusts. Phung has gone out of his way to be courteous to and  
12 cooperative with Petitioner with respect to the charities. Respondent prays that the Court see  
13 through what Petitioner has done in the past and continues to do. Respondent respectfully requests  
14 that this Court reject the Probate Commissioner's Report and Recommendations, that a discovery  
15 schedule be entered and that an evidentiary hearing be scheduled so that all of the true facts may be  
16 presented.  
17

## 18 V. Legal Argument

19 EDCR 4.17(a) provides, "[i]n contested matters before the Probate Commissioner involving  
20 disputed issues of material fact, the Probate Commissioner shall set an evidentiary hearing date and  
21 a discovery schedule after receiving input from the attorneys for the parties and any unrepresented  
22 parties. Such settings shall be made at the time of the hearing on the initial petition commencing the  
23 litigation or at the request of any party thereto. . ." (emphasis added). NRS 0.025 defines "shall" as  
24 follows: "Except as otherwise expressly provided in a particular statute or required by context: ...  
25 'shall' imposes a duty to act." Thus, use of the word "shall" in EDCR 4.17 imposed a duty on the  
26 Probate Commissioner to act when certain conditions are met. In this instance, the act to be done  
27  
28

1 was entering a discovery schedule and setting an evidentiary hearing in contested matters involving  
2 disputed issues of material fact.

3 As set forth in the verified Petition, Respondent's Objection thereto, and this Memorandum,  
4 there are numerous disputed issues of material fact which mandate, as a matter of law, the setting of  
5 an evidentiary hearing and a discovery schedule. Those disputed issues of material fact include, but  
6 are not limited to, the following:

- 7 • Petitioner has falsely alleged and Respondent has refuted that some of Respondent's  
8 donations are made to unauthorized political groups.
- 9 • Petitioner has falsely alleged and Respondent has refuted that the MSA only gave Phung  
10 "investment" management powers over the Trust assets.
- 11 • Petitioner has falsely alleged and Respondent has refuted that the Trust's assets are  
12 community property.
- 13 • Petitioner has alleged and Respondent has refuted that the relationship between Petitioner  
14 and Phung has become very hostile and Petitioner is unable to work with Phung to achieve  
15 the charitable goals of the Trust.
- 16 • Due to the documented neglect of her duties and her incapacity to serve as a Trustee,  
17 Petitioner cannot be trusted to manage the assets of VASF or FESR.
- 18 • Notwithstanding any statement by Petitioner, the Trust has operated just as it has since its  
19 formation by Respondent.
- 20 • Petitioner does not have standing to petition this Court regarding VASF or FESR as she is no  
21 longer a Trustee of either charity.

22 Moreover, in Respondent's Objection and at the time of the hearing, Respondent's counsel  
23 requested that the Probate Commissioner establish a discovery schedule and set an evidentiary  
24 hearing. Again, under the circumstances of this matter and at the request of any party, the Probate  
25 Commissioner has a duty to set an evidentiary hearing date and a discovery schedule. The failure to  
26 do so was a clear error requiring that this Court reject the Probate Commissioner's Report and  
27 Recommendation.

28 Not only did the Probate Commissioner err by failing to set an evidentiary hearing and a  
discovery schedule, but he failed to follow the applicable statutory authority in decanting the Trust  
funds. NRS 163.556 provides the purported authority for decanting. Section 1 states: "1. Except

1 as otherwise provided in this section, unless the terms of a testamentary instrument or irrevocable  
2 trust provide otherwise, a trustee with discretion or authority to distribute trust income or principal to  
3 or for a beneficiary of the trust may exercise such discretion or authority by appointing the property  
4 subject to such discretion or authority in favor of a second trust as provided in this section.”

5 As set forth in the Charter, MSA and described above, Petitioner does not have unlimited  
6 discretion or authority to distribute trust income or principal. The parties agreed that Phung would  
7 manage both Trust accounts. That much is clear and not subject to dispute. See MSA at Section  
8 14.1. Moreover, both Trustees are limited to making contributions, expenditures and grants in  
9 amounts less than \$5,000. Any contribution, expenditure or grant exceeding \$5,000 must be agreed  
10 to in writing by both Petitioner and Respondent. Such a limitation was agreed to at the time of the  
11 divorce so neither party could misuse or waste Trust assets. On this point, the parties agreed as  
12 follows:  
13

14 HUSBAND shall manage the Fidelity VASF Brokerage Account No. xxxx4792,  
15 Fidelity FESR Brokerage Account No. xxxx4784, Bank of America Account No.  
16 xxxx2956, Bank of America Account xxxx4259 on behalf of the both Trustees,  
17 HUSBAND and WIFE. However, any and all decisions relating to contributions,  
18 expenditures, grants, etc., in excess of \$5,000.00 shall be agreed to in writing by both  
19 trustees. Moreover, these assets cannot be moved or transferred without the express  
20 written permission of both Trustees.

21 MSA at Section 14.1.

22 The language quoted above is clear. Since the Trust assets cannot be moved or transferred  
23 without the express written permission of both Trustees, Petitioner is not a trustee with discretion or  
24 authority to distribute trust income or principal. Accordingly, she cannot exercise discretion or  
25 authority and, thus, she does not have the authority to decant by appointing the Trust property to a  
26 second trust.

27 Not only has Petitioner never actively served as a Trustee on behalf of the Trusts, but  
28 Petitioner’s fitness to serve as a Trustee of the Trusts must be examined by this Court. Section Six  
of the Charter provides in part, “[t]he failure of a Trustee to attend any of the meetings of Trustees

1 for three (3) consecutive meetings shall be deemed conclusive as his or its incapacity to act.”  
2 Petitioner missed at least three (3) consecutive meetings and, as a result, was officially removed as a  
3 Trustee. See Minutes, attached hereto as Exhibits F, G and H. Thus, Petitioner is not empowered  
4 with discretion or authority to distribute any trust income or principal. As such, Petitioner has no  
5 standing to bring this Petition.

6 Further, at the hearing before the Probate Commissioner, Respondent’s counsel intimated  
7 that there may have been issues with the way a gift or gifts from the Trusts were utilized by Trung  
8 Tam Khuyen Khich Tu Lap (“TTKKTL”). From 2012 until July 2016, Petitioner was the  
9 chairperson of TTKKTL, a charitable trust in Vietnam that is not the subject of these proceedings.  
10 Respondent recently discovered after her resignation that certain transition documents revealed some  
11 loss of funds. Mr. Phan Van Hai (“Hai”), the former Director who worked directly under the  
12 supervision of Thu-Le, maintained a secret TTKKTL account, and that upon resigning his office on  
13 August 31, 2016, shortly after Petitioner resigned, Hai withdrew approximately \$57,000 and  
14 deposited it into his own account. Nguyen Nhien (“Nguyen”), a member of the TTKKTL Board of  
15 Directors and Inspector General, conducted an investigation with the help of the Vietnamese police.  
16 Hai confessed that Petitioner had instructed him to keep a portion of that money for her. TTKKTL  
17 executives then reported this event to the government for the City of Hue, which conducted its own  
18 investigation. The City of Hue Inspector interrogated Hai and found that, of the missing \$57,000,  
19 approximately \$20,400 was money that Petitioner purportedly asked Hai to keep for her and the  
20 remaining, approximately \$36,700, was money that VASF asked him to transfer to smaller charities,  
21 but he had not done so. The City of Hue Inspector further found that during the time Hai worked  
22 under the direction of Petitioner, the two committed some questionable acts. Specifically, it appears  
23 that Hai manufactured a few applications requesting funds from VASF. See Report of the Inspector  
24 General of TTKKTL dated November 21, 2016 (English Version), attached hereto as Exhibit K.  
25  
26  
27  
28



1 The investigation into the misuse of funds continues. As of December 2016, the Vietnamese police  
2 have assisted TTKKTL to recover funds for VASF and FESR.

3 It is with great reluctance that Respondent raises these issues. However, for 28 years with  
4 VASF and 20 years with FESR, Thu-Le has not done anything to demonstrate she is capable of  
5 managing the Trusts or any portion thereof to achieve the Trusts' stated objectives per their Charters.  
6 Anything she did was administrative support, such as typing or record keeping, directed by Phung.  
7 She has no record of reviewing applications for donations or screening potential recipients for  
8 awards. Moreover, Petitioner's documented neglect of her Trustee duties, her conclusive incapacity  
9 to serve as a Trustee and questionable handling of other trust funds are issues that must be addressed  
10 through competent evidence.  
11

12 During this same period of time, Phung has worked tirelessly for the Trusts without  
13 compensation and has hundreds, if not thousands, of documents demonstrating his work with  
14 educational institutions, students, scholars, hospitals, scouts, kindergartens, victims of human  
15 trafficking and civic groups all in an effort to achieve the goals of the Trusts he formed. Respondent  
16 owes the Trust fiduciary duties. He takes these duties serious, as he should, and is compelled to  
17 raise these issues with the Court notwithstanding his prior willingness to work with Petitioner.  
18

19 ///

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1        **VI.    Conclusion**

2            Respondent Phung respectfully requests that this Court reject the Probate Commissioner's  
3 Report and Recommendation and remand this matter to allow for an appropriate discovery schedule  
4 and evidentiary hearing as required by EDCR 4.17.

5            DATED this 30 day of December, 2016.

6  
7  
8            BY: 

Michael R. Mushkin, Esq.

Nevada Bar No. 2421

L. Joe Coppedge, Esq.

Nevada Bar No. 4954

Michael R. Mushkin & Associates

4475 South Pecos Road

Las Vegas, NV 89121

*Attorneys for Respondent, Doan L. Phung*

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I, Doan L. Phung, am the Respondent in the above-entitled action. I have read the foregoing *Respondent, Doan L. Phung's Objection to Probate Commissioner's Report and Recommendation and Request for Judicial Review*, have personal knowledge of the facts contained therein, and unless stated otherwise, the factual averments contained therein are true and correct to the best of my own personal knowledge, except for those statements made upon information and belief, and as to those statements, I believe them to be true.

Dated this 30<sup>th</sup> day of December, 2016.

*Doan L. Phung*  
Doan L. Phung, Respondent

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing *Respondent, Doan L. Phung's Objection to Probate Commissioner's Report and Recommendation and Request for Judicial Review* was submitted electronically for filing and/or service, with the Eighth Judicial District Court on this 30<sup>th</sup> day of December, 2016. Electronic service of the foregoing document shall be made as follows<sup>2</sup>:

**E-Service Master List  
For Case P-16-089638-T**

**In the Matter of the Trust of: Fund for the Encouragement of Self-Reliance**

**Goldsmith & Guymon**

**Contact**

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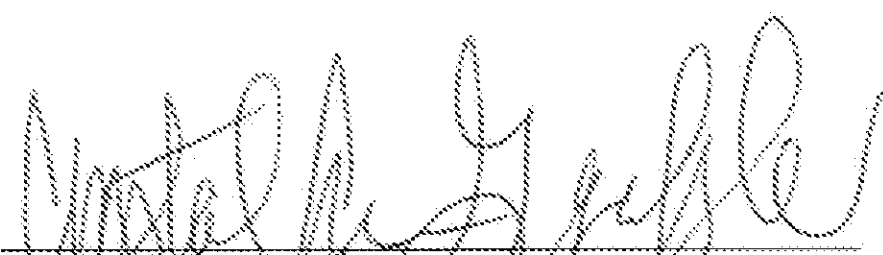
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An employee of  
MICHAEL R. MUSHKIN & ASSOCIATES

<sup>2</sup> Pursuant to Administrative Order: 14-2, service by electronic means, for documents identified in Rule 9 of the NEFCR, is mandatory in the Eighth Judicial District Court.

# EXHIBIT A

# EXHIBIT A

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 1954, 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

Thuc 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

Thuc 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 Nov, 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 Nov, 19 97.

Susan J. Kennison  
NOTARY PUBLIC

My Commission Expires: Aug 7, 2001

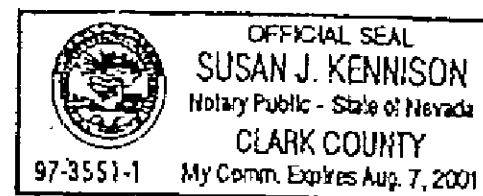


Exhibit "A"

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)

\_\_\_\_\_  
\_\_\_\_\_

## 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 B

EXHIBIT B

ORIGINAL

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*Allen E. Johnson*

CLERK OF THE COURT

DECD  
KIRBY R. WELLS, ESQ.  
Nevada Bar No. 001666  
WELLS & RAWLINGS  
6900 Westliff 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 WESTLIFF DRIVE SUITE 710  
LAS VEGAS, NEVADA 89145  
TELEPHONE 702 341-7117  
FACSIMILE 702 341-8527

DISPOSITIONS  
☐ Conversion from  
Blackstone  
☐ Involuntary  
Dismissal  
☐ Transfer to  
Voluntary  
Dismissal  
☒ Decision with  
Trial/Hearing  
☐ Decision w/  
Hearing  
☐ Decision w/  
Trial/Evidentiary  
Hearing  
Guardianship  
☐ Death  
☐ Age of Majority  
☐ Restoration of  
Competency  
☐ Order  
Terminating  
Guardianship/  
Final Act.

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  
25  
26  
27  
28

1 valuation of the subject assets and obligation or with respect to the division of properties and  
2 indebtedness herein.

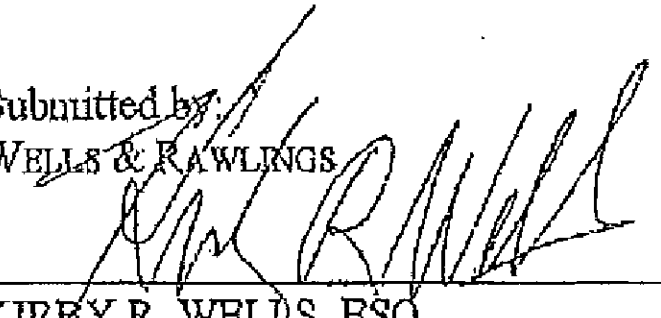
3 The parties further acknowledge and agree that they are fully aware of and understand the  
4 contents, legal effects, and consequences of this Decree of Divorce; that they enter into this  
5 agreement freely, voluntarily, free from duress, fraud, undue influence, coercion or misrepresentation  
6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

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

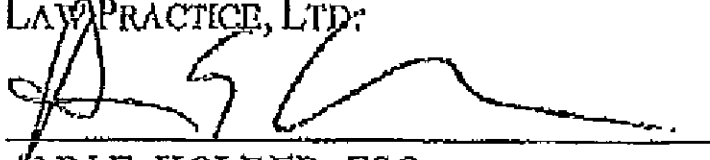
11 DATED April 6, 2012

12  
13   
14 DISTRICT COURT JUDGE 

15 Submitted by:  
16 WELLS & RAWLINGS

17   
18 KIRBY R. WELLS, ESQ.  
19 Nevada Bar No. 001666  
20 6900 Westcliff Drive, Suite 710  
21 Las Vegas, Nevada 89145  
22 (702) 341-7117  
23 Attorney for Plaintiff

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

24   
25 ANN E. KOLBER, ESQ.  
26 Nevada Bar No. 008144  
27 5616 S. Fort Apache Road #110  
28 Las Vegas, Nevada 89148  
(702) 871-6144  
Attorney for Defendant

Approved by:

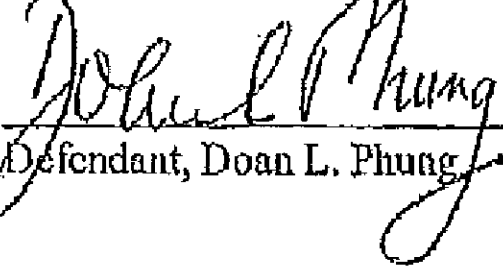
24 

25 Plaintiff, Thu-Le Doan

2/22/12

Dated

Approved by:

24 

25 Defendant, Doan L. Phung

2/16/12

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 22<sup>nd</sup> 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  
24  
25 WIFE'S INITIALS: TL

26  
27 HUSBAND'S INITIALS: DP

WELLS & RAWLINGS

ATTORNEYS AT LAW  
5800 WESTCLIFF DRIVE, SUITE 700  
LAS VEGAS, NEVADA 89145  
TELEPHONE 702 341-217  
FACSIMILE 702 341-2227

1.0 INCORPORATION OF RECITALS

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

2.0 LIVING SEPARATE AND APART

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

3.0 ALIMONY PROVISIONS

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

4.0 DIVISION OF COMMUNITY PROPERTY

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

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

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

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

WIFE'S INITIALS: LED

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  
18 4.1.11 One-half (5%) of the parties 10% interest in Broadway Shopping Center, LLC.  
19  
20 4.1.12 One-half of parties' retirement accounts, IRA's, and pensions, subjection to the  
21 provisions set forth in Section 11 below.  
22  
23 4.1.13 One-half of the household furniture and furnishings located at 8021 Golfers Oasis  
24 Drive, Las Vegas, Nevada 89149, subject to Section 12 below.  
25  
26 4.1.14 WIFE's clothing, jewelry and personal possessions (including all gifts from the  
27 parties' children, grandchildren, and friends), subject to Section 12 below.  
28  
4.2 HUSBAND shall have confirmed to him as his sole and separate property free  
of any and all claims by WIFE, the sole ownership in and to the following:

WIFE'S INITIALS: ADHUSBAND'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 4.2.2 One-half of the Kelley Blue Book value of the 2011 Toyota RAV4, subject to the  
5 provisions set forth in Section 7 below.

6 4.2.3 His 49% ownership interest in the business entity known as PAI Corporation a/k/a  
7 Professional Analysis, Inc., subject to the provisions set forth in Section 8 below.

8 4.2.4 One-half of the funds in the Bank of America Checking Account No.  
9 004970158473, subject to the provisions set forth in Section 9 below.

10 4.2.5 One-half of the funds in the Bank of America Money Market Account No.  
11 004960573822, subject to the provisions set forth in Section 9 below.

12 4.2.6 One-half of the Fidelity Investments Account No. X94-109380, subject to the  
13 provisions set forth in Section 10 below.

14 4.2.7 Bank of America Checking Account No. 501013725444.

15 4.2.8 Fidelity Investments Account No. X66-411280.

16 4.2.9 One-half (5%) of the parties 10% interest in Ridgeway Square Partnership.

17 4.2.10 One-half (5%) of the parties 10% interest in Broadway Shopping Center, LLC.

18 4.2.11 One-half of parties' retirement accounts, IRA's, and pensions, subsection to the  
19 provisions set forth in 11 below.

20 4.2.12 One-half of the household furniture and furnishings located at 8021 Golfers Oasis  
21 Drive, Las Vegas, Nevada 89149, subject to Section 12 below.

22 WIFE'S INITIALS: WJ

23 HUSBAND'S INITIALS: DLP

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

2 5.0 ASSUMPTION OF COMMUNITY DEBTS

3 5.1 WIFE shall assume and pay the following debts and hold HUSBAND  
4 harmless therefrom:

5 5.1.1 Any and all personal debts incurred by WIFE since September 1, 2011.

6 5.1.2 Any and all other obligations relating to the property awarded to WIFE by this  
7 Agreement.

8 5.2 HUSBAND shall assume and pay the following debts and hold WIFE  
9 harmless therefrom

10 5.2.1 Any and all personal debts incurred by HUSBAND since September 1, 2011.

11 5.2.2 Any and all other obligations relating to the property awarded to HUSBAND by this  
12 Agreement.

13 6.0 PROVISIONS REGARDING THE MARITAL RESIDENCE

14 6.1. The parties shall share possession of the residence separately and equally until  
15 it is sold, and equally share the expenses associated with the residence, including, but not limited to,  
16 taxes, homeowner's association dues, repairs, maintenance, utilities, etc., to paid from the joint  
17 account.

18 6.2 The cost of major improvements made to the property shall be shared equally  
19 and paid with joint funds. Any additional improvements must be mutually agreed to by the parties  
20 prior to the improvements being made.

21 WIFE'S INITIALS: WLD

22 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: ALB

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: AD

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: ALD

HUSBAND'S INITIALS: DLP

1 which shall contain a fair and equitable distribution of one-half (1/2) of the parties household furniture  
2 and furnishings. WIFE shall provide these lists to HUSBAND Defendant [see Exhibit "A"  
3 attached], and HUSBAND shall choose, within five (5) days of the date he signs this agreement,  
4 either the "A" or the "B" list as the list of items he wishes to have. The parties shall thereafter  
5 cooperate to effectuate the resulting division of property at the time the residence is sold.  
6

7 12.3 Neither party shall interfere with the other party's access to the home and the  
8 items set forth herein.  
9

10 13.0 DISSOLUTION OF THE DOAN PHUNG AND THU-LE DOAN  
11 TRUST (A REVOCABLE FAMILY TRUST)

12 13.1 The parties agree that the Doan Phung and Thu-Le Doan Trust shall be  
13 dissolved and the assets contained therein shall be transferred out of the trust to effectuate the terms  
14 of this agreement.

15 14.0 VIETNAMESE AMERICAN SCHOLARSHIP FUND (VASF) AND  
16 FUND FOR ENCOURAGEMENT OF SELF RELIANCE (FESR)

17 14.1 HUSBAND shall manage the Fidelity VASF Brokerage Account No.  
18 Z85044792, Fidelity FESR Brokerage Account No. Z85044784, Bank of America Account No. 5010  
19 1205 2956, and Bank of America Account 4440 0794 4259 on behalf of the both Trustees,  
20 HUSBAND and WIFE. However, any and all decisions relating to contributions, expenditures,  
21 grants, etc., in excess of \$5,000.00 shall be agreed to in writing by both trustees. Moreover, these  
22 assets cannot moved or transferred without the express written permission of both Trustees.  
23

24 14.2 HUSBAND shall provide WIFE with an accounting of all funds paid from  
25 these accounts for his charity organization, Institute for VietNam Future (IVNF) expenses and  
26

27 WIFE'S INITIALS: AtD

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: LRD

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: KES

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: WLPHUSBAND'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 IL. 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: KED

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: HO

HUSBAND'S INITIALS: DLP

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

#### 27.0 ENTIRE AGREEMENT

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

#### 28.0 NO PARTY DEEMED DRAFTER

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

WIFE'S INITIALS: GD

HUSBAND'S INITIALS: DLP

1                   29.0   WAIVER

2  
3                   29.1   No waiver of any one of the provisions hereof shall work a continuing waiver  
4 or a waiver of any subsequent breach.

5                   30.0   BINDING EFFECT

6                   30.1   This Agreement shall be binding upon, and inure to the benefit of, the  
7 respective agents, representatives, heirs, assigns, and successors-at-law of the parties hereto.  
8

9                   31.0   GOVERNING LAW

10                  31.1   This Agreement and the rights of the parties hereto shall be governed and  
11 interpreted in all respects by the law applied to contracts made and wholly to be performed within  
12 the State of Nevada.

13                  32.0   CUMULATIVE EFFECT

14                  33.1   The parties' rights and remedies hereunder shall be cumulative, and the  
15 exercise of one or more shall not preclude the exercise of any other(s).  
16

17                  \*\*\*\*\*

18                  \*\*\*\*\*

19                  \*\*\*\*\*

20                  \*\*\*\*\*

21                  \*\*\*\*\*

22                  \*\*\*\*\*

23                  \*\*\*\*\*

24                  \*\*\*\*\*

25                  \*\*\*\*\*

26  
27                  WIFE'S INITIALS: HOHUSBAND'S INITIALS: DLP

WELLS & RAWLINGS

ATTORNEYS AT LAW  
8900 WESTCLIFF DRIVE, SUITE 710  
LAS VEGAS, NEVADA 89145  
TELEPHONE 702-841-8827  
FACSIMILE 702-841-8827

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

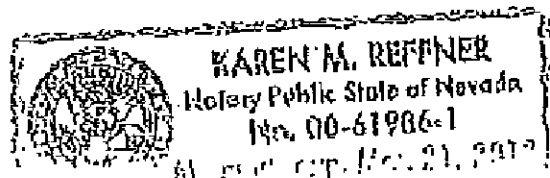
Doan L. Phung  
DOAN L. PHUNG, Husband

ACKNOWLEDGMENTS

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.

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

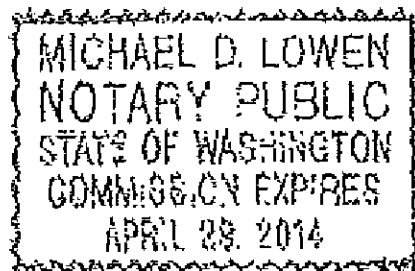
WIFE'S INITIALS: td

HUSBAND'S INITIALS: DLP

ALL  
WASHINGTON  
STATE OF NEVADA ALL )  
SNO/OMISH ) SS.  
COUNTY OF CLARK )

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

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 THU-LEDOAN 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: LED

HUSBAND'S INITIALS: DLP

WELLS & RAWLINGS

ATTORNEYS AT LAW  
6900 WESTCLIFF DRIVE, SUITE 710  
LAS VEGAS, NEVADA 89146  
TEL: 794-1311 FAX: 794-1312  
FAC: 794-1313

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 Hist:

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. 4<sup>th</sup> 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. 3<sup>rd</sup> 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

**EXHIBIT C**

**EXHIBIT C**

[doanthule@yahoo.com](mailto:doanthule@yahoo.com)

Gmail

Move to Inbox

More

Gmail - Doan

Inbox (1,275)

Starred

Important

Sent Mail

Drafts

Circles



Doan

No Hangouts Contacts

[Find someone](#)On Monday, September 14, 2015 11:44 PM, Doan Phung <[dlp.vasfcesr@gmail.com](mailto:dlp.vasfcesr@gmail.com)> w

Thu Le:

While we have personal problems, we still should and could perform the trustee functi

I am calling a meeting on Thursday October 15, 2015, to take place in the private grou  
p.m. The venue could also be moved to a public place of your choice by suggestion b

Among items of discussion include the following:

1. Achievements of VASF and CESR in 2014
2. Work in progress of VASF and CESR in 2015
3. Investment decisions
4. Discussion on electing an additional trustee to ensure conflict resolution by  
faithfully.

Please let me know ASAP whether you would like to add any additional items on the :

DoanLPhung

# EXHIBIT D

# EXHIBIT D

From: Doan Phung <dlp.vasfcesr@gmail.com>  
Date: August 23, 2016 at 5:53:36 PM PDT  
To: Doan Thu-Le <doanthule@yahoo.com>  
Subject: Re: Meeting of the VASF and FESR

Hello Thu Le:

On August 15 I wrote to invite you to select a date of 8/20 or 8/27 to have the trustees' meeting. As August 20 has past without your response, and August 31 is the date I plan to send out the announcement for the 2016-2017 program, I have decided to convene the meeting on August 28, 2 to 4 p.m.

Please come to the public library at Cheyenne and Buffalo before 2 p.m. When you enter the library, you could ask the person at the reception desk which room or what area of the library the meeting is, just citing VASF or FESR, or my name.

At the meeting, we will review and make decisions regarding four most important issues:

1. Review the results of work in 2015-2016 and status of the charity organizations.
2. Review and decide on the 6th-year program on challenge-collaboration.
3. Review and decide on investments and the delayed 2015 tax filings.
4. Decide on the election of a third trustee.

Your presence is important for the operation of the organizations.

Doan L. Phung

Managing trustee

On Mon, Aug 15, 2016 at 1:59 AM, Doan Phung <dlp.vasfcesr@gmail.com> wrote:

Hello Thu Le:

I am calling a meeting of the trustees of the VASF and FESR. We could meet on Saturday, August 20, or Saturday, August 27 at your choice. the meeting could be from 2 to 4 pm, at the public library, Buffalo and Cheyenne. There are private rooms for the meeting, or we could also meet in the public corner of the library if there are not too many people.

The agenda of the meeting will include the following:

1. Review of results of the 2015-2016 programs
2. Review of the finances of the VASF and FESR
3. Make decisions regarding the 2016-2017 program and finances.

If you have any other suggestions, please feel free to put it on the agenda.

Please let me know at least 3 days before you select a date.

Thank you,

Doan L. Phung

**EXHIBIT E**

**EXHIBIT E**





Doan Phung &lt;dlp.vasfcesr@gmail.com&gt;

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Meeting of the VASF and FESR Board

10 messages

Doan Phung &lt;dlp.vasfcesr@gmail.com&gt;

Wed, Sep 28, 2016 at 6:25 PM

To: trustee1.cesr@yahoo.com, Doan Thu-Le &lt;doanthule@yahoo.com&gt;, thuledoan@yahoo.com

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.

---

 Holly Ngo resume 2.docx  
23K

Doan Phung &lt;dlp.vasfcesr@gmail.com&gt;

Wed, Oct 12, 2016 at 12:09 PM

To: Doan Phung &lt;dlp.vasfcesr@gmail.co&gt;

# EXHIBIT F

# EXHIBIT F

**VIETNAMESE AMERICAN SCHOLARSHIP FUND (VASF)**  
**FUND FOR THE ENCOURAGEMENT OF SELF-RELIANCE (FESR)**

8021 Golfers Oasis Drive, Las Vegas, Nevada 89149

Dlp.vasfcesr@gmail.com; cesr.trustee1@gmail.com

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October 15, 2015

**MEMORANDUM**

To: VASF and FESR file; Thu-Le Doan, trustee

From: Doan Phung, trustee

Date: October 15, 2015

**Notice of policy meeting**

I noticed Thu Le Doan, trustee of VASF and FESR, of this meeting on September 9, 2015, and encouraged her to suggest opinion and suggestions. Attachment 1. None was received.

I again reminded her on September 14, 2015 it was very important for the organizations to decide on a number of issues at the planned meeting. Attachment 2. I received no response.

I did the same on October 5, 2015, listing 7 issues to be discussed and decided upon. Attachment 3. I received the response that she could not work with me on any issue. Attachment 4.

On October 14, 2015, I reminded her again that the meeting was to take place as planned, at the Rainbow Public Library, intersection of Buffalo and Cheyenne, between 2 pm and 4 pm. I had chosen Study Room No. 1 for the meeting. Thu-Le Doan sent a message she would not come. I came anyway due to the importance of the issues and in the event she sent a representative. I sat at the pre-informed place in the library, in plain view of anyone who comes into the library beyond the reception desk. Ms. Thu Le Doan did not show up. Neither did any of her representatives.

**Issues to be discussed and decided upon**

Attachment 3 have listed the seven issues. They are summarized here below.

1. How are we to review the more than 50 applications for challenge funds that VASF and CESR expect to receive in our fifth-year challenge program? Ms. Thu-Le Doan participated in the first year, did not participate in but did not object to the same program in the second, third and fourth year.

2. How are we going to invest the charity funds now that they are mostly in cash upon her earlier request?
3. How are we to deal with the "no self-dealing" provision of the FESR and VASF charter in view Ms. Doan's demand, through her lawyer, to divide the VASF and FESR endowments so that she could have control of 50% by her alone?
4. The provision of "no self-dealing" is also called upon when Ms. Thu-Le Doan used FESR money to travel for several months each year since 2012 to her hometown purporting to work for the charity TTKKTL. TTKKTL is a Vietnamese organization that has received money from FESR and VASF more than any other beneficiary. But legally it is just another beneficiary, not FESR that is registered as a 501 (c) (3) organization under the US law. To use FESR money to spend several months each year at her native town at her own pleasure without the concurrence of the board of trustee is to violate the "no self-dealing" provision of the charter of FESR.
5. There is the need to elect another trustee to resolve the deadlock caused by trustee Thu-Le Doan's refusal to work with trustee Doan L Phung to discharge the duties of the VASF and FESR with respect to the law regarding distribution of fund each year.
6. For more than 20 years, Doan L Phung has been working passionately for FESR and VASF, with no compensation and practically no cost. It is now time to hire an Executive Director to run the organizations that have been very successful in pursuing the goals they envisioned when first established. A search must be conducted and decisions must be made on this subject.
7. It is important to clarify how taxes are paid and reports are compiled annually. Historically Ms. Thu-Le Doan has been doing these duties. However, it is not clear that she continues doing so in the past few years.
8. A late issue, as of October 10, 2015, is to unfreeze the accounts of VASF and FESR, when without notice, Ms. Thu-Le Doan had her attorney cause Fidelity to freeze them. This action has caused several FESR and VASF checks to bounce, with difficulties and embarrassment for Doan Phung, the trustee of the accounts per court order.

### **Outcome of the meeting**

Since Ms. Thu-Le Doan did not show up after being noticed more than a month ahead of time, and reminded 3 times during the 40-day interval, she is at fault of being derelict in her duties as trustee. Doan Phung decided to review the issues as follows, pending further communication and actions.

1. Doan Phung will send to Thu-Le Doan all applications to review. The deadline for all reviews, including his own, is November 15, 2015, in time to issue letters of grants and to send the money before December 15, 2015. Previously Ms. Thu-Le Doan had suggested to Doan Phung to hire people to help in the review and paperwork.
2. While the stock market is very volatile, there are opportunities for the endowments to grow. Per request of Ms. Thu-Le Doan in August-September 2015, Doan Phung has stopped all trading and liquidated 95% of the equity holdings into cash. Doan Phung has suggested to Thu-Le Doan, without receiving any objection from her, that the funds be invested in conservative mutual funds at Fidelity or suggested by Fidelity. This issue will continued to be discussed by email between the two trustees.
3. The question of "no self-dealing" is contentious and would be discussed in continued communication.
4. Same as Item #3.

5. Ms. Thu-Le Doan and Doan Phung will be asked to suggest 3 names each to be invited as trustee of VASF and FESR. The name that is on both lists will be invited to join the Board of Trustees. In the event he/she needs compensation, the same compensation shall be dispensed to the existing trustees, provided that the trustee shows up in meetings that are noticed in advance of at least two weeks.
6. Hiring an Executive Director is difficult. John Anner, Executive Director of East Meets West, has resigned from that organization that took on the new name of Thriive. He had grown EMW from having no money to an organization that undertook more than \$10M per year in Vietnam. It is doubtful, however, that he would consider VASF and FESR, even as his salary could be as high as \$150,000 per year. We will continue to communicate on the subject.
7. Doan Phung proposes that Thu-Le Doan continues to handle taxes and annual reports for VASF and FESR, until an Executive Director is hired.
8. Doan Phung will communicate with Thu-Le Doan to have her attorney unfreeze the VASF, FESR and other accounts listed in the Decree of Divorce that are not frozen by court order.

### Conclusion

It is regretful that the divorce of Thu-Le Doan from Doan Phung has affected the work of VASF and FESR. However, as astute trustees, the parties should be able to conduct the duties in ways that the charters call for. VASF and FESR have done some wonderful things and will continue to do so with the goodwill of the trustees. Another meeting shall be called to discuss the issues. Communication should continue.

This memo is completed at 5 pm at the Rainbow Library

October 15, 2015

**EXHIBIT G**

**EXHIBIT G**

## Minutes of VASF & FESR Trustees' Meeting

August 27, 2016

### Call to Meeting

A trustees' meeting for the charity organizations Vietnamese American Scholarship Fund (VASF) and Fund for the Encouragement of Self-Reliance (FESR) took place on Saturday, August 27, 2016, at the public library Cheyenne & Buffalo, 2 pm to 4 pm. The meeting was a joint meeting because there were only two active trustees in each, and they were the same. Further, the charters of the two organizations were identically the same, except for a small difference in Section 6.

Announcement of the meeting was made on August 15 for the trustees to select a suitable date for all parties. Failing to hear from other trustee, Doan Phung selected the date of August 27 at the above location and time. This information was sent to trustee Thu Le Doan on August 23.

Prior to the meeting, arrangements were made with the library to have a conference room. The meeting room #6 was offered with the promise that a larger room would be available if needed. This information was written up and given to both reception locations at the entrance of the library.

2:00 pm came and past. Trustee Doan Phung waited until 2:15 pm to ensure that trustee Thu-Le Doan may be late but could be present. By 2:15 pm he received neither a telephone call nor an electronic message that she would come. Neither did he see her presence in the library. Her absence was therefore intentional.

The meeting had to go on, perforce.

### Essence of Discussions

Four items of the agenda, pre-announced, are:

- Review the results of work in 2015-2016 and status of the charity organizations.
- Review and decide on the 6th-year program on challenge-collaboration.
- Review and decide on investments and the delayed 2015 tax filings.
- Decide on the election of a third trustee.

#### *I. Review of the 2015-2016 work and status of the charity organization*

During 2016, the challenge-collaboration program went well, with significant recognition among civil and charity groups in Vietnam. More than 50 groups have been challenged with \$1000 to \$5000 each from either VASF or FESR or both. Trustee Doan Phung spent significant efforts to review some 1000 pages of applications (each of approximately 70 applications of 10-20 pages), shared the reviews with Thu Le Doan by email, solicited her opinion, and gave the awards in writing with the specific challenges for each.

During the year, most organizations met the challenges with enthusiasm and submitted reports as required. But being under the Communists for so long, many were unfamiliar with the American way of doing business. They stumbled in meeting report deadlines and they did not show sufficient proofs for transparency. Significant correspondence went on from January to August 2016, and trustee Doan Phung

estimated he spent at least 20 hours per week doing this job. He does not charge the organization a penny for his labor or for the cost of Internet, telephone, transportation and postage.

Some notable successes of the program include:

- The empowerment of Canh Buom to develop, voluntarily without compensation, textbooks for elementary students to study in the self motivation style similar to the Montessori methods.
- The empowerment of Nghi Luc Song, a school for the handicapped that is directed by a handicapped person, to teach IT, English and photoshop to some 60 students per year, and to find jobs for graduates among foreign companies in Vietnam.
- Facilitating the regrouping of the fragmented Scouts organization. This organization, while being legitimate and public in Vietnam before 1946 with Ho Chi Minh being an honorary member and several of his ministers being members, was forbidden by the regime in favor of the Communist party monopoly of youth organization. While the Constitution allows groups like Scouts to be formed and to function, the government steadfastly refused giving permits and used the police to disband large gatherings of scouts. With VASFCESR challenges, some scout leaders have established non-profit companies to further scout's mission; that is, to train young people for leadership qualities and life skills to do good for the communities. Learning for Life and Do Good for the Community groups have been formed in Saigon, Danang, Hue, Daklak, Nghe An, Hanoi and Hung Yen.
- The facilitation of civil groups such as Du Ca (Sing Along), Happier (Volunteers for hospitals), Sinh Vien Dai Viet (students doing work voluntarily for the community)... to have more means to exert their voluntary labor to serve the community. They have met our challenges with enthusiasm.
- Help to established charity groups to do their work better. Examples include Thien Duc and Bao Bao that provide medical examinations and surgeries to the poor; Give It Back to Kids that assists pregnant teens to keep the babies and to learn a job skill; Good Samaritan Medical and Dental that organizes medical missions to help thousands of people annually, including establishing the emergency medicine discipline for medical schools.
- Help to organizations that help Vietnamese in need. Examples include People Serving People that assists children of Vietnamese refugees in Thailand going to school; The Compassion Flower that assists victims of human trafficking; Linh Quang that teaches classes for children in ghettos whose parents cannot afford to send them to public schools.
- Challenge was also provided to organizations in the US, designed mostly to encourage various groups to do more to integrate the Vietnamese Americans into the main stream. Examples include Vietnamese Friendship Association in Seattle, Vietnamese Leadership Training program in Dallas, Community Builders in Atlanta.

At the meeting, while Trustee Thu-Le Doan was intentionally absent, it was decided that should she sue to split the organizations, then VASF and FESR will take the lead in opposing her motion on the basis of three clauses in the charter:

1. Section 2: "Trustees shall not engage in any act of self-dealing."
2. Section 8: "Gifts made to the Trust shall be irrevocable."
3. Section 9: "This Charter is irrevocable and may not be amended or modified..."

Further, the trusts will defend trustee Doan Phung, in the event he is also sued, on the basis of the law that states, in part:



"All directors, trustees or members of the governing bodies of nonprofit cooperatives, corporations, clubs, associations and organizations described in subsection (d), whether compensated or not, shall be immune from suit arising from the conduct of the affairs of such cooperatives, corporations, clubs, associations or organizations. Such immunity from suit shall be removed when such conduct amounts to willful, wanton or gross negligence."

*[Section 48-58-601(c) of the Tennessee Code; similar law exists in every state of the Union.]*

It is noted that VASF had 4 trustees for a long time. The existing trustees, Thu Le Doan and Doan Phung, had failed to elect their replacement within 60 days after their resignation, as provided by Section 6 of the Charter. The trustee present moved to elect a third trustee for VASF within 3 months by asking the existing trustees to submit names for voting. It was further moved that a fourth trustee is not necessary for the work at hand, and because that may cause an impasse in voting on important issues.

It was also noted that FESR never has more than two trustees. Therefore, it was moved that a third trustee be invited to join the FESR board. The process could be the same as for VASF and the third trustee could be the same person as VASF, because VASF and FESR are quite identical, except for their separate assets and a small difference in the term of the trustees.

## **II. Review and decide upon the plan for the 2016-2017 programs**

Doan Phung presented documents of the 2016-2017 program, the 6<sup>th</sup> year of the joint VASF and FESR challenge-collaboration method of distributing funds. The documents in two languages include three parts

1. Announcement of rules of the challenge-collaboration program. The rules include the eligibility of applicants, the challenge approach, the collaboration approach, and the review process. The announcement encourages organizations to work together to maximize results and minimize administrative costs.
2. Sample application outline.
3. List of more than 100 charity organizations, not all of them had been participants in past programs, to act as references for those who would apply.

The documents were similar to but tighter than those in the past 5 years. They were approved to be released on August 30, 2016.

## **III. Review and decide upon investment strategy and the filing of the 2015 tax return.**

Trustee Doan Phung explained most of the money of the VASF had been parked in cash since 2015, pending clarification of the market conditions. Market experts opined the time has come for the market to slow down and drop since it has been on the bull run for more than 7 years. The trustee decided, except for some current equities, to wait a bit longer before investing in dividend paying funds, particularly after the Federal Reserve will have decided to raise the interest rate.

VASF has a real estate property worth a million dollars in Oak Ridge, TN. It was donated to VASF by a group of investors who wanted to get tax write-offs at the time. This property had been vacant since 2013 when trustee Thu Le Doan moved PAI Corporation out of it, causing both PAI to pay rent in a storage

facility and VASF to pay utility, taxes and management on an empty building. After 3 years of unsuccessfully trying to sell it, trustee Doan Phung requested to ask trustee Thu Le Doan to take over this responsibility of managing and selling the property. This request will be conveyed to trustee Thu Le Doan as soon as possible.

Trustee Doan Phung is preparing data for CPA Fred Winters to file in October. All estimated taxes for 2015 and 2016 had been paid.

#### **IV. Election of a third trustee**

In accordance with the charter, when a trustee vacancy is available, the remaining trustees shall make an effort to fill it within 60 days. This had not been done since trustees Wright and Schlatter resigned in 2011 from VASF. This deficiency is hereby fixed, with the following resolutions:

- Trustee Wright's vacancy shall be filled before the end of the year 2016
- Trustee Schlatter's vacancy shall not be filled because VASF should not have an even number of trustees, and 5 would be too many for the jobs at hand.

A resolution was also made to elect a third trustee for FESR.

It is urged that trustees Doan Phung and Thu Le Doan work to elect the third trustee for board of trustees of VASF and FESR before the end of the year. If a joint agreement cannot be made, trustee Doan Phung can go ahead to invite a willing trustee who, by charter, is not paid a salary.

There being no further items to be discussed, the meeting recessed at 4:15 pm.

Recorded on August 27, 2016; typed up on August 30, 2016

By Doan L. Phung, trustee of VASF and FESR

#### **Attachments:**

1. Invitation to Thu Le Doan to attend the trustees' meeting
2. The charter of VASF
3. The charter of FESR/CESR
4. The 6<sup>th</sup> year program of VASFCESR
5. Example outline for the application
6. List of charity organizations that have been helping Vietnamese in need

**EXHIBIT H**

**EXHIBIT H**

**MINUTES OF TRUSTEES' MEETING**  
**ON OCTOBER 15, 2016 OF**  
**VIETNAMESE AMERICAN SCHOLARSHIP FUND (VASF) &**  
**FUND FOR THE ENCOURAGEMENT OF SELF-RELIANCE (FESR/CESR)**

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**Prior announcement of the meeting**

The announcement of the meeting together with its agenda was sent out on September 28, 2016. Since VASF and FESR have similar charters and same trustees, except for the difference in the objectives, it was decided over the history of the trusts to have common meetings. The objective of VASF is more educational focused while the objective of FESR is more medical and social focused.

**Call to meeting**

By 2:50 pm, trustee Doan Phung had been at the library arranging for a meeting room. The library allowed the use of the large study room with glass door and windows at the NW corner of the library. This information was written up and placed with the two reception desks at the entrance of the library, with request to direct inquiries from incoming trustees.

Trustee nominee Holly Ngo showed up at the same time as trustee Doan Phung. Ms. Holly Ngo had been driving up from Southern California.

We waited till 3:10 pm to see whether trustee Thu Le Doan showed up. She did not.

At 3:10 pm Trustee Doan Phung called the meeting to begin.

**Appointment of Holly Ngo as trustee of VASF and FESR.**

As previously announced of the need of a replacement trustee, and specifically on September 28, 2016, when Ms. Holly Ngo was nominated to be trustee of VASF and FESR. Her resume' was distributed. She was informed of VASF and FESR and was sent their charters as well as their past performances. She is highly qualified by virtue of 30 years experience as an IT professional and dozens of years as a philanthropist and social worker. She has given tens of thousands of dollars and traveled to Vietnam and Thailand to help the poor, the sick and the refugees. She has never been political. The documents were sent to Trustee and Trustor Thu-Le Doan.

At the meeting, per Charter Section 6, without any objection, Ms. Holly Ngo was officially appointed to be trustee of VASF, replacing Trustee T.K. Wright who resigned in 2011 and had not been replaced. Her term is 5 years. Ms. Holly Ngo officially accepted the position and promised to spend time and energies to help fulfill the objectives of the charter of the VASF.

At the meeting, per Charter Section 6, Ms. Holly Ngo was officially appointed to be trustee of FESR/CESR. Her term is 5 years. She is amply qualified by virtue of her 30 years experience as an IT professional. She also has dozens of years of experience as philanthropist; having given money to charity causes and worked for the poor, the sick and the refugees. Ms. Holly Ngo

officially accepted the position and promised to spend time and energies to help fulfill the objectives of the FESR/CESR charter.

#### **Review and follow up on the results of the meeting on August 28, 2016.**

The minutes of Trustees' meeting of August 28, 2016 were reviewed. The Board discussed the potential threat at the time that Ms. Thu-Le Doan would bring a lawsuit to break up the VASF and FESR/CESR to give her 50% control in one form or another. While this is in violation of the Marital Settlement Agreement (MSA) section 14, this potential threat has now been real, as Trustee Doan Phung received a notice on September 29 of the lawsuit that would be heard on November 14, 2016. This hearing was moved up to October 14, 2016, in the emergency attempt to quash the October 15, 2016 meeting of the Board. At the October 14, 2016 hearing, the probate commissioner tentatively recommended to the Judge to approve Ms. Thu-Le Doan's petition, while the Trusts' Attorneys L. Joe Coppedge and Mike Mushkin indicated they will oppose that recommendation on the basis of VASF Charter Section 8 and Section 9 and FESR Charter Section 9 and Section 10. These sections state that all gifts to the charities are irrevocable, and therefore Ms. Thu-Le Doan cannot claim VASF and FESR as community properties as her petition indicated. They also state that no part of the Charter could be changed or modified. Further, court ordered MSA section 14.1 assigns Doan Phung to manage the funds and forbids the funds from being transferred without the express agreement of both parties, and section 26 forbids the change of the MSA unless there is mutual consent in writing.

Specifically, however, the Commissioner allowed all activities of the trusts to continue, to include the planned meeting on October 15, 2016.

At the meeting, the Board reaffirmed the decision made in the meeting of September 28, 2016, in that the VASF and FESR will defend their breakup by trustee Thu-Le Doan

#### **Removing Thu-Le Doan from being Trustee of VASF and Trustee of FESR/CESR**

The Board also discussed the fact that since 2011 Ms. Thu Le Doan has not done anything for VASF and FESR/CESR. In fact, she has not done practically anything for VASF for 27 years, and has further caused harm to it by (a) moving PAI Corporation out of the VASF building in Oak Ridge, Tennessee, causing the building to be vacant and to lose insurance; and (b) causing Fidelity to freeze VASF accounts, causing operational payments being bounced and penalized. Since her actions to cause the building to be vacant since 2013, with yearly maintenance costs of approximately \$30,000 in taxes and maintenance, Trustee Doan Phung has asked her to help manage it to lessen the former's duties, but she has ignored the request in a similar manner she did in the history of the Trusts.

Section Six of VASF Charter and Section Six of FESR/CESR Charter states:

*"A Trustee may be removed by not less than two-thirds (2/3) majority vote of all Trustees when they deem 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, the remaining Trustee 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."*

Trustee T.K. Wright resigned from VASF in 2012 and no replacement has been effected due to blockage of Trustee Ms. Thu-Le Doan. In the meeting of October 15, 2016, using the power of a Trustor per Section Six, Doan Phung nominated and the Board elected Ms. Holly Ngo as trustee of both VASF and FESR.

The Board discussed the fact that Trustee Thu-Le Doan has not attended any meetings of the VASF since 2012, and specifically she has not attended three consecutive meetings on November 19, 2015; September 28 and October 15, 2016. Per Charter Section Six cited above, Ms. Thu-Le Doan is not capable of nor is willing to discharge her duties as trustee. Doan Phung moved to remove Ms. Thu Le Doan from the position of Trustee of VASF. Ms. Holly Ngo seconded the motion. The vote was 2 among 3 three trustees. The motion passed.

Similarly, Ms. Thu-Le Doan has not attended any meetings of the FESR since 2012, and has pointedly missed three consecutive meetings on November 19, 2015; September 28 and October 15, 2016. Per Charter Section Six cited above, Ms. Thu-Le Doan is not capable of and is not willing to discharge her duties as trustee. Doan Phung moved to remove Ms. Thu Le Doan from the position of Trustee of FESR/CESR. Ms. Holly Ngo seconded the motion. The motion passed.

Discussion was made regarding the fact that, per Charter, as Trustor, Ms. Thu-Le Doan has the authority to appoint another person as trustee. The Board recognized that authority but insisted on the procedure that the appointment shall be in writing and the vote shall be in person.

#### **Review achievements of the 5th year challenge-collaboration program, 2015-2016**

Doan Phung reviewed the achievements of the 5<sup>th</sup> year challenge-collaboration program. He indicated he had to do all the work as Ms. Thu Le Doan specifically declined to carry out her duties. During 2015 and 2016 she used FESR/CESR money to travel extensively to Vietnam, not to work for FESR/CESR but for TTKKTL, a Vietnamese charity. This illegal per FESR/CESR policy.

During 2015-2016 campaign, the VASF and FESR/CESR distributed approximately \$205,000 to some fifty organizations to assist them in their work to help students, the poor, the sick and the refugees. Addendum B shows the list of recipients. All recipients certified in writing they are not a political organization nor are they controlled by an agent of the government.

The recipients conducts a variety of work that fit very well with the purposes and goals of the VASF and FESR/CESR. The organizations in Addendum B (not all are recipients) can be classified as follows:

1. Organizations with a long history of providing medical, dental, psychological, and social assistance to the poor. Examples include: Good Samaritan Medical and Dental Mission (GSMDM), Give it Back to Kids (GIBTK), VNHelp, Thien Duc, Bao Bao, Linh Quang.
2. Organizations that train young people to be in good character and contributing to society. Examples include: Huong Nghia Scouts, Darlac Scouts, La Xanh Scouts, Phuong Dong Scouts, Du Ca, Nu Cuoi, Tuong Lai.

3. Organizations that are grassroots civil groups trying to help the communities and environments in which they live. These include SUSDEC, Battrang, Tinh Than, Nghi Luc Song.
4. Organizations that are doing basic work for education and other infrastructure of a civil society. Examples include: Canh Buom, Sach Va Hanh Dong, Hocmon Ceporer.

All in all, the program is a smashing success and has achieved most of the goals of the two Charters.

#### **Review the tax filings for the 2015 fiscal year.**

2015 taxes for VASF and FESR/CESR were not filed by May, 2016 as planned because former Trustee Thu-Le Doan had asked Fidelity Investments to freeze all VASF and FESR/CESR accounts with the intention of causing problems for Trustee Doan Phung in his management of the Trusts. Checks were bounced by the IRS and the City of Oak Ridge and the County of Anderson (TN).

It took several hearings in the court of justice before trustee Thu Le Doan's obstruction was overruled and the accounts were unfrozen. After reading the documents carefully, Fidelity further defined the word "manage" in clause 14.1 of the Marital Settlement Agreement as the right of Trustee Doan Phung to manage the accounts and Trustee Thu-Le Doan cannot sign checks against the accounts unless they have concurrence of manager Doan Phung.

Trustee Doan Phung worked with CPA Fred Winters to complete tax returns for VASF and FESR/CESR on October 14, 2016. In addition to paying the taxes, Doan Phung also sent checks of \$2,100 each to pay for the estimated taxes for 2016.

#### **Applications for 2016-2017 distribution**

Trustees Holly Ngo and Doan Phung surveyed some three dozen applications for funds from small organizations. Ms. Holly Ngo presented a matrix that systematizes the review process. Plan is to review all applications by November 30, 2016 and to decide on distribution by December 2016.

Addendum B shows the list of these applicants. Ms. Thu-Le Doan has been copied by all applicants due to her former position as trustee of the funds.

#### **Audits**

Trustee Holly Ngo discussed the need to audit recipients to ensure there would be no fraud or poor performance. She explained that in developing nations, due to the poor infrastructures, frauds are rampant. We therefore plan to distribute the approved amounts twice, 50% each time, the second conditioned upon the verification of the correct use of the first. That is, after the first 50% distribution, we will audit the activities of the recipients and the use of the money. If everything goes according to plans and promises, we will send the second 50% the awards.

#### **Visit Vietnam by Trustee Holly Ngo**

Trustee Holly Ngo planned to visit Vietnam in November 2016. She volunteered to use this occasion to visit and audit some of the recipients of VASFCESR in the 2015-2016 distribution.

Trustee Doan Phung agreed to arrange for her to meet with principals of some two dozen recipients in places such as Hanoi, Hue and Saigon.

### Conclusions

The meeting of Trustees closed at 5:30 pm. It resolved several issues, one being the removal of Thu Le Doan from being trustee because of her failure to attend three consecutive meetings and her obstructions against the functions of the Trusts. The articles of the charters have been adhered to in this matter.

Those issues that remain will continue to be discussed by email and telephone among the trustees. Of particular concern is the lawsuit Ms. Thu-Le Doan is filing in probate court to break up the trusts in order to give her 50% to control. This is a frontal attack on the charters of the trusts, sections 2, 6, 8 and 9 for VASF and sections 2, 6, 9 and 10 for FESR/CESR. In addition, such attack is also in violation of Section 14.1 and 26 of the Court Ordered Marital Settlement Agreement between trustees Doan Phung and Thu-Le Doan.

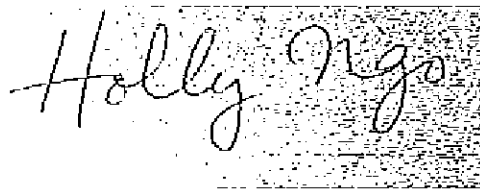
The trustees agree the most immediate actions are to oppose the lawsuits on behalf of VASF and FESR/CESR, and to review the applications for funds that the Probate Commissioner allowed to proceed.

Minutes compiled by Trustee Doan Phung

October 16, 2016



Minutes approved by Trustee Holly Ngo



October 26, 2016.



# EXHIBIT I

# EXHIBIT I

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1 regarding charities/programs for which she wanted contributions to be made. He continued to  
2 ignore her and do as he pleased.” See Motion, p. 10. Once again, Petitioner’s statements before the  
3 Family Court were demonstrably false and misleading. Nowhere is there a statement that Dr. Phung  
4 claimed he made transactions in excess of \$5,000 because “she would not meet with him.” Although  
5 not a “list”, Respondent provided Thu-Le with pdf files of “close to 50 reviews and distributions”  
6 supporting the donations he made. See electronic mail dated December 20, 2015, Ex. 13 to  
7 Petitioner’s Motion. Moreover, Respondent expressly stated, “All distributions are \$5,000 or less  
8 from VASF or FESR.” *Id.* Respondent has invited Thu-Le to meet with him in a public library on  
9 not less than three occasions to discuss charity business. Thu-Le has declined each time.  
10 Respondent has provided Thu-Le with all of the documentation supporting donations made by  
11 Respondent. Thu-Le has failed to reciprocate. Thu-Le has declined to provide documentation  
12 supporting requested donations and obviously is the one who wishes to do as she pleases with  
13 respect to the charities.  
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15           3. Petitioner continued to misrepresent facts to the Family Court when she stated,  
16 “Communications via email between the parties continued that same day, with Phung stating he  
17 refused to work with Thu-Le or give her money towards any charities she wants to contribute to,  
18 based on the letter we had sent Mr. Coppedge on November 10, unless she was willing to meet with  
19 him personally.” See Motion, p. 10. There is no evidence to support this statement. Contrary to  
20 what Petitioner might have the Family Court or this Court believe, it was Thu-Le who wrote without  
21 any basis that she “cannot work with you amicably on anything . . .” See electronic mail dated  
22 December 20, 2015, Ex. 14 to Petitioner’s Motion. As a continuing example of his willingness to  
23 continue to work with Thu-Le regarding the charities, Respondent wrote, “Again, if you wish to  
24 discuss FESR business, I am available at any time. We need to meet or talk or write before the end  
25 of the year. I also continue to invite you to be a trustee of IVNF per your written condition as  
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1 attached.” See electronic mail dated December 20, 2015, Ex. 14 to Petitioner’s Motion. Any  
2 statement that Respondent has refused to work with Thu-Le is false. Moreover, there is no statement  
3 in any of the electronic mail correspondence stating Respondent would not give money toward  
4 charities Thu-Le wants to contribute to unless she was willing to meet with him personally.

5 4. Petitioner continued her efforts to turn the Family Court against Respondent when she  
6 stated in her motion, *“Still, on March 3 – the day after the hearing – Phung wire transferred the*  
7 *\$900,000 to our office. We put the funds in an interest bearing blocked account at Wells Fargo, and*  
8 *sent confirmation to Mr. Coppedge. That same day we were notified by Thu-Le that Fidelity*  
9 *reported Phung’s violation of the no-investment order by making multiple trade investments in*  
10 *accounts ending in 4784 and 4816 on March 4. The amounts invested were \$250,000 out of each of*  
11 *the accounts – without Thu-Le’s permission and in direct violation of this Court’s Orders.”* See  
12 Motion, pp. 11-12 (emphasis as to quoted word “without” in the Motion.) For Petitioner to claim  
13 that Respondent invested charity funds without Thu-Le’s permission is another false statement.  
14 These investments were done at the direction of Thu-Le. On November 17, 2015, Thu-Le wrote, “3)  
15 *As for the investment on the charity funds, I request to let Fidelity manages (sic) both VASF and*  
16 *FESR funds, preferably to invest in the safe mutual funds.”* See Ex. 8 to Petitioner’s Motion. At the  
17 time that Thu-Le provided this directive to Respondent the stock market was trending down.  
18 Respondent prudently waited for the stock market to recover, and when it did, he complied with  
19 Thu-Le’s instruction and moved some of the cash into some safe Fidelity mutual funds. All funds are  
20 still contained within the accounts without moving the money anywhere. Petitioner cannot provide  
21 Respondent with an investment directive and then complain when he follows her request.  
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25 5. Petitioner continued to make false claims in the Motion when she stated, *“Phung is*  
26 *still refusing to work with Thu-Le regarding making contributions to “her” charities in compliance*  
27 *with the parties’ MSA, and in defiance of the Decree is attempting to unilaterally dictate what the*  
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1 charities do with their funds." As noted above, Thu-Le and Thu-Le alone, in her self-serving  
2 electronic mail, stated without any explanation that she *"cannot work with you amicably on*  
3 *anything..."* See electronic mail dated December 20, 2015, Ex. 14 to Petitioner's Motion.  
4 Respondent has gone out of his way to be courteous and cooperative with Thu-Le with respect to the  
5 Trusts. Respondent has scheduled three meetings in a public library to discuss charity matters. Thu-  
6 Le has failed to attend any meetings. Respondent sent Thu-Le donation applications for her review,  
7 which apparently she refused to even look at. The only thing Respondent has required as manager of  
8 the Trusts accounts, a requirement that he meets for himself, is that there be appropriate  
9 documentation before any check is written. This requirement is a long standing sound business  
10 practice and would serve the Trusts well should they ever be audited. Rather than complain about  
11 this sound business practice, Thu-Le should appreciate that appropriate documentation is required  
12 before any charitable funds are disbursed.

14 Petitioner further requested that the Family Court construe and clarify the terms of the MSA  
15 to ensure that the parties have precisely **equal** control. This requires *"...either ordering Fidelity to*  
16 *honor Thu-Le's less-than \$5,000 requests or telling Fidelity to honor any requests only when both*  
17 *parties have approved them."* Motion at p. 19 (emphasis in Motion). This request is tantamount to  
18 negating the MSA's express provision that HUSBAND shall manage the Fidelity VASF and FESR  
19 accounts. In the MSA drafted by Thu-Le's counsel, the parties expressly agreed that Phung would  
20 manage the accounts on behalf of the parties as follows:

22 HUSBAND shall manage the Fidelity VASF Brokerage Account No. xxxx4792,  
23 Fidelity FESR Brokerage Account No. xxxx4784, Bank of America Account No.  
24 xxxx2956, Bank of America Account xxxx4259 on behalf of the Trustees,  
25 HUSBAND and WIFE. However, any and all decisions relating to contributions,  
26 expenditures, grants, etc., in excess of \$5,000.00 shall be agreed to in writing by both  
trustees. Moreover, these assets cannot be moved or transferred without the express  
written permission of both Trustees. MSA at Section 14.1.

1           Petitioner further claimed that Dr. Phung has violated the MSA by "*making contributions to*  
2 *the same charities by sending them multiple transactions for \$5,000, in direct evasion of the*  
3 *limitations in the MSA.*" Motion at p. 20. This allegation is false. No distribution was made to a  
4 single social organization that exceeded \$5,000 from VASF or FESR. While some organizations  
5 received \$5,000 from VASF and \$5,000 from FESR, that level of contribution from separate and  
6 legally independent trusts is not prohibited by the MSA. Further, some recipients do not have an  
7 international-standard bank account and many worry about the attention of the Communist police.  
8 To ensure their safety and the safety of the funds, Dr. Phung has utilized U.S. banks such as Bank of  
9 America, Wells Fargo Bank, and agents in Vietnam to receive funds on their behalf and to deliver  
10 the donations as directed by Dr. Phung's award letter. All of the recipients of the charitable  
11 donations were properly documented and provided to Petitioner. This is precisely how Dr. Phung  
12 has managed the charity donations for many years and Petitioner knows it, or should know it, if she  
13 would merely read the documentation provided by Dr. Phung.  
14

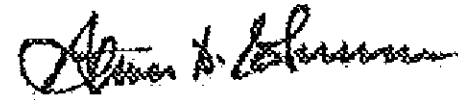
15           Petitioner further claimed in the Motion that Dr. Phung is "*refusing to let Thu-Le send any*  
16 *money to charities, whether or not it exceeds \$5,000, without his consent and approval, in violation*  
17 *of the equal control mandate of the MSA.*" Motion at p. 20. First, per the MSA, Petitioner agreed  
18 that Respondent is to manage the charity accounts, so there is no equal control mandate. Petitioner's  
19 allegation that Dr. Phung refused to let Thu-Le send any money to charities of her choice is yet  
20 another mistruth in a long line of factual distortions. As set forth above, as the manager of the Trust  
21 accounts, Dr. Phung has required, not only of Thu-Le, but also of himself, that any donation be  
22 documented before a check is written. The truth is that Dr. Phung promptly made a money transfer  
23 to TTKKTL requested by Thu-Le when she provided appropriate documentation. As for two more  
24 requests made by Thu-Le, Dr. Phung made clear that he awaited documentation, which Thu-Le  
25  
26  
27  
28

1 refused to provide. For Petitioner to claim otherwise is yet another false statement proffered by the  
2 Petitioner in her systematic effort to mislead this Court.

# EXHIBIT J

# EXHIBIT J





CLERK OF THE COURT

**ORDER**

RHONDA L. MUSHKIN, ESQ.,  
Nevada Bar #002760  
BETH L. ROSENBLUM, ESQ.,  
Nevada Bar #009672  
MUSHKIN & ROSENBLUM, CHARTERED  
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Attorneys for Defendant

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

\*\*\*\*\*

THU-LE DOAN,  
Plaintiff,

vs.

DOAN L. PHUNG,  
Defendant.

CASE NO.: D-11-455322-D  
DEPT. NO.: P

Date of Hearing: 4-12-16  
Time of Hearing: 10:00 a.m.

**ORDER**

This matter having come on for hearing on the above date and time on Plaintiff's Motion for Entry of Order from the October 27, 2015 Hearing et al. filed March 8, 2016, and Defendant's Opposition and Countermotion thereto filed March 25, 2016; Plaintiff, THU-LE DOAN, present and appearing with her counsel, MARSHAL S. WILLICK, ESQ, of the WILLICK LAW GROUP, and Defendant, DOAN L. PHUNG, present and appearing with his counsel, RHONDA L. MUSHKIN, ESQ, of the law offices of MUSHKIN & ROSENBLUM, CHARTERED and L. JOE COPPEDGE, ESQ, of the law offices of L. JOE COPPEDGE, ESQ.;

RECEIVED

MAY 09 2016

FAMILY COURT  
DEPARTMENT P

1 and the Court having considered the pleadings and papers on file herein, the arguments of counsel  
2 at the time of the hearing, and good cause appearing therefore, hereby finds as follows:

3 The Court finds that when a fund is set aside in either a blocked, a bond or otherwise, the  
4 only time those funds are ever released is for the purpose for which they were created. The Court  
5 does not invade blocked accounts for the purpose of paying attorneys' fees. See Video at 10:04:45  
6 to 10:05:02.

7 The Court further finds that Plaintiff has not filed a recent Financial Disclosure Form  
8 despite seeking financial relief. See Video at 10:05:05 to 10:05:11.

9 The Court further finds that all that was supposed to be frozen pending appeal was  
10 \$900,000.00. See Video at 10:08:26 to 10:08:34. The Court finds that its intention was that the  
11 Order from the last hearing on March 2, 2016 requiring the deposit of \$900,000.00 into an  
12 interest-bearing account superseded the Order from the October 27, 2016 freezing the Fidelity  
13 accounts. See Video at 10:08:35 to 10:08:42.

14 The Court further finds that Plaintiff's motion is supported by an Affidavit signed by  
15 Plaintiff's counsel based upon what Plaintiff told him, and it needed to be supported by an Affidavit  
16 from a person with actual knowledge. In the future, Plaintiff needs to sign an Affidavit or  
17 Declaration supporting pleadings. See Video at 10:10:43 to 10:10:58.

18 The Court further finds it does not have the ability to partition the parties' charitable trusts.

19 The Court further finds that while the subject is not before the Court today, enforcement of  
20 the \$1,000.00 a day penalty previously ordered is stayed pending appeal but is accruing, and  
21 counsel can argue their positions depending on the outcome of the appeal, See Video at 10:26:27  
22 to 10:26:38; 10:27:57 to 10:28:16.

23 Based upon the foregoing,  
24  
25

1           **IT IS HEREBY ORDERED** that Plaintiff's Motion for Entry of Order from the October  
2 Hearing et al, is **DENIED**, without prejudice.

3           **IT IS FURTHER ORDERED** that Plaintiff's counsel shall prepare the Order from the  
4 October 27, 2015 hearing.

5           **IT IS FURTHER ORDERED** that this Order supersedes the Orders of October 27,  
6 2015 and March 2, 2016, as to the issues specifically addressed.

7           **IT IS FURTHER ORDERED** that only the monies in the blocked Wells Fargo account  
8 (to wit: \$900,000.00) shall be frozen. There shall be no Fidelity accounts of the parties or their  
9 charities frozen, to include those on the list attached hereto as Exhibit A, and those accounts shall  
10 be immediately unfrozen.

11           **IT IS FURTHER ORDERED** that the parties produce a list of all accounts held in  
12 common by the parties, whether charitable or otherwise, and the parties should determine if it is  
13 possible to stipulate to divide them so as to avoid the potential of future litigation and the parties  
14 can operate independently. The Court does not have authority to order a partition under the  
15 MSA, which was merged into the Decree of Divorce. See Video at 10:18:50 to 10:18:55; 10:33:25  
16 to 10:33:35.  
17

18           **IT IS FURTHER ORDERED** that the parties shall participate in good faith in mediation  
19 with a jointly selected mediator who is well versed in financial issues within the rules of trusts. The  
20 parties shall consider conducting the mediation with a Certified Public Accountant instead of  
21 another attorney. The intent of the mediation is to determine if the parties can separate decision-  
22 making power of the charities so neither party needs to report to the other. Both parties shall share  
23 equally in the cost of mediation.

24       ///

25       ///

1 IT IS FURTHER ORDERED that there shall be no award of attorneys' fees to either  
2 side.

3 DATED this 9 day of May, 2016.

4  
5   
6 DISTRICT COURT JUDGE

7 Submitted by:

8 Approved by: SANDRA L. POMRENZE

9 MUSHKIN & ROSENBLUM, CHARTERED

10 WILLICK LAW GROUP

11 By: 

12 RHONDA L. MUSHKIN, ESQ.

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23 By: 

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Las Vegas, Nevada 89110-2101

Attorneys for Plaintiff

# EXHIBIT A

Attachment: Accounts to be reviewed, at all times

Including Account 649-30-2430 (Doan Phung's)

Fidelity Account #	Owner
441-07-0181	Thu-Le Doan
X66-41-1965	Thu-Le Doan
X66-41-1280	Doan Phung
411-07-0173	Doan Phung
194-86-8030	Doan Phung
X94-10-9980	Doan Phung & Thu-Le Doan Trust
285-04-4792	Vietnamese American Scholarship Fund (VASF)
638-11-2576	VASF-HR21
638-11-2577	VASF-HR22
649-30-4816	VASF-CS
656-18-0053	VASF-KAR1
656-18-0054	VASF-KAR2
285-04-4784	Fund for the Encouragement of Self-Reliance (FESR/CESR)
638-11-2574	CESR-HR21
638-11-2575	CESR-HR22
649-30-4840	CESR-CS
656-17-9909	CESR-KAR1
656-17-9921	CESR-KAR2

# EXHIBIT K

# EXHIBIT K

English Version  
REPORT OF THE INSPECTOR GENERAL  
TRUNG TAM KHUYEN KHICH TU LAP (TTKKTL)  
2016-11-21

To the Board of Trustees  
Trung Tam Khuyen Khich Tu Lap (TTKKTL)  
Hue, Vietnam

Dear Board Members :

My name is Nguyen Nhlen, volunteer member of the Board of Trustees of the TTKKTL since 2000. After two terms and 8 years in the office, I stepped down due to term limitation. In 2012, I was invited to rejoin the Board at the invitation of Chairperson Doan Thu Le and at the concurrence of all standing members of the Board. I resigned in late December 2015 because I disagreed with a decision by Chairperson Doan Thu Le regarding the firing of a staff member. This occasioned the examination of the event by the Board, and while the Board did not reinstate the personnel, it invited me in June 2016 to rejoin the Board. I did but chairperson Doan Thu Le resigned in July 2016. Dr. Doan L Phung subsequently assumed the chairman position. Citing personal reasons, Mr. Phan Van Hai resigned as Director General of the Executive Office. Unable to persuade him to stay, the chairman accepted Mr. Phan Van Hai's resignation on August 31, 2016.

On September 1, 2016, chairman Doan L Phung, after consulting the opinion of all staff, appointed Mr. Nguyen Xuan Quy to be Director of the Executive Office, and Ms. Nguyen Thi Anh Dao, Deputy Director. The new director and deputy director went over the transition documents and discovered some irregularities : Over the years, Mr. Phan Van Hai had maintained a secret TTKKTL account that is controlled only by him, and upon resigning from the office, he had withdrawn 1,260,456,000 VND (approximately 57,000 USD) and deposited the money into his own account.

In the duty as Inspector General of TTKKTL in Hue, I have been working with Mr. Nguyen Xuan Quy and Ms. Nguyen Thi Anh Dao since October 2016, and have the following findings :

- 1- Mr. Phan Van Hai was appointed Director of the Executive Office in 2006 and worked in that position until 31/08/2016. Between 2006 and 2012, he worked closely with Dr. Doan L Phung, then chairman of TTKKTL. He also worked from time to time with other members of the Board in Hue. His work was excellent and



TTKKTL was trusted by clients and fellow organizations. It also received praise from the government of the City of Hue.

- 2- Between 2012 and July 26, 2016, Mr. Phan Van Hai worked under the supervision of Ms. Doan Thu Le, the new chairperson. All went well until Ms. Doan Thu Le discharged a staff. I resigned in protest because my suggestion of more investigation was not given sufficient attention. Subsequently the Board investigated the matter, did not reinstate the personnel, but asked me to rejoin the Board, which I assented. The Board also asked me to be Inspector General with the charter to ensure all activities of TTKKTL in Hue are compliant legally and quality wise. This appointment, however, led to the resignation of chairperson Doan Thu Le on July 26, 2016. Subsequently Mr. Phan Van Hai worked under the supervision of Dr. Doan L Phung, the acting chairperson. In mid-August, Mr. Phan Van Hai appointed Mr. Nguyen Xuan Quy to be Director of the Executive Office while he appointed himself as Advisor. Dr. Doan L. Phung told Mr. Hai that those appointments are illegal because the authority belongs the Board. Subsequently, Mr. Hai resigned and pointedly asked Dr. Phung to write a letter accepting his resignation precisely on August 31, 2016. Not suspecting of any design by Mr. Hai, Dr. Phung wrote the letter per request.
- 3- The new leadership team started transitioning in on September 1, 2016 with little cooperation from Mr. Hai. In particular, Mr. Hai did not mention anything about the secret account. In the following few weeks, the new leadership team discovered Mr. Hai had withdrawn the sum of 1,260,456,000 VND (approximately 57,000 USD) from that secret account but never informed the new director nor Dr. Doan L Phung of the act. He would not return the money upon demand, stating he kept it for Ms. Doan Thu Le per her request.
- 4- I have worked closely with the new TTKKTL executives to uncover all related information. I have met twice with Mr. Phan Van Hai and asked him to return the money to TTKKTL. He refused. He said he was instructed by Ms. Doan Thu Le to keep that money for her. Without any other alternative, I let the TTKKTL executives report the event to the government of the City of Hue.
- 5- The government of Hue asked the City Inspector (TTTP) to investigate the matter. TTTP interrogated Mr. Phan Van Hai and discovered the 1.2 billion VND (approximately 57,000 USD) consisted of 448 million VND (approximately 20,400 USD) he claimed Ms. Doan Thu Le asked him to keep for her, and the remainder 812 million (approximately 36,700 USD) was the money VASFCESR asked him 9 months earlier to transfer to other smaller charities per request of VASFCESR but he had not done. The TTTP demanded Mr. Phan Van Hai to return the money. He did the 812 million on October 25, 2016, and the 448 million on November 15, 2016.
- 6- The TTTP also uncovered that, during the time Mr. Phan Van Hai worked under the direction of Ms. Doan Thu Le, the two had committed some questionable actions. Case in point, Mr. Hai manufactured a few applications to ask for funds

from VASFCESR that is under the management of Dr. Doan Phung and Ms. Doan Thu Le was suing Dr. Phung for control of VASF and CESR. Unsuspecting fraud, Dr. Phung approved half a dozen of those organizations and sent the money to Mr. Phan Van Hai for him to deliver to them because they did not have a trustworthy international bank account. It now appears that those organizations either did not exist, or belonged to Mr. Phan Van Hai or his relatives. It may be possible that Mr. Phan Van Hai withheld delivering the money to further Ms. Doan Thu Le's lawsuit in the USA.

The new director, Mr. Nguyen Xuan Quy, told me that in the 5 years as the day-to-day assistant to Mr. Hai, he was not informed of any activities that Mr. Phan Van Hai conducted secretly under the direction of Ms. Doan Thu Le.

I continue to work with the new leaders of the Executive Office to ensure transparency and compliance of all activities of TTKKTL. TTKKTL is a Vietnamese charity registered with the City of Hue. Since TTTP is an effective inspection arm of the City of Hue, I have asked them to investigate further any financial wrongdoings committed by Mr. Hai in the past few years. I will have another report by year end on this matter.

Made in Hue, November 21, 2016



Nguyen Nhlen  
Member of the Board of Directors and Inspector General