

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

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

Case No. 74964

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

Michael R. Mushkin, Esq.  
Nevada Bar No. 2421  
L. Joe Coppedge, Esq.  
Nevada Bar No. 4954

**MUSHKIN CICA COPPEDGE**

4495 South Pecos Road  
Las Vegas, Nevada 89121  
(702) 386-3999 Telephone  
(702) 454-3333 Facsimile  
michael@mccnvlaw.com  
jcoppedge@mccnvlaw.com

*Attorneys for Respondent,  
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

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

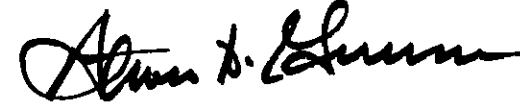
<b>Volume</b>	<b>Document</b>	<b>Bates No.</b>
IV	Notice of Non-Opposition to Respondent's Object to Probate Commissioner's Report and Recommendation	AA 001087 – AA 001089
VI	Notice of Submission of Proposed Order	AA 001367 – AA 001372
VI	Opposition to Motion to Stay Proceedings on Order Shortening Time	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

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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

**PET**

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, Nevada 89121  
(702) 386-3999 Telephone  
(702) 454-3333 Facsimile  
[michael@mushlaw.com](mailto:michael@mushlaw.com)  
[joe@mushlaw.com](mailto:joe@mushlaw.com)



CLERK OF THE COURT

*Attorneys for Respondent, Doan L. Phung*

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

In the Matter of the

FUND FOR THE ENCOURAGEMENT OF  
SELF-RELIANCE

An Irrevocable Trust.

CASE NO. P-16-089638-T

DEPT: PC1

**PETITION FOR DECLARATORY JUDGMENT**

Respondent, Doan L. Phung ("Phung" or "Respondent"), by and through his counsel, Michael R. Mushkin, Esq. and L. Joe Coppedge, Esq., of the law firm Michael R. Mushkin & Associates, petitions this Court pursuant to NRS 164.010 and NRS 164.015 for a Declaratory Judgment pursuant NRS 30.040 to confirm the appointment of Holly Ngo as a Trustee of the Vietnamese-American Scholarship Fund ("FESR"), to confirm the removal of Petitioner, Thu-Le Doan ("Thu-Le") as a Trustee of FESR, and for dismissal of this action. In support of his Petition, Respondent alleges as follows:

1. Phung, age 76, and Petitioner Thu-Le Doan ("Petitioner" or "Thu-Le"), age 68, were married in 1970 and lived together over 40 years. The sole breadwinner of the family was Phung, who established his own nuclear engineering company, PAI Corporation ("PAI"), a Tennessee



1 corporation. Phung is a Phi Beta Kappa graduate, holds a PhD degree, two Master's degrees, two  
2 Bachelor's degrees and several professional certificates. In their life together, Phung gave Thu-Le  
3 equal footing in all assets. For example, Thu-Le had access to and control of the family money as  
4 well as 51% ownership of PAI. In 30 years of working for PAI, Phung earned millions with which  
5 he established three charity organizations to benefit the needy – Vietnamese American Scholarship  
6 Fund ("VASF"), Fund for the Encouragement of Self-Reliance ("FESR") and Institute for Vietnam  
7 Future ("IVNF"). Only VASF and FESR are subject of the current petitions.

8  
9 2. FESR is an irrevocable trust established by Phung on or about December 26, 1997.  
10 A copy of the Fund for the Encouragement of Self-Reliance Charter (the "Charter") is attached  
11 hereto as Exhibit A. By its express terms, "[g]ifts made to the Trust shall be irrevocable." See  
12 Charter, Section Nine, Exhibit A. Thus, the Trust is not community property as asserted by  
13 Petitioner.

14  
15 3. Although Thu-Le performed no role in setting up any of the trusts, Phung made her a  
16 trustee of VASF and FESR.

17  
18 4. Since the formation of the Trusts, FESR has been exclusively managed by Phung.  
19 Phung spends hundreds of uncompensated hours each year reviewing applications for donations.  
20 Most of the organizations receiving donations from VASF and/or FESR are tiny grassroots citizens'  
21 groups in Communist Vietnam where both Petitioner Thu-Le and Phung came from. All of the  
22 recipients of the charitable donations over the years have been properly documented with thousands  
23 of pages by Phung. This is precisely how Dr. Phung has managed the charity operations for 20  
24 years without objection by Thu-Le Doan. She has never performed an active role with respect to  
25 any Trust business and knows very little about the working of the trusts.

26  
27 5. When problems arose between Phung and Thu-Le in 2010 due to the latter's  
28 extramarital affair, Phung urged her to see a marriage counselor with him. However, Thu-Le refused  
and in 2011, after 40 years of marriage, she went to attorney Kirby Wells to seek a divorce. Phung

1 did not contest the divorce and agreed to a Marital Settlement Agreement (the "MSA") prepared by  
2 Wells. The MSA was signed on February 22, 2012. The decree of divorce was entered on April 12,  
3 2012. True and correct copies of the Decree of Divorce and MSA are attached hereto as Exhibit B.

4 6. In the MSA, Phung agreed to give Thu-Le close to 51% of the community assets.  
5 However, the parties expressly agreed that Phung would continue to manage Trust accounts as he  
6 always had. They also agreed on conditions for his management as follows:

7 HUSBAND shall manage the Fidelity VASF Brokerage Account No. XXXX4792,  
8 Fidelity FESR Brokerage Account No. ZXXXX4784, Bank of America Account No.  
9 XXX XXX 2956, Bank of America Account XXXX XXXX 4259 on behalf of the  
10 both Trustees, HUSBAND and WIFE. However, any and all decisions relating to  
11 contributions, 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, Ex. B.

12 7. Notwithstanding the fact that Petitioner Thu-Le Doan has never performed an active  
13 role with respect to the Trusts, Phung has attempted to work amicably with Thu-Le concerning Trust  
14 matters, both before and after the divorce. Since the divorce, Phung has called multiple meetings, all  
15 to take place in a public place to address specifically identified charity matters. See meeting notices  
16 scheduling meetings for October 15, 2015; August 27, 2016 and October 15, 2016 attached hereto as  
17 Exhibit C, D and E. Dr. Phung's efforts to work with Petitioner have been constant and respectful.  
18 However, each time, Petitioner has neglected her duties owed to the Trusts and refused to attend any  
19 Trust meetings. Further, she had made it difficult for Phung to conduct the Trusts' business; for  
20 example, she asked Fidelity to freeze the accounts, causing checks to be bounced and penalized.  
21

22 8. Section Six of the Charter addresses the "Appointment of Successor Trustee" and  
23 provides:  
24

25 The number of Trustees shall not exceed five (5) individuals, two of whom are  
26 Trustors or selected exclusively by one or both Trustors. Trustors expressly reserve  
27 the right during their lifetime to appoint additional Trustees and the Trustees may  
28 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 five years. A Trustee shall 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 purpose of the

1 Trust, or for any other just cause. In the event that a vacancy shall occur because of  
2 death, resignation, incapacity to act, or removal of a Trustee, then the remaining  
3 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.

4 See Charter, Section Six, Exhibit A.

5 9. Since the divorce, Phung has at all times acted in good faith and in compliance with  
6 the MSA and Charter in relation to the Trusts. Phung has gone out of his way to be courteous to and  
7 cooperative with Petitioner Thu-Le with respect to the charities. However, Thu-Le has neglected her  
8 duties as Trustee. Phung has, on several occasions, requested Thu-Le's cooperation in filling the  
9 trustee vacancy in the Trust, but Petitioner has at all times refused to cooperate. As a result, at the  
10 duly noticed meeting scheduled for October 15, 2016, Phung provided Petitioner with an advance  
11 meeting agenda, which among other things included the approval and appointment of Holly Ngo as a  
12 trustee of both VASF and FESR. Ms. Ngo's resume was provided reflecting her qualifications to  
13 serve as a Trustee. Phung further explained he did not have any relationship with Ms. Holly Ngo  
14 and invited her solely on the basis of her qualifications. See meeting notice, Exhibit E.

15  
16  
17 10. During the Trust meeting of October 15, 2016, at the North Buffalo public library,  
18 Thu-Le Doan failed to show up, just as she failed to attend any previous meetings, nor did she  
19 provide any message or comments. At the properly noticed meeting, consistent with his authority as  
20 a Trustor and Trustee, Phung nominated and, appointed without objection, Holly Ngo to serve as a  
21 Trustee of FESR for a five (5) year term. See Minutes of Trustee's Meeting on October 15, 2016 of  
22 FESR, attached hereto as Exhibit H.

23  
24 11. Also at the October 15, 2016, the issue of Petitioner Thu-Le's status as a Trustee of  
25 FESR was addressed and resolved. Pursuant to the express terms of the Charter, "[t]he failure of a  
26 Trustee to attend any of the meetings of Trustees for three (3) consecutive meetings shall be deemed  
27 conclusive as his or its incapacity to act." See Charter, Section Six, Exhibit A (emphasis added).  
28

1           12.     The Board of Trustees discussed the fact that Ms. Thu-Le Doan has not performed  
2 any of her duties as Trustee, but, in contrary, has single-handedly done harm to the work of the  
3 Trust, such as freezing FESR's bank accounts leading to its checks being bounced and penalized.  
4 She has not attended any meetings of FESR since 2012, and specifically has not attended three (3)  
5 consecutive meetings on October 15, 2015; August 27, 2016 and October 15, 2016. See meeting  
6 minutes attached hereto as Exhibits F, G and H.

7  
8           13.     Based on the above facts, Phung moved to remove Thu-Le Doan as Trustee of the  
9 FESR. Upon deliberation, the Board voted with 2 votes out of 3 (the third vote being that of Thu-Le  
10 who was absent). The condition of 2/3 majority was reached and Ms. Thu-Le Doan was officially  
11 removed as Trustee of the FESR, effective October 15, 2016, due to her conclusive incapacity to  
12 serve.

13           14.     Previously, this Court has assumed jurisdiction over FESR and confirmed the terms  
14 of the Trust. Those terms are clear. As expressly authorized by the Trust Charter, Phung, as  
15 Trustor, appointed Holly Ngo to serve as a Trustee of FESR for a five (5) year term. Moreover, as a  
16 result of Thu-Le's documented failures as a Trustee and her conclusively proven incapacity to serve,  
17 she was removed as a Trustee of FESR at the meeting on October 15, 2016. Respondent respectfully  
18 requests that this Court enter a declaratory judgment pursuant to NRS 30.040 approving these acts,  
19 and upon such approval, dismiss this action as Petitioner has no standing.  
20

21           WHEREFORE, Respondent requests:

- 22           1. That Doan L. Phung and Holly Ngo be confirmed as Trustees of FESR;  
23           2. That this Court enter a declaratory judgment confirming that Petitioner, Thu-Le Doan,  
24           has been legally removed as a Trustee of FESR;  
25  
26  
27  
28

1 3. That this action be dismissed as Petitioner no longer has standing to assert any claims in  
2 this action; and

3 4. For such other and further relieve that is just and proper in the circumstances.

4 DATED this 30 day of December, 2016.

6  
7 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

(702) 386-3999

*Attorneys for Respondent, Doan L. Phung*

VERIFICATION

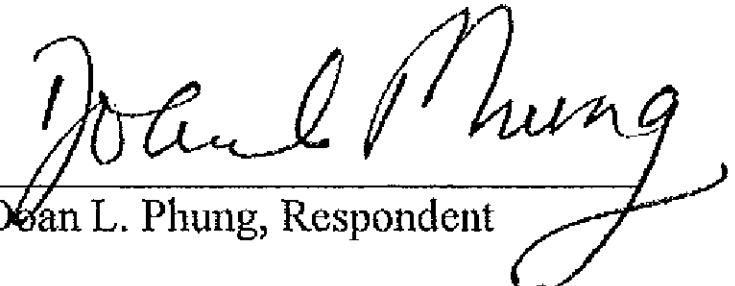
STATE OF NEVADA       )  
                                  )  
COUNTY OF CLARK     )

SS

I, Doan L. Phung, am the Respondent in the above entitled action. I have read the foregoing Petition for Declaratory Judgment, 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.

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

Dated this 28<sup>th</sup> day of December, 2016.

  
Doan L. Phung, Respondent

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing *Petition for Declaratory Judgment* was submitted electronically for filing and/or service, with the Eighth Judicial District Court on this 30 day of December, 2016. Electronic service of the foregoing document shall be made as follows<sup>1</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**

Peter Co, Esq.  
Dara Goldsmith, Esq.  
Meredith Delaney

**Email**

pco@goldguylaw.com  
dgoldsmith@goldguylaw.com  
meredithd@goldguylaw.com

**Joe Coppedge**

**Contact**

Joe Coppedge, Esq.

**Email**

jcopp7116@gmail.com

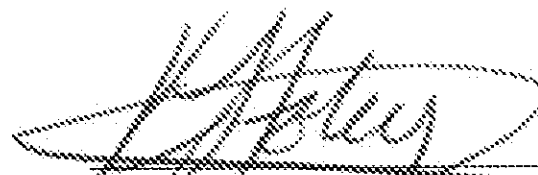
**Michael R. Mushkin & Associates**

**Contact**

Michael R. Mushkin, Esq.  
Joe Coppedge, Esq.  
Karen L. Foley  
Crystal Ann Gorzalski

**Email**

michael@mushlaw.com  
joe@mushlaw.com  
karen@mushlaw.com  
crystal@mushlaw.com



An employee of  
**MICHAEL R. MUSHKIN & ASSOCIATES**

<sup>1</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 21954, or corresponding sections of any prior or future Internal Revenue Code, or to the federal, state, or local government for exclusive public purpose.

##### TRUSTORS:

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

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 Dec, 19 97.

Susan J. Kennison  
NOTARY PUBLIC

My Commission Expires: Aug 7, 2001



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

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

Susan J. Kennison  
NOTARY PUBLIC

My Commission Expires: Aug 7, 2001

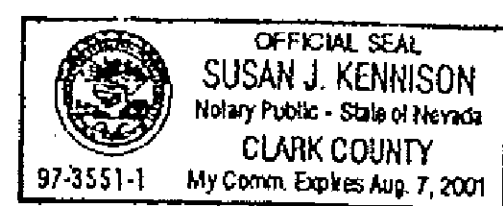


Exhibit "A"

SCHEDULE OF PROPERTY

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

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

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

## 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 1954, 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



# EXHIBIT B

# EXHIBIT B

ORIGINAL

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*Ann E. Kolber*

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: F

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

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.

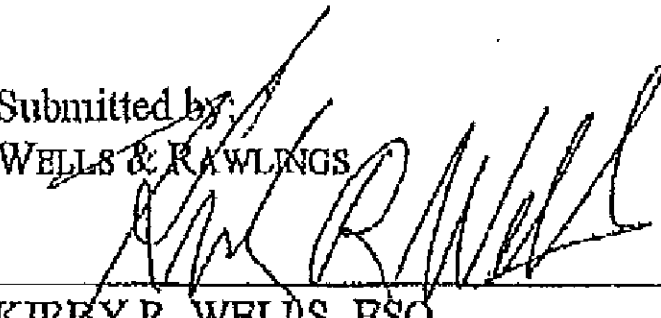
3 The parties further acknowledge and agree that they are fully aware of and understand the  
4 contents, legal effects, and consequences of this Decree of Divorce; that they enter into this  
5 agreement freely, voluntarily, free from duress, fraud, undue influence, coercion or misrepresentation  
6 of any kind, and with full knowledge of the consequences thereof.  
7

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


12 DATED April 6, 2012

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

23 Approved by:

24  2/22/12  
25 Plaintiff, Thu-Le Doan Dated

Approved by:

24  2/16/12  
25 Defendant, Doan L. Phung Dated

EXHIBIT 1

WELLS & RAWLINGS  
ATTORNEYS AT LAW  
5800 WESTCLIFF DRIVE, SUITE 700  
LAS VEGAS, NEVADA 89143  
TELEPHONE 702 341-7177  
FACSIMILE 702 341-5527

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, is made and entered into by and between THU-LEDOAN ("WIFE"), a resident of the County of Clark, State of Nevada and DOAN L. PHUNG ("HUSBAND"), a resident of the County of Clark, State of Nevada on the 22<sup>nd</sup> day of February, 2012:

WITNESSETH:

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

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

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

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

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

WIFE'S INITIALS: TL HUSBAND'S INITIALS: DP

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 Oaks 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 w/k/a Professional Analysis, Inc., subject to the provisions set forth in Section 8 below.

WIFE'S INITIALS: W.D.

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, subsection 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: LDHUSBAND'S INITIALS: DLP

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

WIFE'S INITIALS: WJHUSBAND'S INITIALS: DLP

WELLS & RAWLINGS

ATTORNEYS AT LAW  
2800 WESTCLIFF DRIVE SUITE 700  
LAS VEGAS, NEVADA 89102  
TELEPHONE 702-341-717  
FACSIMILE 702-341-8527

4.2.13 HUSBAND's clothing, jewelry and personal possessions.

5.0 ASSUMPTION OF COMMUNITY DEBTS

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

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

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

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

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

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

6.0 PROVISIONS REGARDING THE MARITAL RESIDENCE

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

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

WIFE'S INITIALS: WLD

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: LD

HUSBAND'S INITIALS: DLP

WELLS & RAWLINGS  
ATTORNEYS AT LAW  
3500 WESTCLIFF DRIVE, SUITE 210  
LAS VEGAS, NEVADA 89140  
TELEPHONE 702 341-7117  
FACSIMILE 702 341-9327

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: A.D.

HUSBAND'S INITIALS: DLP

WELLS & RAWLINGS  
ATTORNEYS AT LAW  
8000 WESTCLIFF DRIVE, SUITE 700  
LAS VEGAS, NEVADA 89128  
TELEPHONE 702 341-0117  
FACSIMILE 702 341-0527

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

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

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

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

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

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

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

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

WIFE'S INITIALS: AtD

HUSBAND'S INITIALS: DLP



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

3  
4 15.0 INDEMNIFICATION AND PROTECTION

5 15.1 HUSBAND and WIFE acknowledge and agree that each of them covenants  
6 and agrees not to contract any debts, charges, or liabilities whatsoever for which the other's property  
7 or estate shall or may become liable or answerable, and agrees to hold the other party harmless and  
8 indemnified therefrom.

9  
10 16.0 TAX PROVISIONS

11 16.1 HUSBAND and WIFE shall file a joint tax return for the calendar year 2011.  
12 Thereafter, the parties shall file separate tax returns. \*

13 16.2 The parties shall be equally responsible for any past income tax liability,  
14 including without limitation taxes, assessments, penalties and interest on any United States tax return  
15 filed during the marriage through and including 2011.

16 16.3 For tax year 2010, in the event of an audit of PAI Corporation a/k/a  
17 Professional Analysis, Inc., HUSBAND agrees to be fully responsible for additional taxes owed  
18 and interest and penalties imposed by the Internal Revenue Service, if it is related to the donation  
19 of \$657,250.00 to IVNF.  
20

21 16.4 Additionally, each party shall be responsible for all tax liabilities and/or tax  
22 benefits arising from or attributable to his or her property rights and obligations awarded or created  
23 by this Agreement.  
24

25  
26  
27 WIFE'S INITIALS: ted

HUSBAND'S INITIALS: DLP

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

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

17.0 PROPERTY ACQUIRED IN FUTURE TO BE SEPARATE PROPERTY

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

18.0 RIGHT TO DISPOSE OF PROPERTY BY WILL

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

WIFE'S INITIALS: KEB

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: LEDHUSBAND'S INITIALS: DLP

WELLS & RAWLINGS  
ATTORNEYS AT LAW  
6900 WESTCLIFF DRIVE, SUITE 70  
LAS VEGAS, NEVADA 89145  
TELEPHONE 762-24-217  
FACSIMILE 762-24-2527

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

3  
4 21.0 EXECUTION OF NECESSARY DOCUMENTS

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

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

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

27 WIFE'S INITIALS: MD

HUSBAND'S INITIALS: DLP

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

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

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

### 23.0 PAYMENT OF ATTORNEY'S FEES

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

### 24.0 KNOWLEDGE AND DISCLOSURE

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

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

WIFE'S INITIALS: KLD

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

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

9  
10 **27.0 ENTIRE AGREEMENT**

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

17 **28.0 NO PARTY DEEMED DRAFTER**

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

27 WIFE'S INITIALS: ED

HUSBAND'S INITIALS: DLP

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29.0 WAIVER

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

30.0 BINDING EFFECT

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

31.0 GOVERNING LAW

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

32.0 CUMULATIVE EFFECT

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

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WIFE'S INITIALS: KG

HUSBAND'S INITIALS: DLP



33.0 LITIGATION/ATTORNEY'S FEES

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

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

*Thiule Doan*  
THU-LE DOAN, Wife

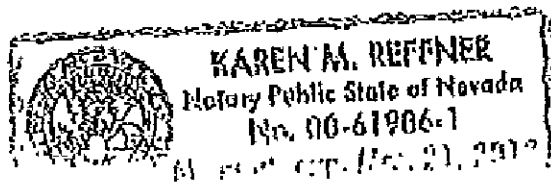
*Doan L. Phung*  
DOAN L. PHUNG, Husband

ACKNOWLEDGMENTS

STATE OF NEVADA )  
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

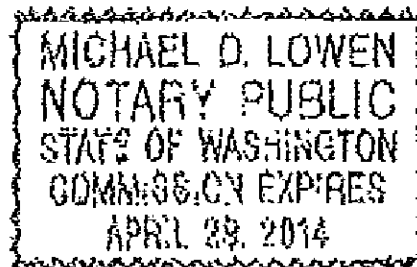
WIFE'S INITIALS: td

HUSBAND'S INITIALS: DLP

1 ~~WASHINGTON~~ <sup>HELL</sup>  
 2 STATE OF NEVADA <sup>HELL</sup>  
 3 ~~COUNTY OF CLARK~~ <sup>SNOHOMISH</sup> ) ss.  
 )

4 On this 16 day of FEBRUARY, 2012, before me the undersigned Notary  
 5 Public in and for said County and State, personally appeared DOAN L. PHUNG, known to me (or  
 6 proven) to be the person described in and who executed the foregoing instrument, and who  
 7 acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein  
 8 mentioned.  
 9

10 WITNESS my hand and official seal.



16 Michael D. Lowen  
 17 NOTARY PUBLIC

18 ATTORNEY CERTIFICATIONS

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

27 DATED 2-28-12

28 KIRBY R. WELLS, ESQ.

WIFE'S INITIALS: LD

HUSBAND'S INITIALS: DLP

WELLS & RAWLINGS

ATTORNEYS AT LAW  
6900 WESTCLIFF DRIVE, SUITE 710  
LAS VEGAS, NEVADA 89145  
TEL: 794-5950 FAX: 794-5952  
PAGE 11 OF 11

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: ALD

HUSBAND'S INITIALS: DLP

# EXHIBIT

“A”

Gifts are not accounted for in the AB list:

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

List A

1. Master bedroom, king size bedroom set
2. 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 - VASF

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;

## 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](mailto:Dlp.vasfcesr@gmail.com); [cesr.trustee1@gmail.com](mailto:cesr.trustee1@gmail.com)

---

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 Thrive. 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, Dárlac 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.

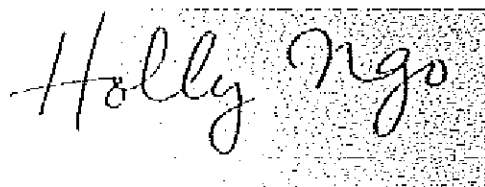
Minutes compiled by Trustee Doan Phung

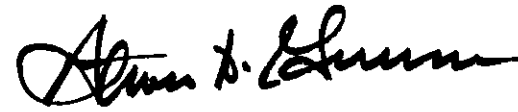
October 16, 2016



Minutes approved by Trustee Holly Ngo

October 26, 2016.





CLERK OF THE COURT

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, Nevada 89121  
(702) 386-3999 Telephone  
(702) 454-3333 Facsimile  
[michael@mushlaw.com](mailto:michael@mushlaw.com)  
[joe@mushlaw.com](mailto:joe@mushlaw.com)  
*Attorneys for Respondent, Doan L. Phung*

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

In the Matter of the:

FUND FOR THE  
ENCOURAGEMENT OF SELF-  
RELIANCE

An Irrevocable Trust.

CASE NO. P-16-089638-T

DEPT: PC1

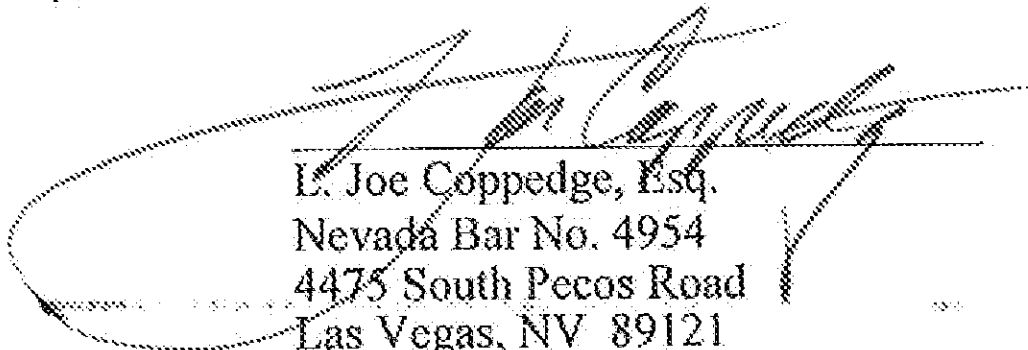
**NOTICE OF HEARING FOR PETITION FOR DECLARATORY JUDGMENT**

TO: THU-LE DOAN, Petitioner; and

TO: DARA GOLDSMITH, ESQ. and PETER CO, ESQ., of the law firm of Goldsmith & Guyman, attorneys for Petitioner.

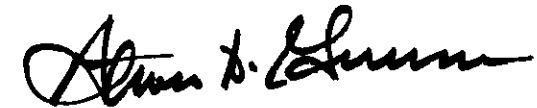
PLEASE TAKE NOTICE that Respondent Doan L. Phung, filed with the Court a Petition for Declaratory Judgment; a hearing on the Petition has been set for the 20 day of January, 2017, at the hour of 9:30 A.m. at the Regional Justice Center, Department PC1, located at 200 Lewis Avenue, Las Vegas, Nevada 89155, Courtroom 3F.

DATED this 4 day of January, 2017. MICHAEL R. MUSHKIN & ASSOCIATES



L. Joe Coppedge, Esq.  
Nevada Bar No. 4954  
4475 South Pecos Road  
Las Vegas, NV 89121

*Attorneys for Respondent, Doan L. Phung*



CLERK OF THE COURT

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, Nevada 89121  
(702) 386-3999 Telephone  
(702) 454-3333 Facsimile  
[michael@mushlaw.com](mailto:michael@mushlaw.com)  
[joe@mushlaw.com](mailto:joe@mushlaw.com)

*Attorneys for Respondent, Doan L. Phung*

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

In the Matter of the:

FUND FOR THE ENCOURAGEMENT  
OF SELF-RELIANCE

An Irrevocable Trust.

CASE NO. P-16-089638-T

DEPT: PC1

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing *Notice of Hearing for Petition for Declaratory Judgment* was submitted electronically for filing and/or service, with the Eighth Judicial District Court on this 4 day of January, 2017. Electronic service of the foregoing document shall be made as follows<sup>1</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**

Peter Co, Esq.  
Dara Goldsmith, Esq.  
Meredith Delaney

**Email**

[pcg@goldguylaw.com](mailto:pcg@goldguylaw.com)  
[dgoldsmith@goldguylaw.com](mailto:dgoldsmith@goldguylaw.com)  
[meredithd@goldguylaw.com](mailto:meredithd@goldguylaw.com)

<sup>1</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.

1 **Joe Coppedge**

2 **Contact**

Joe Coppedge, Esq.

**Email**

jcopp7116@gmail.com

3 **Michael R. Mushkin & Associates**

4 **Contact**

Michael R. Mushkin, Esq.

Joe Coppedge, Esq.

5 Karen L. Foley

6 Crystal Ann Gorzalski

**Email**

michael@mushlaw.com

joe@mushlaw.com

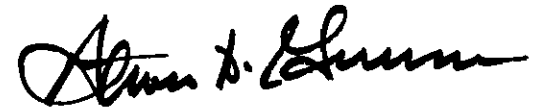
karen@mushlaw.com

crystal@mushlaw.com

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An employee of  
MICHAEL R. MUSHKIN & ASSOCIATES



CLERK OF THE COURT

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

16 **OPPOSITION TO PETITION FOR DECLARATORY JUDGMENT**

17 Comes now Thu-Le Doan ("Thu-Le"), by and through her counsel, Dara  
18 J. Goldsmith, Esq., of the law firm Goldsmith & Guymon, P.C. files  
19 this Opposition to the Petition for Declaratory Judgment ("Petition"),  
20 filed by Doan L. Phung ("Phung"), by and through his counsel Michael  
21 R. Mushkin, Esq., and L. Joe Coppedge, Esq., of the law firm of  
22 Michael R. Mushkin & Associates, and alleges as follows:

- 23 1. The Petition for Declaratory Judgment should be denied as this  
24 Court has already recommended that Thu-Le's Petition to Assume  
25 In Rem Jurisdiction of Trust, Confirm Trustee and to Modify  
26 Trust be granted.
- 27 2. In the Report and Recommendation Granting Petition to Assume  
28 Jurisdiction of Trust, Confirming Co-Trustees and to Modify

1 Trust ("RAR") entered on December 19, 2016, this Court found  
2 that the administration of the FUND FOR THE ENCOURAGEMENT OF  
3 SELF RELIANCE aka CENTER FOR THE ENCOURAGEMENT OF RELIANCE  
4 ("FESR") was at a loggerhead and the Co-Trustees could not  
5 function together to accomplish the goals of FESR, that there  
6 was sufficient reason and it was appropriate to decant the FESR  
7 assets, thus the Court recommended that FESR should be divided  
8 equally and Thu-Le Doan's portion be decanted into Thu-Le Doan's  
9 separate irrevocable charitable trust with Thu-Le Doan serving  
10 as sole trustee of her separate irrevocable charitable trust and  
11 Doan L. Phung's portion could either remain in FESR with Doan L.  
12 Phung serving as the sole Trustee of FESR or Doan L. Phung's  
13 portion may be decanted into a new separate irrevocable  
14 charitable trust with Doan L. Phung serving as the sole Trustee  
15 of his new separate irrevocable charitable trust.

16 3. On December 30, 2016, Phung filed his objection to the RAR and  
17 the objection is set to be heard on February 1, 2017 by Judge  
18 Gloria Sturman.

19 4. If Phung's objection to the RAR is denied and the RAR is adopted  
20 as an Order, then this Petition for Declaratory Judgment is  
21 moot.

22 5. The Petition for Declaratory Judgment should also be denied  
23 because Phung's actions violated the Order Shortening Time on  
24 Petition to Assume In Rem Jurisdiction of Trust, Confirm Trustee  
25 and to Modify Trust entered on October 6, 2016, wherein the  
26 Court Ordered that "no further meetings may be called by Doan L.  
27 Phung in regards to the [FESR] and that Doan L. Phung take no  
28 further action in regards to the [FESR] until this matter is



1 resolved by the Court."

2 6. Despite the fact that the Court ordered that Phung take no  
3 further action in regards to FESR until this matter is resolved  
4 by the Court and that after the October 14, 2016 hearing, the  
5 Court only expanded the Co-Trustees permissible duties  
6 specifically to continue to process any scholarship applications  
7 pending before FESR but no more, yet Phung continued to hold the  
8 October 15, 2016, meeting in direct violation of the Court's  
9 Order to maintain the status quo.

10 7. Prior to expanding the Co-Trustees permissible duties to work on  
11 the pending scholarships for FESR, the Court inquired with the  
12 parties whether they could work together on the scholarship  
13 program or whether a substantial bond be required, both Thu-Le  
14 and Phung stated to the Court that they would work together.

15 8. By holding a meeting the very next day which was not authorized  
16 by the Court to remove Thu-Le as a Co-Trustee clearly shows that  
17 Phung did not intend to work with Thu-Le on the pending  
18 scholarships and clearly misrepresented himself to the Court.  
19 Phung's pattern of bad faith started in the Divorce matter and  
20 has continued into this Trust matter as evidenced above.

21 9. Another example of Phung's bad faith in this matter occurred  
22 when Thu-Le's Counsel had reached out to Phung's counsel, Joe  
23 Coppedge, Esq., on September 26, 2016, to inquire on whether Mr.  
24 Coppedge, Esq. represented Phung and whether he would be willing  
25 to accept service of the Citation and Petition to Assume In Rem  
26 Jurisdiction of Trust, Confirm Trustee and to Modify Trust on  
27 behalf of Phung.

28 10. Despite his knowledge that there would be pending litigation,

1       Phung emailed Thu-Le in retaliation on September 28, 2016, the  
2       Notice of Meeting of the Board of Directors of the Trust for  
3       October 15, 2016, thus forcing Thu-Le to file an Ex Parte  
4       Application for an Order Shortening Time for the Petition to  
5       Assume In Rem Jurisdiction of Trust, Confirm Trustee and to  
6       Modify Trust.

7   11. Based on his actions, Phung's assertion that he has attempted to  
8       work amicably with Thu-Le concerning Trust matters is completely  
9       false.

10 12. Contrary to Phung's allegations, Thu-Le was an equal and active  
11       partner in the formation of FESR and the Vietnamese American  
12       Scholarship Fund ("VASF"). Thu-Le was equally involved in the  
13       family business, PAI Corporation, thus in the Marital Settlement  
14       Agreement ("MSA"), Phung agreed to give Thu-Le close to 51% of  
15       the community assets. Such issues were resolved in Divorce  
16       matter and is not before this Court, nor is it proper to be  
17       before this Court.

18 13. As stated in the Petition to Assume In Rem Jurisdiction of  
19       Trust, Confirm Trustee and to Modify Trust, due to their  
20       contentious and litigious divorce, the relationship between Thu-  
21       Le and Phung had become very hostile. Due to Phung's bad temper  
22       and past verbal threats, Thu-Le feared for her own personal  
23       safety and refused to personally meet with Phung, and not  
24       because she was neglecting her duties as Co-Trustee.

25 14. Phung falsely alleges that Thu-Le asked Fidelity to freeze  
26       FESR's bank accounts leading to its checks being bounced and  
27       penalized when in fact FESR's Fidelity account was never frozen.  
28       The frozen account Phung refers to is VASF's Fidelity account

1 which was frozen due to Phung's misrepresentations to the  
2 Divorce Court. The Divorce Court had ordered that Phung's  
3 personal Fidelity accounts be frozen and when he was ordered to  
4 provide the account numbers for such accounts, Phung provided  
5 the Fidelity account number for VASF, which in turn was entered  
6 in the Divorce Court Order causing the VASF Fidelity account to  
7 be frozen. It was Phung's bad faith and misrepresentation that  
8 caused the VASF Fidelity account to be frozen.

9 15. Phung's allegation that Thu-Le caused checks to bounce and  
10 penalties to incur on the FESR Fidelity account is entirely  
11 false. As Phung is well aware, Fidelity had placed restrictions  
12 on the account pursuant to the Marital Settlement Agreement.

13 16. The Court recognized that the Co-Trustees could not work  
14 together and therefore recommended that the Trust assets be  
15 decanted.

16 WHEREFORE, Thu-Le prays:

17 (1) That the Petition for Declaratory Judgment be denied in  
18 full;

19 (2) That the FESR meeting held on October 15, 2016, be voided;

20 (3) That all actions taken by Phung at the FESR meeting held on  
21 October 15, 2016 be voided;

22 (4) That the alleged appointment of Holly Ngo as Co-Trustee of  
23 FESR be voided;

24 (5) That the alleged removal of Thu-Le as Co-Trustee of FESR be  
25 voided;

26 ...

27 ...

28 ...

1 (6) For such other and further relief as, to this Court, seems  
2 just and equitable in the premises.

3 Dated this 13<sup>th</sup> day of January, 2017.

4  
5 Thu-Le Doan  
6

7 STATE OF NEVADA )  
8 ) ss.  
9 COUNTY OF CLARK )

10 The undersigned, being first duly sworn on oath, according to  
11 law, deposes and says:

12 I am the Respondent in the foregoing Opposition; I have read  
13 the same and know the contents thereof; and the same are true to the  
14 best of my own personal knowledge, except for those statements made  
15 upon information and belief; and, as to those statements, I believe  
16 them to be true.

17 Thu-Le Doan  
18

19 SUBSCRIBED AND SWORN to before me  
20 this 13<sup>th</sup> day of January, 2017.

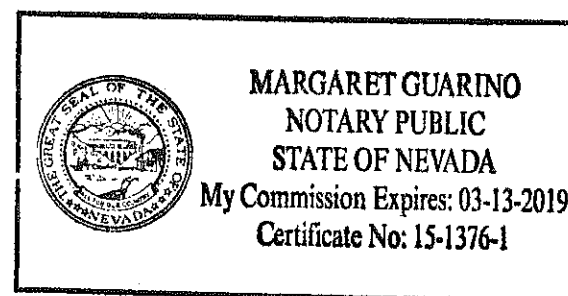
21 Margaret Guarino  
22 Notary Public in and for said  
23 County and State

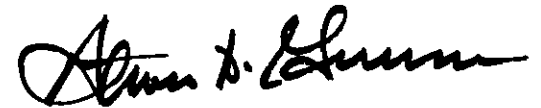
24 Submitted by:

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

26 By PJG  
27 Dara J. Goldsmith, Esq.  
28 Nevada Bar No. 4270  
Peter Co, Esq.  
Nevada Bar No. 11938  
2055 Village Center Circle  
Las Vegas, NV 89134  
Attorneys for Thu-Le Doan

W:\DJG\AT\1833-2 Doan\1833-2.FESR.opp.pet.decl.wpd





CLERK OF THE COURT

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

16 **AFFIDAVIT OF SERVICE**

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

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

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

25 On this 17th day of January, 2017, I deposited in the United  
26 States Mail at Las Vegas, Nevada, three (3) copies of the OPPOSITION  
27 TO PETITION FOR DECLARATORY JUDGMENT thereon, each enclosed in a  
28 sealed envelope, mailed regular mail, upon which first-class postage  
was fully prepaid, addressed to:

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

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

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

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

11 I also filed the OPPOSITION TO PETITION FOR DECLARATORY  
12 JUDGMENT (Filed and E-Served on 01/13/2016) thereon, electronically via  
13 WIZNET, the Court's electronic filing system, pursuant to EDCR 8.05,  
14 and electronically served the following parties:

15 Joe Coppedge, Esq.  
16 jcopp7116@gmail.com  
Attorney for Doan L. Phung

17 Michael Mushkin, Esq.  
18 michael@mushlaw.com

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

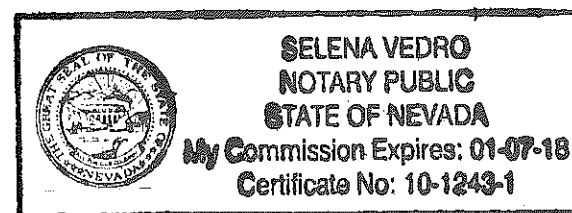
22 DATED this 17th day of January, 2017.

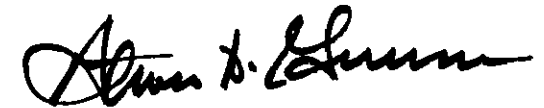
23 Meredith Delaney  
Meredith Delaney *pc*

24  
25 SUBSCRIBED AND SWORN to before me  
26 this 17th day of January, 2017.

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

W:\DJG\AT\1833-2 Doan\1833-2.FESR.aos4.wpd





CLERK OF THE COURT

**RPLY**

Michael R. Mushkin  
Nevada Bar No. 2421  
L. Joe Coppedge  
Nevada Bar No. 4954  
Michael R. Mushkin & Associates  
4475 South Pecos Road  
Las Vegas, Nevada 89121  
(702) 386-3999 Telephone  
(702) 454-3333 Facsimile  
[Michael@mushlaw.com](mailto:Michael@mushlaw.com)  
[joe@mushlaw.com](mailto:joe@mushlaw.com)

*Attorneys for Respondent, Doan L. Phung*

**DISTRICT COURT FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

In the Matter of the

FUND FOR THE ENCOURAGEMENT OF  
SELF-RELIANCE

An Irrevocable Trust;

CASE NO. P-16-089638-T

DEPT: PC1

DATE OF HEARING: January 20, 2016

TIME OF HEARING: 9:30 am

**REPLY BRIEF IN SUPPORT PETITION FOR DECLARATORY JUDGMENT**

Respondent, Doan L. Phung ("Phung" or "Respondent") by and through his counsel, Michael R. Mushkin and L. Joe Coppedge, submits this Reply Brief in Support of his Petition for Declaratory Judgment.

Consistent with her practice in the Family Court and previously in this court, Petitioner continues to make false and unsubstantiated statements. It is noteworthy that although submitted by her counsel, the Opposition to Petition for Declaratory Judgment (the "Opposition") was signed by Petitioner herself, and not by her counsel. In the Opposition, Petitioner complains the meeting on October 15, 2016 was "in direct violation of the Court's Order to maintain the status quo" and that it was "not authorized by the Court." There is nothing in the Report and Recommendation, nor the hearing transcript which indicates that the properly scheduled meeting could not take place. To the contrary, the Commissioner properly noted that "because of the sides here I cannot issue any kind

1 of injunction without some type of a bond.” See Transcript of October 14, 2016 Hearing, p. 23,  
2 Exhibit A hereto.

3 Petitioner further claims that “[i]t was Phung’s bad faith and misrepresentation that caused  
4 the VASF Fidelity account to be frozen.” Opposition, p. 5. In reality, it was her Family Court  
5 counsel, Mr. Willick, whose associate contacted Fidelity ex parte creating, all of the problems. See  
6 letter from Fidelity to Willick Law Group, Exhibit B hereto. In this letter, John Spurway with  
7 Fidelity Investments writes to Lorien K. Cole, Esq. with the Willick Law Group as follows:

8 I am writing to confirm receipt of the Decree of Divorce dated April 6, 2012  
9 Marital Settlement Agreement dated February 22, 2012, and court order dated  
10 September 4, 2015 in connection with the above-referenced matter.

11 Accordingly, we have restricted all accounts listed on the Settlement Agreement,  
12 including accounts registered in the name of Vietnamese American Scholarship  
13 Fund, and Fund for Encouragement of Self Reliance with Doan L. Phung and  
14 Thu-Le Doan as Trustees. The restriction will prevent any money being  
15 withdrawn. The restricted accounts include account XXX-XX4816. The  
restriction will remain pending a currently (within the last 60 days) and originally  
certified (with raised or colored seal) Court Order, or other process issued by a  
court of competent jurisdiction ordering release of the accounts.

16 Fidelity is unable to maintain the integrity of an account restriction while  
17 simultaneously processing customer transactions for less than \$5,000.00.  
18 Therefore, any distribution requests for under \$5,000 will need to be submitted to  
19 us in writing, and any requests in excess of \$5,000 will also need to be in writing  
and the instructions will need to be signature guaranteed by both parties.

20 Clearly, it was Fidelity, in response to the ex parte communication from Mr. Willick’s office  
21 that established the protocol for cashing checks, and imposed the restriction that prevented any  
22 money from being withdrawn. It was only after several checks bounced that Dr. Phung appreciated  
23 the gravity of harm caused by Petitioner’s attorney. Phung then wrote to Petitioner requesting her  
24 assistance in unfreezing some of the accounts. Petitioner’s repeated misstatements are a continuing  
25 and intentional effort to distort the true facts, and gain favor with this Court.

26 Petitioner further claims that she was an equal and active partner in the formation of VASF  
27 and FESR, and that she was equally involved in the family business, PAI Corporation. These  
28 statements are almost laughable, and very simply, are untrue.



1 What is true is that Petitioner has failed to dispute any of the determinative facts in  
2 Respondent's Petition:

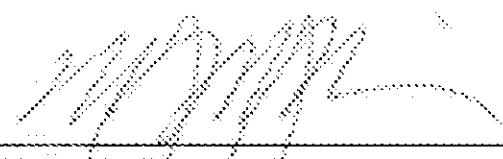
- 3 • Since the divorce in 2011, Phung has called multiple meetings, all to take place in a  
4 public place to address specifically identified charity matters. Each time, Petitioner has  
5 neglected her duties owed to the Trusts and failed to attend any Trust meetings.
- 6 • Thu-Le does not dispute that Section Six of the Charter provides that "[t]he failure of a  
7 Trustee to attend any of the meetings of Trustees for three (3) consecutive meetings shall  
8 be deemed conclusive as his or its incapacity to act."
- 9 • Petitioner Thu-Le does not dispute that she has failed to attend at least three (3)  
10 consecutive meetings.
- 11 • Petitioner Thu-Le does not dispute that pursuant to the express terms of the Charter, her  
12 failure to attend three (3) consecutive meetings is deemed conclusive as to her incapacity  
13 to act as a Trustee.

14 See Charter, Section Six, Exhibit A to Respondent's Petition.

15 Accordingly, as a result of Petitioner's conclusively proven incapacity to serve, she was  
16 removed as a Trustee at the meeting on October 15, 2016. She promised, through counsel, at the  
17 hearing before the Commissioner on October 14, 2016, to work with Phung, but did not do so in  
18 a properly scheduled Trustee' meeting. Respondent respectfully requests that this Court enter  
19 an order granting Phung's Petition for Declaratory Judgment, and upon such approval, dismiss  
20 this action as Petitioner has no standing.

21 DATED this 18 day of January, 2017.

22  
23 BY:

  
\_\_\_\_\_  
Michael R. Mushkin  
Nevada Bar No. 2421  
L. Joe Coppedge  
Nevada Bar No. 4954  
Michael R. Mushkin & Associates  
4475 South Pecos Road  
Las Vegas, NV 89121  
(702) 386-3999  
*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 Reply Brief in support of Petition for Declaratory Judgment, 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.

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

Dated this 18<sup>th</sup> day of January, 2017.

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

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing *Reply Brief in Support Petition for Declaratory*  
3 *Judgment* was submitted electronically for filing and/or service, with the Eighth Judicial District  
4 Court on this 13 day of January, 2017. Electronic service of the foregoing document shall be  
5 made as follows<sup>1</sup>:

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

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

9 **Goldsmith & Guymon**

10 **Contact**

Peter Co, Esq.

Dara Goldsmith, Esq.

Meredith Delaney

**Email**

pco@goldguylaw.com

dgoldsmith@goldguylaw.com

meredithd@goldguylaw.com

12 **Joe Coppedge**

13 **Contact**

Joe Coppedge, Esq.

**Email**

jcopp7116@gmail.com

15 **Michael R. Mushkin & Associates**

16 **Contact**

Michael R. Mushkin, Esq.

Joe Coppedge, Esq.

Karen L. Foley

Crystal Ann Gorzalski

**Email**

michael@mushlaw.com

joe@mushlaw.com

karen@mushlaw.com

crystal@mushlaw.com

21   
22 An employee of  
23 MICHAEL R. MUSHKIN & ASSOCIATES

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28 <sup>1</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

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*John L. Johnson*  
CLERK OF COURT

EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

In the Matter of the Trust of: )	CASE NO. P-16-089637-T
VIETNAMESE AMERICAN )	DEPT. PROBATE
SCHOLARSHIP FUND. )	
_____ )	
In the Matter of the Trust of: )	CASE NO. P-16-089638-T
FUND FOR THE ENCOURAGEMENT )	DEPT. PROBATE
OF SELF RELIANCE. )	
_____ )	

BEFORE THE HONORABLE WESLEY YAMASHITA,  
COMMISSIONER

TRANSCRIPT RE: PETITION HM

FRIDAY, OCTOBER 14, 2016

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APPEARANCES:

Petitioner: THU LE DOAN

For Petitioner: DARA GOLDSMITH, ESQ.  
PETER CO, ESQ.  
Goldsmith & Guymon PC  
2055 Village Center Circle  
Las Vegas, Nevada 89134

MARSHAL WILICK, ESQ.  
Willick Law Group  
3591 East Bonanza Road #200  
Las Vegas, Nevada 89110

Respondent: DOAN PHUNG

For Respondent: MIKE MUSHKIN, ESQ.  
Michael R. Mushkin & Associates  
4475 South Pecos Road  
Las Vegas, Nevada 89121

L. JOE COPPEDGE, ESQ.  
3800 Howard Hughes Parkway  
Las Vegas, Nevada 89169

1 LAS VEGAS, NEVADA

FRIDAY, OCTOBER 14, 2016

2 P R O C E E D I N G S

3 (THE PROCEEDING BEGAN AT 10:31:41.)

4 THE COURT: I'm going to hear pages 99 and 100 together,  
5 which are the Vietnamese American Scholarship Fund and the  
6 Fund for the Encouragement of Self Reliance.

7 MR. MUSHKIN: Good morning, Your Honor. Mike Mushkin and  
8 Joe Coppedge on behalf of Respondent.

9 MS. GOLDSMITH: Good morning, Your Honor. Dara  
10 Goldsmith, Bar No. 427, on behalf of Thu Le Doan. Along with  
11 me is Attorney Peter Co.

12 Your Bar No?

13 MR. CO: 11938.

14 MR. WILICK: Marshal Willick, Bar No. 2515.

15 THE COURT: And, Mr. Willick, you're here as?

16 MR. WILICK: I am here as Thu Le Doan's primary counsel  
17 in the other pending matters that have been raised in the  
18 opposition --

19 THE COURT: Okay.

20 MR. WILICK: -- to the pending request.

21 THE COURT: Okay.

22 (Indicating) This side, you don't come to discovery  
23 often.

1 I've read everything through, okay. So what I need  
2 to know -- I guess your position is this is a revocable and  
3 you can't do a darn thing to it, and we needed to go forward  
4 and get this thing changed --

5 UNIDENTIFIED SPEAKER: (Indiscernible) the Court.

6 THE COURT: -- (indiscernible) is.

7 I mean, do you understand the principles of  
8 decanting? Do you understand The Court can make even  
9 irrevocables changeable upon proper conditions and proper  
10 reasons why?

11 MR. MUSHKIN: Certainly, Your Honor, but those reasons  
12 obviously haven't been met.

13 Today, extensionally what you have is an injunction  
14 without bond. And the...the trust by its charter cannot be  
15 modified under -- obviously under certain standards of law it  
16 can. The statute calls for an evidentiary hearing in order  
17 for this matter to be resolved. So I believe that's what  
18 ultimately The Court would need to do today.

19 THE COURT: Okay.

20 MR. MUSHKIN: And then the --

21 THE COURT: And I understand. Okay? But to me -- let me  
22 just tell you where I'm going and leading at this point.  
23 Okay?

24



1 MR. MUSHKIN: Sure.

2 THE COURT: It is obvious to me, because they got  
3 divorced, that these parties, at this point, unworkable  
4 together.

5 Now, you may have some sessions and there's claims  
6 every which way, and I -- we're not going to get into that  
7 part. I'll reserve that for Mr. Willick down at the Family  
8 Court. Okay?

9 Part of the function of any kind of a trust such as  
10 this is the ability to function together to achieve its  
11 charitable purposes. Okay?

12 MR. MUSHKIN: Absolutely.

13 THE COURT: And, while not, because it was formed in  
14 Tennessee, not technically community, but it was at least --  
15 has a marital aspect to it, a marital-interest aspect to the  
16 (indiscernible).

17 MR. MUSHKIN: None whatsoever.

18 THE COURT: Okay.

19 MR. MUSHKIN: There is no marital aspect whatsoever.

20 Your Honor, by law, upon the creation of the trust  
21 some six years ago, the last contribution was over six years  
22 ago. I believe the first was far before that. But there is  
23 no community property in this matter.

24

1           When community property is given to a trust, it  
2 ceases to become community property as a matter of law and  
3 becomes trust property. And so the trust owns these assets.  
4 There's no community aspect to it whatsoever. There's no  
5 question that over the course of time the community property  
6 of the marriage was used to fund the trust. That's not --

7           THE COURT: Okay.

8           MR. MUSHKIN: -- an argument.

9           THE COURT: Okay. Yeah --

10          MR. MUSHKIN: One less comment, Judge.

11          THE COURT: All right.

12          MR. MUSHKIN: So the trust by its terms calls for not  
13 more than five trustees. For the last few years, my client's  
14 tried to appoint another trustee so there wouldn't be this  
15 problem. This is a problem that's created by the petitioner.  
16 There is no problem. There is no merit. These same  
17 allegations were raised in the Family Court. So now they've  
18 come because they were --

19          THE COURT: Well --

20          MR. MUSHKIN: -- not successful there --

21          THE COURT: -- because the trust --

22          MR. MUSHKIN: -- they to come to you.

23          THE COURT: -- because this is the proper forum for  
24

1 trusts.

2 MR. MUSHKIN: For administration issues.

3 THE COURT: Right.

4 MR. MUSHKIN: And my position to The Court would be that  
5 it's a real simple fix. We need a second tr -- I mean, a  
6 third trustee.

7 THE COURT: But why -- if we don't want to do it -- and  
8 you're worried about what each is doing that may disqualify  
9 the entire trust, why don't we just make it simple and say we  
10 don't want to it in each oth -- we all just need -- because we  
11 had our divorce, don't want to deal with each other, why don't  
12 we just go ahead and split this thing and allow each other to  
13 decant and have their own control of their own thing and then  
14 we don't have to deal with each other.

15 MR. MUSHKIN: Because that's --

16 THE COURT: I mean, why do you want to keep yoke to each  
17 other.

18 MR. MUSHKIN: Your Honor, I don't want to yoke to the  
19 trustee. The petitioner could appoint someone else to act as  
20 trustee if they don't want to be around the other trustee.  
21 They have the right during their lifetime to appoint another  
22 trustee.

23 These trusts were created to be administered by my  
24

1 client as a trustee, by his ex-wife as a trustee, and for  
2 other trustees. Under no circumstances do we believe there is  
3 merit, either in law or in fact, to decant or to somehow  
4 separate them. I've never heard of such a thought when the  
5 easiest solution of all is just to appoint a neutral trustee.  
6 Simple.

7 THE COURT: I don't see that as being easy. You're still  
8 going to have the conflicts. I -- again, I still don't  
9 understand why anybody, when they have the opportunity to  
10 fully divest and get apart, why you'd want to maintain any  
11 kind of connection.

12 MR. MUSHKIN: Well, I --

13 THE COURT: (Indiscernible.)

14 MR. MUSHKIN: Certainly.

15 MS. GOLDSMITH: Your Honor, I absolutely agree with you.  
16 I'm -- I think that, honestly, the easiest solution in this  
17 case is (indiscernible) wants to do it the easiest is to  
18 appoint one non-profit to one side, one trust to one side, and  
19 one trust to the other side, and allocate the assets evenly  
20 and have them go on their merry way if they want to change the  
21 names.

22 They have the 501(c)(3) status that they can retain.  
23 They can either retain the name or change the name.

24

1 My client is amenable to any of these solutions,  
2 whether it's decanting into a new trust, having her create a  
3 new trust and -- or, you know, probably the easiest is to  
4 allocate one to each. They have their 501(c)(3) status.  
5 She's entitled to decant. These were -- these are assets that  
6 are sitting there. They're both the trustors. The -- I  
7 absolutely agree that there's no reason to appoint somebody  
8 else to help these people live out the mission of charitable  
9 giving that they both intended to have and probably still do  
10 have with regard to their lifetime.

11 Allow them to both take their charitable trusts and  
12 go ahead and do their charitable giving and not waste time,  
13 money or resources with regard to limiting what's going to the  
14 charity to fight out any type of personal issues they have  
15 between themselves.

16 The reality is the issue about the number of  
17 trustees. That's easily solvable by each of them. And, in  
18 fact, I would argue to you that it's been waived because  
19 there's been no change since the resignation in 2011 with  
20 regard to the other two trustees in the other trust, which --  
21 one which is created under Nevada Law hasn't had trustees,  
22 hasn't had additional trustees.

23 So the mechanism is, these people have -- that's  
24

1 been operated individually for their giving and it does not  
2 make sense for them to be required to bring someone in neutral  
3 who's going to be playing, you know, officer of the court or  
4 march back before Your Honor on an ongoing basis. There's no  
5 reasonable basis not to decant these trusts and allow these  
6 people to go on with their individual charitable giving.

7 MR. MUSHKIN: Your Honor, if I could. The reply is kind  
8 of unique, because they apply sort of abandons all of the mud  
9 that was thrown on the wall, and says, well, there doesn't  
10 need to be any discovery, there doesn't need to be any  
11 evidence taken. That's not the standard of law. And then to  
12 get to decanting, to get to some kind of split, there has to  
13 be evidence, there has to be something with which to base it  
14 upon. And, respectfully, all this is is a retread of issues  
15 that were brought up in the Family Court that were disproven.

16 THE COURT: Okay.

17 MR. MUSHKIN: So we vehemently deny --

18 UNIDENTIFIED SPEAKER: (Indiscernible) waiting.

19 MR. MUSHKIN: -- every single factual allegation they've  
20 made.

21 THE COURT: But again, okay, I hope you understand that  
22 one of the reasons -- and I could care less who gave what to  
23 whom, okay? To me it's obvious that the administration of  
24

1 this trust is at loggerheads. Even if they -- and I'd be  
2 (indiscernible) hard-pressed to find a neutral that they can  
3 both agree upon who's going to be then, going to have to go,  
4 oh, geez, it's (indiscernible) do here, and (indiscernible)  
5 the full circumstances and the weight of it all, or they  
6 might, well, man, I've got to get somebody -- some assistance  
7 or -- yeah. It just -- just to me it just says, why not --

8 MR. MUSHKIN: Because -- I'm sorry, Judge.

9 THE COURT: -- why not just split things and just say --

10 MR. MUSHKIN: Because they have no right.

11 THE COURT: -- you go your way, you go their way.

12 MR. MUSHKIN: There's no law, there's no fact, there's no  
13 right to just say, let's just split them. It's not community  
14 property, Judge. They're not. They don't have a legal right  
15 to that.

16 Now, sometimes in life we want to take the easy way  
17 out. But if the easy way out is not the right way, then we  
18 have a problem. I can name at least one -- and I'm not  
19 prepared to argue the entire case today, Judge, because I  
20 think we need to put on evidence -- but I can name one very  
21 serious reason. When these trusts were formed years and years  
22 ago tax benefits were taken. And if you were to now put them  
23 in separate administration and one of the trusts were somehow

24

1 used improperly and there were tax consequences, those tax  
2 consequences would go to someone you have divested of any  
3 ability to manage or watch the trust. And he would then be  
4 dependent upon the goodwill, as would she be dependant upon  
5 the goodwill of the other trust. That's not the facts.

6 The facts are they're both trustees, they both enjoy  
7 a right to appoint during their lifetime. And if they appoint  
8 trustees, then if there is a real dispute --

9 THE COURT: But, I mean, I know --

10 MR. MUSHKIN: -- (indiscernible) trustees can handle it.

11 THE COURT: -- I know you got all this thing. Why? Why  
12 do you want to keep together? I just don't understand that.

13 MR. MUSHKIN: Because --

14 THE COURT: And yet you make the stand, you say, let's  
15 just get -- let's just literally cut the sheets and go away  
16 from each other, we don't have to deal with each other  
17 anymore, we don't want to deal (indiscernible) more. It just  
18 seems to me, why do you want to keep doing it?

19 MR. MUSHKIN: Because that was the mission of my client  
20 when he created these trusts, to be able to manage these  
21 assets for the benefit of charities.

22 Now, I don't want to start making factual  
23 allegations, Your Honor, but we have information that there's

24



1 already been a gift problem done by the petitioner. I don't  
2 want to spend a lot of time explaining it to you now, but  
3 there was a gift given from one of these trusts to another  
4 trust that she's the chairman of. Now there's suspicion that  
5 the way that gift was used by that trust inappropriate. It's  
6 not the proper forum, that trust is not before The Court. But  
7 we have our reasons and we have a right. There simply is not  
8 cause to do this. There simply is not cause to say, no more  
9 gifts can be given.

10 Just as an example, Judge, there's sixty applicants,  
11 approximately sixty applicants this go-around. Petitioner  
12 trustee hasn't attended the last two meetings. We just move  
13 on. If she chooses not to participate, we have --

14 THE COURT: Because of --

15 MR. MUSHKIN: -- to move on with our purpose.

16 THE COURT: -- because of the atmosphere there or knowing  
17 that you (indiscernible) end up arguing, why wouldn't she not  
18 show up? That shows me more of a reason why we -- this is  
19 just administratively --

20 MR. MUSHKIN: Well, but you're --

21 THE COURT: -- impossible to --

22 MR. MUSHKIN: -- you're hearing one side --

23 THE COURT: -- (indiscernible).  
24

1 MR. MUSHKIN: -- Judge. There's no allegation on our  
2 side that there's a problem working with the petitioner. This  
3 petitioner had the same issues in Family Court.

4 THE COURT: Well, I understand that. But even if it's  
5 perceived -- I mean --

6 MR. MUSHKIN: No, Judge.

7 THE COURT: -- again, I just don't understand why you  
8 want to stay together. I don't want --

9 MR. MUSHKIN: Your Honor --

10 THE COURT: -- to hear this (indiscernible).

11 MR. MUSHKIN: -- my client is adamant that he wants to  
12 maintain his status as trustee in both trusts so that he can  
13 see that there's proper administration of both trusts. He was  
14 the grantor. He was the one that worked for this money. It  
15 was community property when it was submitted. There was a  
16 divorce. And there is no authority for the relief that they  
17 seek. There simply is no statutory authority, there's no case  
18 law authority.

19 The only thing that I can see that This Court is  
20 compelled to do is take evidence and let them prove-up these  
21 allegations. Because we will be able to show you clearly and  
22 convincingly that they are false allegations only trying to  
23 cause harm, not good. Not trying to protect the charitable

24

1 purpose, trying to cause harm to the trustee.

2 So respectfully, Judge --

3 THE COURT: So your understanding is he's going to assert  
4 rights to the entire corpus of the trust as opposed to saying  
5 we each have rights to -- fifty percent undivided, of course,  
6 but we have --

7 MR. MUSHKIN: Your Honor --

8 THE COURT: -- claims (indiscernible) --

9 MR. MUSHKIN: -- neither one of these parties have any  
10 right to the corpus. They are charitable, irrevocable trusts.  
11 The trusts own the property. There is no community interest.  
12 There is no authority to give one to the one and one to the  
13 other. The authority would have to be that one trustee acted  
14 in bad faith, reached his fiduciary duty or her fiduciary  
15 duty, then The Court could take some sort of action.

16 I just don't quite understand how you retread an  
17 argument made in Family Court and come to the conclusion that  
18 we're going to give one trust to one and one trust to the  
19 other. Respectfully, Judge, I understand the personalty side  
20 to it. But what if that's not the truth, what if that's a  
21 one-sided argument?

22 MS. GOLDSMITH: And, Your Honor, if I may. These are  
23 trusts that were established by both of them. He's not the

24

1 sole trustor, he's not the sole grantor. It was established  
2 by both of them. It was established with marital assets back  
3 --

4 THE COURT: But he was also given management and  
5 trusteeship.

6 MS. GOLDSMITH: He was given management and trusteeship,  
7 and that was -- but this is an issue that, as you know,  
8 oftentimes the Family Court at -- you know, prefers that these  
9 issues come before This Court as the appropriate court to deal  
10 with trust issues. This Court clearly has the ability to  
11 decant these trusts. There --

12 I don't believe that you need to have an evidentiary  
13 hearing to assert that the -- you know, whether they get along  
14 or don't get along. The reality is, both of these trustees --

15 THE COURT: So why did he raise that in his petition  
16 then? I mean, if -- I mean (indiscernible) he did this and he  
17 did that, but that's not --

18 MS. GOLDSMITH: She didn't --

19 THE COURT: -- a basis for --

20 MS. GOLDSMITH: -- she can't get along. But I don't  
21 think we need to have an evidentiary hearing to show that they  
22 can or cannot get along.

23 The fact that one party perceives that they don't  
24

1 get along I don't think you have to disprove that. I think  
2 that the issue is, looking at the greater good and the  
3 charitable giving, both of these people clearly have  
4 charitable intent, that whether you want to go ahead and push  
5 down the assets so they can have -- decant them into separate  
6 trusts, clearly This Court has authority to do that. It  
7 doesn't require that there be an evidentiary hearing with  
8 regard to the issues that Mr. Mushkin is addressing, the fact  
9 that she perceives that these issues are there and that it's  
10 an issue that needs to be addressed in order to have the  
11 management of the charitable giving continue.

12 This Court definitely has jurisdiction, despite the  
13 fact -- I mean, if we're going to have an evidentiary hearing,  
14 I think that it's difficult to put -- to envision that the  
15 solution would be to bring others in to manage this trust.

16 I think the solution at the end of the day is going  
17 to be either to have new trusts created, decant these trusts,  
18 or allocate the trusts and the assets among the two trustors  
19 who created these trusts for charitable giving to provide  
20 scholarships, to provide people the resources to become self-  
21 reliant, to address the concerns that these people have had  
22 over the years.

23 The fact that Mr. Mushkin's client believes that  
24

1 he's the one who generated these monies and he's the one who's  
2 entitled to making the allocations only makes it more clear  
3 why my client is not comfortable attending these meetings. My  
4 client is not in a position where she feels she can  
5 participate safely.

6 She's had issues with regard to -- any whether  
7 perception or reality --

8 THE COURT: I don't even want to get into that. Okay.  
9 And my --

10 MS. GOLDSMITH: And I don't think you need to. I'm just  
11 addressing -- because I think that Mr. Mushkin was raising  
12 these issues. I think you clearly have the ability to do  
13 this.

14 THE COURT: Okay.

15 MR. MUSHKIN: Very briefly, Judge?

16 THE COURT: I'm ready to --

17 Does Mr. Willick got some comment or --

18 MR. WILLICK: I did. The only reason I'm here, Your  
19 Honor, is in case a false representation was made as to the  
20 course of conduct in the Family Court. And when I heard it,  
21 and with respect, Mr. Mushkin wasn't there, I was only going  
22 to interrupt for clarity of the record.

23 The image in the opposition about how wonderful and  
24

1 giving and cooperative Mr. Phung is is simply false. If that  
2 was anything close to an accurate depiction, we wouldn't have  
3 court minutes from a year ago talking about, at great length,  
4 continuing discussion of Defendant's abuse of the charities  
5 and potential liability to my client (indicating), then I  
6 wouldn't be sitting on nine hundred thousand dollars in my  
7 trust account that he's already been sanctioned --

8 THE COURT: Okay.

9 MR. WILLICK: -- for what happened in that case.

10 My point is, they cannot agree as to which villages  
11 should get things. He won't allow charities to --

12 THE COURT: Yeah. And I understand. Okay? And I  
13 understand once a divorce occurs, frankly, to get spouses to  
14 agree on hardly anything -- ex-spouses I should say -- is  
15 practically impossible.

16 Now, I'm going to put this in form of Report and  
17 Recommendation just to see if the Judge will uphold me. But  
18 I'm going to find that I take jurisdiction of these trusts. I  
19 will recognize and confirm trustees.

20 I will state that ultimately because the  
21 administrative issues, the functional purposes of the trust  
22 really can't be accomplished. And that in order to accomplish  
23 and not have to worry about what each side is doing, and each

1 side may or may not be controlling over, that it is  
2 appropriate to decant. I will say that I will -- my  
3 recommendation is I would decant into a new one on this side  
4 (indicating). This side (indicating) make choices  
5 (indiscernible) decant or retain the old one. Okay? The...

6 I think is it also important that both sides --  
7 taxes that -- (indiscernible) a long time ago. But the  
8 question may be that I think that also needs to be an  
9 understanding that if one side does something that it violates  
10 the charger, so to speak, and thus causes potential tax affect  
11 upon the other party, that they are to indemnify and to make  
12 good if it does come about.

13 MR. MUSHKIN: And you're doing this without an  
14 evidentiary hearing, Judge?

15 THE COURT: I am -- I'm saying I find that it's just  
16 unworkable. The way it is right now is unworkable. And the  
17 (indiscernible) be accomplished. I believe that it's  
18 sufficient reason for me to do this. So -- and I'm going to  
19 do that on based on a Report and Recommendation so that you  
20 may explain these to the Judge to see if she will or not so  
21 agree.

22 MS. GOLDSMITH: Your Honor, while the Report and  
23 Recommendation is pending and waiting to come into order, will

24



1 you leave in affect the order that no action be taken with  
2 regard to either of the charities?

3 MR. MUSHKIN: If you do that --

4 MS. GOLDSMITH: As set forth in your prior order.

5 MR. MUSHKIN: -- if you do that, Your Honor, I would  
6 request bond in the amount of sixteen million dollars. That's  
7 what's in these trusts. This is just -- and I want The Court  
8 to understand what's pending right now.

9 There's sixty applications. Two things, Judge,  
10 before you finish. What I wanted to say before was, if you  
11 were to take evidence, the evidence would show that all of the  
12 work for all of the time on all -- both of these trusts has  
13 been done by my client. That the petitioner's been a passive  
14 participant. That's what the record would show.

15 The record would also show that the recommen -- the  
16 allegation that was just raised, that they can't agree on what  
17 village is a completely false allegation because her village  
18 has received substantial gifts.

19 And finally, that there are sixty applications  
20 waiting for scholarships, and this is the sixth year of the  
21 scholarship program. So if you stop it, then for whatever  
22 period of time that this matter is going to be involved in the  
23 litigation, then no charitable purpose can take place. I

24

1 don't think that's what The Court wants and I don't think  
2 that's appropriate. If they want to stop the good then they  
3 must bond it, because we've got sixty people that are waiting  
4 for their scholarships. This is just --

5 THE COURT: Well, I understand.

6 My question is, if these are legitimate scholarships  
7 and whatever else, then we ought to proceed with  
8 (indiscernible) continuing of that program. And I need to  
9 understand that part. Okay?

10 MS. GOLDSMITH: Yeah. Your Honor, I think it would be  
11 necessary for us to review those scholarship applications and  
12 to make that determination. I don't believe that they've been  
13 provided.

14 MR. MUSHKIN: They have. They've been provided just like  
15 every other year, Judge.

16 THE COURT: Okay. I will stay it, okay, that given the  
17 direction right now that they're to use all caution, I will  
18 say also that as of this point, if he wishes to grant any  
19 scholarships that may come out of what ultimately may be split  
20 as his half.

21 (Indiscernible) that your percentages are applied in  
22 and all that kind of thing. But at this point, okay, that's  
23 what I'm going to say.

24

1 MR. MUSHKIN: And you're going to do that without a bond  
2 being posted?

3 THE COURT: That -- they are to encourage and to look at  
4 if they are continuation of scholarships, okay, then they are  
5 -- I think that part needs to be looked at. If it's just  
6 money given for re -- I don't know (indiscernible), but it's  
7 (indiscernible) issues, okay, and then genuine scholarship  
8 issues, then those need to be examined and to be given and  
9 continuing. Anything that other nature, because of the sides  
10 here I cannot issue any kind of injunction without some type  
11 of a bond. Okay?

12 So the question is, can we work together in  
13 determining or am I going to have to require a substantial  
14 bond...in the interim?

15 MR. COPPEDGE: If I can, Your Honor...

16 MS. GOLDSMITH: Your Honor, I'd ask that my office be  
17 provided with a copy of the scholarship applications that are  
18 pending and we'll see if we can reach an agreement on those.  
19 An alternative would be to allocate all those distributions to  
20 his portion -- his half of the equation and have them  
21 allocated from his side of the charitable trusts. That would  
22 work as well.

23 MR. COPPEDGE: If I understand, Your Honor, I think the  
24

1 process is that Dr. Phung receives applications. It's not  
2 just scholarships. But he receives applications for donations  
3 every year.

4 THE COURT: Sure.

5 MR. COPPEDGE: He goes through them and then he reviews  
6 them and then he decides who's going to get what from those  
7 applications. And each year he's provided information to the  
8 petitioner each year, and that's been the process.

9 And so as part of his review, we would provide that  
10 to them again this year and allow them to like review the  
11 petitions or the requests --

12 THE COURT: Okay.

13 MR. COPPEDGE: -- and then --

14 THE COURT: I think at this point, since we only have the  
15 two and we're sitting with two, scholarship program continues  
16 but it must be agreed upon by both.

17 MR. COPPEDGE: So if I understand, we would complete the  
18 review of the applications, we'd submit to them, and then they  
19 would say yes or --

20 THE COURT: And they must look at it honestly, without  
21 partiality, and give a review if it is acceptable. And I --  
22 and for the most part, the continuation of the scholarship-  
23 type things and I see no reason to lie.

24

1 MS. GOLDSMITH: And, Your Honor --  
2 MR. MUSHKIN: If we have a problem --  
3 MS. GOLDSMITH: -- Your Honor --  
4 MR. MUSHKIN: -- we'll bring it back to you --  
5 THE COURT: Yes.  
6 MR. MUSHKIN: -- Judge?  
7 THE COURT: Yes.  
8 MS. GOLDSMITH: Your Honor, I think that they -- not just  
9 the applications that are approved by Dr. Phung should be  
10 given to my client. My client should receive copies of all  
11 applications, because she may have an application that he has  
12 that she would be inclined --  
13 THE COURT: That's fair.  
14 MR. MUSHKIN: We don't have a problem --  
15 MS. GOLDSMITH: -- just the same way.  
16 MR. MUSHKIN: -- with that, Judge.  
17 THE COURT: That's fair.  
18 MS. GOLDSMITH: I think that --  
19 THE COURT: That's fair.  
20 MR. MUSHKIN: We have no problem with that.  
21 THE COURT: That's fair.  
22 MR. WILICK: May I ask that all of these go through her  
23 (indicating) office rather than my office --  
24

1 MS. GOLDSMITH: Yes.  
2 MR. WILLICK: -- for purposes of this review?  
3 THE COURT: Sure.  
4 MR. WILLICK: Thank you, Your Honor.  
5 MR. MUSHKIN: We have no problem with that either, Judge.  
6 THE COURT: Okay.  
7 MS. GOLDSMITH: I'll prepare the Report --  
8 THE COURT: Ms. Goldsmith --  
9 MS. GOLDSMITH: -- and Recommendation.  
10 THE COURT: -- will prepare an R and R. You'll get a  
11 chance to review it. You may submit it (indiscernible)  
12 whether feel a need to.  
13 MS. GOLDSMITH: And, Your Honor, will be two RAR's  
14 because of the two cases.  
15 THE COURT: Right.  
16 MR. COPPEDGE: I thank The Court --  
17 MR. MUSHKIN: And, Judge, do you just --  
18 MR. COPPEDGE: -- for your time.  
19 MR. MUSHKIN: -- consolidate things so we can do it all  
20 as one?  
21 MS. GOLDSMITH: They can't be. I don't think they can  
22 (indiscernible) --  
23 THE COURT: With trusts I like to keep them separate.  
24

1 MR. MUSHKIN: Okay. We'll have two orders.  
2 MR. WILICK: Thank you for --  
3 MS. GOLDSMITH: Report and --  
4 MR. WILICK: -- the time, Your Honor.  
5 MS. GOLDSMITH: -- recommendations.  
6 MR. MUSHKIN: Two Reports and Recommendations --  
7 THE COURT: (Indiscernible.)  
8 MR. MUSHKIN: -- (indiscernible) will submit it up.  
9 Thank you, Your Honor.  
10 THE COURT: (Indiscernible.)  
11 MS. GOLDSMITH: Thank you, Your Honor.

12 (COUNSEL CONFER.)

13

14 (THE PROCEEDING ENDED AT 10:57:54.)

15

16 \* \* \* \* \*

17 ATTEST: I do hereby certify that I have truly and  
18 correctly transcribed the digital proceedings in the above-  
entitled case to the best of my ability.

19


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22

23

24

  
SHELLY AJOUB,  
Transcriber II

# EXHIBIT B

# EXHIBIT B



PO Box 770001  
Cincinnati, OH 45277-0031



September 9, 2015

Lorien K. Cole, Esq.  
Willick Law Group  
3591 East Bonanza Road, Suite 200  
Las Vegas, NV 89110-2101

Re: Thu-Le Doan v. Doan L. Phung  
Index No: D-11-455322-D  
Fidelity File No. W775066-17AUG15

Dear Attorney Cole:

I am writing to confirm receipt of the Decree of Divorce dated April 6, 2012 Marital Settlement Agreement dated February 22, 2012, and court order dated September 4, 2015 in connection with the above-referenced matter.

Accordingly, we have restricted all accounts listed on the Settlement Agreement, including accounts registered in the name of Vietnamese American Scholarship Fund, and Fund for Encouragement of Self Reliance with Doan L. Phung and Thu-Le Doan as Trustees. The restriction will prevent any money being withdrawn. The restricted accounts include account XXX-XX4816. The restriction will remain pending a *currently (within the last 60 days) and originally certified (with raised or colored seal) Court Order*, or other process issued by a court of competent jurisdiction ordering the release of the accounts.

Fidelity is unable to maintain the integrity of an account restriction while simultaneously processing customer transactions for less than \$5,000. Therefore, any distribution requests for under \$5,000 will need to be submitted to us in writing, and any requests in excess of \$5,000 will also need to be in writing and the instructions will need to be signature guaranteed by both parties.

Please send all future correspondence to Fidelity Investments, Attention: Risk Operations, P.O. Box 770001, Cincinnati, OH 45277-0031. Overnight or certified mail can be sent to Fidelity Investments, Attention: Risk Operations, 100 Crosby Pkwy, KC1D, Covington, KY 41015-0031.

Sincerely,



John Spurway  
Fidelity Investments

Clearing, custody or other brokerage services provided by National Financial Services LLC or Fidelity Brokerage Services LLC, Member NYSE, SIPC

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Probate -  
Trust/Conservatorships**

**COURT MINUTES**

**January 20, 2017**

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

---

**January 20, 2017      9:30 AM      Petition - HM**

**HEARD BY:**    Yamashita, Wesley      **COURTROOM:**    RJC Courtroom 14C

**COURT CLERK:**    Sharon Chun; Brynn Griffiths

**PARTIES:**

Doan Phung, Respondent, present	Michael Mushkin and L. Joe Coppedge, Attorneys, present
Fund for the Encouragement of Self Reliance, Trust, not present	
Thu Le Doan, Petitioner, not present	Dara Goldsmith and Peter Co, Attorneys, present

<b>JOURNAL ENTRIES</b>
------------------------

- Petition for Declaratory Judgment

COMMISSIONER ADVISED that he will address the petitions for Case No. P089637 and P089638 at the same time.

COMMISSIONER NOTED a Report and Recommendation of the October hearing is now set for hearing before Judge Sturman on 2/2/17. Following arguments by Ms. Goldsmith and Mr. Mushkin, COMMISSIONER STATED he made his recommendation and does not think he should make a substantial ruling that would impact the Judge's decision and he wants to first see how the Judge rules.

COMMISSIONER RECOMMENDED, Petitions for Declaratory Judgment in Case No. P089637 and P089638, OFF CALENDAR; counsel may renotece.

PRINT DATE:	01/23/2017	Page 1 of 2	Minutes Date:	January 20, 2017
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**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**AA 001076**

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

February 01, 2017 9:30 AM Motion  
Murphy, Melissa  
Sturman, Gloria  
Esparza, Kerry  
RJC Courtroom 10D

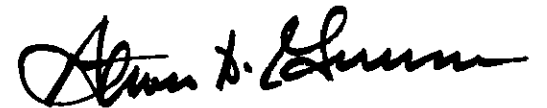
PRINT DATE:	01/23/2017	Page 2 of 2	Minutes Date:	January 20, 2017
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**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**AA 001077**

1 CODE: RPLY  
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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01/24/2017 04:46:53 PM



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

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

REPLY TO RESPONDENT, DOAN L. PHUNG'S OBJECTION TO PROBATE  
COMMISSIONER'S REPORT AND RECOMMENDATION  
AND REQUEST FOR JUDICIAL REVIEW

DATE: February 1, 2017  
TIME: 9:30 a.m.

COMES NOW, Thu-Le Doan ("Petitioner" or "Thu-Le"), by and through counsel, Dara J. Goldsmith, Esq. and Peter Co. Esq., of the law firm of Goldsmith & Guymon, P.C., and respectfully submits her Reply to Respondent, Doan L. Phung's Objection to Probate Commissioner's Report and Recommendation and Request for Judicial Review ("Reply"). Said Reply is made and based on the following Points and Authorities and Oral Arguments at the hearing thereon.

...

...

1 DATED this 24<sup>th</sup> day of January, 2017.

2  
3 GOLDSMITH & GUYMON, P.C.

4 

5 Dara J. Goldsmith, Esq.  
6 Nevada Bar No. 4270  
7 Peter Co, Esq.  
8 Nevada Bar No. 11938  
9 2055 Village Center Circle  
10 Las Vegas, NV 89134  
11 (702) 873-9500  
12 Attorneys for Thu-Le Doan

13 I.

14 **POINTS AND AUTHORITIES**

15 Thu-Le briefly responds to those statements set forth in Doan L.  
16 Phung's ("Respondent" or "Phung") Objection to Probate Commissioner's  
17 Report and Recommendation and Request for Judicial Review ("Objection") as  
18 follows:

- 19 1. Phung's Objection erroneously states that the Report and  
20 Recommendation Granting Petition to Assume Jurisdiction of Trust,  
21 Confirming Co-Trustees and to Modify Trust (the "Report and  
22 Recommendation") should be rejected because the Probate Commissioner  
23 failed to follow court rule EDCR 4.17(a) when in fact there were no  
24 disputed issues of material fact that the Probate Commissioner relied  
25 on in making his findings in the Report and Recommendation. Thus,  
26 EDCR 4.17(a) is inapplicable and it was proper for the Probate  
27 Commissioner to not set an evidentiary hearing and discovery  
28 schedule.
2. The Probate Commissioner's findings are supported by the very simple  
evidence that Thu-Le and Phung are unable to work together as Co-  
Trustees, thus the administration of Fund for the Encouragement of  
Self Reliance ("FESR") is at a loggerhead and the Co-Trustees cannot

1 function together to accomplish the goals of FESR.

2 3. The evidence relied upon by the Probate Commissioner could not be any

3 more elementary, thus it was proper for the Probate Commissioner to

4 not set an evidentiary hearing and a discovery schedule. If the

5 Probate Commissioner had set an evidentiary hearing and a discovery

6 schedule, it would simply be a rehash of the parties contentious and

7 litigious divorce proceeding which would not be proper before this

8 Court. Phung's Objection which is loaded with the parties divorce

9 issues which were resolved by the Divorce Court simply proves that

10 Phung and Thu-Le are unable to work together as Co-Trustees.

11 4. It appears Phung is unhappy with the outcome of his divorce case and

12 attempts to retry such issues before this Court, which is not proper.

13 5. Although Thu-Le informed the Court of Phung's improper political

14 donations and that Thu-Le was questioned by the Vietnamese secret

15 police in regards to such donations, the Probate Commissioner did not

16 rely on these statements in his findings for the Report and

17 Recommendation, he simply relied on the fact that the Thu-Le and

18 Phung could not work together in granting Thu-Le's request to decant

19 FESR's assets.

20 6. Once the Report and Recommendation was entered on December 19, 2016,

21 Phung had filed a Petition for Declaratory Judgment to remove Thu-Le

22 as Co-Trustee of FESR and even set a hearing for said petition prior

23 to the hearing for Phung's own Objection to the Report and

24 Recommendation, it is clear in the Court record that Thu-Le and Phung

25 are unable to work together and the Probate Commissioner's findings

26 were proper.

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LEGAL ARGUMENT

A. This court should affirm the Probate Commissioner's Report and Recommendation because the Report and Recommendation is supported by substantial evidence and is not clearly erroneous.

In ruling upon a report and recommendation, the district court should "accept the...findings of fact unless clearly erroneous." Nev. R. Civ. Pro. 53(e)(2). "[F]indings of fact and conclusions of law, supported by substantial evidence, will not be set aside unless clearly erroneous." *Edwards Industries, Inc. v. DTE/BTE, Inc.*, 112 Nev. 1025, 1031 (1996); see also *In re Estate of Prestie*, 122 Nev. 807, 813 n.17 (2006); *Goodrich & Pennington Mortg. Fund, Inc. v. J.R. Woolard, Inc.*, 120 Nev. 777, 782 n.6 (2004); *Locklin v. Duka*, 112 Nev. 1489, 1497 (1996) ("a district court's findings of fact will not be set aside unless clearly erroneous"); *Trident Const. Corp. v. West Elec., Inc.*, 105 Nev. 423, 426 (1989). The court should adopt a Report unless "[t]he findings are based upon material errors in the proceedings or a mistake in law; or are unsupported by any substantial evidence; or are against the clear weight of the evidence." *Russell v. Thompson*, 96 Nev. 830, 834 n.2 (1980).

As stated above, the Probate Commissioner's findings were supported by the simple and substantial evidence that Thu-Le and Phung are unable to work together as Co-Trustees for FESR, unless that finding is clearly erroneous this Court should accept the Probate Commissioner's findings.

Phung also alleges that the Probate Commissioner failed to follow the applicable statutory authority in decanting the Trust funds. Phung correctly cites to NRS 163.556, but misinterprets the statute by stating that the Co-Trustees do not have unlimited discretion or authority to distribute trust income or principal. NRS 163.556 states that "a trustee with discretion or authority to distribute trust income or principal to or for a beneficiary of the trust may exercise such discretion or authority

1 by appointing the property subject to such discretion or authority in favor  
2 of a second trust as provided in this section." The word "unlimited" does  
3 not appear anywhere in the statute, thus NRS 163.556 does not require that  
4 a trustee to have unlimited discretion, but that a trustee has discretion  
5 to distribute trust income or principal to be able to decant trust assets.  
6 As long as the Co-Trustees have discretion to distribute trust income or  
7 principle, which they do, the Probate Commissioner had correctly applied  
8 NRS 163.556 in granting the decanting of FESR's assets, thus there is no  
9 mistake in law.

10 **CONCLUSION**

11 This Court should adopt the Report and Recommendation Granting  
12 Petition to Assume Jurisdiction of Trust, Confirm Co-Trustees and to Modify  
13 Trust entered on December 19, 2016, as the Probate Commissioner's findings  
14 were supported by substantial evidence and was not clearly erroneous and  
15 there was no mistake in law.

16 DATED this 24<sup>th</sup> day of January, 2017.

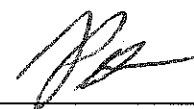
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**GOLDSMITH & GUYMON, P.C.**

19

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Dara J. Goldsmith, Esq.

22

Nevada Bar No. 4270

23

Peter Co, Esq.

24

Nevada Bar No. 11938

25

2055 Village Center Circle

26

Las Vegas, NV 89134

27

(702) 873-9500

28

Attorneys for Thu-Le Doan

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...

...



1 Submitted by:

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

3



4 Dara J. Goldsmith, Esq.

Nevada Bar No. 4270

5 Peter Co, Esq.

Nevada Bar No. 11938

6 2055 Village Center Circle

Las Vegas, NV 89134

7 (702) 873-9500

8 Attorneys for Thu-Le Doan

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