

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Feb 07 2022 06:57 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

CHARLES LAM, INDIVIDUALLY AND
DERIVATIVELY ON BEHALF OF TRAN
ENTERPRISES, LLC, A NEVADA
LIMITED LIABILITY COMPANY, AND
AS TRUSTEE OF THE NT REVOCABLE
LIVING TRUST DATED THE 15TH OF
OCTOBER 2009,

Appellant(s),

vs.

P. STERLING KERR, INDIVIDUALLY
AND AS TRUSTEE OF THE NT LEGACY
TRUST, DATED THE 15TH DAY OF
OCTOBER 2009; NHU TRAN
FOUNDATION, INC., A NEVADA NON-
PROFIT CORPORATION; AND COURT
APPOINTED RECEIVER, ROBERT
ANSARA OF DUNHAM TRUST
COMPANY,

Respondent(s),

Case No: P-17-093391-T
Consolidated with A-17-760853-B
Docket No: 83730

RECORD ON APPEAL

VOLUME

2

ATTORNEY FOR APPELLANT
CHARLES LAM, PROPER PERSON
P.O. BOX 27738
LAS VEGAS, NV 89126

ATTORNEY FOR RESPONDENT
MARK ALAN SOLOMON, ESQ.
9060 W. CHEYENNE AVE.
LAS VEGAS, NV 89129

I N D E X

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I N D E X

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Escrow No. 00067733 - 118 - DS
Grant, Bargain, Sale Deed....Continued

EXHIBIT A

Parcel I:

The Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 35, Township 22 South, Range 60 East, M.D.M., Clark County, Nevada.

Parcel II:

The Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 36, Township 22 South, Range 60 East, M.D.M., Clark County, Nevada.

Parcel III:

The Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 35, Township 22 South, Range 60 East, M.D.M., Clark County, Nevada.

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s) ☐

- a) 176-35-501-034
b) 176-36-201-001
c) 176-35-501-035
d) _____

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument # _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property: \$1,475,000.00
Deed in Lieu of Foreclosure Only (value of property): (0.00)
Transfer Tax Value: \$1,475,000.00
Real Property Transfer Tax Due: \$7,522.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 00%

The undersigned Seller/(Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name Tran Enterprises, LLC, a Nevada
limited liability company,
Address: c/o 2450 St. Rose Pkwy #120
City, St., Zip: Henderson, NV 89074

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Edward Homes, Inc., a Nevada
corporation
Address: c/o 197 California Ave #300
City, St., Zip: Las Vegas, NV 89104

COMPANY REQUESTING RECORDING

Print Name: Fidelity National Title Agency of Nevada, Inc.
Address: 2450 St. Rose Parkway, Suite 150
City/State/Zip: Henderson, NV 89074

Escrow #: 00067733-118

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Inst #: 20170831-0002559

Fees: \$19.00 N/C Fee: \$0.00

RPTT: \$1275.00 Ex: #

08/31/2017 10:58:10 AM

Receipt #: 3181259

Requestor:

FIDELITY NATIONAL TITLE - L

Recorded By: ECM Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 176-35-501-033

Affix R.P.T.T. \$1,275.00

RECORDING REQUESTED BY:

FIDELITY NATIONAL TITLE

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

EDWARD HOMES, INC. A NEVADA
CORPORATION

197 CALIFORNIA STREET #300
LAS VEGAS, NV 89104

ESCROW NO: 00067732-118-DS

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Tran Enterprises, LLC, a Nevada limited liability company, Series G

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby
Grant, Bargain Sell and convey to

Edward Homes, Inc. a Nevada corporation

all that real property situated in the County of Clark, State of Nevada, bounded and described as
follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to: 1. Taxes for the current fiscal year, paid current.
 2. Conditions, covenants, restrictions, reservations, rights, rights of way and
 easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging
or in anywise appertaining.

Witness my/our hand(s) this 29th day of August, 2017.

Tran Enterprises, LLC, a Nevada limited liability company

By: Preston Kerr, Manager

Preston Kerr, Manager

STATE OF NEVADA
COUNTY OF CLARK

} ss:

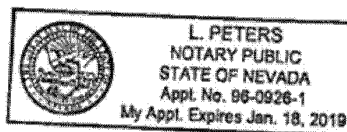
On this 8/29/17
appeared before me, a Notary Public,
Preston Kerr, Manager of Tran

Enterprises LLC

personally known or proven to me to
be the person(s) whose name(s) is/are
subscribed to the above instrument,
who acknowledged that he/she/they
executed the instrument for the
purposes therein contained.

L. Peters
Notary Public

My commission expires: 1/18/19



NOTARY JURAT FOR GRANT, BARGAIN, SALE DEED
FOR ESCROW NO.: 00067732-118DS

Escrow No. 00067732 - 118 - DS
Grant, Bargain, Sale Deed....Continued

EXHIBIT A

The Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 35, Township 22 South, Range 60 East, M.D.M., Clark County, Nevada.

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s) ☐

- a) 176-35-501-033
b) _____
c) _____
d) _____

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument # _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property: \$250,000.00
Deed in Lieu of Foreclosure Only (value of property): (0.00)
Transfer Tax Value: \$250,000.00
Real Property Transfer Tax Due: \$1,275.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned Seller/(Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name Tran Enterprises, LLC, a Nevada
limited liability company, Series
G

Address: c/o 2450 St. Rose Pkwy #120
City, St., Zip: Henderson, NV 89074

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Edward Homes, Inc. a Nevada
corporation

Address: c/o 197 California Street #300
City, St., Zip: Las Vegas, NV 89104

COMPANY REQUESTING RECORDING

Print Name: Fidelity National Title Agency of Nevada, Inc.
Address: 2450 St. Rose Parkway, Suite 150
City/State/Zip: Henderson, NV 89074

Escrow #: 00067732-118

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Inst #: 20170831-0002561

Fee: \$19.00 N/C Fee: \$0.00

RPTT: \$15045.00 Ex: #

08/31/2017 10:58:10 AM

Receipt #: 3181259

Requestor:

FIDELITY NATIONAL TITLE - L

Recorded By: ECM Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 176-35-501-033 176-35-501-035 176-35-
501-034 176-36-201-001

Affix R.P.T.T. \$15,045.00

RECORDING REQUESTED BY:

FIDELITY NATIONAL TITLE

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

PARDEE HOMES OF NEVADA, A NEVADA
CORPORATION

4675 W TECO AVE

SUITE 115

LAS VEGAS, NV 89118

ESCROW NO: 42040361-420-MS6

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Edward Homes, Inc. a Nevada corporation

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby
acknowledged, do hereby Grant, Bargain, Sell and Convey to

Pardee Homes of Nevada, a Nevada corporation

all that real property situated in the County of Clark, State of Nevada, bounded and described as
follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to: 1. Taxes for the current fiscal year, paid current.
 2. Conditions, covenants, restrictions, reservations, rights, rights of way and
 easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging
or in anywise appertaining.

Witness my/our hand(s) this 29 day of August, 2017.

Edward Homes, Inc. a Nevada corporation

Brock Metzka
Brock Metzka, President

STATE OF NEVADA
COUNTY OF Clark

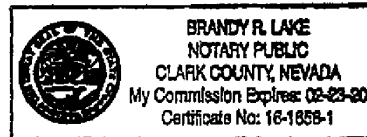
} ss:

On this August 29, 2017
appeared before me, a Notary Public,
Brock Metzka

✱ ✱ ✱ ✱ ✱
personally known or proven to me to
be the person(s) whose name(s) is/are
subscribed to the above instrument,
who acknowledged that he/she/they
executed the instrument for the
purposes therein contained.

Brandy R. Lake
Notary Public

My commission expires: 2/23/20



Brandy R. Lake
Exp. 2/23/20
Cert # 16-1658-1

NOTARY JURAT FOR GRANT, BARGAIN, SALE DEED
FOR ESCROW NO.: 42040361-420MS6

Escrow No. 42040361 - 420 - MS6
Grant, Bargain, Sale Deed....Continued

EXHIBIT A

PARCEL 1: (APN: 176-36-201-001)

The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 36, Township 22 South, Range 60 East, M.D.M., Clark County, Nevada Records.

PARCEL 2: (APN: 176-35-501-033)

The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 35, Township 22 South, Range 60 East, M.D.M., Clark County, Nevada Records.

PARCEL 3: (APN: 176-35-501-034)

The Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 35, Township 22 South, Range 60 East, M.D.M., Clark County, Nevada Records.

PARCEL 4: (APN: 176-35-501-035)

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 35, Township 22 South, Range 60 East, M.D.M., Clark County, Nevada Records.

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s) ☐
a) 176-35-501-033 176-35-501-033
b) 176-35-501-034 176-35-501-035
c) 176-35-501-035 176-35-501-034
d) 176-36-201-001 176-36-201-001

2. Type of Property:
a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument # _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property: \$2,950,000.00
Deed in Lieu of Foreclosure Only (value of property): (0.00)
Transfer Tax Value: \$2,950,000.00
Real Property Transfer Tax Due: \$15,045.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned Seller/(Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature]

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name Edward Homes, Inc. a Nevada
corporation
Address: 191 California St 300
City, St., Zip: LAS VEGAS, NV 89104

Print Name: Pardee Homes of Nevada, a
Nevada corporation
Address: 4675 W Teco Ave
City, St., Zip: Las Vegas, NV 89118

COMPANY REQUESTING RECORDING

Print Name: Fidelity National Title Group
Address: 8363 W Sunset Road, Suite 100
City/State/Zip: Las Vegas, NV 89113

Escrow #: 42040361-420

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT “E”

EXHIBIT “E”



1 **NOE**
2 J. MICHAEL OAKES, ESQ.
3 Nevada Bar No. 1999
4 FOLEY & OAKES, PC
5 626 So. 8th Street
6 Las Vegas, Nevada 89101
7 (702) 384-2070 - office
8 (702) 384-2128 - facsimile
9 mike@foleyoakes.com
10 *Attorneys for Plaintiffs*

11
12 DISTRICT COURT
13 ***
14 CLARK COUNTY, NEVADA

15 CHARLES LAM, individually and derivatively) Case No. A-17-760853-B
16 on behalf of TRAN ENTERPRISES, LLC, a) Dept. No. XIII
17 Nevada limited liability company, and as)
18 Trustee of the NT REVOCABLE LIVING)
19 TRUST, dated the 15th day of October, 2009)
20)
21 *Plaintiffs,*)
22)
23 vs.)
24)
25 P. STERLING KERR, individually and as)
26 Trustee of the NT LEGACY TRUST, dated the)
27 15th day of October, 2009; Mary V. Kaufman, as)
28 Trustee of the NT Legacy Trust, dated the 15th)
day of October, 2009; and DOES I through V)
individuals; and ROE VI through X)
Corporations and Partnerships,)
Defendants.

29
30 **NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR TEMPORARY**
31 **RESTRAINING ORDER AND SETTING HEARING ON MOTION FOR**
32 **PRELIMINARY INJUNCTION**

33 TO: All Parties and their counsel:

34
35 **YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE** that an Order was
36 entered with the above-entitled Court on September 6, 2017.

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**FOLEY
&
OAKES**

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A copy of said Order is attached hereto.

DATED this 6th day of September, 2017.

FOLEY & OAKES, PC

/s/ J. Michael Oakes
J. Michael Oakes, Esq.
Nevada Bar No. 1999
626 So. 8th Street
Las Vegas, NV 89101
(702) 384-2070
Attorneys for Plaintiffs

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CERTIFICATE OF SERVICE

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I hereby certify that I am an employee of Foley & Oakes, PC, and that on the 6th day of September, 2017, I served the following document(s):

**NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR TEMPORARY
RESTRAINING ORDER AND SETTING HEARING ON MOTION FOR
PRELIMINARY INJUNCTION**

I served the above-named document(s) by the following means to the person s as listed below:

☐ **By United States Mail**, postage fully prepaid to person(s) and addresses as follows:

☒ **By Direct Email** (as opposed to through the ECF system (list persons and email addresses). Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Lars Evensen, Esq.
LKEvensen@hollandhart.com

☐ **By Facsimile Transmission** to person(s) and addresses as follows: I faxed the document(s) to the persons at the fax numbers listed herein. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

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

/s/ Elizabeth Lee Gould
An employee of FOLEY & OAKES, PC

EXHIBIT “1”

EXHIBIT “1”



1 **ORDR**

2 J. MICHAEL OAKES, ESQ.
3 Nevada Bar No. 1999
4 FOLEY & OAKES, PC
5 626 So. 8th Street
6 Las Vegas, Nevada 89101
7 (702) 384-2070 - office
8 (702) 384-2128 - facsimile
9 mike@foleyoakes.com
10 Attorneys for Plaintiffs

7 DISTRICT COURT

8 ***

9 CLARK COUNTY, NEVADA

Case No. A-17-760853-B
Dept. No. XIII

10 CHARLES LAM, individually and derivatively)
11 on behalf of TRAN ENTERPRISES, LLC, a)
12 Nevada limited liability company, and as)
13 Trustee of the NT REVOCABLE LIVING)
14 TRUST, dated the 15th day of October, 2009)

15 *Plaintiffs,*

16 vs.

17 P. STERLING KERR, individually and as)
18 Trustee of the NT LEGACY TRUST, dated the)
19 15th day of October, 2009; Mary V. Kaufman, as)
20 Trustee of the NT Legacy Trust, dated the 15th)
21 day of October, 2009; and DOES I through V)
22 individuals; and ROE VI through X)
23 Corporations and Partnerships,)

24 *Defendants.*

25 **ORDER GRANTING MOTION FOR TEMPORARY RESTRAINING ORDER AND**
26 **SETTING HEARING ON MOTION FOR PRELIMINARY INJUNCTION**

27 Plaintiffs having brought their Motion for Temporary Restraining Order and Preliminary
28 Injunction (hereinafter the "Motion") before the above-entitled Court, this Court, having
considered the pleadings on file herein, finds as follows:

RECEIVED

SEP 01 2017

STRICT COURT DEPT# 13

FOLEY
&
OAKES

1 1. The Plaintiffs have sought to remove the Defendants Kerr and Kaufman as Trustees
2 of the NT Legacy Trust, an entity that claims to own Tran Enterprises as a result of the death of
3 Nhu Tran. Plaintiffs are also seeking to remove Defendant Kerr as manager of Tran Enterprises.

4 2. The letter from counsel for Kerr says that 13 properties are under contract for sale by
5 Tran Enterprises, to start closing on or about September 9, 2017.

6 3. At least 2 sales of real property belonging to Tran Enterprises have already occurred,
7 with evidence that there were double escrow same day sales by Tran's buyer to a second buyer
8 for more money.

9 4. The Plaintiffs have provided evidence to show that there is a legitimate dispute as to
10 the authority of Defendants Kerr and Kaufman to act in any capacity, based on the Revocation
11 signed on September 4, 2013 by Nhu Tran, the settlor of the trusts. Although the Court is not
12 expressing an opinion on the ultimate merits of the case, the ² ~~defendants~~ ^{Plaintiffs} have shown ^{that} ~~a~~
13 ~~that they may be able to demonstrate a~~ reasonable likelihood of success on the merits.

14 5. Land is unique. Injunctive relief is appropriate to prevent immediate and irreparable
15 harm caused by unauthorized sales of real property.

16 6. A balancing of the relative hardships weighs in favor of preventing the Defendants
17 from taking further actions on behalf of the Trust and the LLC. Preventing them from doing so
18 will preserve the status quo while the parties litigate their differences.

19 7. Pursuant to NRCP Rule 65(c): "No restraining order or preliminary injunction shall
20 issue except upon the giving of security by the applicant, in such sum as the court deems proper,
21 for the payment of such costs and damages as may be incurred or suffered by any party who is
22 found to have been wrongfully enjoined or restrained."

23 8. The bond should be minimal, and this Court finds that the amount of \$250,000 will
24 adequately serve the purposes of NRCP 65(c).

1 Good cause appearing therefore:

2 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that P. Sterling Kerr and
3 Mary V. Kaufman are restrained and enjoined from taking any further actions on behalf of the
4 NT Legacy Trust, and, also, that P. Sterling Kerr is restrained and enjoined from taking any
5 further actions on behalf of Tran Enterprises, LLC.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all Defendants, their
7 agents and servants, agents, and employees, and all those acting in concert with them, and each
8 of them, are subject to the foregoing injunction.
9

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs' Motion for
11 Preliminary Injunction shall be heard before this Court on September 21 2017
12 at 9:00 o'clock. (non-emergency)

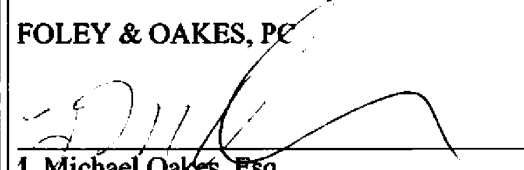
13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs shall post a
14 bond or cash in lieu of bond in the amount of \$250,000, for the payment of such costs and
15 damages as may be incurred or suffered by any party who is found to have been wrongfully
16 enjoined or restrained.

17 DATED this 6th day of September, 2017.

18
19
20
21 
DISTRICT COURT JUDGE

22 Respectfully submitted by:

23 FOLEY & OAKES, PC

24 
25 J. Michael Oakes, Esq.
26 626 So. 8th Street
27 Las Vegas, Nevada 89101
28 Attorneys for Plaintiffs

FOLEY
&
OAKES

EXHIBIT “F”

EXHIBIT “F”



1 **RPLY**

2 J. MICHAEL OAKES, ESQ.

3 Nevada Bar No. 1999

4 FOLEY & OAKES, PC

5 626 So. 8th Street

6 Las Vegas, Nevada 89101

7 (702) 384-2070 - office

8 (702) 384-2128 - facsimile

9 mike@foleyoakes.com

10 *Attorneys for Plaintiffs*

11 DISTRICT COURT

12 ***

13 CLARK COUNTY, NEVADA

14 CHARLES LAM, individually and derivatively)
15 on behalf of TRAN ENTERPRISES, LLC, a)
16 Nevada limited liability company, and as)
17 Trustee of the NT REVOCABLE LIVING)
18 TRUST, dated the 15th day of October, 2009)

19 *Plaintiffs,*

20 vs.

21 P. STERLING KERR, individually and as)
22 Trustee of the NT LEGACY TRUST, dated the)
23 15th day of October, 2009; Mary V. Kaufman, as)
24 Trustee of the NT Legacy Trust, dated the 15th)
25 day of October, 2009; and DOES I through V)
26 individuals; and ROE VI through X)
27 Corporations and Partnerships,)

28 *Defendants.*

Case No. A-17-760853-B

Dept. No. XIII

**REPLY TO DEFENDANTS'
OPPOSITION TO PLAINTIFF'S
MOTION FOR PRELIMINARY
INJUNCTION AND
PLAINTIFF'S MOTION FOR
REMOVAL OF KERR AND
KAUFMAN AS TRUSTEE AND
AS MANAGER**

Date: September 21, 2017

Time: 9:00 a.m.

29 Plaintiffs, CHARLES LAM, individually and derivatively on behalf of TRAN
30 ENTERPRISES, LLC, a Nevada limited liability company, and as Trustee of the NT
31 REVOCABLE TRUST, dated the 15th day of October, 2009, collectively herein referred to as
32 ("the Plaintiffs"), hereby submits his reply to Defendants' Opposition to Plaintiff's Motion for

**FOLEY
&
OAKES**

1 Preliminary Injunction and, also, his Motion for Removal of Kerr and Kaufman as Trustee and as
2 Manager.

3 This Reply is based upon the following Memorandum of Points and Authorities, the
4 Declaration and such argument as will be heard at the time of hearing this matter or any
5 subsequent proceeding.

6 DATED this 19th day of September, 2017.
7

8
9 Submitted by:

10 FOLEY & OAKES, PC

11 /s/ J. Michael Oakes
12 J. Michael Oakes, Esq.
13 Nevada Bar No. 1999
14 626 So. 8th Street
15 Las Vegas, NV 89101
16 (702) 384-2070
17 *Attorneys for Plaintiffs*
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MEMORANDUM OF POINTS AND AUTHORITIES

I.
INTRODUCTION

Every once in a while, a case comes along that shocks the conscience. This is one of those cases.

Now that Defendant Kerr has had an opportunity to explain himself, the taint associated with the transactions at issue herein, and the complete lack of any sort of due diligence, is shown to be much, much worse than was known before. He still has not disclosed the amount of compensation he paid himself, or whether he knew about the same day sale of the two sets of properties.

He should be removed as Trustee, and replaced with Charles Lam. Lam (i) is the trustee, as successor, of the Revocable Trust, (ii) served as manager of Tran Enterprises, LLC from its inception, (iii) was the named President of Nhu Tran Foundation, Inc., (iv) is the co-executor under the will, and (v) lived with the deceased for 40 years.

Removal of Kerr would likely render moot the motion for preliminary injunction, which is scheduled to be heard at the same time. The rationale for both remedies is essentially the same.

As additional grounds, Kerr should be removed due to his conflict of interest and his adverse position as a result of appointing himself – on August 29, 2017 - as the President, Treasurer, and Director in charge of Nhu Tran Foundation, Inc., the largest beneficiary of the NT Legacy Trust.

In support thereof, Plaintiffs present the following:

While refusing to provide copies of the NT Legacy Trust documents, the email from Kerr's counsel, Lars Evensen, to Charles Lam dated August 23, 2017 said that "The Trust will not share with you its appraisals of the several properties." The email also explained that "...you had been advised thirteen (13) of the properties listed are currently under contract with various parties. We

1 anticipate these contracts and resulting escrows are to start closing on or about September 9, 2017
2 and thereafter.” (See Exhibit 4 to the first Declaration of Charles Lam, filed on September 1). Both
3 of these statements turned out to be false and misleading.

4 First, Defendant Kerr was able to expedite one of the closings, so that it took place well
5 before the stated time of September 9, 2017. That transaction actually closed on August 31, 2017,
6 9 days earlier. That is the transaction whereby four (4) properties were sold by Tran Enterprises to
7 Edward Homes, Inc., for \$1,725,000, and then sold on the same day, pursuant to the next recorded
8 document, to Pardee Homes of Nevada for \$2,950,000, a difference of \$1,225,000. (See the deeds
9 and declarations of value attached to the supplement filed herein on September 5, 2017).

11 Second, Kerr has still not presented any appraisals (other than the after the fact appraisal
12 discussed below) so, contrary to the email from Mr. Evensen on August 23, 2017, there were no
13 appraisals for the properties that were sold.

14 There was no effort to market the property in a typical manner. None!

15 Any competent broker or agent knows how to contact major builders, such as Pardee,
16 Lewis, Richmond American, Lennar, D.R. Horton, Beazer, etc. Similarly, when those entities are
17 looking to buy properties, they have agents scouring the Multiple Listing Service for opportunities.
18 This is commons sense, and is no mystery even to laymen.

19 Kerr says he had to hurry and sell due to tax concerns, but if that was the case, he could
20 have hired an agent back in March of this year, when he arbitrarily and without grounds fired
21 Charles as manager of Tran Enterprises.

22 To rationalize the August 31 sale, Kerr has now provided an appraisal from Keith Harper
23 of Valuation Consultants, which is their Exhibit 31, valuing the property “as is” at \$1,865,000,
24 which is \$140,000 more than the sales price paid to Tran Enterprises and \$1,085,000 less than the
25 same day sale of the property by Tran Enterprises’ buyer. The date of the appraisal report is
26 September 13, 2017! The report explains in the cover letter that “I was able to visit the subject
27
28

1 sites on August 30, 2017, and was able to take pictures which are located herein.” The attempt to
2 rely upon this appraisal to justify the sale is, frankly, a joke. It would be funny if it was not so
3 serious, and if the actions of Kerr had not been so horribly costly.

4 The appraisal could not have been relied upon to enter into the transaction with Edward
5 Homes, Inc., because it did not exist until September 13, 2017, and the appraiser hadn’t even done
6 a site visit until August 30, 2017, one day before the sale.¹

7
8 The foregoing does not even take into account the first sale of property by Defendant Kerr,
9 in which the property was sold to the same buyer, Edwards Homes, Inc., for \$400,000 less than the
10 same day sale of that property to someone else. For that sale, they have not even tried to show the
11 existence of any appraisal, nor did they do anything to market the property, other than having a
12 conversation with some developer.

13 So, even if there had been no written revocation of Kerr’s authority to act on behalf of any
14 of these entities, his clear breaches of his fiduciary duties constitute grounds for his removal as
15 trustee.

16
17 A fiduciary duty carries with it the highest standards for diligence, utmost good faith, and
18 full disclosure. Instead of acting in accordance with those duties, Kerr engaged in conduct that was
19 either gross negligence or willful misconduct, and did so in secret.

20 Kerr then has the audacity to argue that the Plaintiff, as a 10% member and long-time
21 manager of Tran Enterprises, LLC, as trustee and beneficiary of the Revocable Trust, and as
22 beneficiary of the Legacy Trust, does not have standing. This “no one can touch me” attitude is
23 indicative of the mindset that got us to this point! Kerr thinks his acts and omissions are beyond
24 reproach. If he does not answer to Charles, then he does not answer to anyone, and he can sell the

25
26
27 ¹ The appraisal references four (4) comparable sales. Amazingly, the September 13, 2017
28 appraisal omits any reference to the most relevant comparable sale, which was the sale of the
subject property for \$2,950,000 on August 31, 2017!!

decedent's lifetime of accumulated assets to anyone he wants, including his friends, for any price he wants, while taking whatever compensation he desires. This is a complete disavowal of any notion of acting as a fiduciary, rendering him unfit.

It gets worse. On August 29, 2017, Kerr filed reinstatement documents for Nhu Tran Foundation, Inc., removing Charles as President, removing Yen Regan and Vien Woods as Directors, and appointing himself as President, Treasurer, and Director. This was done unilaterally, with no notice. Under the NT Legacy Trust, there are specific bequests of \$2,120,000. Then, the Foundation is the largest beneficiary. Thus, Kerr has now seized control of the most significant beneficiary of the Trust. The naming of himself, or an entity he controls, as beneficiary is a violation of 1.8(c) of the Rules of Professional Conduct, which states that “A lawyer shall not solicit any substantial gift from a client, including a testamentary gift, or prepare on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift unless the lawyer or other recipient of the gift is related to the client.”

Finally, there is no credible evidence to refute the validity of the signed and notarized Revocation of Power of Attorney and Assignment that was attached to the first Declaration of Charles Lam. Kerr relies on statements made by a lawyer in a bankruptcy, to the effect that Nhu Tran did not want to testify at a 341 meeting because she would have difficulty remembering events and would defer to Charles. This is miles short of proof of being incapacitated, and there is certainly no medical evidence to say that she was.

II. LEGAL ARGUMENT

A. KERR HAS BREACHED HIS FIDUCIARY DUTIES TO THE BENEFICIARIES, AND HIS DUTIES TO TRAN ENTERPRISES, LLC

The case of Charleson v Hardesty, 108 Nev. 878, 839 P.2d 1303 (1992), deals with the question of the duties owed by a trustee's attorney to beneficiaries of the trust. In it, however, the

1 Nevada Supreme Court also explained the nature of the duties owed by the trustee to the
2 beneficiaries, adopting the following language:

3 “[i]n all matters connected with [the] trust a trustee is bound to act
4 in the highest good faith toward all beneficiaries, **and may not**
5 **obtain any advantage over the latter by the slightest**
6 **misrepresentation, concealment, threat, or adverse pressure of**
7 **any kind.”**

8 As stated in Hoopes v. Hammargren, 102 Nev. 425, 725 P.2d 238 (1986), a fiduciary owes
9 a duty “of utmost good faith.”

10 Kerr’s very first communication was to tell Charles he was fired. He then threatened him
11 with suit. He misrepresented the date of upcoming sales and the non-existence of appraisals. He
12 obtained an after-the-fact appraisal. He still hasn’t accounted for the proceeds of the 2 sales, or
13 explained what compensation was paid to him or his group of “insiders.” He never explained his
14 relationship with the Developer he consulted. He never explained his relationship with Brock
15 Metzka of Edward Homes, Inc., or whether he knew of the double escrows. He withheld the trust
16 documents for NT Legacy Trust. He concealed the operative documents for Nhu Tran Foundation
17 and secretly filed an annual list, removing Charles as President and naming himself instead. He
18 concealed the fact that he was commencing the sale of the properties, and the sales were
19 discovered only upon learning of them from third parties. He failed to hire a broker to list the
20 properties through the Multiple Listing Service. Any one of these is a breach of fiduciary duty.

21 The conduct here complained of falls well short of any notion of fairness of good faith. It
22 also falls well short of any notion of reasonable prudence. Kerr has waged war on the
23 beneficiaries, for the benefit of himself.

24 **B. KERR HAD AND HAS A DISQUALIFYING CONFLICT OF INTEREST**

25 Kerr had a conflict of interest in his preparation of all of the operative documents, and he
26 continues to have a conflict of interest, using his claimed status as Trustee in waging his war on
27

1 Charles. His post-death interpretation of the documents he drafted is highly questionable, and in
2 every instance, has benefited him at the expense of Nhu Tran's heirs, primarily Charles.

3 The Nevada Rules of Professional Conduct ("NRPC") provide as follows:

4 **Rule 1.8. Conflict of Interest: Current Clients: Specific Rules.**

5 (c) A lawyer shall not solicit any substantial gift from a client,
6 including a testamentary gift, or prepare on behalf of a client
7 an instrument giving the lawyer or a person related to the
8 lawyer any substantial gift unless the lawyer or other recipient
9 of the gift is related to the client. For purposes of this paragraph,
related persons include a spouse, child, grandchild, parent,
grandparent or other relative or individual with whom the lawyer
or the client maintains a close, familial relationship.

10 This is not a discretionary rule. It is mandatory, using the words "shall not." Kerr has used
11 his position as Trustee to further his own economic interests, and according to his interpretation of
12 the documents, he is the largest beneficiary of the estate, through the Nhu Tran Foundation. This
13 is clear from looking at his latest act of self-help, just recently on August 29, 2017, concerning the
14 Nhu Tran Foundation, Inc.

15 As explained in the Declaration of Charles Lam, the Foundation was formed on November
16 30, 2009, and, thereafter, two annual lists were filed, the latest of which was on February 28, 2011.
17 That last list showed Charles Lam as President, and Kerr as Secretary and Resident Agent.
18 However, the entity lapsed due to failure to file an annual list, and the company charter was
19 revoked.

20 On August 30, 2017, Kerr reinstated the entity, and filed a new annual list, removing
21 Charles as President, removing Vien Woods and Ren Regan as Directors, and installing himself as
22 President, Treasurer, and Director. This was done without any notice to Charles.

23 This is important because, under the terms of the NT Legacy Trust, which Kerr drafted,
24 there are specific bequests to the heirs of \$2,120,000, and the next beneficiary in line is the
25 Foundation, which Kerr now claims to control. **Thus, we now know the reason for Kerr's war**

1 on the beneficiaries is his belief that “his” entity is the major beneficiary of the estate. This is
2 a clear violation of Rule 1.8 (c), and also explains why he is unfit for exercising any fiduciary
3 duties on behalf of the trust.

4 **C. KERR’S REMOVAL OF LAM AS MANAGER OF TRAN ENTERPRISES WAS**
5 **UNAUTHORIZED, AS WERE ALL OF HIS ACTIONS ON BEHALF OF TRAN**

6 In arguing that Lam was not a 10% owner of Tran Enterprises, Kerr relies on bankruptcy
7 pleadings which say that Nhu Tran, personally, was the sole owner of Tran Enterprises. This
8 completely defeats Kerr’s assertion that he had the right to fire Charles as manager.

9 Since Nhu Tran owned the membership interest personally, then it could only pass by her
10 will, and under her will, Charles and Kerr were co-executors. That will has never been probated,
11 and the assets – namely the membership interest in Tran Enterprises - could not have passed.

12 Since Kerr never became the person “controlling” Nhu Tran’s membership interest, Kerr
13 had no right to fire Charles as manager of Tran Enterprises.

14 Charles has provided a second Declaration, and in it he provides his copy of the will, which
15 shows him and Kerr as co-executors (See Exhibit 3). Furthermore, Charles has also provided his
16 copy of the operating agreement, which shows Nhu Tran as the initial sole member of Tran
17 Enterprises (See Exhibit 1), and the assignment of 10% to him, which again is signed by Nhu Tran,
18 making no mention of any trust being the assigning member (See Exhibit 2).

19 So, Kerr’s removal of Charles as manager was unauthorized, and all actions taken by Kerr
20 since then are also unauthorized.

21 **D. THE REVOCATION SHOULD BE GIVEN EFFECT**

22 Kerr was removed by the Revocation of Power of Attorney and Assignment, signed by Nhu
23 Tran and notarized on September 4, 2013. Charles has explained that his mother was unhappy with
24 Kerr at that time. There is no evidence anywhere that Nhu Tran suffered from Alzheimer’s,
25 dementia, or any other ailment that prevented her from understanding what she was doing.

1 The only contradictory evidence presented is the bald assertion of incapacity, based on a
2 lawyer's argument that Tran should not have to appear to testify at a 341 meeting because she
3 would defer to Charles. Those are not doctor statements, and they do not prove incapacity, even if
4 accepted on their face. It is entirely understandable that she would defer to Charles about Tran
5 Enterprises, because he had served as manager.

6 **E. CHARLES LAM HAS STANDING**

7 **(i) Charles is the Trustee of the Revocable Trust**

8 Pursuant to the Revocable Trust, Charles was named as the Successor Trustee, and now
9 that Nhu Tran has passed away, he is the Trustee. (Kerr had prepared the Trust to name himself as
10 co-successor trustee, but Nhu Tran scratched that out).

11 In Kerr's letter to Charles dated March 22, 2017, where he notified Charles that he had
12 fired him as manager of Tran Enterprises, LLC, he explained his position, in paragraph 2, stating
13 that "by the terms of the NT Revocable Trust, all Trust assets pour in the NT Legacy Trust." (See
14 the letter attached as Exhibit "1" to the initial Declaration of Charles Lam).

15 This was a massive assumption on Kerr's part, and is not warranted by the terms of the
16 Trust itself. The assets of the Trust do not magically "pour over" into the other Trust. Instead,
17 those assets were to be "distributed" by the Trustee, Charles Lam, and Charles had never made any
18 such distributions. This is no different from a situation where a will leaves an item of property,
19 such as a vehicle, to a beneficiary. The beneficiary does not "own" the vehicle until such time as it
20 is "distributed" by the Executor. That never happened here.

21 Also, the Trust provides for the Trustee, who is Charles, to pay the administrative expenses
22 of the last illness and funeral of the Trustor, and any other debt owed by Trustor. Only after that
23 was done, would the distributions under the next part of the Trust be called for. The specific
24 language of 5.1 and 5.2 of the Revocable Trust is as follows:

1 5.1 **Payment of Expenses.** Upon the death of the Trustor, the
2 Trustee may, in his sole discretion, pay from the income and/or
3 principal of this Trust, the administrative expenses of the last
4 illness and funeral of the Trustor, and any other debt owed by
5 Trustor. Following such payments, the principal and undistributed
6 income of the Trust shall be administered as set forth herein.

7 5.2 **Distribution of the Remaining Trust Estate.** The
8 remaining trust estate shall be distributed to the NT LEGACY
9 TRUST dated the 15th day of October, 2009, Co-Trustees. P.
10 STERLING KERR and MARY V. KAUFMAN.

11 So, Kerr's idea that the assets of the Revocable Trust had magically "poured over" into the
12 NT Legacy Trust was unwarranted by the document itself. Yet, that is the assumption he makes in
13 justifying his assertion that, because the Legacy Trust became the sole member, or at least a 90%
14 member, of Tran Enterprises, LLC, that this gave him the power to fire Charles and insert himself
15 as manager of the limited liability company.

16 If the membership interest in Tran Enterprises was owned by the Revocable Trust, rather
17 than Nhu Tran, personally, the Revocable Trust still owns it, because it was never "distributed" per
18 the Trust. As such, the Revocable Trust, of which Charles is the Trustee, has standing.

19 (ii) **Charles is a 10% Member of Tran Enterprises, LLC**

20 Referencing their exhibit "11", which are notes taken from an employee of Kerr's from a
21 December 2, 2009 meeting, Kerr has admitted that Charles was assigned a 10% interest in Tran
22 Enterprises. Specifically, on page 5, lines 9-12 of the Opposition, Kerr argues, based on exhibit
23 11, that "after Charles left the house, Ms. Tran decided to give the assignment of 10-percent
24 interest in Tran Enterprises to Charles."

25 A copy of the written assignment of that membership interest is attached to the Second
26 Declaration of Charles Lam as Exhibit "2". Although Kerr argues that Charles "never accepted"
27 the assignment, that argument does not make sense. The assignment is complete in and of itself,
28 and no space is on it for it to be "accepted." Once the assignment was made, Charles would have to
29 sign off in order to have given it back. That never happened.

1 **(iii) Charles is a Beneficiary of the NT Legacy Trust**

2 Under the terms of the NT Legacy Trust, the first priority distributions are made to certain
3 individuals. The first beneficiary named for those beneficiary bequests is Charles Lam, and the
4 terms of the Trust state that he is to get \$2,000,000. Other beneficiaries are also named, and the
5 total of the specific bequests is \$2,120,000.

6 The Trust then says that any amounts remaining after the specific bequests are paid off
7 would go to Nhu Tran Foundation, Inc., a Nevada non-profit corporation. That entity was formed
8 on November 30, 2009. It had been revoked after having failed to file its annual list for 2012, and
9 remained in revoked status for roughly 5½ years thereafter.

11 According to the last annual list, Charles Lam was President of that entity. However, on
12 August 29, 2017, Kerr paid the reinstatement fees, and filed a new annual list removing Charles,
13 and appointing himself as President, Treasurer, and Director. Charles was never notified of any
14 action to remove him.

15 Kerr reinstated that entity because, in his continuing battle against the beneficiaries, he
16 wants to avoid the last resort clause of the NT Legacy Trust, which says that “in the event that the
17 principal of the Trust administered under this Section 3.3 is not disposed of under the foregoing
18 provisions, the remainder, if any, shall be distributed, outright and free of Trust equally to the heirs
19 at law of the Settlor, other than creditors and Excluded Persons, their identities and shares to be
20 determined according to the laws of the State of Nevada then in effect relating to the intestate
21 succession of separate property.”

22 So, for purposes of standing, Charles is a beneficiary in 3 ways, i.e., pursuant to the
23 specific bequests to him personally, as a President of Nhu Tran Foundation, Inc. (despite the
24 unauthorized self-help removal of him by Kerr on August 29), and as a beneficiary pursuant to the
25 last resort clause.
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III.
CONCLUSION

The removal of Kerr is warranted due to the Revocation signed by Nhu Tran, the conflict of interest by naming himself (or the entity he thinks he unilaterally controls) as beneficiary in violation of Rule 1.8(c), his negligence or willful misconduct in failing to market the properties, his breaches of fiduciary duties in his role as Trustee, and his failure to follow the terms of the documents he created.

All of this could have been avoided by him if he had brought any of these matters before a Court. In that event, the heirs of the decedent would have known what he was up to, and could have responded. That Court scrutiny is precisely what he hoped to avoid.

A number of the issues raised by these motions will have to be decided at trial, but for now, the clear evidence shows that Kerr should no longer serve as Trustee.

As for replacing him, Charles Lam is the most likely candidate. He resided with the decedent for forty years, with no separate family of his own. He cared for her through the date of her death. He is the sole Successor Trustee of the Revocable Trust, and this appointment was specifically made by the decedent in scratching out Kerr's name from the document. Also, up through the date of death of Nhu Tran, Charles was the manager of Tran Enterprises, LLC, was the last named President of Nhu Tran Foundation, Inc., and was named as co-executor under the will.

Charles should be named as successor trustee of the NT Legacy Trust, and as manager of Tran Enterprises, LLC.

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///

No further sales should be made to anyone without Court approval, and Kerr should immediately turn over all funds and provide an accounting.

DATED this 19th day of September, 2017.

FOLEY & OAKES, PC

/s/ J. Michael Oakes
J. Michael Oakes, Esq.
Nevada Bar No. 1999
626 So. 8th Street
Las Vegas, NV 89101
(702) 384-2070
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I hereby certify that I am an employee
3 of Foley & Oakes, PC, and that on the 19th day of September, 2017, I served the following
4 document(s):

5 **REPLY TO DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION FOR**
6 **PRELIMINARY INJUNCTION AND MOTION FOR REMOVAL OF KERR AND**
7 **KAUFMAN AS TRUSTEE AND AS MANAGER**

8 I served the above-named document(s) by the following means to the person s as listed
9 below:

10 ☐ **By United States Mail**, postage fully prepaid to person(s) and addresses as follows:

11 ☒ **By Direct Email** (as opposed to through the ECF system (list persons and email
12 addresses). Based upon the written agreement of the parties to accept service by email or a court
13 order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did
14 not receive, within a reasonable time after the transmission, any electronic message or other
15 indication that the transmission was unsuccessful.

16 Lars Evensen, Esq.
17 LKEvensen@hollandhart.com

18 ☐ **By Facsimile Transmission** to person(s) and addresses as follows: I faxed the
19 document(s) to the persons at the fax numbers listed herein. No error was reported by the fax
20 machine that I used. A copy of the record of the fax transmission is attached.

21 I declare under the penalty of perjury that the foregoing is true and correct.

22 **/s/ Elizabeth Lee Gould**
23 An employee of FOLEY & OAKES, PC

EXHIBIT “G”

EXHIBIT “G”



1 **DECL**
2 J. MICHAEL OAKES, ESQ.
3 Nevada Bar No. 1999
4 FOLEY & OAKES, PC
5 626 So. 8th Street
6 Las Vegas, Nevada 89101
7 (702) 384-2070 - office
8 (702) 384-2128 - facsimile
9 mike@foleyoakes.com
10 *Attorneys for Plaintiffs*

11 DISTRICT COURT
12 ***
13 CLARK COUNTY, NEVADA

14 CHARLES LAM, individually and derivatively)
15 on behalf of TRAN ENTERPRISES, LLC, a)
16 Nevada limited liability company, and as)
17 Trustee of the NT REVOCABLE LIVING)
18 TRUST, dated the 15th day of October, 2009)

19 *Plaintiffs,*

20 vs.

21 P. STERLING KERR, individually and as)
22 Trustee of the NT LEGACY TRUST, dated the)
23 15th day of October, 2009; Mary V. Kaufman, as)
24 Trustee of the NT Legacy Trust, dated the 15th)
25 day of October, 2009; and DOES I through V)
26 individuals; and ROE VI through X)
27 Corporations and Partnerships,)

28 *Defendants.*

Case No. A-17-760853-B
Dept. No. XIII

**SECOND DECLARATION OF
CHARLES LAM IN SUPPORT
OF REPLY TO DEFENDANTS'
OPPOSITION TO PLAINTIFF'S
MOTION FOR PRELIMINARY
INJUNCTION AND
PLAINTIFF'S MOTION FOR
REMOVAL OF KERR AND
KAUFMAN AS TRUSTEE AND
AS MANAGER**

SECOND DECLARATION OF CHARLES LAM

1. I have personal knowledge of the facts and statements set forth herein.
2. Attached hereto as Exhibit "1" is a copy of the Operating Agreement for Tran Enterprises, LLC. It identifies my mother, Nhu Tran, as the sole member. Attached hereto as Exhibit "2" is a copy of the assignment of a 10% membership interest in Tran Enterprises, LLC to

**FOLEY
&
OAKES**

1 me. This document was prepared by Defendant Kerr. As shown by the assignment, the assigning
2 member was my mother. There is no mention of the membership interest being owned by any
3 trust.

4 3. Attached hereto as Exhibit "3" is the Last Will and Testament of Nhu Tran. It lists
5 the NT Revocable Trust as the beneficiary. If the membership interest of Tran Enterprises, LLC
6 was still in the name of Nhu Tran, it would have had to pass pursuant to the will.
7

8 4. Attached hereto as Exhibit "4" is a copy of the Revocable Trust. It appointed me as
9 Successor Trustee in Article 7.1, and my mother removed Kerr as a co-successor trustee by
10 scratching out his name and initialing it. She did this on the signature line as well. The Trust
11 provided for me to take over as trustee if my mother was incapacitated "as certified in writing by
12 two licensed physicians", but that never happened because she was not incapacitated during her
13 lifetime.

14 In Article 1.2, the trust identifies the beneficiaries as the sons of the decedent, Charles,
15 Tony, and Vince.
16

17 Article 5 is entitled Distribution of Income and Principal after Death of Trustor. Articles
18 5.1 and 5.2 then provide as follows:

19
20 5.1 Payment of Expenses. Upon the death of the Trustor, the
21 Trustee may, in his sole discretion, pay from the income and/or
22 principal of this Trust, the administrative expenses of the last
23 illness and funeral of the Trustor, and any other debt owed by
24 Trustor. Following such payments, the principal and undistributed
25 income of the Trust shall be administered as set forth herein.

26
27 5.2 Distribution of the Remaining Trust Estate. The
28 remaining trust estate shall be distributed to the NT LEGACY
TRUST dated the 15th day of October, 2009, Co-Trustees, P.
STERLING KERR and MARY V. KAUFMAN.

As Successor Trustee, I never distributed any trust funds to pay for "the administrative
expenses of the last illness and funeral of the Trustor, and any other debt owed by Trustor," and I

1 never distributed any other assets to the NT Legacy Trust. This was not done by the time when
2 Kerr wrote to me and told me had fired me.

3 5. Under the previous annual lists for Nhu Tran Foundation, Inc., I was the President.
4 This was so on the annual list filed on February 28, 2011, attached hereto as Exhibit "5". After that
5 list expired, the annual lists were not filed again, and the entity was allowed to lapse for over 5
6 years. This was the case until August 29, 2017, when Kerr filed for reinstatement of the entity,
7 removed me as President, and appointed himself as President, Director, and Treasurer. This was
8 done with no notice to me. I have not seen the internal documents for Nhu Tran Foundation, Inc.
9 Exhibit "5" also includes the printouts from the Secretary of State's office, showing the history of
10 the annual lists and amendments, and the results of the new list filed by Kerr.
11

12 6. I lived with my mother for 40 years. She was a first generation immigrant, so she
13 could not read and write the English language. Also, although she spoke some English, she was far
14 from fluent. However, she was never diagnosed with Alzheimer's or any other illness that would
15 render her mentally incapacitated, and she certainly was not incapacitated in March of 2013, when
16 she signed the Revocation of Kerr from any position as trustee or any other position.
17

18 7. Kerr has now brought up another sale of property, i.e., APN #'s 161-28-401-009
19 and 161-28-301-006, for \$1,875,000. In my opinion, the fair market value for these properties is
20 significantly higher than the proposed sales price of \$1,875,000. The taxable value through the
21 assessor's office is typically a great deal less than the actual fair market value, particularly in this
22 market. Yet, the taxable values for these properties as shown by the assessor's office are
23 \$1,598,000 and \$152,000, for a total of \$1,750,000. So, the proposed sales price is barely above
24 the taxable value, by about 7%.
25

26 8. For the two sales brought about by Kerr prior to the injunction, the sales price paid
27 to Tran Enterprises was below the assessed taxable value, while the sale to the next buyer was
28 significantly higher than the assessed value, i.e., by 43% and 34%, respectively.

1 Specifically, the taxable value for 2016-17 for the first set of four sold properties was
2 \$837,500 (APN #s 176-16-601-048, 176-16-601-049, 176-21-501-027, and 176-21-501-028).
3 These were sold by Tran Enterprises to Edward Homes, Inc. for \$800,000 and then sold by Edward
4 Homes, Inc., to Buffalo Wing, LLC for \$1,200,000. Thus, the actual third party sale was for
5 \$362,500 more than the taxable value per the assessor, meaning that the sales price was about 43%
6 higher than the taxable value.
7

8 The taxable value for 2016-17 for the second set of four sold properties was \$2,200,000
9 (APN #s 176-35-501-035, 176-35-501-034, 176-35-501-033, and 176-36-201-001). These were
10 sold by Tran Enterprises to Edward Homes, Inc., for \$1,725,000 and then sold by Edward Homes,
11 Inc to Pardee Homes for \$2,950,000. Thus, the actual third party sale was for \$750,000 more than
12 the taxable value per the assessor, meaning that the sales price was about 34% higher than the
13 taxable value.
14

15 I declare under penalty of perjury that the foregoing statements are true and correct.

16 DATED this 19th day of September, 2017

17 
18 _____
19 CHARLES LAM
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I hereby certify that I am an employee
3 of Foley & Oakes, PC, and that on the 19th day of September, 2017, I served the following
4 document(s):

5 **SECOND DECLARATION OF CHARLES LAM IN SUPPORT OF REPLY TO**
6 **DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION FOR PRELIMINARY**
7 **INJUNCTION AND PLAINTIFF'S MOTION FOR REMOVAL OF KERR AND**
8 **KAUFMAN AS TRUSTEE AND AS MANAGER**

9 I served the above-named document(s) by the following means to the person s as listed
10 below:

11 ☐ **By United States Mail**, postage fully prepaid to person(s) and addresses as follows:

12 ☒ **By Direct Email** (as opposed to through the ECF system (list persons and email
13 addresses). Based upon the written agreement of the parties to accept service by email or a court
14 order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did
not receive, within a reasonable time after the transmission, any electronic message or other
indication that the transmission was unsuccessful.

15 Lars Evensen, Esq.
16 LKEvensen@hollandhart.com

17 ☐ **By Facsimile Transmission** to person(s) and addresses as follows: I faxed the
18 document(s) to the persons at the fax numbers listed herein. No error was reported by the fax
machine that I used. A copy of the record of the fax transmission is attached.

19
20 I declare under the penalty of perjury that the foregoing is true and correct.

21
22 /s/ Elizabeth Lee Gould
An employee of FOLEY & OAKES, PC

EXHIBIT “1”

EXHIBIT “1”

OPERATING AGREEMENT

OF

TRAN ENTERPRISES, LLC

The undersigned, all of the initial members of TRAN ENTERPRISES, LLC, a Nevada limited liability company, hereinafter referred to as the "company", agree as follows:

ARTICLE 1 - OFFICES

Section 1.1. Principal Office. The principal office and place of business of the company shall be 1055 Whitney Ranch Drive, #110, Henderson, Nevada 89014.

Section 1.2 Registered Agent. The registered agent of the company shall be the LAW OFFICES OF P. STERLING KERR. The registered office shall be 1055 Whitney Ranch Drive, #110, Henderson, Nevada 89014.

ARTICLE 2 - MEMBERS

Section 2.1 Initial Members. The initial members of the company, their contributions to the company and their interests in the company are set forth below:

<u>MEMBER</u>	<u>INTEREST</u>
NHU THI TRAN	100%

Section 2.2 Admission of New Members. A person, or any other legal entity in accordance with the Nevada Limited Liability Company Act ("Act"), may be admitted as a new member only upon the written consent of all members.

Section 2.3 Substituted Members. The interest of each member may be transferred or assigned; however, except as expressly provided otherwise in the Act, the transferee of a member's interest shall have no right to become a member of the company unless all of the other members of the company (other than the member proposing to dispose of his, her or its interest), by their unanimous written consent, approve of the proposed transfer or assignment and agree to admit the transferee as a substituted member of the company. A substituted member shall have all the rights and powers, and shall be subject to all the restrictions and liabilities of the transferor. The substitution of the transferee shall not release the transferor from any liability to the company.

Section 2.4 Transferee Not Admitted. If the transferee of the member's interest is not admitted as a substituted member, the transferee shall have no right to participate in the management of the business and affairs of the company, and shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions to which the transferor would have been entitled if the transfer had not occurred.

Section 2.5 Annual Meeting. The annual meetings of the members for the election of managers and for the transaction of such other business as may properly come before the meetings shall be held on August 1 of each year. If the election of managers shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the managers shall cause the election to be held at a special meeting of the members as soon thereafter as may be convenient.

Section 2.6 Special Meetings. Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by any manager or by the holders of not less than one-half (1/2) of the interests of the company entitled to vote at the meetings.

Section 2.7 Place of Meeting. Meetings shall be held at any office of the company designated by the managers or at such other place designated by the managers, either within or outside the State of Nevada, as the place for such meeting.

Section 2.8 Notice of Meeting. Written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of any manager or the person calling the meeting to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed delivered as to any member when deposited in the United States mail, addressed to the member with postage prepaid. If requested by the manager or persons lawfully calling a special meeting, the managers shall give notice thereof, at company expense.

Section 2.9 Waiver of Notice. A waiver of notice of any meeting signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. By attending a meeting, a member:

(a) Waives objection to lack of notice or defective notice of such meeting unless the member, at the beginning of the meeting, objects to the holding of the meeting or the transaction of business at the meeting; and

(b) Waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the member objects to considering the matter when it is presented.

Section 2.10 Quorum. A majority of interest of the members entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of members. In the absence of a quorum at any such meeting, a majority in interest so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 2.11 Manner of Acting. If a quorum is present, the affirmative vote of the majority in interest represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater proportion or number or voting by classes is required by law, the Articles of Organization, this Operating Agreement, or amendments thereto. Cumulative voting for managers is not permitted.

Section 2.12 Proxies. At all meetings of members, a member may vote by proxy executed in writing by the member or by his or her duly authorized attorney in fact. Such proxy shall be filed with the managers before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 2.13 Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if each member entitled to vote with respect to the subject matter thereof has executed a written consent describing the action taken.

Section 2.14 Telephonic Meeting. Members of the company may participate in any meeting of the members by means of conference telephone or similar communication, if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 2.15 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the presiding manager shall order, or any member shall demand, that voting be by ballot.

Section 2.16 Information and Accounting. A member shall have the right to:

- (a) Inspect and copy company records required to be kept under Section 3.7 below;
- (b) Have a formal accounting of the company affairs whenever circumstances render it just and reasonable;
- (c) Obtain from the managers, from time to time, subject to reasonable demand for any purpose reasonably related to the member's interest as a member;
 - (i) True and full information regarding the state of business and financial

condition of the company and any other information regarding the affairs of the company; and

(ii) Promptly after becoming available a copy of the company's federal, state and local income tax returns for each year.

Section 2.17 Resignation. A member may resign at any time by written notice to the other members but such resignation shall not entitle the resigning member to receive the fair value of his or her member interest in the company. After resignation, the resigning member shall have only the rights of a transferee not admitted as a member.

ARTICLE 3 - MANAGEMENT

Section 3.1 Managers. Management of the company's business and affairs shall be vested in the managers, except as otherwise provided herein or as provided by law, or the Articles of Organization. There shall be two managers. Each must be at least eighteen (18) years of age but need not be a member of the company or a resident of the State of Nevada. The initial members named in the Articles of Organization shall hold office for a term of five (5) years or until their successors are elected at the next annual meeting of members following their term. Thereafter, managers shall be elected at each annual meeting of members and shall office until the next succeeding annual meeting of members or until their successors have been elected and qualified.

Section 3.2 Removal of Managers. At a meeting expressly called for that purpose, all managers or a lesser number may be removed, with or without cause, by a vote of a majority in interest of members then entitled to vote at an election of managers.

Section 3.3 Resignation of Manager. Any manager may resign at any time by giving written notice to the other manager or managers then holding office. Such resignation shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more managers then holding office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation(s) shall become effective.

Section 3.4 Vacancies. Any vacancy occurring in the group of managers may be filled by written agreement of a majority of the remaining managers. A manager chosen to fill a vacancy shall serve the unexpired term of his or her predecessor in office. Any manager's position to be filled by reason of an increase in the number of managers shall be filled by election at an annual meeting or at a special meeting of members called for that purpose. A manager chosen to fill a position resulting from an increase in the number of managers shall hold office until the next annual meeting of members and until his successor has been elected and qualified.

Section 3.5 Powers and Duties of Managers. Each manager is an agent of the company for the purpose of its business and the act of one manager shall bind the company. No debt shall be

contracted or liability incurred by, or on behalf of, the company, except by one or more of its managers. A manager shall perform his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the company and with such care as an ordinarily prudent person in like position would use under similar circumstances. A person who so performs his or her duties shall not have any liability by reason of being of having been a manager of the company.

Section 3.6 Management Services. For their services as managers in managing the initial and ongoing affairs of the company, the managers shall be paid a management fee out of the preferred capital for their initial five-year term as managers, commensurate to the reasonable value of the service rendered by them to the Company.

Section 3.7 Records. The managers shall keep, at the principal office of the company, which are subject to inspection and copying at the reasonable request and at the expense of any member during ordinary business hours:

(a) A current list of the full name and last known address of each member and manager, both past and present;

(b) A copy of the Articles of Organization, and all amendments thereof, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the company's federal, state and local income tax returns and reports for the three most recent years;

(d) Copies of any currently effective operating agreements, copies of any writings permitted or required under Section 7-80-502 of the Act (regarding members' obligations to contribute cash or property, or perform services) and copies of any financial statements of the company for the three most recent years;

(e) Minutes of every annual and special meeting of members and any meeting ordered by a court pursuant to Section 7-80-707 of the Act and any written consents obtained from members.

(f) Unless otherwise contained herein or in a writing permitted or required under Section 7-80-502 of the Act, a statement prepared and certified as accurate by a manager of the company which describes:

(i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each member and which each member has agreed to contribute in the future;

(ii) The terms at which or events on the happening of which any additional contributions agreed to be made by each member are to be made.

(iii) If agreed upon, the terms at which or events on the happening of which a member may terminate his membership in the company and the amount of, or method of determining, the distribution to which he or she may be entitled respecting his or her membership interest and the terms and conditions of the termination and distribution; and

(iv) Any right of a member to receive distributions which include a return of all of any part of a member's contribution.

ARTICLE 4 - FINANCE

Section 4.1 Liability of Members and Managers. Members and managers are not liable, in any manner, for a debt, obligations or liability of the company.

Section 4.2 Capital Contributions. The members have made the contributions set forth above in cash or property. The members have not agreed to make any additional contributions. No additional contributions shall be required unless all members agree in writing to make such additional contributions.

Section 4.3 Preferred Capital Contributions. One or more of the members have made contributions to the operating capital of the company, as set forth above in Section 2.1. These contributions shall be treated as preferred contributions of the contributing party and shall entitle the contributing party to preferred guaranteed payments from the profits of the company as hereinafter provided.

Section 4.4 Sharing of Profits and Losses. The profits and losses, together with all other income, gain, loss or deduction (or item thereof) shall be allocated as follows:

(a) The profits of the company shall be allocated among the members in proportion to their interests in the company.

(b) The losses of the company, if any, shall be allocated pro rata among the members in proportion to their positive capital accounts.

(c) The purchase price of the Participation Agreement shall be amortized among the members according to their capital contributions as set forth above in Section 2.1.

(d) Any federal, state or local tax credits shall be allocated to the members who were, or will be, charged with the expenses or deductions that generated the credit.

(e) In the event any member contributes real or personal property to the company, the member's distributive shares of income, gain, loss and deduction shall be determined so as to take account of the variation between the adjusted tax basis and the fair market value of such property as required by Treasury Regulations.

(f) In no event shall losses be allocated in a manner other than as allowed by applicable Treasury Regulations.

Section 4.5 Capital Accounts. A separate capital account shall be maintained for each member in accordance with Treasury Regulations.

Section 4.6 Distributions. After making reasonable reserves as determined by the managers, at least annually, all available funds shall be distributed to members as follows:

(a) To the extent that any members have made preferred capital contributions to the company, the distributions to the company members shall first be made to the preferred capital holders in an amount not to exceed the total amount of the preferred capital contributions on a pro rata basis to retire or redeem the preferred capital interests.

(b) Thereafter, in proportion to and to the extent of each member's ownership interest in the company.

Section 4.7 Monthly Obligations. The members of this limited liability company hereby agree that a substantial portion of the limited liability company's business shall be the purchase and maintenance of certain real property. The members hereto understand and agree that to the extent that the limited liability company cannot maintain loan payments or other real estate related expenses from its general account, then the Members shall contribute to the limited liability company on a 50/50 basis (excluding P. Sterling Kerr) the required loan payments or other real estate related expenses. These payments are to be made by the members (excluding P. Sterling Kerr) on or before the 10th day of each month during such time as the limited liability company is obligated. The Member who is late with a payment of his fifty percent (50%) share shall incur any late charges as his responsibility. In the event a member does not make his required payment, then that member shall after six (6), months without reimbursement, shall forfeit one-half (½) or fifty percent (50%) of his respective membership interest to the paying member at the conclusion of 12 months without reimbursement. The member shall forfeit the remaining fifty percent (50%) to the other paying member.

Section 4.8 Distribution Upon Dissolution. After dissolution and satisfaction of the company's liabilities, the assets of the company shall be distributed first to the holders of preferred capital interests to the extent that there are preferred capital interests which have not been retired and second to members in proportion to, and to the extent of, their capital accounts. In the event assets are to be distributed which exceed members' capital accounts, the excess shall be distributed to members in proportion to their interests in the company.

Section 4.9 Limitations on Distribution. A member may not receive a distribution from the company to the extent that, after giving effect to the distribution, all liabilities of the company, other than liabilities to members on account of their membership interests, would exceed the fair value of the company assets. Furthermore, if a member receives a return on any part of his contribution, the Act makes the member liable, under certain circumstances, to the company for such returned contribution.

Section 4.10 Business Transactions With the Company Any member or manager may lend money to, act as surety for, and transact business with the company and has the same rights and obligations with respect thereto as a person who is not a member or manager; except this Section shall not be construed to relieve a manager from any of his or her duties as specified above.

Section 4.11 Company Property. Real and personal property owed or purchased by the company shall be held and owned in the company name.

Section 4.12 Indemnification. The company shall indemnify to the extent allowed by the Act, against liability incurred in any proceeding an individual made a party to the proceeding because he or she is or was a manager.

Section 4.13 Fiscal Year. The fiscal year of the corporation shall be the calendar year.

ARTICLE 5 - DISSOLUTION

Section 5.1 Events Causing Dissolution. The company shall be dissolved upon the occurrence of any of the following events:

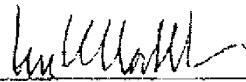
- (a) When the period fixed in the Articles of Organization for the duration of the company expires;
- (b) By the unanimous written agreement of the members; or
- (c) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or the occurrence of any other event which terminates the continued membership of a member in the company, unless there are at least two remaining members and the business of the company is continued by the written consent of all the remaining members within ninety (90) days after the termination.

Section 5.2 Effect of Dissolution. As soon as possible following the occurrence of any event causing the dissolution of the company, managers shall execute a statement of intent to dissolve and file it with the Nevada Secretary of State. The filing of the statement shall not affect the limited liability of members. Upon such filing, the company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until the articles of dissolution have been filed with the Nevada Secretary of State.

Any series under this Master limited liability company shall have the power to own, encumber, convey and otherwise manage real property owned in the series' name. In addition, each series limited liability company shall have all the rights, powers and duties given to any regular limited liability company set up under Nevada Revised Statutes Chapter 86.

This Operating Agreement is signed by each initial member effective on this 3rd day of October, 2009.

MEMBER:



NHU THI TRAN

EXHIBIT “2”

EXHIBIT “2”

ASSIGNMENT OF INTEREST

For valuable consideration, the receipt of which is acknowledged, the undersigned hereby assigns ten percent (10%) of her membership interest in TRAN ENTERPRISES, LLC, a Nevada Limited Liability Company, to CHARLIE LAM.

This Assignment of Interest is effective only upon presentation to CHARLIE LAM from my attorney, P. STERLING KERR, ESQ.

DATED this 2nd ^{December} day of ~~November~~, 2009.

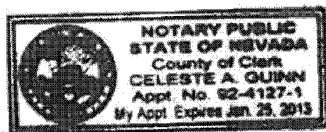
TRAN ENTERPRISES, LLC

By: 
NHU THI TRAN,

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On the 2nd ^{December} day of ~~November~~, 2009, personally appeared before me, a Notary Public in and for said county and state, NHU THI TRAN, know to me to be the person described above and who acknowledged to me that she executed the foregoing Assignment freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.




NOTARY PUBLIC

EXHIBIT “3”

EXHIBIT “3”

LAST WILL AND TESTAMENT

OF

NHU THI TRAN

I, NHU THI TRAN, domiciled in and a resident of Clark County, Nevada, declare this to be my Will, and I revoke all other Wills made by me.

I.

DEBTS, FUNERAL EXPENSES AND BURIAL INSTRUCTIONS. I direct that all debts which may be legally due and owing at the time of my death, excepting those properly secured and those under installment contracts not yet due and payable, and all expenses of my last illness and burial, and all costs and expenses in connection with the administration and distribution of my Estate, be paid before any distribution after my death.

II.

MY HEIRS. I am not married. I have three (3) now living children from a prior marriage; namely, CHARLIE LAM, VINCE LAM, and TONY LAM. They shall hereinafter be referred to as "my children."

III.

DISTRIBUTION OF ESTATE. I confirm that any Pay on Death Account, Totten Trust Account or Joint Tenancy Account shall, on my death, be paid to the beneficiary as named in that account.

All of the rest of my Estate wheresoever located, I give, devise and bequeath to the Trustee of the "NT REVOCABLE LIVING TRUST" executed earlier on the 18th day of October, 2009, to be held in Trust on the terms and conditions set forth therein.

If the above disposition is inoperative in whole or in part, whether because the trust has been revoked, or for any other reason, I leave my probate estate to the persons named, and in the


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LAW OFFICES OF P. STERLING KERR
Attorneys at Law

manner provided, in the "NT REVOCABLE LIVING TRUST" as it existed immediately prior to its revocation, or if it has not been revoked, as it existed immediately prior to my death.

IV.

PROVISION FOR OTHERS. Except as otherwise provided herein, I have intentionally and with full knowledge omitted to provide for my heirs, including any person or persons who may hereafter become my heir or heirs.

V.

NO CONTEST CLAUSE. If any beneficiary under this Will, in any manner, directly or indirectly, contests or attacks this Will or any of its provisions, any share or interest in my Estate given to that contesting beneficiary under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me.

VI.

APPOINTMENT OF EXECUTOR. I name P. STERLING KERR and CHARLIE LAM to serve as Co-Executors of my Will, to serve without bond or other security being required of them. If either of them should become deceased, unable, or unwilling to serve as a Co-Executor of my Will, then the survivor of them shall serve as the sole Executor of my Will. I wish all Executors hereunder to serve without bond or other security being required of them.

VII.

SPECIAL INSTRUCTIONS AND POWERS OF MY EXECUTOR . Except as otherwise specifically provided, my Executor shall have all powers now or hereafter conferred by applicable State law, and also all powers appropriate to the orderly and effective administration of the Estate. In addition, the Executor shall have the following powers and discretion, in each case to be exercisable without Court order:

- a. To sell (for cash or on credit), exchange, purchase and retain assets, to improve, alter, lease (even extending beyond the period of administration), partition and otherwise deal with and manage property, and to invest and reinvest in preferred or common stock, bonds, mortgages, investment company shares, money market and



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mutual (including index) funds, common trust funds maintained by the fiduciary, and any other property, real or personal, foreign or domestic.

- b. To receive additional property from any source, and to acquire or hold properties jointly or in undivided interests with other persons or entities, including beneficiaries of this Will and the Estates of and Trusts established by any of these beneficiaries; and properties may be purchased from, sold to or exchanged with, and funds may be borrowed from or loaned to, any such beneficiaries, Trusts and Estates on fair and equitable terms appropriate to the Executor's fiduciary responsibilities.
- c. To enter, continue or participate in the operation of any business or other enterprise, including as a sole proprietor, as a general or limited partner or as a shareholder, and to incorporate, liquidate, reorganize or otherwise change the form or terminate the operation of the business or enterprise, and to contribute capital or loan money to the business or enterprise.
- d. To acquire, exercise, grant or dispose of options, puts, calls, privileges or rights with respect to securities and other property including but not limited to rights to vote, grant proxies, subscribe, convert or assent to or participate in compromises, releases, renewals or extensions, modifications, reorganizations, recapitalization, consolidations, liquidations and the like, and to abandon or otherwise deal with any property or interests in any manner deemed to be in the best interests of the Estate.
- e. To borrow funds, guarantee or indemnify in the name of the Estate and to secure any such obligation by mortgage pledge or other encumbrance or security interest, including for a term extending beyond the period of administration, and to renew, extend or modify any such obligation; such obligations may be entered into without personal liability of the Executor and lenders shall have no duty to see to the application of the proceeds.
- f. Enter into a lease, pooling or other arrangement for exploration, conservation, development, and removal of minerals and other natural resources.
- g. To prosecute, defend, contest, or otherwise litigate legal actions or other proceedings for the protection or benefit of the Estate; to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy; and to insure the Estate against any risk, and the Executor against liability with respect to third persons.



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- h. To employ and compensate (from the Estate) accountants, lawyers, investment and tax advisors, agents and others to aid or assist in the management, administration and protection of the Estate.
- i. To hold property in the name of a nominee, or unregistered or without disclosure of fiduciary capacity, or in a manner that will allow title to pass by delivery or will otherwise facilitate proper administration.
- j. To account for and allocate receipts or expenditures to income or principal and to establish reserves out of income, all as provided by law, or in the fiduciary's reasonable discretion to the extent the law is unclear.
- k. To make divisions, allocations or distributions in cash or in kind, including in undivided interests, by prorate and nonprorate division, or in any combination of these ways (with no obligation to take account of the tax basis of the assets) in the discretion of the Executor.

VIII.

NOMINATION OF GUARDIAN. If at any time it becomes necessary to appoint a guardian of my person, I hereby nominate MARY V. KAUFMAN as such guardian. My guardian shall serve in such capacity without bond, or, if a bond be required, I request that such bond be set as low as possible. I hereby revoke all prior guardianship nominations that I have made.


IX.

WAIVER OF TAX REIMBURSEMENT. I hereby direct that any tax allocation, apportionment or reimbursement provided for under Section 2603(b) of the Internal Revenue Code of 1986, as amended, or under Section 2207B of the Internal Revenue Code of 1986, as amended, are expressly waived, and all tax allocations, apportionments or reimbursements applicable to my Estate shall be paid pursuant to Nevada law, unless otherwise provided for under the provisions of the "NT REVOCABLE LIVING TRUST" executed earlier on the 15th day of October, 2009.

...


TESTATRIX

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of October, 2009.



NHU THI TRAN

The foregoing instrument, consisting of six (6) typewritten pages, including this page, was on the date last above written by NHU THI TRAN, the above named Testatrix, signed, sealed, published and declared to be her Last Will and Testament, in the presence of us, who thereupon, at her request and in her presence and in the presence of each other, subscribed our names as witnesses thereto the day and year last above written.

Cathy Hammock Residing at 8255 LANCIA LAS VEGAS NV
89117
Staci Trussel Residing at 2338 N GREEN VALLEY PKWY APT 1421-14
HENDERSON, NV 89014

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Then and there personally appeared the within-named CATHEY HAMMOCK and STACI TRUSSEL, who being duly sworn, depose and say: That they witnessed the execution of the within Will of the within-named Testatrix; that the Testatrix subscribed the Will and declared the same to be her Last Will and Testament in their presence; that they thereafter subscribed the same as witnesses in the presence of the Testatrix, and in the presence of each other and at the request of the Testatrix; that the Testatrix at the time of the execution of the Will

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TESTATRIX

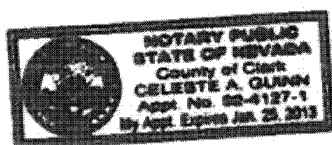
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appeared to them to be of full age and of sound mind and memory and that they make this Affidavit at the request of the Testatrix in the County of Clark, State of Nevada.

Catherj T. Hammond
[Signature]

Subscribed and sworn to before
me this 5th day of October, 2009.

Celeste A. Quinn
NOTARY PUBLIC



[Signature]
TESTATRIX

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Attorneys at Law

EXHIBIT “4”

EXHIBIT “4”

THE NT REVOCABLE LIVING TRUST
DATED THE 5th DAY OF OCTOBER, 2009

Prepared by:
LAW OFFICES OF P. STERLING KERR
1055 Whitney Ranch Drive, #110
Henderson, Nevada 89014
Telephone: (702) 451-2055

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TRUST AGREEMENT

OF THE NT REVOCABLE LIVING TRUST

THIS DECLARATION OF TRUST AGREEMENT is made on the ^{15th}~~6th~~ day of October, 2009, by NHU THI TRAN (hereinafter referred to as the "Trustor" or "Grantor" when reference is made to her in her capacity as creator of this Trust and the transferor of the principal properties thereof), and NHU THI TRAN of Clark County, Nevada (hereinafter referred to as the "Trustee," when reference is made to her in her capacity as a Trustee or fiduciary hereunder);

Witness:

WHEREAS, the Trustor desires by this Trust Agreement to establish the "NT REVOCABLE LIVING TRUST" for the use and purposes hereinafter set forth, to make provisions for the care and management of certain of her present properties and for the ultimate distribution of the Trust properties;

NOW, THEREFORE, the Trustor hereby gives, grants, and transfers to the Trustee, IN TRUST, which Trustee hereby declares that she has received from the Grantor, the property listed on Schedule "A", (which schedule is attached hereto and made a part of this Trust Agreement), TO HAVE AND TO HOLD THE SAME IN TRUST, and to manage, invest and reinvest the same and any additions that may be made from time to time hereto, subject to the provisions of Trust as hereinafter provided.

All property subject to this Trust Indenture shall constitute the Trust estate and shall be held for the purpose of protecting and preserving it, collecting the income therefrom, and making distributions of the principal and income thereof as hereinafter provided.

Additional property may be added to the Trust estate, at any time and from time to time, by the Trustor or any person or persons, by inter vivos act or testamentary transfer, or by

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insurance contract or Trust designation.

The property comprising the original Trust estate, during the life of the Trustor, shall retain its character as her separate property, as designated on the attached Schedule "A" or document of transfer or conveyance. Property subsequently received by the Trustee during the life of the Trustor may be listed on addenda to Schedule "A" and shall have the separate character designated thereon or on the document of transfer or conveyance.

ARTICLE I

NAME AND BENEFICIARIES OF THE TRUST

- 1.1 **Name.** The Trust created in this instrument may be referred to as the "NT REVOCABLE LIVING TRUST", and any separate Trust may be referred to by adding the name of the beneficiary.
- 1.2 **Beneficiaries.** The Trust estate created hereby shall be for the use and benefit of NHU THI TRAN and for the other beneficiaries named herein. The Trustor has three (3) now living children from a prior marriage; namely, CHARLIE LAM, VINCE LAM, and TONY LAM.

ARTICLE II

DISTRIBUTION OF INCOME AND PRINCIPAL

WHILE THE TRUSTOR SHALL LIVE

- 2.1 **Distributions While The Trustor Lives.** During the lifetime of NHU THI TRAN, she shall be entitled to all income and principal of the Trust property without limitation.
- 2.2 **Use of Residence.** While the Trustor shall live, she may possess and use, without rental or accounting to Trustee, any residence owned by this Trust.

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ARTICLE III
INCAPACITY

- 3.1 **Incapacity of Trustor.** If at any time, as certified in writing by two licensed physicians, the Trustor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared her incompetent, mentally ill, or in need of a guardian or conservator, the Successor Trustee shall pay to the Trustor or apply for her benefit, the amounts of net income and principal necessary, in the Successor Trustee's discretion, for the proper health, support and maintenance of the Trustor in accordance with her accustomed manner of living, until the incapacitated Trustor, either in the Successor Trustee's discretion or as certified by two licensed physicians, is again able to manage her own affairs or until her death.
- 3.2 **Reliance on writing.** Anyone dealing with this Trust may rely on the physicians' written statements regarding the Trustor's incapacity, or a photocopy of the statements, presented to them by the Successor Trustee. A third party relying on such written statements shall not incur any liability to any beneficiary for any dealings with the Successor Trustee in reliance upon such written statements. This provision is inserted in this Trust indenture to encourage third parties to deal with the Co-Trustee or Successor Trustee without the need for court proceedings.

ARTICLE IV
DISTRIBUTION OF HOUSEHOLD AND PERSONAL EFFECTS
AFTER DEATH OF TRUSTOR

- 4.1 **Distribution of Personal Property.** After the death of the Trustor, the Trustee shall distribute all tangible personal property of the deceased Trustor, including but not limited to, furniture, furnishings, rugs, pictures, books,

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silverplate, linen, china, glassware, objects of art, wearing apparel, jewelry, ornaments, and automobiles in accordance with any written statement or list that the Trustor leaves disposing of this property. Any such statement or list then in existence shall be determinative with respect to all bequests made therein. Any property not included on said list shall be distributed as follows:

- (a) The Trustee shall distribute any remaining household and personal effects, which are not distributed by a written statement or list, equally to the surviving children of the Trustor, as they shall select. Any household and personal effects which the children of the Trustor do not select shall be added to the Trust created in Article V below. Any property to which the children of the Trustor, while under the age of Eighteen (18), become entitled may be delivered without bond to any suitable Guardian with whom the children of the Trustor reside to be kept for them until they attain the age of Eighteen (18) years.

ARTICLE V

DISTRIBUTION OF INCOME AND PRINCIPAL

AFTER DEATH OF THE TRUSTOR

- 5.1 **Payment of Expenses.** Upon the death of the Trustor, the Trustee may, in his sole discretion, pay from the income and/or principal of this Trust, the administrative expenses, the expenses of the last illness and funeral of the Trustor, and any other debt owed by Trustor. Following such payments, the principal and undistributed income of the Trust shall be administered as set forth herein.
- 5.2 **Distribution of the Remaining Trust Estate.** The remaining trust estate shall be distributed to the NT LEGACY TRUST dated the 15th day of October, 2009, Co-Trustees, P. STERLING KERR and MARY V. KAUFMAN.
- 5.3 **Generation Skipping Trusts.** If the special generation skipping transfer tax exemption election provided by Section 2652(a)(3) of the Internal Revenue Code (Code) is exercised as to any property held in this Trust or if this Trust is receiving property from any other Trust to which the special election has been made, the Trustee is authorized, at any time in the exercise of absolute discretion,

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to set apart such property in a separate Trust so that its inclusion ratio, as defined in Section 2642(a) of the Code is or remains zero. If such Trust(s) is (are) created then any estate or death taxes shall be first charged against and paid out of the principal of the Trust(s) as to which the special election provided by Section 2652(a)(3) is not applicable.

- 5.4 **Last Resort Clause**. In the event that the principal of the Trust administered under this Article V is not disposed of under the foregoing provisions, the remainder, if any, shall be distributed, outright and free of Trust, to the heirs at law of NHU THI TRAN, their identities and shares to be determined according to the laws of the State of Nevada then in effect relating to the intestate succession of separate property.

ARTICLE VI

TRUSTEE'S DISCRETION ON DISTRIBUTION TO PRIMARY BENEFICIARIES

- 6.1 **Delay of Distribution**. Notwithstanding the distribution provisions of Article V, the following powers and directions are given to the Trustee:

- (a) If, upon any of the dates described in Article V, the Trustee for any reason described below determines, in the Trustee's sole discretion, that it would not be in the best interest of the beneficiary that a distribution take place, then in that event the said distribution shall be totally or partially postponed until the reason for the postponement has been eliminated. During the period of postponement, the Trustee shall have the absolute discretion to distribute income or principal to the beneficiary as the Trustee deems advisable for the beneficiary's welfare.
- (b) If said causes for delayed distribution are never removed, then the Trust share of that beneficiary shall continue until the death of the beneficiary and then be distributed as provided in this Trust Instrument. The causes of such delay in the distribution shall be limited to any of the following:
 - (1) The current involvement of the beneficiary in a divorce proceeding or a bankruptcy or other insolvency proceedings.
 - (2) The existence of a large judgment against the beneficiary.

- (3) Chemical abuse or dependency, or the conviction of the beneficiary of a felony, involving drugs or narcotics, unless a five year period has followed said conviction.
 - (4) The existence of any event that would deprive the beneficiary of complete freedom to expend the distribution from the Trust estate according to his or her own desires.
 - (5) In the event that a beneficiary is not residing in the United States of America at any given time, then the Trustee may decline to transmit to him or her any part or all of the income and shall not be required to transmit to him or her any of the principal if, in the Trustee's sole and uncontrolled judgment, the political and/or economic conditions of such place of residence of the beneficiary are such that it is likely the money would not reach him or her, or upon reaching him or her, would be unduly taxed, seized, confiscated, appropriated, or in any way taken from him or her in such a manner as to prevent his or her use and enjoyment of the same.
 - (6) The judicially declared incompetency of the beneficiary.
- (c) The Trustee shall not be responsible unless the Trustee has knowledge of the happening of any event set forth above.
 - (d) To safeguard the rights of the beneficiary, if any distribution from his or her Trust share has been delayed for more than one (1) year, he or she may apply to the District Court in Las Vegas, Nevada, for a judicial determination as to whether the Trustee has reasonably adhered to the standards set forth herein. The Trustee shall not have any liability in the event the Court determines the Trustee made a good faith attempt to reasonably follow the standards set forth above.

ARTICLE VII

PROVISIONS RELATING TO TRUSTEESHIP

7.1

AK

Successor Trustee. In the event of the death or incapacity of the original Trustee, ~~P. STERLING KERR~~ and CHARLIE LAM shall serve as Successor Co-Trustee of all of the Trusts hereunder. In the event either one of them should become deceased, unable or unwilling to serve as a Successor Co-Trustee, then the

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survivor of them shall serve as the sole Successor Trustee of all of the Trusts hereunder. In determining the incapacity of any Trustee serving hereunder, the guidelines set forth in Section 3.1 may be followed.

If no Successor Trustee is designated to act in the event of the death, incapacity or resignation of the Trustee then acting, or no Successor Trustee accepts the office, the Trustee then acting may appoint a Successor Trustee. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this Trust may appoint a Successor Trustee.

7.2 **Liability Of Successor Trustee.** No Successor Trustee shall be liable for the acts, omissions, or default of a prior Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the Trust, no Successor Trustee shall have any duty to audit or investigate the accounts or administration of any such Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust.

7.3 **Acceptance By Trustee.** A Trustee shall become Trustee or Co-Trustee jointly with any remaining or surviving Co-Trustees, and assume the duties thereof, immediately upon delivery of written acceptance to Trustor, during her lifetime and thereafter to any Trustee hereunder, or to any beneficiary hereunder, if for any reason there shall be no Trustee then serving, without the necessity of any other act, conveyance, or transfer.

7.4 **Delegation By Trustee.** Any individual Co-Trustee shall have the right at any time, by an instrument in writing delivered to the other Co-Trustee, to delegate to such other Co-Trustee any and all of the Trustee's powers and discretion.

7.5 **Resignation Of Trustee.** Any Trustee at any time serving hereunder may resign as Trustee by delivering to Trustor, during her lifetime and thereafter to any Trustee hereunder, or to any beneficiary hereunder if for any reason there shall be no Trustee then serving hereunder, an instrument in writing signed by the resigning

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Trustee.

7.6 **Corporate Trustee.** During the Trust periods, if any, that a corporate Trustee acts as Co-Trustee with an individual, the corporate Trustee shall have the unrestricted right to the custody of all securities, funds, and other property of the Trusts and it shall make all payments and distributions provided hereunder.

7.7 **Majority.** Subject to any limitations stated elsewhere in this Trust Indenture, all decisions affecting any of the Trust estate shall be made in the following manner: While three or more Trustees, whether corporate or individual, are in office, the determination of a majority shall be binding. If only two individual Trustees are in office, they must act unanimously.

7.8 **Bond.** No bond shall ever be required of any Trustee hereunder.

7.9 **Expenses and Fees.** The Successor Trustee shall be reimbursed for all actual expenses incurred in the administration of any Trust created herein. The Successor Trustee shall be entitled to reasonable compensation for service rendered to the Trust. In no event, however, shall the fees exceed those fees that would have been charged by state or federal banks in the jurisdiction in which the Trust is being governed. However, any corporate Trustee shall be entitled to compensation for its services in accordance with its published fee schedule.

ARTICLE VIII

PROVISIONS RELATING TO TRUSTOR'S POWERS

8.1 **Power To Amend.** During the lifetime of the Trustor, this Trust Indenture may be amended in whole or in part by an instrument in writing, signed by the Trustor, and delivered to the Trustee. Upon the death of the Trustor, this Trust Indenture shall not be amended.

8.2 **Power To Revoke.** During the lifetime of Trustor, the Trustor may revoke this Trust Indenture by an instrument in writing, signed by the Trustor. Upon revocation, the Trustee shall deliver the revoked portion of the Trust property to

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the Trustor. Upon the death of the Trustor, this Trust Indenture shall not be revoked.

8.3 **Power To Change Trustee.** During the lifetime of the Trustor, she may change the Trustee or Successor Trustee of this Trust by an instrument in writing.

8.4 **Additions To Trust.** Any additional property acceptable to the Trustee may be transferred to this Trust. The property shall be subject to the terms of this Trust.

8.5 **Special Gifts.** The Trustor may from time to time indicate her desire that special gifts be made from the Trust estate upon her death. If the Trustor has made known her desire in a writing referring to or attached to this Trust, the Trustee shall distribute the special gifts, free of Trust, upon the death of the Trustor. The gift shall be effective only if the writing is dated and signed by the Trustor.

If the Trustor becomes legally incompetent, or if in the Trustee's judgment reasonable doubt exists regarding capacity, the Trustee is authorized in such Trustee's sole discretion to continue any gift program which the Trustor had previously commenced, to make use of the federal gift tax annual exclusion. Such gifts may be made outright or in Trust.

ARTICLE IX

PROVISIONS RELATING TO TRUSTEE'S POWERS

9.1 **Management Of Trust Property.** With respect to the Trust property, except as otherwise specifically provided in this Trust, the Trustee shall have all powers now or hereafter conferred upon Trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the Trust. Any expenditure involved in the exercise of the Trustee's powers shall be borne by the Trust estate. Such powers shall include, but not be limited to, the following powers with respect to the assets in the Trust estate:

- (a) To register any securities or other property held hereunder in the name of the Trustee or in the name of a nominee, with or without the addition of

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words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of her respective funds.

- (b) To hold, manage, invest and account for the separate trusts in one or more consolidated funds, in whole or in part, as she may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (d) To borrow money, mortgage, hypothecate, pledge or lease trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of their discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of trust funds.
- (f) To invest and reinvest in their absolute discretion, and they shall not be restricted in their choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any actions and proceedings.
- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- (j) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of the

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Trusts.

- (k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (l) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustees, or by direct payment of such beneficiary's expenses.
- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (n) To accept additions of property to the Trusts, whether made by the Trustors, a member of the Trustor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustees may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.
- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustee make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (r) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustee shall not limit her general powers, subject always to the discharge of her fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.

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- (t) The Trustee shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (u) In regard to the operation of any closely held business of the Trust, the Trustee shall have the following powers:
 - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.
 - (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.
 - (4) The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
 - (5) The power to invest or employ in such business such other assets of the Trust estate.
- (v) To borrow money at interest rates then prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the Trust property by mortgage, pledge, or otherwise, to make a guaranty of, including a third party

guaranty.

9.2 **Power to Appoint Agent.** The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists, and other agents against the Trust, including any other related expenses.

9.3 **Broad Powers Of Distribution.** After the death of the Trustor, upon any division or partial or final distribution of the Trust estate, the Successor Trustee shall have the power to partition, allot and distribute the Trust estate in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee, in the Trustee's discretion, considers necessary to make such division or distribution. In making any division or partial or final distribution of the Trust estate, the Trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may, in the Trustee's discretion, make non pro rata divisions between Trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee, in his or her discretion, and no adjustment need be made to compensate for any difference in basis.

9.4 **Apply For Government Assistance.** The Trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other

government resources and community support services available to the elderly.

- 9.5 **Catastrophic Health Care Planning.** The Trustee shall have the power to explore and implement planning strategies and options and to plan and accomplish asset preservation in the event the Trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the Trustor's family residence; (2) pay off, partly or in full, the encumbrance, if any, on the Trustor's family residence; (3) purchase a family residence, if the Trustor does not own one; (4) purchase a more expensive family residence; (5) make gifts of assets for estate planning purposes to the beneficiaries and in the proportions set forth in Article V.

ARTICLE X

PROTECTION OF AND ACCOUNTING BY TRUSTEE

- 10.1 **Protection.** The Trustee shall not be liable for any loss or injury to the property at any time held by her hereunder, except only such as may result from her fraud, willful misconduct, or gross negligence. Every election, determination, or other exercise by Trustee of any discretion vested, either expressly or by implication, in her, pursuant to this Trust Indenture, whether made upon a question actually raised or implied in her acts and proceedings, shall be conclusive and binding upon all parties in interest.
- 10.2 **Accounting.** Upon the written request delivered or mailed to the Trustee by an income beneficiary hereunder, the Trustee shall render a written statement of the financial status of the Trust. Such statement shall include the receipts and disbursements of the Trust for the period requested or for the period transpired since the last statement and the principal of the Trust at the end of such period. Statements need not be rendered more frequently than annually.

ARTICLE XI
GENERAL PROVISIONS

- 11.1 **Controlling Law.** This Trust Indenture is executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of Nevada; provided, however, the Trustee shall have the discretion, exercisable at any later time and from time to time, to administer any Trust created hereunder pursuant to the laws of any jurisdiction in which the Trustee, may be domiciled, by executing a written instrument acknowledged before a notary public to that effect, and delivered to the then income beneficiaries. If the Trustee exercises the discretion, as above provided, this Trust Indenture shall be administered from that time forth by the laws of the other state or jurisdiction.
- 11.2 **Spendthrift Provision.** No interest in the principal or income of any Trust created under this Trust Instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This provision shall not apply to a Trustor's interest in the Trust estate. The income and principal of this Trust shall be paid over to the beneficiary at the time and in the manner provided by the terms of this Trust, and not upon any written or oral order, nor upon any assignment or transfer by the beneficiary, nor by operation of law.
- 11.3 **Perpetuities Savings Clause.** Unless terminated earlier in accordance with other provisions of this Trust, any Trust hereby created or created by the exercise of any power hereunder shall terminate Twenty-one (21) years after the death of the last survivor of the following: (1) the Trustor; (2) all the issue of Trustor who are living at the death of the Trustor; and (3) all named beneficiaries who are living at the death of the Trustor, or upon the expiration of the maximum period authorized by the laws of the State of Nevada or the state by which the Trust is then being governed. Upon such termination, the Trust estate, and any accumulations

thereon, shall be distributed to those persons and in the same proportions as the income of the Trust is then being paid.

- 11.4 **No-Contest Provision**. The Trustor specifically desires that this Trust Indenture and these Trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these Trusts or any other person, whether stranger, relative or heir, or any legatee or devisee under the Last Will and Testament of either the Trustor or the successors-in-interest of any such persons, including the Trustor's estate under the intestate laws of the State of Nevada or any other state lawfully or indirectly, singly or in conjunction with another person, seek or establish to assert any claim or claims to the assets of these Trusts established herein, or attack, oppose or seek to set aside the administration and distribution of the Trusts, or to invalidate, impair or set aside its provisions, or to have the same or any part thereof declared null and void or diminished, or to defeat or change any part of the provisions of the Trusts established herein, then in any and all of the above-mentioned cases and events, such person or persons shall receive One Dollar (\$1.00), and no more, in lieu of any interest in the assets of the Trusts or interest in income or principal.
- 11.5 **Provision For Others**. The Trustor has, except as otherwise expressly provided in this Trust Indenture, intentionally and with full knowledge declined to provide for any and all of her heirs or other persons who may claim an interest in her respective estates or in these Trusts.
- 11.6 **Severability**. In the event any clause, provision or provisions of this Trust Indenture prove to be or be adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.
- 11.7 **Physical Division of Property Not Necessary**. Physical segregation or division of the various trusts created hereunder is not required, except as may be necessary by the termination of any such trust. The Trustee is required to keep

separate accounts for the various undivided trusts.

- 11.8 **Distribution Of Small Trust.** If the Trustee, in the Trustee's absolute discretion, determines that the amount held in Trust is not large enough to be administered in Trust on an economical basis, then the Trustee may distribute the Trust assets free of Trust to those persons then entitled to receive the same.
- 11.9 **Headings.** The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Indenture.
- 11.10 **More Than One Original.** This Trust Indenture may be executed in any number of copies and each shall constitute an original of one and the same instrument.
- 11.11 **Interpretation.** Whenever it shall be necessary to interpret this Trust, the masculine, feminine and neuter personal pronouns shall be construed interchangeably, and the singular shall include the plural and the singular.
- 11.12 **Definitions.** The following words are defined as follows:
- (a) **"Principal" and "Income".** Except as otherwise specifically provided in this Trust Indenture, the determination of all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses thereon shall be governed by the provisions of Nevada's Revised Uniform Principal and Income Act, or its equivalent, as it may be amended from time to time and so long as such Act does not conflict with any provision of this instrument. Notwithstanding such Act, no allowance for depreciation shall be charged against income or net income payable to any beneficiary.
 - (b) **"Education".** Whenever provision is made in this Trust Indenture for payment for the "education" of a beneficiary, the term "education" shall be construed to include technical or trade schooling, college or postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice and in determining payments to be made for such college or post-graduate education, the Trustees shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable.
 - (c) **"Child, Children, Descendants or Issue".** As used in this instrument, the term "descendants" or "issue" of a person means all of that person's lineal descendants of all generations. The terms "child, children, descendants or issue" include adopted persons, but do not include a step-child or

LAW OFFICES OF P. STERLING KERR.
Attorneys at Law

step-grandchild, unless that person is entitled to inherit as a legally adopted person.

- (d) **"Tangible Personal Property"**. As used in this instrument, the term "tangible personal property" shall not include money, evidences of indebtedness, documents of title, securities and property used in a trade or business.

EXECUTED in Clark County, Nevada, on the 6th day of October, 2009.




NHU THI TRAN

ACCEPTANCE BY TRUSTEE

We certify that we have read the foregoing Declaration of Trust and understand the terms and conditions upon which the Trust estate is to be held, managed, and disposed of by us as Co-Trustees. We accept the Declaration of Trust in all particulars and acknowledge receipt of the trust property described in Schedule "A" attached hereto, identified by our signatures.



NHU THI TRAN



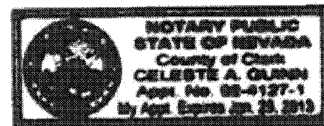
P. STERLING KERR
CHARLIE LAM

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the 15th day of October, 2009, before me, the undersigned, a Notary Public in and for such County and State, personally appeared NHU THI TRAN, known to me to be the Trustor and Co-Trustee whose name is subscribed to the within instrument and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.


NOTARY PUBLIC



LAW OFFICES OF P. STERLING KERR
Attorneys at Law

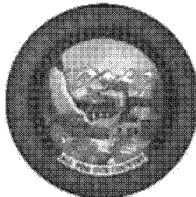
EXHIBIT “5”

EXHIBIT “5”

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
*Deputy Secretary
for Commercial Recordings*



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division

202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

Copy Request

September 19, 2017

Job Number: C20170919-0173
Reference Number: 00010751216-33
Expedite:
Through Date:

Document Number(s)	Description	Number of Pages
20110149111-31	Annual List	2 Pages/1 Copies

Respectfully,

A handwritten signature in cursive script that reads "Barbara K. Cegavske".

Barbara K. Cegavske
Secretary of State

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

(NONPROFIT) ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT OF

FILE NUMBER

NHU TRAN FOUNDATION, INC.

NAME OF CORPORATION

FOR THE FILING PERIOD OF NOV 2010 TO NOV 2011



110202

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

A FORM TO CHANGE REGISTERED AGENT INFORMATION CAN BE FOUND ON OUR WEBSITE:
www.nvsos.gov

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20110149111-31
	Filing Date and Time 02/28/2011 11:00 AM
	Entity Number E0646012009-4

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ABOVE SPACE IS FOR OFFICE USE ONLY

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)****YOU MAY NOW FILE YOUR ANNUAL LIST ONLINE AT www.nvsos.gov******IMPORTANT:** Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional officers, attach a list of them to this form.
- Return the completed form with the \$25.00 filing fee, if no capitalization. A \$50.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- Nonprofit entities formed under NRS Chapters 80 and 81 without 501(c) nonprofit designation are required to maintain a state business license. Those with 501(c) designation must indicate by checking box below. For those requiring a State Business License, the fee is \$200.00.
- Make your check payable to the Secretary of State. Your canceled check will constitute a certificate to transact business.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties.

FILING FEE: \$25.00 (IF NO CAPITALIZATION) LATE PENALTY: \$50.00

For NRS Chapter 80 and 81 nonprofit corporations:

☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption code 002

NAME CHARLIE LAM	TITLE(S) PRESIDENT (OR EQUIVALENT OF)		
ADDRESS PO BOX 27738	CITY LAS VEGAS	STATE NV	ZIP CODE 89126
NAME PRESTON S KERR	TITLE(S) SECRETARY (OR EQUIVALENT OF)		
ADDRESS 2450 ST. ROSE PARKWAY SUITE 120	CITY HENDERSON	STATE NV	ZIP CODE 89074
NAME MARY V KAUFFMAN	TITLE(S) TREASURER (OR EQUIVALENT OF)		
ADDRESS 3026 LOZZIA COURT	CITY LAS VEGAS	STATE NV	ZIP CODE 89117
NAME TEN PEGAN	TITLE(S) DIRECTOR - SEE ATTACHED PAGE		
ADDRESS 3076 CARLOTTA CIRCLE	CITY LAS VEGAS	STATE NV	ZIP CODE 89121

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS Chapter 76 and acknowledge that, pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Signature of Officer

Title
SECRETARYDate
2/29/11Nevada Secretary of State Annual List Nonprofit
Revised: 10-8-10

(NONPROFIT) ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT OF

FILE NUMBER

NHU TRAN FOUNDATION, INC.

NAME OF CORPORATION

FOR THE FILING PERIOD OF NOV 2010 TO NOV 2011



110202

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

A FORM TO CHANGE REGISTERED AGENT INFORMATION CAN BE FOUND ON OUR WEBSITE:
www.nvsos.gov

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

****YOU MAY NOW FILE YOUR ANNUAL LIST ONLINE AT www.nvsos.gov****

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional officers, attach a list of them to this form.
3. Return the completed form with the \$25.00 filing fee, if no capitalization. A \$50.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. Nonprofit entities formed under NRS Chapters 80 and 81 without 501(c) nonprofit designation are required to maintain a state business license. Those with 501(c) designation must indicate by checking box below. For those requiring a State Business License, the fee is \$200.00.
5. Make your check payable to the Secretary of State. Your canceled check will constitute a certificate to transact business.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5706.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties.

FILING FEE: \$25.00 (IF NO CAPITALIZATION) LATE PENALTY: \$50.00

For NRS Chapter 80 and 81 nonprofit corporations:

☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption code 002

NAME	TITLE(S)		
PRESIDENT (OR EQUIVALENT OF)			
ADDRESS	CITY	STATE	ZIP CODE
NAME	TITLE(S)		
SECRETARY (OR EQUIVALENT OF)			
ADDRESS	CITY	STATE	ZIP CODE
NAME	TITLE(S)		
TREASURER (OR EQUIVALENT OF)			
ADDRESS	CITY	STATE	ZIP CODE
NAME	TITLE(S)		
DIRECTOR			
ADDRESS	CITY	STATE	ZIP CODE
VLEN WOODS	LAS VEGAS	NV	89148

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS Chapter 76 and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Title

Date

Signature of Officer

Nevada Secretary of State Annual List Nonprofit
Revised: 10-8-10

NEVADA SECRETARY OF STATE

Barbara K. Cegavske

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NHU TRAN FOUNDATION, INC.

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Business Entity Information			
Status:	Active	File Date:	11/30/2009
Type:	Domestic Non-Profit Corporation	Entity Number:	E0646012009-4
Qualifying State:	NV	List of Officers Due:	11/30/2017
Managed By:		Expiration Date:	
NV Business ID:	NV20091607302	Business License Exp:	

Registered Agent Information			
Name:	P STERLING KERR	Address 1:	2450 ST ROSE PKWY STE 120
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89074
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

View all business entities under this registered agent

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

☒ Officers
 ☐ Include Inactive Officers

Secretary - MARY V KAUFFMAN			
Address 1:	2450 ST ROSE PARKWAY STE 120	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89074	Country:	USA
Status:	Active	Email:	
Treasurer - P. STERLING KERR			
Address 1:	2450 ST ROSE PARKWAY STE 120	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89074	Country:	USA
Status:	Active	Email:	
President - P. STERLING KERR			
Address 1:	2450 ST ROSE PARKWAY STE 120	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89074	Country:	USA
Status:	Active	Email:	
Director - P. STERLING KERR			
Address 1:	2450 ST ROSE PARKWAY STE 120	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89074	Country:	USA
Status:	Active	Email:	

— Actions\Amendments
Click here to view 6 actions\amendments associated with this company

NEVADA SECRETARY OF STATE
Barbara K. Cegavske

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Entity Actions for "NHU TRAN FOUNDATION, INC."

Sort by File Date

• descending ascending order Re-Sort

1 - 6 of 6 actions

Actions\Amendments			
Action Type:	Reinstatement		
Document Number:	20170373172-33	# of Pages:	1
File Date:	8/29/2017	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20170373173-44	# of Pages:	1
File Date:	8/29/2017	Effective Date:	
(No notes for this action)			
Action Type:	Acceptance of Registered Agent		
Document Number:	20170373174-55	# of Pages:	1
File Date:	8/29/2017	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110149111-31	# of Pages:	2
File Date:	2/28/2011	Effective Date:	
10/11			
Action Type:	Initial List		
Document Number:	20100087547-54	# of Pages:	2
File Date:	2/11/2010	Effective Date:	
(No notes for this action)			
Action Type:	Articles of Incorporation		
Document Number:	20090855697-21	# of Pages:	1
File Date:	11/30/2009	Effective Date:	
(No notes for this action)			

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EXHIBIT “H”

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Location : District Court Civil/Criminal [Help](#)

REGISTER OF ACTIONS

CASE No. A-17-760853-B

Charles Lam, Plaintiff(s) vs. P. Sterling Kerr, Defendant(s)

§
§
§
§
§
§

Case Type: **NRS Chapters 78-89**
 Date Filed: **09/01/2017**
 Location: **Department 13**
 Cross-Reference Case **A760853**
 Number:

PARTY INFORMATION

Defendant	Kerr, P. Sterling	Lead Attorneys Lars K. Evensen <i>Retained</i> 7026694600(W)
Defendant	NT Legacy Trust Dated October 15 2009	Lars K. Evensen <i>Retained</i> 7026694600(W)
Plaintiff	Lam, Charles	John M. Oakes <i>Retained</i> 702-384-1070(W)
Plaintiff	NT Revocable Living Trust Dated October 15 2009	John M. Oakes <i>Retained</i> 702-384-1070(W)
Plaintiff	Tran Enterprises LLC	John M. Oakes <i>Retained</i> 702-384-1070(W)

EVENTS & ORDERS OF THE COURT

09/21/2017 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)

Minutes

09/21/2017 9:00 AM

- APPEARANCES: John M. Oakes and Dan Foley, Attorneys Charles Lam, Pltf Lars Evensen, Attorney for Deft, Sterling Kerr Sterling Kerr, Deft/Trustee Relative to the Pltfs Motion for Preliminary Injunction, COURT stated it was not consolidating the Motion with trial on the merits and that it was not conducting an evidentiary hearing today. PLTF'S MOTION FOR REMOVAL OF KERR AND KAUFMAN AS TRUSTEE AND AS MANAGER ON ORDER SHORTENING TIME COURT referenced EDCR 4.03 as to referring the matter to the Probate Commissioner as Special Master relative to the status of Kerr and Kaufman as Trustee. Colloquy held regarding the Court having jurisdiction. Following argument by counsel regarding the Motion, COURT ORDERED matter REFERRED to the Probate Commissioner and DIRECTED Mr. Oakes to submit an order accomplishing the referral to the Probate Commissioner for a RECOMMENDATION on this issue. PLTF'S MOTION FOR PRELIMINARY INJUNCTION COURT STATED ITS FINDINGS, and ORDERED Motion GRANTED relative to any and all properties that are the subject of the upcoming sale. If counsel wants to seek expungement of the lis pendens a motion can be filed. COURT FURTHER ORDERED, bond SET at \$5,000.00. Mr. Oakes to submit the order.

[Return to Register of Actions](#)

EXHIBIT “I”

EXHIBIT “I”

Steven D. Grierson

1 **ORDR**
2 J. MICHAEL OAKES, ESQ.
3 Nevada Bar No. 1999
4 FOLEY & OAKES, PC
5 626 So. 8th Street
6 Las Vegas, Nevada 89101
7 (702) 384-2070 - office
8 (702) 384-2128 - facsimile
9 mike@foleyoakes.com
10 Attorneys for Plaintiffs

11
12 DISTRICT COURT
13 ***
14 CLARK COUNTY, NEVADA

15 CHARLES LAM, individually and derivatively)
16 on behalf of TRAN ENTERPRISES, LLC, a)
17 Nevada limited liability company, and as)
18 Trustee of the NT REVOCABLE LIVING)
19 TRUST, dated the 15th day of October, 2009)

20 *Plaintiffs,*

21 vs.

22 P. STERLING KERR, individually and as)
23 Trustee of the NT LEGACY TRUST, dated the)
24 15th day of October, 2009; Mary V. Kaufman, as)
25 Trustee of the NT Legacy Trust, dated the 15th)
26 day of October, 2009; and DOES I through V)
27 individuals; and ROE VI through X)
28 Corporations and Partnerships,)

Defendants.

Case No. A-17-760853-B
Dept. No. XIII

ORDER FOR REMOVAL OF
TRUSTEE AND
APPOINTMENT OF
SUCCESSOR TRUSTEE

Date: September 21, 2017
Time: 9:00 a.m.

ORDER FOR REMOVAL OF TRUSTEE AND
APPOINTMENT OF SUCCESSOR TRUSTEE

29 This matter having come before the Court on September 21, 2017, for hearing in
30 Department XIII at 9:00 o'clock a.m. on the Motion For Removal Of Kerr And Kaufman As
31 Trustee And As Manager, with J. Michael Oakes, Esq., and Daniel T. Foley appearing on behalf
32 of the Plaintiffs, and Lars Evensen, Esq., appearing on behalf of Defendants and the Court

RECEIVED

SEP 22 2017

DISTRICT COURT DEPT# 13

FOLEY
&
OAKES

1 having considered the arguments and all of the papers filed on behalf of the parties, and good cause
2 appearing therefor,

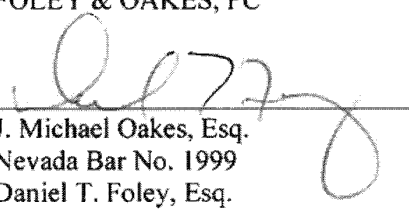
3
4 IT IS HEREBY ORDERED that the Court makes no ruling on Plaintiff's Motion for
5 Removal of Kerr and Kaufman as Trustee and Manager and such motion is hereby referred to
6 the Probate Commissioner, pursuant to EDCR 4.03.

7 DATED this 27th of September, 2017.

8
9
10 
11 DISTRICT COURT JUDGE
12 AR

13 Submitted by:

14 FOLEY & OAKES, PC

15 
16
17 J. Michael Oakes, Esq.
18 Nevada Bar No. 1999
19 Daniel T. Foley, Esq.
20 Nevada Bar No. 1078
21 626 So. 8th Street
22 Las Vegas, Nevada 89101
23 Attorneys for Plaintiffs
24
25
26
27
28

**FOLEY
&
OAKES**

EXHIBIT “J”

EXHIBIT “J”

ASSIGNMENT

Assignor hereby assigns all right, title, and interest in and to any and all personal property of the Assignor, including cash, securities, jewelry, and all other valuables to THE NT LEGACY TRUST dated the 13th day of October, 2009, P. STERLING KERR and MARY V. KAUFMAN, Co-Trustees.

In addition, Assignor hereby grants to the NT LEGACY TRUST dated the 13th day of October, 2009, P. STERLING KERR and MARY V. KAUFMAN, Co-Trustees, all right, title and interest to certain membership interests in TRAN ENTERPRISES, LLC, currently owned by NHU THI TRAN, and any and all interests owned by NHU THI TRAN in TRAN ENTERPRISES, LLC, any Series LLC's under the master LLC.

DATED this 15th day of October, 2009.



NHU THI TRAN

TRAN0137

EXHIBIT “K”

EXHIBIT “K”

OPERATING AGREEMENT

OF

TRAN ENTERPRISES, LLC

The undersigned, all of the initial members of TRAN ENTERPRISES, LLC, a Nevada limited liability company, hereinafter referred to as the "company", agree as follows:

ARTICLE 1 - OFFICES

Section 1.1. **Principal Office.** The principal office and place of business of the company shall be 1055 Whitney Ranch Drive, #110, Henderson, Nevada 89014.

Section 1.2 **Registered Agent.** The registered agent of the company shall be the LAW OFFICES OF P. STERLING KERR. The registered office shall be 1055 Whitney Ranch Drive, #110, Henderson, Nevada 89014.

ARTICLE 2 - MEMBERS

Section 2.1 **Initial Members.** The initial members of the company, their contributions to the company and their interests in the company are set forth below:

MEMBER

INTEREST

NHU THI TRAN

100%

Section 2.2 **Admission of New Members.** A person, or any other legal entity in accordance with the Nevada Limited Liability Company Act ("Act"), may be admitted as a new member only upon the written consent of all members.

Section 2.3 **Substituted Members.** The interest of each member may be transferred or assigned; however, except as expressly provided otherwise in the Act, the transferee of a member's interest shall have no right to become a member of the company unless all of the other members of the company (other than the member proposing to dispose of his, her or its interest), by their unanimous written consent, approve of the proposed transfer or assignment and agree to admit the transferee as a substituted member of the company. A substituted member shall have all the rights and powers, and shall be subject to all the restrictions and liabilities of the transferor. The substitution of the transferee shall not release the transferor from any liability to the company.

Section 2.4 Transferee Not Admitted. If the transferee of the member's interest is not admitted as a substituted member, the transferee shall have no right to participate in the management of the business and affairs of the company, and shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions to which the transferor would have been entitled if the transfer had not occurred.

Section 2.5 Annual Meeting. The annual meetings of the members for the election of managers and for the transaction of such other business as may properly come before the meetings shall be held on August 1 of each year. If the election of managers shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the managers shall cause the election to be held at a special meeting of the members as soon thereafter as may be convenient.

Section 2.6 Special Meetings. Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by any manager or by the holders of not less than one-half (1/2) of the interests of the company entitled to vote at the meetings.

Section 2.7 Place of Meeting. Meetings shall be held at any office of the company designated by the managers or at such other place designated by the managers, either within or outside the State of Nevada, as the place for such meeting.

Section 2.8 Notice of Meeting. Written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of any manager or the person calling the meeting to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed delivered as to any member when deposited in the United States mail, addressed to the member with postage prepaid. If requested by the manager or persons lawfully calling a special meeting, the managers shall give notice thereof, at company expense.

Section 2.9 Waiver of Notice. A waiver of notice of any meeting signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. By attending a meeting, a member:

(a) Waives objection to lack of notice or defective notice of such meeting unless the member, at the beginning of the meeting, objects to the holding of the meeting or the transaction of business at the meeting; and

(b) Waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the member objects to considering the matter when it is presented.

Section 2.10 Quorum. A majority of interest of the members entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of members. In the absence of a quorum at any such meeting, a majority in interest so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 2.11 Manner of Acting. If a quorum is present, the affirmative vote of the majority in interest represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater proportion or number or voting by classes is required by law, the Articles of Organization, this Operating Agreement, or amendments thereto. Cumulative voting for managers is not permitted.

Section 2.12 Proxies. At all meetings of members, a member may vote by proxy executed in writing by the member or by his or her duly authorized attorney in fact. Such proxy shall be filed with the managers before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 2.13 Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if each member entitled to vote with respect to the subject matter thereof has executed a written consent describing the action taken.

Section 2.14 Telephonic Meeting. Members of the company may participate in any meeting of the members by means of conference telephone or similar communication, if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 2.15 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the presiding manager shall order, or any member shall demand, that voting be by ballot.

Section 2.16 Information and Accounting. A member shall have the right to:

- (a) Inspect and copy company records required to be kept under Section 3.7 below;
- (b) Have a formal accounting of the company affairs whenever circumstances render it just and reasonable;
- (c) Obtain from the managers, from time to time, subject to reasonable demand for any purpose reasonably related to the member's interest as a member;
 - (i) True and full information regarding the state of business and financial

condition of the company and any other information regarding the affairs of the company; and

(ii) Promptly after becoming available a copy of the company's federal, state and local income tax returns for each year.

Section 2.17 Resignation. A member may resign at any time by written notice to the other members but such resignation shall not entitle the resigning member to receive the fair value of his or her member interest in the company. After resignation, the resigning member shall have only the rights of a transferee not admitted as a member.

ARTICLE 3 - MANAGEMENT

Section 3.1 Managers. Management of the company's business and affairs shall be vested in the managers, except as otherwise provided herein or as provided by law, or the Articles of Organization. There shall be two managers. Each must be at least eighteen (18) years of age but need not be a member of the company or a resident of the State of Nevada. The initial members named in the Articles of Organization shall hold office for a term of five (5) years or until their successors are elected at the next annual meeting of members following their term. Thereafter, managers shall be elected at each annual meeting of members and shall office until the next succeeding annual meeting of members or until their successors have been elected and qualified.

Section 3.2 Removal of Managers. At a meeting expressly called for that purpose, all managers or a lesser number may be removed, with or without cause, by a vote of a majority in interest of members then entitled to vote at an election of managers.

Section 3.3 Resignation of Manager. Any manager may resign at any time by giving written notice to the other manager or managers then holding office. Such resignation shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more managers then holding office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation(s) shall become effective.

Section 3.4 Vacancies. Any vacancy occurring in the group of managers may be filled by written agreement of a majority of the remaining managers. A manager chosen to fill a vacancy shall serve the unexpired term of his or her predecessor in office. Any manager's position to be filled by reason of an increase in the number of managers shall be filled by election at an annual meeting or at a special meeting of members called for that purpose. A manager chosen to fill a position resulting from an increase in the number of managers shall hold office until the next annual meeting of members and until his successor has been elected and qualified.

Section 3.5 Powers and Duties of Managers. Each manager is an agent of the company for the purpose of its business and the act of one manager shall bind the company. No debt shall be

contracted or liability incurred by, or on behalf of, the company, except by one or more of its managers. A manager shall perform his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the company and with such care as an ordinarily prudent person in like position would use under similar circumstances. A person who so performs his or her duties shall not have any liability by reason of being or having been a manager of the company.

Section 3.6 Management Services. For their services as managers in managing the initial and ongoing affairs of the company, the managers shall be paid a management fee out of the preferred capital for their initial five-year term as managers, commensurate to the reasonable value of the service rendered by them to the Company.

Section 3.7 Records. The managers shall keep, at the principal office of the company, which are subject to inspection and copying at the reasonable request and at the expense of any member during ordinary business hours:

- (a) A current list of the full name and last known address of each member and manager, both past and present;
- (b) A copy of the Articles of Organization, and all amendments thereof, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;
- (c) Copies of the company's federal, state and local income tax returns and reports for the three most recent years;
- (d) Copies of any currently effective operating agreements, copies of any writings permitted or required under Section 7-80-502 of the Act (regarding members' obligations to contribute cash or property, or perform services) and copies of any financial statements of the company for the three most recent years;
- (e) Minutes of every annual and special meeting of members and any meeting ordered by a court pursuant to Section 7-80-707 of the Act and any written consents obtained from members.
- (f) Unless otherwise contained herein or in a writing permitted or required under Section 7-80-502 of the Act, a statement prepared and certified as accurate by a manager of the company which describes:
 - (i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each member and which each member has agreed to contribute in the future;

(ii) The terms at which or events on the happening of which any additional contributions agreed to be made by each member are to be made.

(iii) If agreed upon, the terms at which or events on the happening of which a member may terminate his membership in the company and the amount of, or method of determining, the distribution to which he or she may be entitled respecting his or her membership interest and the terms and conditions of the termination and distribution; and

(iv) Any right of a member to receive distributions which include a return of all of any part of a member's contribution.

ARTICLE 4 - FINANCE

Section 4.1 Liability of Members and Managers. Members and managers are not liable, in any manner, for a debt, obligations or liability of the company.

Section 4.2 Capital Contributions. The members have made the contributions set forth above in cash or property. The members have not agreed to make any additional contributions. No additional contributions shall be required unless all members agree in writing to make such additional contributions.

Section 4.3 Preferred Capital Contributions. One or more of the members have made contributions to the operating capital of the company, as set forth above in Section 2.1. These contributions shall be treated as preferred contributions of the contributing party and shall entitle the contributing party to preferred guaranteed payments from the profits of the company as hereinafter provided.

Section 4.4 Sharing of Profits and Losses. The profits and losses, together with all other income, gain, loss or deduction (or item thereof) shall be allocated as follows:

(a) The profits of the company shall be allocated among the members in proportion to their interests in the company.

(b) The losses of the company, if any, shall be allocated pro rata among the members in proportion to their positive capital accounts.

(c) The purchase price of the Participation Agreement shall be amortized among the members according to their capital contributions as set forth above in Section 2.1.

(d) Any federal, state or local tax credits shall be allocated to the members who were, or will be, charged with the expenses or deductions that generated the credit.

...

(e) In the event any member contributes real or personal property to the company, the member's distributive shares of income, gain, loss and deduction shall be determined so as to take account of the variation between the adjusted tax basis and the fair market value of such property as required by Treasury Regulations.

(f) In no event shall losses be allocated in a manner other than as allowed by applicable Treasury Regulations.

Section 4.5 Capital Accounts. A separate capital account shall be maintained for each member in accordance with Treasury Regulations.

Section 4.6 Distributions. After making reasonable reserves as determined by the managers, at least annually, all available funds shall be distributed to members as follows:

(a) To the extent that any members have made preferred capital contributions to the company, the distributions to the company members shall first be made to the preferred capital holders in an amount not to exceed the total amount of the preferred capital contributions on a pro rata basis to retire or redeem the preferred capital interests.

(b) Thereafter, in proportion to and to the extent of each member's ownership interest in the company.

Section 4.7 Monthly Obligations. The members of this limited liability company hereby agree that a substantial portion of the limited liability company's business shall be the purchase and maintenance of certain real property. The members hereto understand and agree that to the extent that the limited liability company cannot maintain loan payments or other real estate related expenses from its general account, then the Members shall contribute to the limited liability company on a 50/50 basis (excluding P. Sterling Kerr) the required loan payments or other real estate related expenses. These payments are to be made by the members (excluding P. Sterling Kerr) on or before the 10th day of each month during such time as the limited liability company is obligated. The Member who is late with a payment of his fifty percent (50%) share shall incur any late charges as his responsibility. In the event a member does not make his required payment, then that member shall after six (6), months without reimbursement, shall forfeit one-half (½) or fifty percent (50%) of his respective membership interest to the paying member at the conclusion of 12 months without reimbursement. The member shall forfeit the remaining fifty percent (50%) to the other paying member.

Section 4.8 Distribution Upon Dissolution. After dissolution and satisfaction of the company's liabilities, the assets of the company shall be distributed first to the holders of preferred capital interests to the extent that there are preferred capital interests which have not been retired and second to members in proportion to, and to the extent of, their capital accounts. In the event assets are to be distributed which exceed members' capital accounts, the excess shall be distributed to members in proportion to their interests in the company.

Section 4.9 Limitations on Distribution. A member may not receive a distribution from the company to the extent that, after giving effect to the distribution, all liabilities of the company, other than liabilities to members on account of their membership interests, would exceed the fair value of the company assets. Furthermore, if a member receives a return on any part of his contribution, the Act makes the member liable, under certain circumstances, to the company for such returned contribution.

Section 4.10 Business Transactions With the Company Any member or manager may lend money to, act as surety for, and transact business with the company and has the same rights and obligations with respect thereto as a person who is not a member or manager; except this Section shall not be construed to relieve a manager from any of his or her duties as specified above.

Section 4.11 Company Property. Real and personal property owed or purchased by the company shall be held and owned in the company name.

Section 4.12 Indemnification. The company shall indemnify to the extent allowed by the Act, against liability incurred in any proceeding an individual made a party to the proceeding because he or she is or was a manager.

Section 4.13 Fiscal Year. The fiscal year of the corporation shall be the calendar year.

ARTICLE 5 - DISSOLUTION

Section 5.1 Events Causing Dissolution. The company shall be dissolved upon the occurrence of any of the following events:

- (a) When the period fixed in the Articles of Organization for the duration of the company expires;
- (b) By the unanimous written agreement of the members; or
- (c) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or the occurrence of any other event which terminates the continued membership of a member in the company, unless there are at least two remaining members and the business of the company is continued by the written consent of all the remaining members within ninety (90) days after the termination.

Section 5.2 Effect of Dissolution. As soon as possible following the occurrence of any event causing the dissolution of the company, managers shall execute a statement of intent to dissolve and file it with the Nevada Secretary of State. The filing of the statement shall not affect the limited liability of members. Upon such filing, the company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until the articles of dissolution have been filed with the Nevada Secretary of State.

Any series under this Master limited liability company shall have the power to own, encumber, convey and otherwise manage real property owned in the series' name. In addition, each series limited liability company shall have all the rights, powers and duties given to any regular limited liability company set up under Nevada Revised Statutes Chapter 86.

This Operating Agreement is signed by each initial member effective on this 23rd day of October, 2009.

MEMBER:



NHU THI TRAN

EXHIBIT “L”

EXHIBIT “L”

ASSIGNMENT OF INTEREST

For valuable consideration, the receipt of which is acknowledged, the undersigned hereby assigns ten percent (10%) of her membership interest in TRAN ENTERPRISES, LLC, a Nevada Limited Liability Company, to CHARLIE LAM.

This Assignment of Interest is effective only upon presentation to CHARLIE LAM from my attorney, P. STERLING KERR, ESQ.

DATED this 2nd ^{December} day of ~~November~~, 2009.

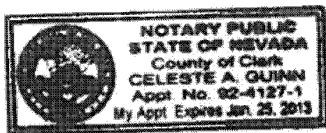
TRAN ENTERPRISES, LLC

By: 
NHU THI TRAN,

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On the 2nd ^{December} day of ~~November~~, 2009, personally appeared before me, a Notary Public in and for said county and state, NHU THI TRAN, know to me to be the person described above and who acknowledged to me that she executed the foregoing Assignment freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.




NOTARY PUBLIC

EXHIBIT “M”

EXHIBIT “M”

Bruce A. Markell

Honorable Bruce A. Markell
United States Bankruptcy Judge



Entered on Docket
June 06, 2012

Lars K. Evensen, Esq.
Nevada Bar No. 8061
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Phone: (702) 669-4600

Attorneys for Town & Country Bank

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

In re: TRAN ENTERPRISES, LLC,
Debtor.

CASE NO.: BK-S-11-24063-BAM
Chapter 11

**ORDER CONFIRMING
PLAN OF REORGANIZATION**

Hearing Date: April 23, 2012
Hearing Time: 2:00 P.M.

On April 23, 2012, the Court held a confirmation hearing under 11 U.S.C. §1128 regarding creditor Town & Country Bank's ("T&C") proposed Plan of Reorganization (the "Plan", Doc #39 and as amended Doc #73). Appearing on behalf of the Debtor was David Riggi, Esq. and on behalf of T&C was Lars Evensen, Esq.,

THIS COURT, under Fed. R. Civ. P. 52(a), Fed R. Bank. P. 7052, and Fed R. Bank. P. 9014, made specific findings of fact and conclusions of law as detailed on the record, which is incorporated herein to this Order by reference, after having considered the papers and pleadings on file, the evidence present at the hearing, and the argument of Counsel,

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CERTIFICATION OF COUNSEL ON ALTERNATIVE METHOD re: RULE 9021:

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

_____ The court has waived the requirement set forth in LR 9021(b)(1).

_____ No party appeared at the hearing or filed an objection to the motion.

_____ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the Order.

_____xx I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:

###

	APPROVED	DISAPPROVED	NO RESPONSE
David A. Riggi, Esq.			xx

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

/s/ Lars K. Evensen

Lars K. Evensen, Esq. 8061

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EXHIBIT 1

E-Filed on April 24, 2012

1 Justin Jones, Esq.
Nevada Bar No. 8519
2 Lars K. Evensen, Esq.
Nevada Bar No. 8061
3 **HOLLAND & HART LLP**
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4 Las Vegas, NV 89134
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5 *Attorneys for Town & Country Bank*

6
7 **UNITED STATES BANKRUPTCY COURT**
8 **FOR THE DISTRICT OF NEVADA**

9 In re: TRAN ENTERPRISES, LLC,
10 Debtor.

CASE NO.: BK-S-11-24063-BAM
Chapter 11

CONFIRMED

PLAN OF REORGANIZATION

Hearing Date: April 23, 2012

Hearing Time: 2:00 p.m.

15 Town & Country Bank ("T&C") hereby proposes the following plan of reorganization
16 under Section 1121 of Title 11 of the United States Code. This Plan of Reorganization under
17 Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. proposes to pay the
18 creditors of Tran Enterprises, LLC in full. This Plan contains information regarding the
19 treatment of creditors. You should read this and the Disclosure Statement carefully and discuss
20 them with your attorney. If you do not have an attorney, you may wish to consult one.

21 **ARTICLE I**

22 **DEFINITIONS AND CONSTRUCTION OF TERMS**

23
24 For purposes of this Plan, the following terms shall have the meanings set forth below. A
25 term used but not defined herein, which is also used in the Bankruptcy Code, shall have the
26 meaning ascribed to that term in the Bankruptcy Code. Wherever from the context it appears
27 appropriate, each term stated shall include both the singular and the plural, and pronouns shall
28 include the masculine, feminine and neuter, regardless of how stated. The words "herein,"

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1 "hereof," "hereto," "hereunder" and other words of similar import refer to the Plan as a whole
2 and not to any particular Section, sub-Section or clause contained in the Plan. The rules of
3 construction contained in Section 102 of the Bankruptcy Code shall apply to the terms of this
4 Plan. The headings in the Plan are for convenience of reference only and shall not limit or
5 otherwise affect the provisions hereof.

6 "Administrative Bar Date" shall mean 25-days after the entry of the confirmation order.

7 "Administrative Expense Claim" shall mean a Claim that is Allowed under Section
8 503(b) of the Bankruptcy Code and that is entitled to priority under Section 507(a)(1) of the
9 Bankruptcy Code, including, without limitation,
10

11 (a) fees and expenses of Professionals Allowed pursuant to an Order of the
12 Bankruptcy Court, and

13 (b) all fees and charges assessed against the Estate pursuant to 28 USC. § 1930.

14 "Allowed" shall mean, with reference to any Claim:
15

16 (a) a Claim that has been listed by the Debtor in its Schedules and (i) is not listed as
17 disputed, contingent or unliquidated, and (ii) is not a Claim to which a proof of claim has been
18 filed;
19

20 (b) a Claim to which a timely proof of claim has been filed by the Bar Date and
21 either (i) no objection thereto, or application to estimate, equitably subordinate or otherwise
22 limit recovery, has been made on or before any applicable deadline, or (ii) if an objection
23 thereto, or application to estimate, equitably subordinate or otherwise limit recovery has been
24 interposed, the extent to which such Claim has been allowed (whether in whole or in part) by a
25 Final Order;
26

27 (c) a Claim arising from the recovery of property under Section 550 or 553 of the
28 Bankruptcy Code and allowed in accordance with Section 502(h) of the Bankruptcy Code; or

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1 (d) any Claim expressly allowed under this Plan or pursuant to the Confirmation
2 Order.

3 "Auction" shall mean the sale of the Debtor's asset(s) under Section 363 of the Bankruptcy
4 Code.

5 "Bankruptcy Case" shall mean the Debtor's case pending in the Bankruptcy Court under
6 Case Number 11-24063-BAM.

7 "Bankruptcy Code" shall mean Title 11 of the United States Code, as amended from time to
8 time, as applicable to the Bankruptcy Case.

9 "Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of
10 Nevada in which the Bankruptcy Case is pending and, to the extent of any reference under 28 USC
11 § 157, the unit of such District Court specified pursuant to 28 USC. § 151.

12 "Bankruptcy Rules" shall mean the Federal Rules of Bankruptcy Procedure as promulgated
13 under 28 USC. § 2075, and any local rules of the Bankruptcy Court.

14 "Bar Date" shall mean January 22, 2012 with respect to the last day to file a proof of claim
15 against the Estate.

16 "Business Day" shall mean any day other than a Saturday, Sunday or legal holiday
17 recognized in the State of Nevada.

18 "Cash" shall mean lawful currency of the United States of America (including wire
19 transfers, cashier's checks drawn on a bank insured by the Federal Deposit Insurance Corporation,
20 certified checks and money orders).

21 "Causes of Action" shall mean, without limitation, any and all actions, causes of action,
22 defenses, liabilities, obligations, rights, suits, debts, sums of money, damages, judgments, claims or
23 proceedings to recover money or property and demands of any nature whatsoever, whether known
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1 or unknown, in law, equity or otherwise, including, without limitation, avoidance actions under
2 Sections 544, 545, 546, 547, 548, and 549 of the Bankruptcy Code.

3 "Claim" shall mean a claim against a Person or its property as defined in Section 101(5) of the
4 Bankruptcy Code, including, without limitation, (i) any right to payment, whether or not such right is
5 reduced to judgment, and whether or not such right is liquidated, unliquidated, fixed, contingent,
6 matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) any right to
7 an equitable remedy for breach of performance, if such breach gives rise to a right to payment,
8 whether or not such right to an equitable remedy is reduced to judgment, or is fixed, contingent,
9 matured, unmatured, disputed, undisputed, secured or unsecured.

11 "Class" shall mean those classes designated in Article 3 of this Plan.

12 "Collateral" shall mean any property or interest in property of the Estate subject to a Lien to
13 secure the payment or performance of a Claim, which Lien is not subject to avoidance under the
14 Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

15 "Confirmation Date" shall mean the date on which the Clerk of the Bankruptcy Court enters
16 the Confirmation Order on the docket in the Bankruptcy Case.

17 "Confirmation Order" shall mean the order of the Bankruptcy Court confirming the Plan
18 pursuant to the provisions of the Bankruptcy Code, and any supplementary orders of the Bankruptcy
19 Court issued in furtherance of the Plan.

20 "Contingent or Unliquidated Claim" shall mean any Claim for which a proof of claim has
21 been filed with the Bankruptcy Court but which was not filed in a sum certain, or which has not
22 occurred and is dependent upon a future event that has not occurred or may never occur, and which
23 has not been Allowed.

24 "Debtor" shall mean Tran Enterprises, LLC.
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1 "Disbursing Agent" shall have the meaning ascribed to it under Section 6.3 of this Plan.

2 "Disclosure Statement" shall mean the disclosure statement relating to the Plan, including,
3 without limitation, all exhibits and schedules thereto, in the form approved by the Bankruptcy Court
4 pursuant to Section 1125 of the Bankruptcy Code.
5

6 "Disputed Claim" shall mean:

7 (a) if no proof of claim relating to a Claim has been filed, a claim that is listed in the
8 Schedules as unliquidated, disputed or contingent; or
9

10 (b) if a proof of claim relating to a Claim has been filed, a Claim as to which a timely
11 objection or request for estimation, or request to equitably subordinate or otherwise limit recovery in
12 accordance with the Bankruptcy Code and the Bankruptcy Rules, has been made, or which is
13 otherwise disputed by the Debtor in accordance with applicable law, which objection, request for
14 estimation, action to limit recovery or dispute has not been withdrawn or determined by Final Order;
15 or
16

17 (c) a Claim which is a Contingent or Unliquidated Claim.

18 "Disputed Claim Amount" shall mean the amount set forth in the proof of claim relating to a
19 Disputed Claim or an amount estimated pursuant to an order of the Bankruptcy Court in respect of a
20 Disputed Claim in accordance with Section 502(c) of the Bankruptcy Code.
21

22 "Distribution Record Date" shall mean the Confirmation Date.

23 "Effective Date" shall mean the date set forth in Section 7.1 of the Plan.
24

25 "Equity Interest" shall mean any member interest in the Debtor, and all options, warrants and
26 rights, contractual or otherwise, to acquire any such member interests, as such interests exist
27 immediately prior to the Effective Date.
28

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1 "Estate" shall mean the estate created in the Bankruptcy Case pursuant to Section 541 of the
2 Bankruptcy Code.

3 "Final Order" shall mean an order or judgment which has not been reversed, stayed, modified
4 or amended and as to which (i) the time to appeal or seek review or rehearing has expired and as to
5 which no appeal or petition for certiorari, review or rehearing is pending, or (ii) if appeal, review,
6 reargument or certiorari of the order has been sought, the order has been affirmed or the request for
7 review, reargument or certiorari has been denied and the time to seek a further appeal, review,
8 reargument or certiorari has expired, and as a result of which such order shall have become final and
9 nonappealable in accordance with applicable law; provided, however, that the possibility that a
10 motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under
11 the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a
12 Final Order.

13 "Interest" shall mean the legal rate or contractual rate a creditor is entitled to recover from the
14 Debtor for monies due and owing.

15 "Lien" shall have the meaning set forth in Section 101(37) of the Bankruptcy Code; except
16 that a Lien that has been avoided in accordance with Sections 544, 545, 546, 547, 548, 549 or 553 of
17 the Bankruptcy Code shall not constitute a Lien.

18 "Person" shall mean any individual, corporation, partnership, joint venture, association, joint-
19 stock company, trust, unincorporated association or organization, Governmental Unit or political
20 subdivision thereof.

21 "Petition Date" shall mean the day the Debtor filed its Petition for Chapter 11 reorganization
22 with the Bankruptcy Court.
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1 "Plan" shall mean this Plan of Reorganization, including, without limitation, the exhibits,
2 supplements, appendices and schedules hereto, either in their present form or as the same may be
3 altered, amended or modified from time to time.

4
5 "Priority Claims" shall mean any and all Claims (or portions thereof), if any, entitled to priority
6 under Section 507(a) of the Bankruptcy Code other than Administrative Expense Claims.

7 "Priority Tax Claims" shall mean any Claim of a Governmental Unit entitled to priority under
8 Section 507(a)(8) of the Bankruptcy Code.

9
10 "Property" shall mean any singular real property identified in its Assessor's Parcel Number
11 ("APN") owned or purportedly owned by the Debtor.

12 "Professionals" shall mean (i) those Persons employed pursuant to an order of the Bankruptcy
13 Court in accordance with Sections 327 or 1103 of the Bankruptcy Code and to be compensated for
14 services pursuant to Sections 327, 328, 329, 330 and 331 of the Bankruptcy Code, or (ii) those Persons
15 for which compensation and reimbursement is allowed by the Bankruptcy Court pursuant to Section
16 503(b)(4) of the Bankruptcy Code.

17
18 "Reorganized Debtor" shall mean the Debtor, as reorganized after the Effective Date pursuant to
19 the terms of this Plan.

20
21 "Schedules" shall mean the schedules of assets and liabilities, the list of holders of interests and
22 the statements of financial affairs filed by the Debtor under Section 521 of the Bankruptcy Code and
23 Bankruptcy Rule 1007, as such schedules, lists and statements have been or may be supplemented or
24 amended from time to time.

25
26 "Secured Claim" shall mean any Claim that is secured by a Lien on Collateral to the extent of
27 the value of such Collateral, as determined in accordance with Section 506(a) of the Bankruptcy Code,
28

1 or, in the event that such Claim is a claim of setoff under Section 553 of the Bankruptcy Code, to the
2 extent of such setoff.

3 "Unsecured Claim " shall mean a general unsecured Claim that is not a Secured Claim or that
4 is not entitled to priority of payment under Section 507 of the Bankruptcy Code
5

6
7 **ARTICLE 2**

8 **TREATMENT OF ALLOWED ADMINISTRATIVE EXPENSE CLAIMS AND ALLOWED
9 PRIORITY TAX CLAIMS**

10 **2.1 Non-Classification**

11 As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and
12 Priority Tax Claims are not classified for the purposes of voting on, or receiving distributions under, the
13 Plan. All such Claims are instead treated separately in accordance with the terms in this Article II.

14 **A. Administrative Expenses**

15 Administrative expenses are costs or expenses of administering Debtor's Chapter 11 case, which
16 are allowed under Section 507(a) of the Bankruptcy Code. Administrative expenses also include the
17 value of goods and services. On the Effective Date of the Plan, the Debtor shall hold in reserve \$50,000
18 to pay Administrative Expense Claims, as the estimated amount of Administrative Expenses is less than
19 \$50,000. The Administrative Bar Date is before the Effective Date of the Plan. If Administrative
20 Expense Claims are filed, which have an aggregate amount in excess of \$50,000, the reserved shall be
21 increased to the aggregate amount. From this reserve, the following Administrative Expenses shall be
22 paid:
23

24
25 All fees required by 28 U.S.C. §1930 will accrue and be timely paid. Any U.S. Trustee fees
26 owed on or before the Effective Date of this Plan will be paid on the Effective Date. The United States
27 Bankruptcy Court, District of Nevada shall retain jurisdiction of this case in order to resolve any
28

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1 issues regarding U.S. Trustee quarterly fees. The reorganized debtor shall comply with the post-
2 confirmation reporting requirements. Additionally, the reorganized debtor shall file post-
3 confirmation quarterly operating reports as required by the U.S. Trustee Guidelines.

4
5 Otherwise, Administrative expenses will be paid in full in cash on the later of: (i) the date such
6 Allowed Administrative Expense Claim becomes allowed and due in accordance with its terms,
7 including by Order of the Court, or (ii) the Effective Date.

8 Holders of Administrative expense claims may agree to a different treatment under the Plan.

9 Each Professional shall file a final application for the allowance of compensation for services
10 rendered or reimbursement of expenses incurred through the Administrative Bar Date. Any award
11 granted by the Bankruptcy Court shall be immediately paid.

12 After payment of said Administrative Expenses, in the event the reserve is not expended, the
13 Debtor shall use said money to pay other claims, either classified or non-classified, such that the
14 remainder in the Debtor's operating fund thereafter is \$20,000.

15 All fees and expenses of Professionals for services rendered after the Administrative Bar Date
16 in connection with the Bankruptcy Case and the Plan shall be paid by the Debtor upon receipt of
17 reasonably detailed invoices therefore in such amounts and on such terms as such Professional and the
18 Debtor may agree, without the need for further Bankruptcy Court authorization or entry of a Final
19 Order.
20

21
22 **B. Priority Tax Claims**

23 Priority tax claims includes taxes described in Section 507(a)(8) of the Bankruptcy Code. In
24 this matter, Clark County, Nevada has a priority tax claim. Clark County filed a proof of claim, Claim
25 #1-1 in the amount of \$184,085.92, plus interest, if applicable.

26 Clark County, Nevada will be paid in full in cash on the later of the (i) Effective Date or, (ii) the
27 date that such Priority Claim would have been due if the Bankruptcy Case had not been commenced, in
28 an amount equal to the amount of the allowed claim.

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ARTICLE 3

CLASSIFIED CLAIMS

The categories of Claims listed below classify claims for all purposes, including, without limitation, voting, confirmation and distribution pursuant to this Plan and Sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a claim to be classified in a particular Class only to the extent that the claim qualifies within the description of that Class and the claim shall be deemed classified in a different Class to the extent that any remainder of such claim qualifies within the description of such different Class. A claim is in a particular Class only to the extent that any such claim is allowed in that Class and has not been paid or otherwise settled prior to the Effective Date of the Plan as set forth herein.

Claims, other than Administrative Expense Claims and Priority Tax Claims, shall be classified for all purposes, including voting on, confirmation of, and distribution pursuant to the Plan, as follows:

Class 1 – Nevada Energy. Class 1 shall consist of Nevada Energy’s Secured Claim, secured by Assessor’s Parcel Number 161-28-401-009.

Class 2 – Class 2 shall consist of Marquis Aurbach Coffing’s Secure Claim, secured by Assessor’s Parcel Number 176-13-501-030.

Class 3 – Class 3 shall consist of Marquis Aurbach Coffing’s Unsecured Claim.

Class 4 – Class 4 shall consist of T&C’s Unsecured Claim.

Class 5 – Class 5 shall consist of all other general Unsecured Creditor’s Claim(s).

Class 6 – Class 6 shall consist of Equity Interest Holders of the Debtor.

ARTICLE 4

TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

The Bar Date for filing proof of claim expired on January 22, 2012, 90-days after the October 24, 2011 initial 341-Meeting of Creditors. The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan.

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1. Secured Creditor Nevada Energy – Class 1 - Unimpaired.

Description: The Debtor has listed Nevada Energy as a Secured Creditor holding a secured claim in the amount of \$38,000 in connection with certain real property, Assessor's Parcel Number 161-28-401-009, which the Debtor values at \$1,278,000.00. However, according to the Clark County Assessor, Ms. Tran, and not the Debtor, owns said parcel. If Assessor's Parcel Number ("APN") 161-28-401-009 is not the Debtor's property and is not the property of the estate, then no payment will be made to Nevada Energy under the Plan. If APN 161-28-401-009 is not property of the estate, Nevada Energy has no claim against the Debtor. Or if Assessor's Parcel Number ("APN") 161-28-401-009 is the Debtor's property and is the property of the estate, then Nevada Energy will be paid in full in Cash on the later of: (1) the Effective Date, or (2) upon entry of an order allowing said claim, in an amount equal to the amount of the allowed Secured Claim, which is estimated to be \$38,000.

Insider: No

Impairment and Voting: Nevada Energy is not impaired under either condition above. Consequently, Nevada Energy is not entitled to vote and is deemed to have accepted the Plan.

Treatment: The Debtor has listed Nevada Energy as a Secured Creditor holding a secured claim in the amount of \$38,000 in connection with certain real property, Assessor's Parcel Number 161-28-401-009, which the Debtor values at \$1,278,000.00. Based on this information, Nevada Energy is over-secured, and has no unsecured claim. Presuming Nevada Energy is a creditor, Nevada Energy will be paid in full, the amount owed, including interest, in cash on the later of: (1) the Effective Date, or (2) upon entry of an order allowing said claim, in an amount equal to the amount of the allowed Secured Claim, which is estimated to be \$38,000. If Nevada Energy is not a creditor, it will receive nothing under the Plan.

2. Secured Creditor Marquis Aurbach Coffing – Class 2 - Unimpaired.

Description: Marquis Aurbach Coffing ("MAC") provided legal services to the Debtor. The payment of those services is secured by certain real property, Assessor's Parcel Number ("APN") 176-13-501-030, via a deed of trust. MAC is owed \$102,337.62 plus accrued interest at a rate of 12-percent per annum.

Insider: No

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1 Impairment and Voting: MAC, under Class 2, is not impaired under this Plan. Consequently,
 2 MAC is not entitled to vote and is deemed to have accepted the Plan.

3 Treatment: The debt owed MAC is secured by certain real property, via a deed of trust. MAC
 4 will be paid up to \$130,000 - \$102,337.62 plus accrued interest - in Cash the amount owed, on the later
 5 of: (1) the Effective Date or (2) upon entry of an order allowing said claim, in an amount equal to the
 6 amount of the allowed secured Claim. Upon receipt of payment, MAC will execute and deliver a
 7 reconveyance of the Deed of Trust to the Debtor for APN 176-13-501-030.

8 Though not expected, should MAC's claim exceed \$130,000, the deficiency is classified as a
 9 general unsecured claim in Class 3, which is addressed below.

10 **3. Unsecured Creditor Marquis Aurbach Coffing – Class 3 – Unimpaired.**

11 Description: In the event, MAC's claim exceeds \$130,000, the deficiency is classified as a
 12 general unsecured claim. MAC is entitled under this class to its total allowable claims, less the
 13 \$130,000 paid under Class 2.

14 Insider: No

15 Impairment and Voting: MAC, under Class 3, is not impaired under this Plan. Consequently,
 16 MAC is not entitled to vote and is deemed to have accepted the Plan.

17 Treatment: Because interest continues to accrue on the Note between the Debtor and MAC, it is
 18 uncertain if MAC's security interest in the property identified in Class 2, is fully secured. In the event,
 19 on the Effective Date, MAC is owed in excess of \$130,000, then MAC will be paid in cash the amount
 20 owed, including interest, on the later of: (1) the Effective Date or (2) upon entry of an order allowing
 21 said claim, in an amount equal to the amount of the allowed claim, less payment of the \$130,000 under
 22 Class 2.

23 **4. Unsecured Creditor Town & Country Bank – Class 4 – Impaired.**

24 Description: T&C asserted a cause of action for fraudulent transfer against the Debtor in State
 25 Court. The premise of T&C's claim is that Ms. Tran fraudulently transferred several properties to the
 26 Debtor without consideration, to hinder and delay T&C's efforts to collect on a deficiency claim in the
 27 amount of \$1,831,089.39 plus interest at 16%-per anum and all attorney fees and costs incurred in
 28 pursuing collection on its claims. On or about April 2, 2012, the State Court conducted a bench trial

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1 regarding T&C's claims against the Defendants, including the Debtor. The Court Ordered that
 2 Judgment be entered in favor of T&C and against the Debtor and the other defendants.

3 Insider: No

4 Impairment and Voting: T&C, under Class 4, is impaired under this Plan, as payment is
 5 delayed. Consequently, T&C is entitled to vote to accept or reject the Plan.

6 Treatment: T&C will be paid the full amount of its claim including interest, likely, in multiple
 7 installments. T&C may record its judgment against the Debtor. Upon payment in full, T&C shall
 8 convey to the Debtor a satisfaction of judgment.

9 (a) Under the first installment, T&C will be paid all cash on hand, less payments made or to be
 10 made to: (1) the non-classified claims, (2) Classes 1, 2, 3 and 5, and (3) \$20,000 left for the operating
 11 account for the Debtor. The first installment cash payment will be made on the later of: (1) the
 12 Effective Date, or (2) upon entry of an order allowing said claim.

13 (b) Under subsequent installment(s), T&C will be paid the proceeds of each sale of the Debtor's
 14 properties - less the cost of the sale and fees and costs incurred by the Disbursing Agent, other than the
 15 costs incurred directly by the Debtor or Debtor insiders and affiliates - until T&C's claim is paid in full,
 16 including interest on the remainder amount owed.

17 11 USC §363 Auction of Properties:

18 The purpose of this section is to provide a framework under which, the Debtor's real and
 19 personal property may be sold by auction. Under the Plan, the Debtor, T&C, or any Qualified
 20 Competing Bidder, may respectfully move this Court, in a motion to sale, pursuant to 11 U.S.C. §§
 21 105(a), 363(b) and 363(f), and Fed. R. Bankr. P. 2002(a)(2), 6004, and 6006, for entry of order(s):

22 a. authorizing and approving the sale of any personal or real property owned by the Debtor, as
 23 specifically identified by the movant. The property to be sold may be a singular piece or
 24 multiple pieces as determined by the movant. Said property will be sold free and clear of all
 25 liens, claims and interests (collectively, "Interests") pursuant to the to Section 363 of Title 11 of
 26 the United States Code (the "Bankruptcy Code") [11 U.S.C. § 363], to a qualified bidder who
 27 makes the highest and best offer for the property (a "Successful Bidder", which term, to the
 28 extent required, shall include T&C by credit bid);

b. approving the Bidding Procedures; and

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c. approving the form and manner of notice of the proposed sale and Bidding Procedures, in a Notice of Sale at the time of hearing.

The bidding procedures shall include and require:

a. To be a Qualified Competing Bid, such bid must:

- i. be in writing and irrevocable and provide that if it is not the winning bid, it may be accepted nonetheless if the Successful Bidder fails timely to close;
- ii. be received by Seller no later than the Bid Deadline set forth in the Notice of Sale, and served on the Parties in the manner set forth in the Notice of Sale;
- iii. include a signed short form purchase and sale agreement (the "Bidder's Purchase Agreement");
- iv. be for no less than \$25,000.00 the each property in cash in U.S. Dollars and assume all closing costs, including the premium for an owner's policy of title insurance on the Property;
- v. be accompanied by an earnest money deposit equal to no less than \$5,000 for the each property, such deposit to be either in the form of a certified bank check or a wire transfer to the Debtor to be held in escrow by First American Title Company, 2490 Paseo Verde Parkway, Suite 100, Henderson, Nevada, 89074;
- vi. not be conditioned upon any contingencies, such as (without limitation) any due diligence investigation, the receipt of financing, or any board of directors, shareholders or other entity approval;
- vii. include evidence of the bidder's financial wherewithal to consummate the purchase;
- viii. not request or entitle the bidder to any transaction or break-up fee, expense reimbursement or similar type of payment; and
- ix. otherwise comply with the Bidding Procedures set forth in the Notice of Sale.

b. If at least one Qualified Bid is received prior to the Bid Deadline, that the Court hold an "open cry" auction on the date and time and in the location set forth in the Notice of Sale. If no Qualified Bid is received, the Property may be sold free and clear of Interests to T&C in consideration of a credit bid. Any credit bid by T&C shall be inclusive of the \$5,000 earnest money deposit. For example, if the credit bid is \$75,000 for a property, the Debtor shall retain the \$5,000 earnest money deposit and the Debtor shall receive a \$70,000 credit in exchange for the property, for a total of \$75,000.

Disbursing Agent must provide escrow instructions directing the proceeds of the sale, less the cost of sells, as approved by the Bankruptcy Court, are to be paid in the order of priority of secured

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1 claims with the remainder paid to T&C, until T&C's Claim has been paid and full. After T&C has been
 2 paid in full, the remainder, if any, shall be paid to the Debtor.

3 Unless the Court orders otherwise, service of the motion to sale shall be made on the Debtor,
 4 Debtor's Counsel, T&C, the Office of the U.S. Trustee, and all parties who are known to the Debtor,
 5 or scheduled by the Debtor, to claim interest in or liens on the Property and all parties having filed
 6 notices of appearance pursuant to Fed. R. Bankr. P. 2002. Service of the Notice of Sale, shall be
 7 served upon all of the foregoing entities; all parties who are known to the Debtor, or as listed by the
 8 Debtor, to claim interests in or liens on the Property; all governmental units, including taxing
 9 authorities who have, or as a result of the sale of the Property may have, claims, contingent or
 10 otherwise, against the Debtor in connection with the Debtor's ownership of the Property; all
 11 creditors; and all entities that have expressed to the Parties an interest in purchasing the Property.

12 Sale of Properties in the Normal Course:

13 The Debtor may sell its properties in the normal course, for no less than the appraised value at
 14 the time of the sell. However, until all T&C has been paid in full, the Debtor shall timely notify the
 15 Disbursing Agent of any and all terms of any sell and the Disbursing Agent shall establish all escrow
 16 accounts at First American Title Company, 2490 Paseo Verde Parkway, Suite 100, Henderson,
 17 Nevada, 89074. Disbursing Agent must provide escrow instructions directing the proceeds of the sale,
 18 less the cost of sales, as approved by the Bankruptcy Court, be paid in the order of priority of secured
 19 claims with the remainder paid to T&C, until T&C's Claim has been paid and full, and then the
 20 remainder, if any, to be paid to the Debtor. At the time of payment to T&C, T&C shall provide a
 21 release of its judicial lien.

22 The Debtor shall not transfer any property by any means other than the aforementioned auction
 23 or sale without notice, hearing, and an order of the Bankruptcy Court.

24 T&C shall rebate to the Debtor any overpayment received from the Debtor, if T&C's Claim
 25 amount is modified by a Final Judgment in the State Court proceeding of *Town & Country Bank v.*
 26 *Nhu Thi Tran, et. al.* District Court, Clark County Nevada Case No. A598646
 27
 28

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5. General Unsecured Creditors – Class 5 - Unimpaired

Description: To date there are no known general unsecured creditors and none are listed by the Debtor in its schedules. However, in the event a general unsecured creditor timely files a proof of claim, it is under this classification, that claim would be addressed.

Impairment and Voting: General Unsecured Creditors, under Class 5, are not impaired under this Plan. Consequently, General Unsecured Creditors are not entitled to vote and is deemed to have accepted the Plan.

Treatment: The general unsecured creditor, who file proofs of claim before the January 22, 2012 bar date will be paid in cash in full, including interest, on the later of: (1) the Effective Date, or (2) upon entry of an order allowing said claim. The general unsecured creditors who do not file proofs of claim before the January 22, 2012 bar date will not be paid and said claims will be discharged upon confirmation of the Plan.

6. Equity Interest Holders – Class 6- Unimpaired

Description: Ms. Tran is the sole member of Tran Enterprises, LLC

Insider: Yes

Impairment. Class 6 is unimpaired under the Plan. Each holder of an Equity Interest in the Debtor is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

Distributions: Each record holder of Equity Interest in the Debtor shall retain its interest in the Debtor, as the Reorganized Debtor. The Debtor shall not make distributions to the holders of Equity Interests, provided, however, that the Debtor shall reimburse such holders for any income tax liabilities which directly relate to income generated by the Reorganized Debtor.

Contribution. In consideration of the treatment provided in this Plan, holders of Equity Interests in the Debtor shall be required to provide services necessary to oversee the management of the Property and implement the Plan, including fully cooperating in the Sale of Properties in furtherance of the Plan.

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ARTICLE 5

COMPROMISE AND SETTLEMENT

5.1 Compromise and Settlement

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all claims and their respective distributions and treatments hereunder, takes into account the relative priority and rights of the claims and the equity interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, Section 510 (b) and (c) of the Bankruptcy Code or otherwise. Pursuant to either the Debtor's payment in full of claims or the surrendering of the collateral related thereto contained in the Plan, as of the Effective Date of the Plan, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, Sections 510(b) and (c) of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all allowed claims and their respective distributions and treatments hereunder are settled, compromised, terminated and released pursuant hereto.

ARTICLE 6

MEANS OF EXECUTION OF THE PLAN

6.1 Means of Effectuating the Plan

The Debtor has approximately \$1.6-Million cash on hand, held in an interest bearing escrow account. On or about the Effective Date of the Plan, or the allowance of disputed claims, the Debtor will have to pay these several claims. The total of those several claims, excluding payment to T&C, is estimated to be substantially less than the total cash on hand. A calculable sum of the remaining cash on hand is to be paid to T&C. Therefore, the Debtor has sufficient funds to substantially consummate the Plan. Thereafter, the Debtor has substantial real-estate holdings which can be liquidated to pay the remainder of T&C's claim.

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6.2 Post-Confirmation Management

Ms. Tran and Mr. Lam will continue to manage the affairs of the Debtor following confirmation of the Plan, excluding management of the actions of the Disbursing Agent as provided for under the Plan. The management of the reorganized Debtor shall cooperate in good faith with the Disbursing Agent and take all necessary actions to carry out timely the requirements of the Plan. The Debtor will continue to exist after confirmation of the Plan as a separate limited liability company, with all the powers of a limited liability company pursuant to Nevada law and the Debtor formation documents, except to the extent said documents must be modified to conform with the Plan. Any such amendment is deemed authorized pursuant hereto, without need for any other approvals, authorizations, or consents.

6.3 Disbursing Agent

The Disbursing Agent shall be Randon Hansen, Esq. The Disbursing Agent shall take all necessary actions and make all distributions provided for under the Plan, including but not limited to directing payment to be made from any escrow or escrow account. Disbursing Agent may seek relief from the Bankruptcy Court, following notice and hearing, to compel the Debtor to perform in accordance with the terms of the Plan.

The Disbursing Agent shall serve without bond, shall upon the Effective Date receive a retainer of \$5,000 from the Debtor to assure payment of fees and costs, and shall be compensated at a rate of \$375.00/hour plus direct costs, including costs of professionals, within 30-days of receipt of a reasonably detailed invoice. Upon payment of the final invoice in conjunction with the issuance of the Final Decree, the Disbursing Agent shall return the unused portion of the retainer.

The Bankruptcy Court shall retain jurisdiction over any dispute regarding compensation to the Disbursing Agent or controversies arising out the Disbursing Agent's disbursements. The Disbursing Agent's total compensation is subject to review and modification by the Bankruptcy Court for reasonability of the hourly fees incurred in performing said duties.

6.4 Method of Plan Payment

On or about the Effective Date of the Plan, Disbursing Agent shall pay the claims of its creditors in the ordinary course. Except as otherwise provided in the Plan, on the Effective Date the Disbursing Agent shall begin making distributions in accordance with the Plan. Except as otherwise

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1 provided in the Plan, or upon the entry of a final, non-appealable order of the Bankruptcy Court, or
2 as agreed to by the relevant parties, distributions under the Plan on account of a disputed claim that
3 becomes an allowed claim after the Effective Date of the Plan shall be paid by the Debtor or the
4 Disbursing Agent, but no less than seven (7) days after such claim becomes an allowed claim.

5 Notwithstanding anything in the Plan to the contrary, and except as otherwise agreed to by
6 the relevant parties, no partial payments and no partial distributions shall be made with respect to a
7 disputed claim until all such disputes in connection with such disputed claim have been resolved by
8 settlement among the parties or a final order of the Bankruptcy Court. In the event that there are
9 disputed claims requiring adjudication and resolution, the Disbursing Agent, as applicable, shall
10 establish appropriate reserves for potential payment of such claims. Notwithstanding anything
11 herein to the contrary, the Distribution Agent shall not be required to make distributions or
12 payments of less than \$10 and shall not be required to make partial distributions or payments of
13 fractions of dollars. Whenever any payment or distribution of a fraction of a dollar under the Plan
14 would otherwise be called for, the actual payment or distribution will reflect a rounding of such
15 fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

16 In no event, however, shall the Disbursement Agent, be held liable for any failures of the
17 Debtor to make any of its payments required under the Plan. If any holders of allowed claims
18 against the Debtor's estate fail to receive payment in accordance with the Plan, the Bankruptcy
19 Court shall retain jurisdiction to hear and determine all matters related to the implementation of this
20 Plan and the payments required hereunder. The Disbursing Agent shall be authorized to retain, and
21 the Debtor shall pay for, attorneys, if necessary, to object to proofs of claim, pay administrative
22 expenses and collect a reasonable fee for administering the Debtor's post-confirmation estate from
23 the Debtor's plan payments.

ARTICLE 7**EFFECT OF CONFIRMATION OF PLAN****7.1 Effective Date of Plan**

The effective date of this Plan is the thirty-fifth (35) day following the date of the entry of the confirmation order (the "Effective Date"). But if a stay of the confirmation order is in effect on that date, the Effective Date will be the first (1st) day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

7.2 Revesting of Property

Except as otherwise provided in this Plan, the Reorganized Debtor, as of the Effective Date, shall be vested with all of the assets of the Estate.

7.3 Discharge

This Plan provides that upon confirmation of the Plan, Debtor shall be discharged of liability for payment of debts incurred before confirmation of the Plan to the extent specified in Section 1141 of the Bankruptcy Code. Thus, upon confirmation, the Debtor and all property dealt with in the Plan shall be free and clear of all such claims and liabilities, including without limitation, liens, security interests, and any and all other encumbrances. However, the discharge will not discharge any liability imposed by the Plan.

7.4 Modification of the Plan

T&C may modify the Plan at any time before confirmation of the Plan. The Court, however, may require a new Disclosure Statement and/or re-voting on the Plan.

The Debtor may seek to modify the Plan at any time after confirmation only, if: (1) the Plan has not been substantially consummated, and (2) the Court authorizes the proposed modifications after notice and a hearing.

Upon request of the Debtor, Disbursing Agent, or the Plan Proponent, the Plan may be modified at any time after confirmation of the Plan, but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution

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1 to creditor whose claim is provided for by the Plan to the extent necessary to take on accounting of
 2 any payment of a claim made other than under the Plan.

3 Effective as of the date hereof and subject to the limitations and rights contained in the Plan:
 4 (a) T&C reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to
 5 amend or modify the Plan prior to the entry of the confirmation order in accordance with Section
 6 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in
 7 the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan;
 8 provided, however, that any modification to the Plan shall not affect the rights or treatment of
 9 holders of general unsecured claims.

10 **7.5 Post-Confirmation Status Report**

11 Until the entry of the final decree, Disbursing Agent shall file with the clerk, not later than
 12 twenty (20) days after the end of the calendar quarter which occurs after the entry of this order, and
 13 every six (6) months thereafter, a report of the action taken by the reorganized Debtor and the
 14 progress made toward consummation of the confirmed Plan. Said report shall include, at a
 15 minimum, the following information: (1) a schedule of any personal property costing more than
 16 \$5,000.00 and any real property acquired, sold or disposed of since confirmation of the Plan and the
 17 price paid for each; (2) a schedule listing each debt, the total amount required to be paid under the
 18 Plan, the amount required to be paid to date, the amount actually paid to date, and the amount
 19 unpaid; (3) a schedule of executory contracts entered into after confirmation of the Plan; (4) a
 20 statement listing each post-petition tax (i.e., income, payroll, property, sales), and payee and the
 21 amount actually paid; and (5) the progress toward completion of the confirmed plan and a list and
 22 status of any pending adversary proceedings or motion and resolution expected; and (6) a statement
 23 regarding the status of payment of both pre-confirmation and post-confirmation U.S. Trustee
 24 quarterly fees.

25 The Disbursing Agent shall file further progress reports not later than six (6) months after
 26 the initial progress report is due and every six (6) months thereafter, until the estate is fully
 27 administered. A copy of the initial and subsequent progress reports shall be filed concurrently with
 28 the Office of the U.S. Trustee.

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1 **7.5 Final Decree**

2 Once the Estate has been fully administered, the Disbursing Agent, or such other party as
3 the Court shall designate in the Plan confirmation order, shall file a motion with the Court to obtain
4 a final decree to close the case. Alternatively, the Court may enter such a final decree on its own
5 motion.

6 **7.6 Causes of Action**

7 The Debtor retains its right to all causes of action.

8 **7.7 Non-Debtor Parties**

9 Confirmation of this Plan in no way modifies the obligations of non-Debtor parties unless
10 specifically stated in the Plan.

11
12 **ARTICLE 8**

13 **GENERAL PROVISIONS**

14 **8.1 Retention of Jurisdiction.**

15 After the Effective Date, the Bankruptcy Court shall have exclusive jurisdiction of the following
16 specified matters arising out of, and related to, the Bankruptcy Cases and the Plan pursuant to, and for
17 the purposes of, Sections 105(a) and 1142 of the Bankruptcy Code:

18 (a) to hear and determine any and all objections to the allowance of any Claims or any
19 controversies as to the classification of any Claims or estimate any Disputed Claim;

20 (b) to hear and determine any and all applications by Professionals for compensation
21 and reimbursement of expenses as wells as disputes regarding compensation to and disbursements
22 made by the Disbursing Agent;

23 (c) to hear and determine any and all pending applications for the rejection or
24 assumption of executory contracts and unexpired leases, and fix and allow any Claims resulting
25 therefrom;

26 (d) to enforce the provisions of the Plan subject to the terms thereof;

27

28

1 (e) to correct any defect, cure any omission, or reconcile any inconsistency in the Plan
2 or in the Confirmation Order as may be necessary to carry out the purpose and the intent of the
3 Plan;

4 (f) to determine any Claim or liability to a Governmental Unit which may be asserted as
5 a result of the transactions contemplated herein;

6 (g) to hear and determine matters concerning state, local, and federal taxes in
7 accordance with Sections 346, 505 and 1146 of the Bankruptcy Code;

8 (h) to determine such other matters as may be provided for in the Confirmation Order;
9 and

10 g) to approve a sale of the property pursuant to 11 U.S.C. § 363.

11 **8.2 Injunction Relating to the Plan.**

12 As of the Effective Date, all persons are hereby permanently enjoined from commencing or
13 continuing, in any manner or in any place, any action or other proceeding, whether directly,
14 indirectly, derivatively or otherwise against the Debtor or its Estate, on account of, or respecting
15 any Claims, debts, rights, Causes of Action or liabilities discharged or treated pursuant to the Plan,
16 except to the extent expressly permitted under the Plan. Upon entry of the Confirmation Order, all
17 holders of Claims and Equity Interests and other parties in interest, along with their respective
18 present, future, or former employees, agents, officers, directors, or principals, shall be enjoined
19 from taking any actions to interfere with the implementation or consummation of the Plan.

20 **8.3 Default of Plan**

21 In the event of any default of the provisions of this Plan, a creditor or party in interest aggrieved by
22 such default may provide written notice to the Reorganized Debtor. The notice of default must describe
23 with specificity the nature of the default alleged and the steps required to cure such default. The
24 Reorganized Debtor shall have fourteen (14) days after receipt of notice of default to cure such default. If
25 the Reorganized Debtor does not cure such default within fourteen (14) days after receipt of a notice of
26 default, then a creditor or party in interest aggrieved by such default may apply to the Bankruptcy Court to
27 compel compliance with the applicable provisions of the Plan. The Bankruptcy Court, after notice and a
28 hearing, shall determine whether a default occurred, and if a default occurred, whether such default has

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1 been cured. Upon finding a material default, the Bankruptcy Court may issue such orders as may be
 2 appropriate, including an order compelling compliance with the pertinent provisions of the Plan.

3 **8.4 Certificate of Incorporation and Bylaws**

4 The articles of organization and bylaws (or other formation documents) of the Debtor shall
 5 be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy
 6 Code or as otherwise required by, and in a form reasonably acceptable to, the Debtor.

7 On or as soon as reasonably practicable after confirmation of the Plan, the reorganized
 8 Debtor shall file a new certificate of organization with the Nevada Secretary of State, as required
 9 by Section 1123(a)(6) of the Bankruptcy Code.

10 **8.5 Revocation of the Plan**

11 T&C reserves the right to revoke or withdraw the Plan prior to the confirmation hearing and
 12 to file subsequent Chapter 11 plans. If T&C revokes or withdraws the Plan, or if confirmation does
 13 not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise
 14 embodied in the Plan, assumption or rejection of executory contracts or unexpired leases effected
 15 by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void
 16 except as may be set forth in a separate order entered by the Court; and (3) nothing contained in the
 17 Plan shall: (a) constitute a waiver or release of any claims by or against the Debtor or any other
 18 entity; (b) prejudice in any manner the rights of the Debtor or any other entity; or (c) constitute an
 19 admission, acknowledgement, offer or undertaking of any sort by the Debtor or any other entity.

20 **8.6 Successors and Assignees**

21 The rights, benefits and obligations of any entity named or referred to herein shall be
 22 binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or
 23 assignees of such entity.

24 **8.7 Reservation of Rights**

25 Except as expressly set forth in the Plan, the Plan shall have no force or effect until the
 26 Court enters the confirmation order. Neither the filing of the Plan, any statement or provision
 27 contained in the Disclosure Statement, nor the taking of any action by the Debtor, the Plan
 28 Proponent or any other entity with respect to the Plan shall be or shall be deemed to be an

1 admission or waiver of any rights of: (1) any Debtor with respect to the holders of claims or other
2 entity; or (2) any holder of a Claim or other entity prior to the Effective Date of the Plan.

3 **8.8 Further Assurances**

4 The Debtor, or the reorganized Debtor as applicable, all holders of claims receiving
5 distributions under the Plan, and all other entities shall, from time to time, prepare, execute and
6 deliver any agreements or documents and take any other actions as may be necessary or advisable
7 to effectuate the provisions and intent of the Plan or the Confirmation Order.

8 **8.9 Severability**

9 If, prior to confirmation of the Plan, any term or provision of the Plan is held by the Court to
10 be invalid, void or unenforceable, the Court shall have the power to alter and interpret such term or
11 provision to make it valid or enforceable to the maximum extent practicable, consistent with the
12 original purpose of the term or provision held to be invalid, void or unenforceable, and such term or
13 provision then will be applicable as altered or interpreted, provided, however, that any such
14 alteration or interpretation must be in form and substance reasonably acceptable to T&C and, to the
15 extent such alteration or interpretation affects the rights or treatment of holders of general
16 unsecured claims, such claim holder.

17 **8.10 Filing of Additional Documents**

18 On or before the Effective Date, the Debtor or the Plan Proponent may file with the Court
19 all agreements and other documents that may be necessary or appropriate to effectuate and further
20 evidence the terms and conditions hereof.

21 ///

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1 **8.11 Exemption from Certain Transfer Taxes**

2 Pursuant to Section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to
3 the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the
4 United States, and the confirmation order shall direct the appropriate state or local governmental
5 officials or agents to forgo the collection of any such tax or governmental assessment and to accept
6 for filing and recordation instruments or other documents pursuant to such transfers of property
7 without the payment of any such tax or governmental assessment.

8 DATED this 24th day of April 2012.

9
10 TOWN & COUNTRY BANK

11 By: _____
12 William T. Rogers, Sr., President

13 PREPARED AND SUBMITTED BY:

14 HOLLAND & HART LLP

15
16 Lars K. Evensen, Esq. 8061
17 9555 Hillwood Drive, 2nd Floor
18 Las Vegas, NV 89134
19 (702) 669-4600

20 *Attorneys for Town & Country Bank*
21
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EXHIBIT “N”

EXHIBIT “N”

REVOCATION OF POWER OF ATTORNEY AND ASSIGNMENT

The undersigned hereby revokes any and all General or Special Powers of Attorney to act as Trustee or in any other capacities and Assignments of right, title and interest, if any, previously granted to MARY V. KAUFMAN, an Individual and P. STERLING KERR, Esq. who represented myself in drafting the formation and creation, in TRAN ENTERPRISES, LLC., a Nevada Limited Liability Company and any Series LLC's thereunder, NT REVOCABLE LIVING TRUST, a Nevada Trust, NT LEGACY TRUST, a Nevada Trust, NHU TRAN FOUNDATION, INC., a Nevada Nonprofit Corporation.

This Revocable of Power of Attorney and Assignment is effective immediately upon my signature herein subscribed.

DATED this 14th day of September ~~August~~, 2013.



NHU THI TRAN

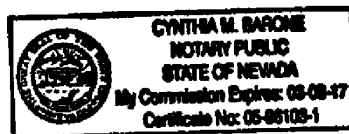
STATE OF NEVADA)

COUNTY OF CLARK)

ss:

On the 14th day of September ~~August~~, 2013, personally appeared before me, a Notary Public in and for said County and State, NHU THI TRAN, known to me to be the person described above and who acknowledged to me that SHE executed the foregoing Revocation freely and voluntarily.

WITNESS my hand and official seal.


NOTARY PUBLIC



1 **NOE**
2 J. MICHAEL OAKES, ESQ.
3 Nevada Bar No. 1999
4 FOLEY & OAKES, PC
5 626 So. 8th Street
6 Las Vegas, Nevada 89101
7 (702) 384-2070 - office
8 (702) 384-2128 - facsimile
9 mike@foleyoakes.com
10 *Attorneys for Plaintiffs*

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DISTRICT COURT

CLARK COUNTY, NEVADA

CHARLES LAM, individually and
derivatively on behalf of TRAN
ENTERPRISES, LLC, a Nevada limited
liability company, and as Trustee of the NT
REVOCABLE LIVING TRUST, dated the
15th day of October, 2009

Plaintiffs,

vs.

P. STERLING KERR, individually and as
Trustee of the NT LEGACY TRUST, dated
the 15th day of October, 2009, Nhu Tran
Foundation, Inc., a Nevada non-profit
corporation; and DOES I through V
individuals; and ROE VI through X
Corporations and Partnerships,

Defendants.

Case No. A-17-760853-B
Dept. No. XIII

**NOTICE OF ENTRY OF
STIPULATION AND ORDER TO
CONTINUE HEARING ON
MOTION TO CONSOLIDATE
CASES**

In the matter of the
NT LEGACY TRUST, dated October 15,
2009

Case No. P-17-093391-T
Dept. No. XXVI

**FOLEY
&
OAKES**

1 **NOTICE OF ENTRY OF STIPULATION AND ORDER TO CONTINUE HEARING ON**
2 **MOTION TO CONSOLIDATE CASES**

3 TO: All Parties and their counsel:

4 **YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE** that a Stipulation and
5 Order was entered with the above-entitled Court on November, 27, 2017.

6 A copy of said Order is attached hereto.

7
8 DATED this 28th day of November, 2017.

9 FOLEY & OAKES, PC

10 **/s/ J. Michael Oakes**
11 J. Michael Oakes, Esq.
12 Nevada Bar No. 1999
13 626 So. 8th Street
14 Las Vegas, NV 89101
15 (702) 384-2070
16 *Attorneys for Plaintiffs*

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CERTIFICATE OF SERVICE

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I hereby certify that I am an employee of Foley & Oakes, PC, and that on the 28th day of November, 2017, I served the following document(s):

**NOTICE OF ENTRY OF STIPULATION AND ORDER TO CONTINUE HEARING ON
MOTION TO CONSOLIDATE CASES**

I served the above-named document(s) by the following means to the person s as listed below:

☐ **By United States Mail**, postage fully prepaid to person(s) and addresses as follows:

☒ **By Electronic Transmission through the ECF System:**

Lars Evensen, Esq. Lance Earl, Esq. Holland & Hart 9555 Hillwood Drive, 2nd floor Las Vegas, NV 89134 Attorneys for Defendants	Mark A. Solomon, Esq. Alexander G. LeVeque, Esq. Craig D. Friedel, Esq. Solomon Dwiggin & Freer, Ltd. 9060 West Cheyenne Avenue Las Vegas, Nevada 89129 <i>Attorneys for P. Sterling Kerr, Trustee of the NT Legacy Trust, dated October 15, 2009</i>
---	---

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

/s/ Elizabeth Lee Gould
An employee of FOLEY & OAKES, PC

EXHIBIT “A”

EXHIBIT “A”

Steven D. Grierson

1 **SAO**
2 J. MICHAEL OAKES, ESQ.
3 Nevada Bar No. 1999
4 FOLEY & OAKES, PC
5 626 So. 8th Street
6 Las Vegas, Nevada 89101
7 (702) 384-2070 - office
8 (702) 384-2128 - facsimile
9 mike@foleyoakes.com
10 Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

11 CHARLES LAM, individually and derivatively)
12 on behalf of TRAN ENTERPRISES, LLC, a)
13 Nevada limited liability company, and as)
14 Trustee of the NT REVOCABLE LIVING)
15 TRUST, dated the 15th day of October, 2009)

16 *Plaintiffs,*

17 vs.

18 P. STERLING KERR, individually and as)
19 Trustee of the NT LEGACY TRUST, dated the)
20 15th day of October, 2009; Mary V. Kaufman, as)
21 Trustee of the NT Legacy Trust, dated the 15th)
22 day of October, 2009; and DOES I through V)
23 individuals; and ROE VI through X)
24 Corporations and Partnerships,)

25 *Defendants.*

Case No. A-17-760853-B
Dept. No. XIII

**STIPULATION AND ORDER TO
CONTINUE HEARING ON
MOTION TO CONSOLIDATE
CASES**

**Current Date: November 27, 2017
New Date: December 14, 2017
Time: 9:00 a.m.**

26 In the matter of the)
27 NT LEGACY TRUST, dated October 15, 2009)
28

Case No. P-17-093391-T
Dept. No. XXVI

RECEIVED
NOV 21 2017

DISTRICT COURT DEPT#13

**FOLEY
&
OAKES**

1 **IT IS HEREBY STIPULATED AND AGREED** by and between Plaintiffs, by and
2 through their attorney of record J. Michael Oakes, Esq. of FOLEY & OAKES, PC, and
3 Defendants and Petitioners, by and through his attorneys of record Lance Earl, Esq., of Holland
4 & Hart LLP and Alexander G. Leveque, Esq. of Solomon, Dwiggin, and Freer, Ltd., that the
5 hearing on the Motion to Consolidate Cases and for Stay of Second Case, currently scheduled for
6 November 27, 2017 at 9:00 o'clock a.m., shall be moved to December 14, 2017 at 9:00 o'clock
7 a.m.

8
9 Counsel have agreed that the attorneys for Petitioner in the case before the Probate
10 Commissioner, Case No. P-17-093391-T, will cause the hearing in that matter to be continued to
11 a date after the December 14, 2017 hearing herein.

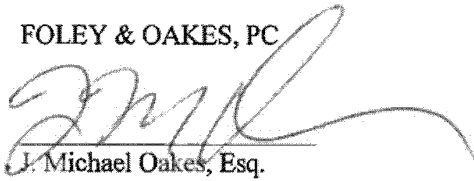
12 Defendant's opposition will be due on November 29, 2017, and Defendant's reply will be
13 due on December 8, 2017.

14 DATED this 20th day of November, 2017.

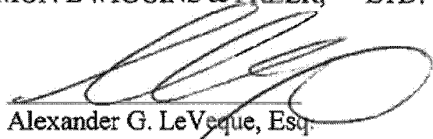
15 HOLLAND & HART LLP

16 FOLEY & OAKES, PC

17 See next page
18 Lance Earl, Esq.
19 Nevada Bar No. 2695
20 9955 Hillwood Drive, 2nd Floor
21 Las Vegas, Nevada 89134
22 Attorneys for Defendants

23 
24 J. Michael Oakes, Esq.
25 Nevada Bar No. 1999
26 626 So. 8th Street
27 Las Vegas, NV 89101
28 Attorneys for Plaintiffs

29 SOLOMON DWIGGINS & FREER, LTD.

30 
31 Alexander G. LeVeque, Esq.
32 Nevada Bar No. 11183
33 9060 West Cheyenne Avenue
34 Las Vegas, Nevada 89129
35 Attorneys for Sterling Kerr, Trustee of
36 the NT Legacy Trust, dated October 15,
37 2009

38 **FOLEY**
39 **&**
40 **OAKES**

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs, by and
2 through their attorney of record J. Michael Oakes, Esq. of FOLEY & OAKES, PC, and
3 Defendants and Petitioners, by and through his attorneys of record Lance Earl, Esq., of Holland
4 & Hart LLP and Alexander G. Leveque, Esq. of Solomon, Dwiggins, and Freer, Ltd., that the
5 hearing on the Motion to Consolidate Cases and for Stay of Second Case, currently scheduled for
6 November 27, 2017 at 9:00 o'clock a.m., shall be moved to December 14, 2017 at 9:00 o'clock
7 a.m.

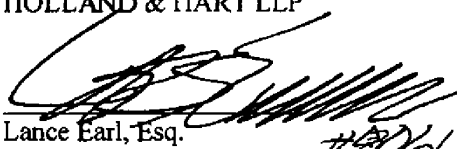
8
9 Counsel have agreed that the attorneys for Petitioner in the case before the Probate
10 Commissioner, Case No. P-17-093391-T, will cause the hearing in that matter to be continued to
11 a date after the December 14, 2017 hearing herein.

12 Defendant's opposition will be due on November 29, 2017, and Defendant's reply will be
13 due on December 8, 2017.

14 DATED this ____ day of November, 2017.

15 HOLLAND & HART LLP

16 FOLEY & OAKES, PC

17 
18 Lance Earl, Esq.
19 Nevada Bar No. 2695
20 9955 Hillwood Drive, 2nd Floor
21 Las Vegas, Nevada 89134
22 *Attorneys for Defendants*

18 J. Michael Oakes, Esq.
19 Nevada Bar No. 1999
20 626 So. 8th Street
21 Las Vegas, NV 89101
22 *Attorneys for Plaintiffs*

23 SOLOMON DWIGGINS & FREER, LTD.

24
25 Alexander G. LeVeque, Esq.
26 Nevada Bar No. 13873
27 9060 West Cheyenne Avenue
28 Las Vegas, Nevada 89129
*Attorneys for Sterling Kerr, Trustee of
the NT Legacy Trust, dated October 15,
2009*

**FOLEY
&
OAKES**

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ORDER

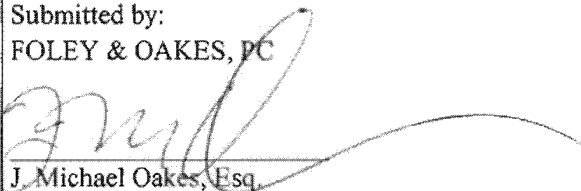
Upon stipulation of counsel and good cause appearing therefore,

IT IS HEREBY ORDERED, that the hearing on the Motion to Consolidate Cases and for Stay of Second Case, currently scheduled for November 27, 2017 at 9:00 o'clock a.m., shall be moved to December 14, 2017 at 9:00 o'clock a.m.

DATED this 21st day of November, 2017.


DISTRICT COURT JUDGE *RA*

Submitted by:
FOLEY & OAKES, PC


J. Michael Oakes, Esq.
Nevada Bar No. 1999
626 So. 8th Street
Las Vegas, Nevada 89101
(702) 384-2070
Attorneys for Plaintiffs



1 **AMEN**

2 J. Michael Oakes, Esq.
3 Nevada Bar No. 1999
4 FOLEY & OAKES, PC
5 626 So. 8th Street
6 Las Vegas, Nevada 89101
7 Tel.: (702) 384-2070
8 Fax: (702) 384-2128
9 mike@foleyoakes.com
10 *Attorneys for Plaintiffs*

DISTRICT COURT

CLARK COUNTY, NEVADA

11 CHARLES LAM, individually and derivatively
12 on behalf of TRAN ENTERPRISES, LLC, a
13 Nevada limited liability company, and as
14 Trustee of the NT REVOCABLE LIVING
15 TRUST, dated the 15th day of October, 2009

16 *Plaintiffs,*

17 vs.

18 P. STERLING KERR, individually and as
19 Trustee of the NT LEGACY TRUST, dated the
20 15th day of October, 2009, Nhu Tran
21 Foundation, Inc., a Nevada non-profit
22 corporation; and DOES I through V individuals;
23 and ROE VI through X Corporations and
24 Partnerships,

25 *Defendants.*

Case No. A-17-760853-B
Dept. No. XIII

**AMENDED MOTION TO
CONSOLIDATE CASES, AND
TO STAY PROCEEDINGS IN
SECOND AND THIRD CASES**

**Date: December 14, 2017
Time: 9:00 a.m.**

26 In the matter of the
27 NT LEGACY TRUST, dated October 15, 2009

TO BE CONSOLIDATED WITH
Case No. P-17-093391-T
Dept. No. XXVI

1 In the matter of the
2 NT REVOCABLE LIVING TRUST, dated
3 October 15, 2009
4
5
6

TO BE CONSOLIDATED WITH
Case No. P-17-093258-T
Dept XXVI/Probate

7
8 **AMENDED MOTION TO CONSOLIDATE CASES, AND TO STAY PROCEEDINGS IN**
9 **SECOND AND THIRD CASES**

10 COMES NOW Plaintiff CHARLES LAM, individually and derivatively on behalf of
11 TRAN ENTERPRISES, LLC, a Nevada limited liability company, and as Trustee of the NT
12 REVOCABLE LIVING TRUST, dated the 15th day of October, 2009 by and through his
13 attorney, J. Michael Oakes, Esq., of FOLEY & OAKES, PC, and hereby moves this Court to
14 consolidate case numbers A-17-760853-B, P-17-093391-T and P-17-093258-T into one action,
15 since they have common and identical questions of fact and law, and to stay the proceedings in
16 the second and third cases.

17 This Motion is made and based on the prior rulings from this Court, NRCP 42(a) and
18 EDCR 2.50, EDCR 4.03, the following Memorandum of Points and Authorities, the pleadings
19 and papers on file herein, and any arguments of counsel that may be entertained at the hearing of
20 this motion.

21 **THE REASON FOR THIS AMENDED MOTION IS AS FOLLOWS:**

22
23 This motion was filed on November 15, 2017. On November 20, 2017, counsel for the
24 movants received an Order entered in a third case, filed as Case No. P-17-093258-T
25 relating to the NT Revocable Living Trust. That Order was entered with no actual notice of
26 the Petition or the hearing thereon having been received by Charles Lam or his attorneys.
27 The Petition made no mention of this pending case.
28

1 Since it involves the same parties and the same issues as the issues already pending
2 before this Court, that case should also be consolidated with the initial case. Copies of the
3 Petition and the Order from the third case are attached as Exhibits 3 and 4, respectively.
4 The rationale for the consolidation of the third case is the same as for the second case.

5 The parties have already stipulated to move the hearing on this motion to December
6 14, 2017.

7 DATED this 28th day of November, 2017.

8
9
10 FOLEY & OAKES, PC

11
12 /s/ J. Michael Oakes
13 J. Michael Oakes, Esq.
14 Nevada Bar No. 1999
15 626 So. 8th Street
16 Las Vegas, Nevada 89101
17 *Attorneys for Plaintiffs*

18 **MEMORANDUM OF POINTS AND AUTHORITIES**

19 **I. INTRODUCTION**

20 In connection with prior hearings, as reflected in the minutes (See Exhibit "1"), this Court
21 considered the issue of whether it had jurisdiction over this dispute. It determined that it did, but
22 referred the Plaintiffs' motion to remove defendant Kerr as Trustee to the Probate Commissioner
23 under EDCR 4.03. At the same hearing, this Court granted a preliminary injunction, and advised
24 the Defendants that "if counsel wants to seek expungement of the lis pendens a motion can be
25 filed."

26
27 Rather than file that motion to expunge, Defendants have filed the Second Case, as a
28 Petition to Assume In Rem Jurisdiction Over the NT Legacy Trust, Dated October 15, 2009. As

1 part of the Petition in the Second Case, they are asking to confirm Kerr as the Trustee of the NT
2 Legacy Trust, for a summary adjudication that NT Legacy Trust is the sole member of Tran
3 Enterprises, LLC, and for an expungement of the lis pendens. For ease of reference, a copy of the
4 Petition (without exhibits) is attached as Exhibit “2.”

5 These precise legal and factual questions are already pending in this, the First Case, and
6 the filing of the Second Case can only be characterized as “forum shopping.” Defendants did not
7 like the ruling from this Court, and in their Petition, they explain that this Court “did not
8 understand (or perhaps was not informed) that Lam’s argument in support of a TRO was legally
9 unsound.” Obviously, Plaintiffs disagree, as the issuance of the temporary restraining order and
10 the subsequent issuance of the preliminary injunction was critical to stop the losses on sales of
11 real property, which already add up to over \$1,600,000. The larger point, however, is that the law
12 does not favor running to a new court to have it “fix” rulings made by a prior court.

13 Given the identical set of facts, and the same legal questions already pending in this, the
14 First Case, it is quite surprising to see this Second Case, couched in terms of a Petition to
15 Assume Jurisdiction of the Trust and for Instructions. The only rationale for it would be to
16 forum shop.

17 Since the two cases involve the same set of facts and common questions of law, they
18 should be consolidated. This Court has already referred the Motion for Removal to the Probate
19 Commissioner, and that motion can and will be heard there. However, the report and
20 recommendation should come back to this Court, as the Court assigned to the First Case filed,
21 and as the court which referred the already pending Motion for Removal to the Probate
22 Commissioner for a report and recommendation.

23 Further, the remaining relief sought by the Defendants should be stayed. Other than
24 granting the motion for preliminary injunction, this Court did two things. First, it ordered that the
25 Motion for Removal of Kerr should be first heard by the Probate Commissioner. Second, it

1 informed the Defendants that if they wanted to seek expungement of the lis pendens, they could
2 do so by motion. The Court never suggested that a motion to expunge would, like the Motion for
3 Removal of trustee, be referred under EDCR 4.03.

4 If the Defendants wish to seek substantive relief from this Court, they are free to do so at
5 any time, and if they want this Court to send any other specific issue to the Probate
6 Commissioner, they can ask for that as well. In the meantime, the two cases should be
7 consolidated, and the request for relief in the Second Case should be stayed.
8

9 **II. LEGAL ARGUMENT**

10 **THE TWO CASES HAVE COMMON QUESTIONS OF FACT AND LAW, SO**
11 **CONSOLIDATION IS PROPER, AND THE SECOND CASE SHOULD BE STAYED**

12 **NRCP 42(a) provides as follows:**

13 **“42 (a) Consolidation.** When actions involving a common
14 question of law or fact are pending before the court, it may order a
15 joint hearing or trial of any or all the matters in issue in the actions;
16 it may order all the actions consolidated; and it may make such
orders concerning proceedings therein as may tend to avoid
unnecessary costs or delay.”

17 This is a clear case where consolidation is proper. The Petition, i.e., the Second Case,
18 goes beyond the scope of this Court’s prior directions in making its earlier rulings, and is asking
19 for relief on issues that have already been the subject of briefing and consideration in the First
20 Case.

21 DATED this 28th day of November, 2017.

22 FOLEY & OAKES, PC

23
24 **/s/ J. Michael Oakes**
25 J. Michael Oakes, Esq.
26 Nevada Bar No. 1999
27 626 So. 8th Street
28 Las Vegas, Nevada 89101
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Foley & Oakes, PC,
3 and that on the 28th day of November, 2017, I served the following document(s):

4 **AMENDED MOTION TO CONSOLIDATE CASES, AND TO STAY PROCEEDINGS IN**
5 **SECOND AND THIRD CASES**

6 I served the above-named document(s) by the following means to the person s as listed
7 below:

8 ☒ **By ECF System** (or the "Notice of Electronic Filing" to all addresses):

9
10 Lars Evensen, Esq.
11 Lance Earl, Esq.
12 Holland & Hart
13 9555 Hillwood Drive, 2nd floor
14 Las Vegas, NV 89134
Attorneys for Defendants

Mark A. Solomon, Esq.
Alexander G. LeVeque, Esq.
Craig D. Friedel, Esq.
Solomon Dwiggin & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
*Attorneys for P. Sterling Kerr, Trustee of the
NT Legacy Trust, dated October 15, 2009*

15 ☐ **By United States Mail**, postage fully prepaid to person(s) and addresses as
16 follows:

17 ☐ **By Facsimile Transmission** to person(s) and addresses as shown above: No
18 error was reported by the fax machine that I used. A copy of the record of the fax transmission is
19 attached.

20 I declare under the penalty of perjury that the foregoing is true and correct.

21
22 /s/ Liz Gould
23 An employee of FOLEY & OAKES, PC
24
25
26
27
28

EXHIBIT “1”

EXHIBIT “1”

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Location : District Court Civil/Criminal [Help](#)

REGISTER OF ACTIONS

CASE No. A-17-760853-B

Charles Lam, Plaintiff(s) vs. P. Sterling Kerr, Defendant(s)

§
§
§
§
§
§

Case Type: **NRS Chapters 78-89**
 Date Filed: **09/01/2017**
 Location: **Department 13**
 Cross-Reference Case **A760853**
 Number:

PARTY INFORMATION

Defendant	Kerr, P. Sterling	Lead Attorneys Lars K. Evensen <i>Retained</i> 7026694600(W)
Defendant	NT Legacy Trust Dated October 15 2009	Lars K. Evensen <i>Retained</i> 7026694600(W)
Plaintiff	Lam, Charles	John M. Oakes <i>Retained</i> 702-384-1070(W)
Plaintiff	NT Revocable Living Trust Dated October 15 2009	John M. Oakes <i>Retained</i> 702-384-1070(W)
Plaintiff	Tran Enterprises LLC	John M. Oakes <i>Retained</i> 702-384-1070(W)

EVENTS & ORDERS OF THE COURT

09/21/2017 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)

Minutes

09/21/2017 9:00 AM

- APPEARANCES: John M. Oakes and Dan Foley, Attorneys Charles Lam, Pltf Lars Evensen, Attorney for Deft, Sterling Kerr Sterling Kerr, Deft/Trustee Relative to the Pltfs Motion for Preliminary Injunction, COURT stated it was not consolidating the Motion with trial on the merits and that it was not conducting an evidentiary hearing today. PLTF'S MOTION FOR REMOVAL OF KERR AND KAUFMAN AS TRUSTEE AND AS MANAGER ON ORDER SHORTENING TIME COURT referenced EDCR 4.03 as to referring the matter to the Probate Commissioner as Special Master relative to the status of Kerr and Kaufman as Trustee. Colloquy held regarding the Court having jurisdiction. Following argument by counsel regarding the Motion, COURT ORDERED matter REFERRED to the Probate Commissioner and DIRECTED Mr. Oakes to submit an order accomplishing the referral to the Probate Commissioner for a RECOMMENDATION on this issue. PLTF'S MOTION FOR PRELIMINARY INJUNCTION COURT STATED ITS FINDINGS, and ORDERED Motion GRANTED relative to any and all properties that are the subject of the upcoming sale. If counsel wants to seek expungement of the lis pendens a motion can be filed. COURT FURTHER ORDERED, bond SET at \$5,000.00. Mr. Oakes to submit the order.

[Return to Register of Actions](#)

EXHIBIT “2”

EXHIBIT “2”

Steven D. Grlerson

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11 cfriedel@sdfnlaw.com

12 *Attorneys for P. Sterling Kerr, Trustee of the*
13 *NT Legacy Trust, dated October 15, 2009*

14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 In the Matter of the
17 NT LEGACY TRUST, dated October 15, 2009

Case No.: P-17-093391-T

Dept. No.: XXVI

Date of Hearing: October 27, 2017

Time of Hearing: 9:30 a.m.

18 PETITION TO ASSUME *IN REM* JURISDICTION OVER THE NT LEGACY TRUST,
19 DATED OCTOBER 15, 2009

20 -AND-

21 PETITION TO CONFIRM TRUSTEE AND FOR INSTRUCTIONS

22 -AND-

23 PETITION FOR A DECLARATION THAT THE NT LEGACY TRUST IS THE SOLE
24 MEMBER OF TRAN ENTERPRISES, LLC

25 -AND-

26 PETITION TO EXPUNGE LIS PENDENS

27
28 Petitioner, P. Sterling Kerr, Esq. ("Petitioner"), hereby petitions this Honorable Court,
pursuant to NRS 153.031, 164.010, 164.015 and 164.033 to assume *in rem* jurisdiction over the
NT Legacy Trust, dated October 15, 2009 (the "Legacy Trust"), to confirm Petitioner as Trustee
of the Legacy Trust, for instructions, for a declaration at the Legacy Trust is the sole member of

1 of 17

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Tran Enterprises, LLC ("TE LLC"), a Nevada limited-liability company, and to expunge improvidently recorded lis pendens' on several parcels of real property owned by the Legacy Trust through TE LLC. This Petition is made and based on the Memorandum of Points and Authorities set forth herein, all of the papers and pleadings already on file with the Court, and any oral argument that the Court may entertain at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Charles Lam ("Lam"), son and beneficiary of the decedent, Nhu Thi Tran ("Tran"), has brought a civil action on behalf of TE LLC against the Petitioner, P. Sterling Kerr, Esq. ("Petitioner"), in his individual capacity and as Trustee of the Legacy Trust, which is pending in Department 13 of the Eighth Judicial District Court.

Procedurally, a threshold issue has arisen with respect to Lam's standing to bring such a lawsuit on behalf of TE LLC given that the Legacy Trust is the sole owner of TE LLC's membership interest, and that Lam was removed as TE LLC's manager in March of 2017.

The Legacy Trust is an irrevocable Nevada asset protection trust. Accordingly, this Court is the appropriate forum to determine the Legacy Trust's ownership interest in TE LLC and to exercise *in rem* jurisdiction over the Legacy Trust to oversee its administration now that Tran has passed away. This court is also the appropriate forum to instruct the Petitioner with regard to the internal affairs of the Legacy Trust, including the marshaling and liquidation of assets and payment of all testamentary bequests. For these reasons, Petitioner respectfully requests that this Court grant the instant petition in its entirety.

II. STATEMENT OF FACTS

INTERESTED PERSONS

1. Pursuant to NRS 153.031(2), Petitioners provide that the following individuals, on information and belief, are interested persons under the Trust and as to the relief requested in this Petition:

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TRUST AND ESTATE ATTORNEYS

NAME	RELATIONSHIP	ADDRESS
Charles Lam	Beneficiary / Plaintiff in Case No. A-17- 7608563-B	c/o J. Michael Oakes, Esq. FOLEY & OAKES, PC 626 South Eighth Street Las Vegas, Nevada 89101
Vince Lam	Beneficiary	629 Shenandoah Road Corona, CA 92879
Tony Lam	Beneficiary	5956 Seville Avenue Huntington Park, CA 90255
Dennis Lam	Beneficiary	629 Shenandoah Road Corona, CA 92879
Lisa Lam	Beneficiary	5959 Seville Avenue Huntington Park, CA 90255
Bryan Lam	Beneficiary	5956 Seville Avenue Huntington Park, CA 90255
Ha Thi Tran	Beneficiary	10990 High Land Meadow Village Dr. Apt 807 Houston, TX 77089
Nhu Tran Foundation, Inc.	Beneficiary	2450 St. Rose Parkway, Suite 120 Henderson, NV 89074
Mary V. Kaufman	Former Trustee	2036 Laggia Court Las Vegas, NV 89117

FORMATION HISTORY AND OVERVIEW OF NHU THI TRAN'S ESTATE PLANNING

2. On October 15, 2009, Tran settled the Legacy Trust, a Nevada irrevocable asset protection trust. *See* NT Legacy Trust, a true and correct copy being attached hereto as Exhibit 1.

3. Tran appointed the Petitioner and Mary V. Kaufman ("Kaufman") as the initial Co-Trustees of the Legacy Trust. *See* Ex. 1, at p. 43.

4. On October 15, 2009, Tran assigned all of her right, title and interest to certain membership interests in TE LLC to the Legacy Trust. *See* Assignment, a true and correct copy being attached hereto as Exhibit 2.



5. TE LLC is a Nevada limited-liability company, formed for the purpose of holding several parcels of undeveloped real party. *See* TE LLC Operating Agreement, a true and correct copy being attached here as **Exhibit 3**.

6. On or about June 3, 2016, Kaufman tendered her resignation as Co-Trustee of the Legacy Trust thereby resulting in Petitioner being the sole Trustee of the Legacy Trust, as of June 3, 2016. *See* Kaufman Resignation, a true and correct copy being attached hereto as **Exhibit 4**.

7. On January 25, 2017, Tran passed away. *See* Death Certificate, a true and correct copy being attached hereto as **Exhibit 5**.

8. Section 3.2(A) of the Legacy Trust provides that upon Tran's death, the Trustee shall pay specific bequests to certain beneficiaries as follows:

- a. \$2,000,000 to Charles Lam, Tran's son;
- b. \$20,000 to Vince Lam, Tran's son;
- c. \$20,000 to Tony Lam, Tran's son;
- d. \$20,000 to Dennis Lam, Tran's grandson;
- e. \$20,000 to Lisa Lam, Tran's granddaughter;
- f. \$20,000 to Bryan Lam, Tran's grandson; and
- g. \$20,000 to Ha Thi Tran, Tran's sister. *See, Ex. 1*, at pp.10-11 (TRAN0081-82).

9. Section 3.2(B) of the Legacy Trust provides that, after the payment of specific bequests, the remainder and residual of the assets are to be paid to Nhu Tran Foundation, Inc. (the "Tran Foundation").

THE DISPUTE BETWEEN LAM AND PETITIONER FOLLOWING TRAN'S DEATH

The Removal of Lam as Manager of TE LLC

10. At the time of Tran's death, Lam was the manager of TE LLC.

1 11. On March 22, 2017, Petitioner, in his capacity as Trustee of the Legacy Trust, the
2 sole member of TE LLC, terminated Lam as manager.¹ See Letter to Charles Lam, dated March
3 22, 2017, a true and correct copy being attached hereto as Exhibit 6.

4 12. On April 4, 2017, Lam responded to Petitioner's letter wherein he refused to
5 acknowledge his removal. See, Letter to Sterling Kerr, dated April 4, 2017, a true and correct
6 copy being attached hereto as Exhibit 7.

7 *Lam's Business Court Complaint against Petitioner*

8 13. On September 1, 2017, Lam, purportedly on behalf of TE LLC, filed a civil
9 lawsuit against Petitioner, individually and as Trustee of the Legacy Trust, which seeks damages,
10 declaratory relief and equitable relief. See Business Court Complaint, filed on September 1, 2017,
11 a true and correct copy being attached hereto as Exhibit 8. Specifically, Lam seeks the following:
12 (a) damages caused by Petitioner allegedly breaching a fiduciary duty and/or acting negligent by
13 selling real properties owned by TE LLC for less than fair market value; (b) a declaration "setting
14 forth the rights of the parties and their authority to act on behalf of the NT Legacy Trust, the
15 Revocable Trust, and Tran Enterprises"; and (c) an order removing Petitioner as Trustee of the
16 Legacy Trust, enjoining Petitioner from selling real property owned by TE LLC and/or the
17 Legacy Trust, and appointing a receiver over the Legacy Trust and TE LLC. *Id.*

18 14. In addition the filing of the Business Court Complaint, Lam also filed a motion to
19 remove the Petitioner as trustee of the Legacy Trust (the "Motion to Remove"), and a motion for
20 a temporary restraining order and a preliminary injunction (the "Motion for TRO"), which sought
21 to enjoin Petitioner from selling real property owned by the Legacy Trust TE LLC. See Motion to
22 Remove & Motion for TRO, true and correct copies being attached hereto as Exhibit 9 and
23 Exhibit 10, respectively.

24 *Lam's Motion to Remove Petitioner as Trustee of the Legacy Trust*

25
26 ¹ Section 3.2 of the TC LLC Operating Agreement expressly provides that a manager may be
27 removed "with or without cause" by a vote of the majority in interest of members. See Ex. 3, at p.
28 4.

15. As for the Motion to Remove, which was properly referred by Department 13 to this Court, the sole basis for removal of the Petitioner is that Tran signed a document on or about September 4, 2013, which purports to remove Petitioner and Kaufman as Co-Trustees of the Legacy Trust. *See* Revocation of Power of Attorney and Assignment, attached hereto as Exhibit 11. The Legacy Trust, however, is an irrevocable trust and has no provisions whatsoever that give Tran, its settlor, any power to remove a trustee. *See generally* Article VII of the Legacy Trust, Ex. 1, at pp. 22-31.

16. Moreover, even if Tran held a power to remove the Petitioner as Trustee (which she did not), the Legacy Trust requires formality and strict compliance with the removal procedure, which in this case required delivery to the Petitioner by certified or registered mail, courier, or hand delivery.² The purported "revocation" was never delivered to the Petitioner prior to Tran's death, and, in fact, expressly states in contravention of the strict requirements of Section 7.2(c) that the trustee revocation "is effective immediately upon [Tran's] signature herein subscribed."³

17. Therefore, as a matter of law, Petitioner cannot be, and has not been, removed as Trustee of the Legacy Trust on the basis the Lam has advanced.

Lam's Motion for TRO/Preliminary Injunction

18. Concurrently with the filing of the Business Court Complaint and the Motion to Remove Trustee, Lam also filed a Motion for TRO and Preliminary Injunction. *See* Motion for TRO, a true and correct copy being attached hereto as Exhibit 10. The Motion for TRO sought to

² 7.2(c) Formality Required.

Any document specified in this Section 7.2(c) **shall not be effective** unless se[n]t by certified mail or registered mail or by courier, postage and/or fees prepaid, return receipt request, by facsimile transmission (where receipt is capable of being determined), or by hand delivery (Emphasis added).

³ Petitioner is also informed and believes that Tran may have lacked contractual capacity in September of 2013.



1 enjoin the Petitioner from selling real property owned by TE LLC. In support of his motion, Lam
2 erroneously asserted that he was the manager of TE LLC and that Petitioner had no authority to
3 act as Trustee of the Legacy Trust. Lam relied on the Revocation of Power of Attorney and
4 Assignment document which, as explained *supra*, is a legally inoperative instrument because (1)
5 Tran had no authority under the Legacy Trust to remove Petitioner as Trustee; and (2) even if she
6 did, the notice of removal was never delivered.

7 19. Presumably, the Business Court did not understand (or perhaps was not informed)
8 that Lam's argument in support of a TRO was legally unsound because on September 6, 2017, it
9 entered a temporary restraining order enjoining Petitioner from selling any further parcels of
10 property because "[t]he Plaintiffs have provided evidence to show that there is a legitimate
11 dispute as to the authority of Defendants Kerr and Kaufman to act in any capacity, based on the
12 Revocation signed on September 4, 2013 by Nhu Tran, the settlor of the trusts." *See* TRO Order,
13 at ¶ 4, a true and correct copy being attached hereto as Exhibit 12. Notably, however, the
14 Business Court went on to state that "the Court is not expressing an opinion on the ultimate merits
15 of the case" and that it did not find that there is a reasonable likelihood of success on the merits;
16 only that Plaintiff may be able to demonstrate a reasonable likelihood of success on the merits. *Id.*

17 20. On September 21, 2017, the Business Court held a non-evidentiary hearing on
18 Lam's Motion for Preliminary Injunction. *See* Business Court Minutes, a true and correct copy
19 being attached hereto as Exhibit 13. During the hearing, the Business Court granted the
20 preliminary injunction, increased the bond to \$5,000, and referred the Motion to Remove,
21 pursuant to EDCR 4.03, to this Court. *Id.* No written order has yet been entered by the Business
22 Court.

23 ***Lam's Lis Pendens***

24 21. Concurrently with the filing of the Business Court Complaint on September 1,
25 2017, Lam also filed and recorded a Notice of Pendency of Action (*Lis Pendens*). *See* *Lis*
26 *Pendens*, a true and correct copy being attached hereto as Exhibit 14.

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1 22. According to the Lis Pendens, Lam claims that the Business Court action "affects
2 title to certain parcels of real property owned by Trans [sic] Enterprises, LLC and the NT
3 Revocable Living Trust, dated the 15th day of October, 2009..." *Id.*

4 23. On September 27, 2017, Lam filed an Amended Lis Pendens, which released one
5 of the parcels and corrected an APN of one of the affected parcels. *See* Amended Lis Pendens, a
6 true and correct copy being attached hereto as Exhibit 15.

7 24. As set forth in greater detail herein, both the Lis Pendens and the Amended Lis
8 Pendens were improvidently filed as to the parcels owned by TE LLC because there is no dispute
9 as to the title of those parcels. Rather, Lam's alleged dispute is whether Petitioner has authority to
10 sell the parcels. Accordingly, the lis pendens' should be expunged as to the approximate sixteen
11 (16) parcels owned by TE LLC.

12 *Lam's Purported 10% Interest in TE LLC.*

13 25. On December 2, 2009, Tran executed and delivered to the Petitioner an
14 Assignment of Interest instrument which purportedly and conditionally assigns a 10%
15 membership interest in TE LLC to Lam. *See* Assignment of Interest, a true and correct copy being
16 attached hereto as Exhibit 16. Pursuant to its terms, the Assignment of Interest is effective "only
17 upon presentation to CHARLIE LAM from my attorney, P. STERLING KERR, ESQ." *Id.*

18 26. However, the Assignment of Interest is an inoperative instrument because Tran no
19 longer had any membership interests in TE LLC to assign to Lam as she previously assigned all
20 of her right, title and interest in TE LLC to the Legacy Trust two months prior in October of 2009.
21 *See* Ex. 2. Moreover, Tran never instructed Petitioner to deliver the Assignment of Interest to
22 Lam, presumably because she was informed by Lam in or around March of 2010 that he had no
23 interest in receiving and accepting the 10% membership interest. *See* Tran Handwritten Letter,
24 dated March 24, 2010, a true and correct copy being attached hereto as Exhibit 17.

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III. ARGUMENT

A. THIS COURT SHOULD ASSUME *IN REM* JURISDICTION OVER THE LEGACY TRUST AND CONFIRM PETITIONER AS ITS TRUSTEE.

NRS 164.010 provides in relevant part:

Petition for assumption of jurisdiction; powers of court; petition for removal of trust from jurisdiction of court; determination of where trust is domiciled

1. Upon petition of any person appointed as trustee of an express trust by any written instrument other than a will, or upon petition of a settlor or beneficiary of the trust, the district court of the county in which any trustee resides or conducts business at the time of the filing of the petition or in which the trust has been domiciled as of the time of the filing of the petition shall assume jurisdiction of the trust as a proceeding in rem unless another court has properly assumed continuing jurisdiction in rem in accordance with the laws of that jurisdiction and the district court determines that it is not appropriate for the district court to assume jurisdiction under the circumstances.

5. When the court assumes jurisdiction pursuant to this section, the court:

(a) Has jurisdiction of the trust as a proceeding in rem as of the date of the filing of the petition.

NRS 164.015 further provides in relevant part:

1. The court has exclusive jurisdiction of proceedings initiated by the petition of an interested person concerning the internal affairs of a nontestamentary trust ... Proceedings which may be maintained under this section are those concerning the administration and distribution of trusts, the declaration of rights and the determination of other matters involving trustees and beneficiaries of trust, including petitions with respect to a nontestamentary trust for any appropriate relief ...

Under its terms, the Legacy Trust is an irrevocable trust settled in Nevada. *See* Ex. 1, p. 31, Article VIII. Its initial trustees were the Petitioner and Kaufman. *See* Acceptance by Co-Trustees, Ex. 1, at p. 41. However, on June 3, 2016, Kaufman resigned as trustee thereby resulting in the Petitioner being the sole Trustee of the Legacy Trust from June 3, 2016, through the present. *See* Ex. 4.

Accordingly, this Court should assume *in rem* jurisdiction over the Legacy Trust and confirm Petitioner as its Trustee. Petitioner anticipates that Lam will object to the Court's confirmation of Petitioner as Trustee because of a document that he produced in the Business

1 Court litigation which purports to remove Petitioner as Trustee of the Legacy Trust. *See Ex. 2.*
2 However, this document is invalid as a matter of law for two reasons. First, the Legacy Trust did
3 not vest Tran with any authority to remove trustees. The Legacy Trust is an irrevocable trust. As
4 such, in the absence of an express revocation power, Tran as settlor had no authority to remove a
5 trustee. Second, even if Tran had such a power, the Legacy Trust expressly provides that a notice
6 of removal shall be delivered to the trustee to be effective. The purported removal document was
7 never delivered to Petitioner during Tran's lifetime and, therefore, is inoperative.

8 Assuming that this Court exercises *in rem* jurisdiction over the Legacy Trust, it should
9 also declare that it has *exclusive* jurisdiction over all matters concerning the Legacy Trust,
10 including, but not limited to, administration, internal affairs, and matters concerning disputes over
11 the Legacy Trust's property. NRS 164.010(1). Under well-settled and controlling law, "when one
12 court is exercising *in rem* jurisdiction over a *res*, a second court will not assume *in rem*
13 jurisdiction over the same *res*."⁴ This is commonly known as the "prior-exclusive-jurisdiction
14 doctrine".⁵ The prior-exclusive-jurisdiction doctrine is one that is not only recognized and
15 followed by the Supreme Court of Nevada, but is also recognized and followed by the United
16 States Supreme Court.⁶ In *Princess Lida of Thurn and Taxis v. Thompson*, 305 U.S. 456 (1939), a
17 trust proceeding, the United States Supreme Court aptly stated:

18 We have said that the principle applicable to both federal and state courts is that
19 the court first assuming jurisdiction over property may maintain and exercise that
20 jurisdiction to the exclusion of the other, it's not restricted to cases where property
21 has actually been seized under judicial process before a second suit is instituted,
22 but applies as well where suits are brought to marshal assets, administer
23 trusts, or liquidate estates, and in suits of a similar nature where, to give

24 ⁴ *Chapman v. Deutsche Bank Nat'l Tr. Co.*, 129 Nev. Adv. Op. 34, 302 P.3d 1103, 1105 (2013)
25 (quoting *Marshall v. Marshall*, 547 U.S. 293, 311, 126 S.Ct. 1735, 164 L.Ed.2d 480 (2006)).

26 ⁵ *Id.*

27 ⁶ *See e.g. Penn Gen. Cas. Co. v. Commonwealth of Pennsylvania ex rel. Schnader*, 55 S. Ct. 386,
28 390 (1935) ("[T]wo courts having concurrent jurisdiction in rem, one first taking possession
acquires exclusive jurisdiction.");



effect to its jurisdiction, the court must control the property. The doctrine is necessary to the harmonious cooperation of federal and state tribunals.

An exercise of *in rem* jurisdiction over the Legacy Trust confers upon this Court the *exclusive* jurisdiction to hear and decide all matters relating to the Legacy Trust. In this case, Petitioner seeks not only his confirmation as Trustee, but also orders and declarations concerning the Legacy's Trust's property, including, but not limited to, TE LLC and its assets. Nevada law expressly authorizes this Court to make declarations with respect to matters relating to the Legacy Trust. Indeed, NRS 164.010(2)(d) states that at the time of the hearing on the Petition, the Court may consider making orders on "matters relating to the trust, including, without limitation, matters that might be addressed in a declaratory judgment relating to the trust under subsection 2 of NRS 30.040 or petitions filed pursuant to NRS 153.031 or 164.015."⁸

B. THIS COURT SHOULD DECLARE THAT THE LEGACY TRUST IS THE SOLE MEMBER OF TRAN ENTERPRISES, LLC AND THAT CHARLES LAM IS NEITHER A MEMBER NOR A MANAGER OF TRAN ENTERPRISES, LLC.

NRS 164.015(1) and 164.033(1) provide this Court authority to declare that the Legacy Trust is the sole member of TE LLC, and that, as the sole member, the Legacy Trust can remove and replace TE LLC's manager. Indeed, NRS 164.033 states in relevant part:

1. The trustee or an interested person may petition the court to enter an order:

(a) If the trustee is in possession of, or holds title to, property and the property or an interest in it is claimed by another.

⁷ 305 U.S. at 466 (Emphasis added). *See also In re Thomas and Agnes Carvel Foundation*, 36 F.Supp.2d 144 (S.D.N.Y. 1999) (declining to exercise jurisdiction, pursuant to *Princess Lida*, over an intervivos trust because the New York state surrogate's court had already exercised jurisdiction over the trust).

⁸ NRS 164.010(2)(d). NRS 30.040(2) provides: "A maker or legal representative of a maker of a will, trust or other writings constituting a testamentary instrument may have determined any question of construction or validity arising under the instrument and obtain a declaration of rights, status or legal relations thereunder. Any action for declaratory relief may only be made in a proceeding commenced pursuant to the provisions of title 12 or 13 of NRS, as appropriate. *See also* NRS 30.070.

(b) If the trustee has a claim to property and another holds title to or is in possession of the property.

Prior to the settling of the Legacy Trust, Tran, in her individual capacity, was the sole member of TE LLC. However, on October 15, 2009, Tran assigned all of her right, title and interest in her TE LLC membership interest to the Legacy Trust. *See* Ex. 2. Accordingly, this Court can and should declare that the Legacy Trust is the sole member of TE LLC and, therefore, Lam has no membership interest therein. With regard to Lam's claim that he holds a 10% membership interest in TE LLC, the purported Assignment of Interest that Tran signed on December 2, 2009 is legally inoperative because Tran had already divested herself of her membership interests in TE LLC two months prior. Moreover, even if she had a membership interest to give, the Assignment of Interest instrument was never delivered to Lam by the Petitioner, primarily because Lam refused to accept delivery of the gift, as evidenced by Tran's 2010 letter to the Petitioner. *See* Ex. 17.

Similarly, this Court should also declare that the Petitioner's removal of Lam as TE LLC's manager was proper given that (1) Petitioner is the Trustee of the Legacy Trust, the sole owner of TE LLC's membership interest; and (2) pursuant to TE LLC's Operating Agreement, a manager can be removed and replaced upon a majority vote of the membership, which in this case only required the vote of the Petitioner. *See*, Ex. 3, at p. 4.

C. THIS COURT SHOULD EXPUNGE ALL LIS PENDENS RECORDED AGAINST THE REAL PROPERTY OWNED BY TE LLC.

NRS 14.010 permits a plaintiff to file a lis pendens only "[i]n an action for the foreclosure of a mortgage upon real property, or affecting title or possession of real property." "As a general proposition, lis pendens are not appropriate instruments for use in promoting recoveries in actions for personal or money judgments; rather, their office is to prevent the transfer or loss of real property which is the subject of dispute in the action that provides the basis for the lis pendens." *Levinson v. Eighth Judicial Dist. Ct.*, 109 Nev. 747, 750 (Nev. 1993).

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[Signature]

1 Accordingly, NRS 14.015(1) and (2) provide that a defendant may request a hearing upon
2 15 days' notice, whereupon Lam must:

3 ... establish to the satisfaction of the court that:

- 4 (a) The action is for the foreclosure of a mortgage upon the real property
5 described in the notice or affects the title or possession of the real property
6 described in the notice;
- 7 (b) The action was not brought in bad faith or for an improper motive;
- 8 (c) The party who recorded the notice will be able to perform any conditions
9 precedent to the relief sought in the action insofar as it affects the title or
10 possession of the real property; and
- 11 (d) The party who recorded the notice would be injured by any transfer of an
12 interest in the property before the action is concluded.

13 NRS 15.015(3) provides that: "[i]n addition to the matters enumerated in subsection 2, the party
14 who recorded the notice must establish to the satisfaction of the court either:

- 15 (a) That the party who recorded the notice is likely to prevail in the action; or
- 16 (b) That the party who recorded the notice has a fair chance of success on the
17 merits in the action and the injury described in paragraph (d) of subsection
18 2 would be sufficiently serious that the hardship on him or her in the event
19 of a transfer would be greater than the hardship on the defendant resulting
20 from the notice of pendency, - and that if the party who recorded the
21 notice prevails he or she will be entitled to relief affecting the title or
22 possession of the real property.

23 If Lam fails to meet the foregoing burden, the lis pendens' must be expunged. NRS 14.015(5).

24 According to his Amended Notice of Lis Pendens, Lam improvidently recorded his
25 pendens' against the following parcels of real property owned by TE LLC:

<u>APN Number</u>	<u>Property Description</u>
161-28-301-006	Hacienda Avenue and Morris Street
126-10-501-015	Iron Mountain and Patricia Avenue
176-13-501-030	Mohawk Street and Shelbourne Avenue
161-28-401-013	Nellis Blvd and Rawhide Avenue
177-17-701-012	Ford Avenue and Ensworth Street

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DWIGINS & FREER
TRUST AND ESTATE ATTORNEYS

<u>APN Number</u>	<u>Property Description</u>
177-17-701-011	Ford Avenue and Ensworth Street
140-08-601-013	Nellis Blvd and Gowan Road
139-16-310-017	Cartier Avenue and Martin L. King Blvd
126-03-801-002	Dolan Martin and O'Hare Avenue
126-01-501-004	Trails End Avenue and McKinister Road
176-13-501-036	Mohawk Street and Mistral Avenue
179-27-605-005	Roan Road and Derby Drive
179-27-605-004	Derby Drive
179-27-605-003	Pinto Road and Colt Drive
177-17-701-013	Ford Avenue and Ensworth Street
161-28-401-009	US-95 and Denning Street

For the reasons set forth *supra*, the lis pendens' recorded against all of the parcels owned by TE LLC are required to be expunged because there is no dispute that TE LLC owns the parcels. Moreover, the record establishes that there is no genuine dispute concerning the Legacy Trust's ownership of TE LLC and its ability to remove Lam as the manager. Lam's case is really about control; not ownership. The question of who has the right to control the Legacy Trust and TE LLC is not a statutory basis for the recordation of a lis pendens. Title and possession are not in dispute. Lis pendens', therefore, are not necessary and only cloud title to the detriment of the Legacy Trust. Accordingly, the lis pendens' should be expunged.

D. PETITIONER REQUESTS INSTRUCTIONS WITH REGARD TO PAYING SPECIFIC BEQUESTS AND DISTRIBUTING THE REMAINDER TO THE RESIDUAL BENEFICIARY.

NRS 153.031 provides in relevant part:

1. A trustee or beneficiary may petition the court regarding any aspect of the affairs of the trust, including:

(g) Instructing the trustee;

1 The Legacy Trust provides that upon Tran's death, the trustee is required liquidate trust
2 assets to pay \$2,120,000.00 in specific bequests. *See Ex. 1*, at pp. 10-11. Following payment of
3 the specific bequests, the trustee is then directed to pay the residual and remaining trust estate to
4 the Nhu Tran Foundation, Inc. ("Tran Foundation") *Id.*

5 The Legacy Trust currently has enough liquidity to satisfy all of the specific bequests,
6 including the \$2 million specific bequest to Lam. Accordingly, Petitioner respectfully requests an
7 instruction from this Court to pay the specific bequests without further delay. Upon satisfaction of
8 the specific bequests, Petitioner further requests instructions from this Court to sell the remaining
9 assets of the Legacy Trust, including those parcels of real property owned by TE LLC, to pay the
10 residual and remainder to the Tran Foundation. Not only does this Court have the equitable power
11 to do so, but the express terms of the Legacy Trust also grant the Petitioner the power to sell
12 assets without Court approval. *See Ex. 1*, at Articles 6.3, 6.23.⁹

13 WHEREFORE, Petitioner respectfully requests that this Court issue the following relief:

14
15 ⁹ "In addition to the powers vested in them by law and other provisions of this Instrument, the
16 Trustees shall have the following powers, exercisable in their sole and absolute discretion,
without court approval, and effective until actual distribution of all property...

17 **6.3 Sale or Lease of Property.** For prices and upon such terms as they deem property. (i) to sell at
18 public or private sale, or to exchange, any real or personal property; (ii) to give options for any
19 such sales, exchanges, or leases; and (iii) to lease Trust property for terms within or beyond the
term of the Trust and for any purpose, including exploration for an removal of gas, oil, and other
minerals; and to enter into community oil leases, pooling and utilization agreements.

20 **6.23 Broad Powers Of Distribution.** Upon any division or partial or final distribution of the
21 Trust estate, the successor Trustee shall have the power to partition, allot and distribute the Trust
22 estate in undivided interest or in kind, or partly in money and partly in kind, at valuations
23 determined by the Trustees, and to sell such property as the Trustees, in the Trustees' discretion,
24 considers necessary to make such division or distribution. In making any division or partial or
25 final distribution of the Trust estate, the Trustees shall be under no obligation to make a pro rata
26 division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustees
27 may, in the Trustees' discretion, make non pro rata divisions between Trusts or shares and non
pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or
shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The
income tax basis of assets allocated or distributed non pro rata need not be equivalent and may
vary to a greater or lesser amount, as determined by the Trustees, in his or her discretion, and no
adjustment need be made to compensate for any difference in basis.

1. An order assuming *in rem* jurisdiction of the Legacy Trust;
2. An order confirming Petitioner, P. Sterling Kerr, Esq., as the Trustee of the Legacy Trust;
3. A declaration that the Legacy Trust is the sole member of Tran Enterprises, LLC;
4. A declaration that Charles Lam has no membership interest in Tran Enterprises, LLC;
5. A declaration that Petitioner had authority to remove Charles Lam as Manager of TE LLC in or about March of 2017;
6. An order expunging all lis pendens' recorded against the real property owned by the Legacy Trust though its membership interest in TE LLC;
7. An order instructing the Petitioner to pay all specific bequests, to liquidate all remaining Trust assets, and to pay the residue of the Legacy Trust estate to the Tran Foundation, the remainder beneficiary; and
8. An order for any and all other relief just and warranted under the circumstances.

Dated this 26 day of October, 2017.

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VERIFICATION

Petitioner, P. STERLING KERR, whose mailing address is 2450 St. Rose Parkway, Suite 120, Henderson, Nevada 89074, declares under penalties of perjury of the State of Nevada:

That he is the Petitioner who makes the foregoing PETITION TO ASSUME *IN REM* JURISDICTION OVER THE NT LEGACY TRUST, DATED OCTOBER 15, 2009 -AND- PETITION TO CONFIRM TRUSTEE AND FOR INSTRUCTIONS -AND- PETITION FOR A DECLARATION THAT THE NT LEGACY TRUST IS THE SOLE MEMBER OF TRAN ENTERPRISES, LLC -AND- PETITION TO EXPUNGE LIS PENDENS, that he has read said petition and knows the contents thereof, and that the same is true of his own knowledge except for those matters stated on information and belief, and that as to such matters he believes them to be true.

DATED this 9th day of October, 2017


P. STERLING KERR, ESQ.

EXHIBIT “3”

EXHIBIT “3”



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6 *Attorneys for P. Sterling Kerr, Trustee of the*
7 *NT Revocable Trust, dated October 15, 2009*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 In the Matter of the
11 NT REVOCABLE LIVING TRUST, dated
October 15, 2009

Case No.: P-17-093258-T

Dept. No.: XXVI/Probate

Date of Hearing: November 3, 2017

Time of Hearing: 9:30 a.m.

12
13 **PETITION TO ASSUME *IN REM* JURISDICTION OVER THE NT REVOCABLE**
14 **TRUST, DATED OCTOBER 15, 2009, TO CONFIRM ITS TRUSTEE, FOR AN**
15 **INVENTORY, AND FOR INSTRUCTIONS**

16 Petitioner, P. Sterling Kerr, Esq. ("Petitioner"), hereby petitions this Honorable Court,
17 pursuant to NRS 153.031(a), (b), (g), (h), and (q), 153.041, 164.010 164.015, and 165.030, to
18 assume *in rem* jurisdiction over the NT Revocable Trust, dated October 15, 2009 (the "Revocable
19 Trust"), to confirm Charles Lam as Trustee of the Revocable Trust, for an inventory, and for
20 instructions (the "Petition"). This Petition is made and based on the Memorandum of Points and
21 Authorities set forth herein, all of the papers and pleadings already on file with the Court, and any
22 oral argument that the Court may entertain at the time of hearing.

23 **MEMORANDUM OF POINTS AND AUTHORITIES**

24 **I. INTRODUCTION**

25 Petitioner is the Trustee of the NT Legacy Trust, dated October 15, 2009 (the "Legacy
26 Trust"). The Legacy Trust is the remainder beneficiary of the Revocable Trust. Both the Legacy
27 Trust and the Revocable Trust were settled by Nhu Thi Tran ("Tran"). Tran died on January 25,
28



1 2017. The Revocable Trust provides that upon the death of Tran, its Trustee, Charles Lam
2 ("Lam"), is required to distribute the residual estate to the Trustee(s) of the Legacy Trust.

3 This Petition seeks to assume *in rem* jurisdiction of the Revocable Trust for the purpose of
4 confirming Lam as its Trustee and instructing Lam to distribute the residual estate to Petitioner,
5 who is the Trustee of the Legacy Trust, the remainder beneficiary.

6 II. STATEMENT OF FACTS

7 1. Pursuant to NRS 153.031(2), Petitioners provide that the following individuals, on
8 information and belief, are interested persons under the Trust:

9 NAME	RELATIONSHIP	ADDRESS
10 Charles Lam	Trustee of the 11 Revocable Trust	c/o J. Michael Oakes, Esq. FOLEY & OAKES, PC 626 South Eighth Street 12 Las Vegas, Nevada 89101
13 Mary Kaufman	Former Trustee of the 14 Legacy Trust	8403 Rochelle Avenue Las Vegas, Nevada 89147

15 2. On October 15, 2009, Tran settled the Revocable Trust, a Nevada revocable living
16 trust, and the Legacy Trust, a Nevada irrevocable asset protection trust. *See* Revocable Trust and
17 Legacy Trust, true and correct copies being attached hereto as **Exhibit 1** and **Exhibit 2**,
18 respectively.

19 3. Tran appointed the Petitioner and Mary V. Kaufman ("Kaufman") as the initial
20 Co-Trustees of the Legacy Trust. *See* **Ex. 2**, at p. 43. On or about June 3, 2016, however,
21 Kaufman resigned as Co-Trustee of the Legacy Trust, thereby resulting in Petitioner being the
22 sole Trustee of the Legacy Trust, as of June 3, 2016. *See* Kaufman Resignation, a true and correct
23 copy being attached hereto as **Exhibit 3**.

24 4. Tran appointed Lam as successor trustee of the Revocable Trust. *See* **Ex. 1**, at p. 6.

25 5. On January 25, 2017, Tran passed away. *See* Death Certificate, a true and correct
26 copy being attached hereto as **Exhibit 4**.

27 6. Upon information and belief, the Revocable Trust presently owns several parcels
28 of real property, including, but not limited to:

<u>APN Number</u>	<u>Property Description</u>
040-13-401-001	Moapa Valley
161-18-510-033	Sandhill and Sunset Village
034-00-002-020	Bunkerville
139-16-310-055	Hyde Avenue and West Street
042-09-000-003	Moapa Valley
139-23-211-020	Fifth Street and McCovern Avenue
161-18-510-052	Sandhill and Sunset Village

7. Pursuant to Article 5.2 of the Revocable Trust, Lam, as Successor Trustee, is required to distribute the remainder of the Revocable Trust estate to the Trustee(s) of the Legacy Trust, after the discretionary payment of administrative expenses, the expenses of the last illness and funeral of Tran, and any other debt owed by Tran. *See Ex. 1* at p. 4.

8. On March 22, 2017, Petitioner sent Lam a letter which requested *inter alia* an inventory of the real property owned by the Revocable Trust:

In your role a manager of Tran Enterprises, LLC during Mrs. Tran's lifetime and successor trustee of the NT Revocable Trust, I am formally requesting that you provide me the following documents for my review:

- 3) *Copies of any purchase agreements, covering any of the Tran Enterprises, LLC or NT Revocable Trust properties currently under contract and in escrow.*
- 4) *All listing agreements with any real estate company or broker covering land held by Tran Enterprises, LLC or the NT Revocable Trust*
- 5) *All files maintained on each such piece of real property held by Tran Enterprises, LLC and the NT Revocable Trust*

There will likely be other documents which I will need you to provide as I proceed with the trust administration and I expect your full cooperation. Please provide the requested documents to my office or via email to sterling@sterlingkerr.com no later than April 4, 2017.

See, Kerr Letter, a true and correct copy being attached hereto as Exhibit 5.

9. On April 4, 2017, Lam responded to Petitioner letter in writing wherein none of the requested information concerning the Revocable Trust was provided. *See, Lam Letter, a true and correct copy being attached hereto as Exhibit 6.*

///

///

1 **III. ARGUMENT**

2 **A. THIS COURT SHOULD ASSUME *IN REM* JURISDICTION OVER THE REVOCABLE TRUST**
3 **AND CONFIRM LAM AS ITS TRUSTEE.**

4 NRS 164.010 provides in relevant part:

5 **Petition for assumption of jurisdiction; powers of court; petition for removal of trust**
6 **from jurisdiction of court; determination of where trust is domiciled**

7 1. Upon petition of any person appointed as trustee of an express trust by
8 any written instrument other than a will, or upon petition of a settlor or
9 beneficiary of the trust, the district court of the county in which any trustee
10 resides or conducts business at the time of the filing of the petition or in
11 which the trust has been domiciled as of the time of the filing of the
12 petition shall assume jurisdiction of the trust as a proceeding in rem unless
13 another court has properly assumed continuing jurisdiction in rem in
14 accordance with the laws of that jurisdiction and the district court
15 determines that it is not appropriate for the district court to assume
16 jurisdiction under the circumstances.

17 5. When the court assumes jurisdiction pursuant to this section, the court:

18 (a) Has jurisdiction of the trust as a proceeding in rem as of the date of the
19 filing of the petition.

20 NRS 164.015 further provides in relevant part:

21 1. The court has exclusive jurisdiction of proceedings initiated by the
22 petition of an interested person concerning the internal affairs of a
23 nontestamentary trust ... Proceedings which may be maintained under
24 this section are those concerning the administration and distribution of
25 trusts, the declaration of rights and the determination of other matters
26 involving trustees and beneficiaries of trust, including petitions with
27 respect to a nontestamentary trust for any appropriate relief ...

28 Under its terms, the Revocable Trust is a trust settled in Nevada, its Trustor was a Clark
County, Nevada resident, and Lam, its successor Trustee, is a Clark County, Nevada resident.
Accordingly, this Court should assume *in rem* jurisdiction over the Revocable Trust and confirm
Lam as its Trustee. An exercise of *in rem* jurisdiction over the Revocable Trust confers upon this
Court the *exclusive* jurisdiction to hear and decide all matters relating to the internal affairs of the
Revocable Trust.

///

///

B. THIS COURT SHOULD INSTRUCT LAM TO DISTRIBUTE THE REMAINDER OF THE REVOCABLE TRUST ESTATE TO PETITIONER AFTER LAM'S DISCRETIONARY PAYMENT OF EXPENSES.

Article V of the Revocable Trust provides:

5.1 **Payment of Expenses.** Upon the death of the Trustor, the Trustee may, in sole discretion, pay from the income and/or principal of this Trust, the administrative expenses, the expenses of the last illness and funeral of the Trustor, and any other debt owed by Trustor. Following such payments, the principal and undistributed income of the Trust shall be administered as set forth herein.

5.2 **Distribution of the Remaining Trust Estate.** The remaining trust estate shall be distributed to the NT LEGACY TRUST dated the 15th day of October, 2009, Co-Trustees, P. STERLING KERR and MARY V. KAUFMAN.

NRS 153.031(g) and (q) provide this Court authority to instruct Lam to distribute the remainder of the Revocable Trust to Petitioner in his capacity as Trustee of the Legacy Trust. Upon information and belief, with the exception of possible estate taxes at which Petitioner is making provision for, there are no outstanding administrative expenses, last illness and funeral expenses, or any other debt owed by Trustor. However, the nature and extent of Tran's debts and the Revocable Trust's assets are unknown to the Petitioner because no inventory or accounting has been provided to him.¹

C. THIS COURT SHOULD REQUIRE LAM TO PROVIDE THE PETITIONER AN INVENTORY AND ACCOUNTING.

On March 22, 2017, Petitioner sent Lam a written demand for information pertaining to the real property owned by the Revocable Trust. *See, Ex. 5.* Lam refused to do so. *See, Ex. 6.* NRS 165.030 states:

Inventory of trust property. An interested person to whom a trustee is required to account pursuant to this chapter may provide a written request to the trustee at any time 60 days or more after the appointment of the trustee which seeks a list of assets of the trust estate known to the trustee. The trustee shall serve the information to the requesting interested party in the same manner required for notice, as set forth in NRS 155.010 within 15 days after receipt of the written request.

¹ Pursuant to NRS 165.141, Petitioner will serve on Lam a written demand for account. In the event that Lam refuses or does not provide an adequate accounting, Petitioner reserves his right to petition the Court for an order requiring Lam to provide a full and adequate accounting pursuant to NRS 165.190. Section 10.2 of the Trust also provides that Lam "shall" render an accounting upon request. *See, Ex. 1*, at p. 14.

1 Petitioner, as Trustee of the Legacy Trust, is clearly an interested person as he is the
2 remainder beneficiary of the Revocable Trust. Lam has been a trustee of the Revocable Trust
3 since October 15, 2009. Under NRS 165.030, Lam was required to provide the Petitioner the
4 information requested, including a list of all assets owned by the Revocable Trust, within 15 days
5 after Lam's receipt of the Petitioner's March 22, 2017, letter. He failed to do so. Accordingly, the
6 Court should instruct Lam to provide such information without any further delay.

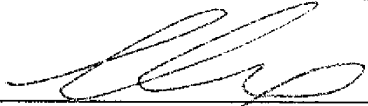
7 Similarly, under

8 **WHEREFORE**, Petitioner respectfully requests that this Court issue the following relief:

- 9 1. An order assuming *in rem* jurisdiction of the Revocable Trust;
- 10 2. An order confirming Charles Lam as Trustee of the Revocable Trust;
- 11 3. Instructions concerning the distribution of the remaining trust estate to Petitioner,
12 as Trustee of the Legacy Trust;
- 13 4. An order instructing Lam to provide Petitioner a list of all known assets owned by
14 the Revocable Trust, as of January 25, 2017, and
- 15 5. An order for any and all other relief just and warranted under the circumstances.

16 Dated this 12 day of October, 2017.

17 SOLOMON DWIGGINS & FREER, LTD.

18 
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VERIFICATION

Petitioner, P. STERLING KERR, whose mailing address is 2450 St. Rose Parkway, Suite 120, Henderson, Nevada 89074, declares under penalties of perjury of the State of Nevada:

That he is the Petitioner who makes the foregoing **PETITION TO ASSUME *IN REM* JURISDICTION OVER THE NT REVOCABLE TRUST, DATED OCTOBER 15, 2009, TO CONFIRM ITS TRUSTEE, FOR AN INVENTOARY AND FOR INSTRUCTIONS,** that he has read said petition and knows the contents thereof, and that the same is true of his own knowledge except for those matters stated on information and belief, and that as to such matters he believes them to be true.

DATED this 12th day of October, 2017


P. STERLING KERR, ESQ.

EXHIBIT 1

EXHIBIT 1

THE NT REVOCABLE LIVING TRUST
DATED THE 15th DAY OF OCTOBER, 2009

Prepared by:
LAW OFFICES OF P. STERLING KERR
1055 Whitney Ranch Drive, #110
Henderson, Nevada 89014
Telephone: (702) 451-2055

- TRAN0153

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TRUST AGREEMENT

OF THE NT REVOCABLE LIVING TRUST

THIS DECLARATION OF TRUST AGREEMENT is made on the ^{15th} day of October, 2009, by NHU THI TRAN (hereinafter referred to as the "Trustor" or "Grantor" when reference is made to her in her capacity as creator of this Trust and the transferor of the principal properties thereof), and NHU THI TRAN of Clark County, Nevada (hereinafter referred to as the "Trustee," when reference is made to her in her capacity as a Trustee or fiduciary hereunder);

Witness:

WHEREAS, the Trustor desires by this Trust Agreement to establish the "NT REVOCABLE LIVING TRUST" for the use and purposes hereinafter set forth, to make provisions for the care and management of certain of her present properties and for the ultimate distribution of the Trust properties;

NOW, THEREFORE, the Trustor hereby gives, grants, and transfers to the Trustee, IN TRUST, which Trustee hereby declares that she has received from the Grantor, the property listed on Schedule "A", (which schedule is attached hereto and made a part of this Trust Agreement), TO HAVE AND TO HOLD THE SAME IN TRUST, and to manage, invest and reinvest the same and any additions that may be made from time to time hereto, subject to the provisions of Trust as hereinafter provided.

All property subject to this Trust Indenture shall constitute the Trust estate and shall be held for the purpose of protecting and preserving it, collecting the income therefrom, and making distributions of the principal and income thereof as hereinafter provided.

Additional property may be added to the Trust estate, at any time and from time to time, by the Trustor or any person or persons, by inter vivos act or testamentary transfer, or by

insurance contract or Trust designation.

The property comprising the original Trust estate, during the life of the Trustor, shall retain its character as her separate property, as designated on the attached Schedule "A" or document of transfer or conveyance. Property subsequently received by the Trustee during the life of the Trustor may be listed on addenda to Schedule "A" and shall have the separate character designated thereon or on the document of transfer or conveyance.

ARTICLE I

NAME AND BENEFICIARIES OF THE TRUST

- 1.1 Name. The Trust created in this instrument may be referred to as the "NT REVOCABLE LIVING TRUST", and any separate Trust may be referred to by adding the name of the beneficiary.
- 1.2 Beneficiaries. The Trust estate created hereby shall be for the use and benefit of NHU THI TRAN and for the other beneficiaries named herein. The Trustor has three (3) now living children from a prior marriage; namely, CHARLIE LAM, VINCE LAM, and TONY LAM.

ARTICLE II

DISTRIBUTION OF INCOME AND PRINCIPAL WHILE THE TRUSTOR SHALL LIVE

- 2.1 Distributions While The Trustor Lives. During the lifetime of NHU THI TRAN, she shall be entitled to all income and principal of the Trust property without limitation.
- 2.2 Use of Residence. While the Trustor shall live, she may possess and use, without rental or accounting to Trustee, any residence owned by this Trust.
- ...
- ...

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Attorneys at Law

ARTICLE III
INCAPACITY

- 3.1 Incapacity of Trustor. If at any time, as certified in writing by two licensed physicians, the Trustor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared her incompetent, mentally ill, or in need of a guardian or conservator, the Successor Trustee shall pay to the Trustor or apply for her benefit, the amounts of net income and principal necessary, in the Successor Trustee's discretion, for the proper health, support and maintenance of the Trustor in accordance with her accustomed manner of living, until the incapacitated Trustor, either in the Successor Trustee's discretion or as certified by two licensed physicians, is again able to manage her own affairs or until her death.
- 3.2 Reliance on writing. Anyone dealing with this Trust may rely on the physicians' written statements regarding the Trustor's incapacity, or a photocopy of the statements, presented to them by the Successor Trustee. A third party relying on such written statements shall not incur any liability to any beneficiary for any dealings with the Successor Trustee in reliance upon such written statements. This provision is inserted in this Trust indenture to encourage third parties to deal with the Co-Trustee or Successor Trustee without the need for court proceedings.

ARTICLE IV
DISTRIBUTION OF HOUSEHOLD AND PERSONAL EFFECTS
AFTER DEATH OF TRUSTOR

- 4.1 Distribution of Personal Property. After the death of the Trustor, the Trustee shall distribute all tangible personal property of the deceased Trustor, including but not limited to, furniture, furnishings, rugs, pictures, books,

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Attorneys at Law

silverplate, linen, china, glassware, objects of art, wearing apparel, jewelry, ornaments, and automobiles in accordance with any written statement or list that the Trustor leaves disposing of this property. Any such statement or list then in existence shall be determinative with respect to all bequests made therein. Any property not included on said list shall be distributed as follows:

- (a) The Trustee shall distribute any remaining household and personal effects, which are not distributed by a written statement or list, equally to the surviving children of the Trustor, as they shall select. Any household and personal effects which the children of the Trustor do not select shall be added to the Trust created in Article V below. Any property to which the children of the Trustor, while under the age of Eighteen (18), become entitled may be delivered without bond to any suitable Guardian with whom the children of the Trustor reside to be kept for them until they attain the age of Eighteen (18) years.

ARTICLE V

DISTRIBUTION OF INCOME AND PRINCIPAL

AFTER DEATH OF THE TRUSTOR

- 5.1 Payment of Expenses. Upon the death of the Trustor, the Trustee may, in his sole discretion, pay from the income and/or principal of this Trust, the administrative expenses, the expenses of the last illness and funeral of the Trustor, and any other debt owed by Trustor. Following such payments, the principal and undistributed income of the Trust shall be administered as set forth herein.
- 5.2 Distribution of the Remaining Trust Estate. The remaining trust estate shall be distributed to the NT LEGACY TRUST dated the 15th day of October, 2009, Co-Trustees, P. STERLING KERR and MARY V. KAUFMAN.
- 5.3 Generation Skipping Trusts. If the special generation skipping transfer tax exemption election provided by Section 2652(a)(3) of the Internal Revenue Code (Code) is exercised as to any property held in this Trust or if this Trust is receiving property from any other Trust to which the special election has been made, the Trustee is authorized, at any time in the exercise of absolute discretion,

to set apart such property in a separate Trust so that its inclusion ratio, as defined in Section 2642(a) of the Code is or remains zero. If such Trust(s) is (are) created then any estate or death taxes shall be first charged against and paid out of the principal of the Trust(s) as to which the special election provided by Section 2652(a)(3) is not applicable.

- 5.4 Last Resort Clause. In the event that the principal of the Trust administered under this Article V is not disposed of under the foregoing provisions, the remainder, if any, shall be distributed, outright and free of Trust, to the heirs at law of NHU THI TRAN, their identities and shares to be determined according to the laws of the State of Nevada then in effect relating to the intestate succession of separate property.

ARTICLE VI

TRUSTEE'S DISCRETION ON DISTRIBUTION TO PRIMARY BENEFICIARIES

- 6.1 Delay of Distribution. Notwithstanding the distribution provisions of Article V, the following powers and directions are given to the Trustee:

- (a) If, upon any of the dates described in Article V, the Trustee for any reason described below determines, in the Trustee's sole discretion, that it would not be in the best interest of the beneficiary that a distribution take place, then in that event the said distribution shall be totally or partially postponed until the reason for the postponement has been eliminated. During the period of postponement, the Trustee shall have the absolute discretion to distribute income or principal to the beneficiary as the Trustee deems advisable for the beneficiary's welfare.
- (b) If said causes for delayed distribution are never removed, then the Trust share of that beneficiary shall continue until the death of the beneficiary and then be distributed as provided in this Trust Instrument. The causes of such delay in the distribution shall be limited to any of the following:
 - (1) The current involvement of the beneficiary in a divorce proceeding or a bankruptcy or other insolvency proceedings.
 - (2) The existence of a large judgment against the beneficiary.

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- (3) Chemical abuse or dependency, or the conviction of the beneficiary of a felony, involving drugs or narcotics, unless a five year period has followed said conviction.
- (4) The existence of any event that would deprive the beneficiary of complete freedom to expend the distribution from the Trust estate according to his or her own desires.
- (5) In the event that a beneficiary is not residing in the United States of America at any given time, then the Trustee may decline to transmit to him or her any part or all of the income and shall not be required to transmit to him or her any of the principal if, in the Trustee's sole and uncontrolled judgment, the political and/or economic conditions of such place of residence of the beneficiary are such that it is likely the money would not reach him or her, or upon reaching him or her, would be unduly taxed, seized, confiscated, appropriated, or in any way taken from him or her in such a manner as to prevent his or her use and enjoyment of the same.
- (6) The judicially declared incompetency of the beneficiary.
- (c) The Trustee shall not be responsible unless the Trustee has knowledge of the happening of any event set forth above.
- (d) To safeguard the rights of the beneficiary, if any distribution from his or her Trust share has been delayed for more than one (1) year, he or she may apply to the District Court in Las Vegas, Nevada, for a judicial determination as to whether the Trustee has reasonably adhered to the standards set forth herein. The Trustee shall not have any liability in the event the Court determines the Trustee made a good faith attempt to reasonably follow the standards set forth above.

ARTICLE VII

PROVISIONS RELATING TO TRUSTEESHIP

7.1

Successor Trustee. In the event of the death or incapacity of the original Trustee, ~~P. STERLING KERR~~ and CHARLIE LAM shall serve as Successor Co-Trustee of all of the Trusts hereunder. In the event either one of them should become deceased, unable or unwilling to serve as a Successor Co-Trustee, then the

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survivor of them shall serve as the sole Successor Trustee of all of the Trusts hereunder. In determining the incapacity of any Trustee serving hereunder, the guidelines set forth in Section 3.1 may be followed.

If no Successor Trustee is designated to act in the event of the death, incapacity or resignation of the Trustee then acting, or no Successor Trustee accepts the office, the Trustee then acting may appoint a Successor Trustee. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this Trust may appoint a Successor Trustee.

7.2 Liability Of Successor Trustee. No Successor Trustee shall be liable for the acts, omissions, or default of a prior Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the Trust, no Successor Trustee shall have any duty to audit or investigate the accounts or administration of any such Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust.

7.3 Acceptance By Trustee. A Trustee shall become Trustee or Co-Trustee jointly with any remaining or surviving Co-Trustees, and assume the duties thereof, immediately upon delivery of written acceptance to Trustor, during her lifetime and thereafter to any Trustee hereunder, or to any beneficiary hereunder, if for any reason there shall be no Trustee then serving, without the necessity of any other act, conveyance, or transfer.

7.4 Delegation By Trustee. Any individual Co-Trustee shall have the right at any time, by an instrument in writing delivered to the other Co-Trustee, to delegate to such other Co-Trustee any and all of the Trustee's powers and discretion.

7.5 Resignation Of Trustee. Any Trustee at any time serving hereunder may resign as Trustee by delivering to Trustor, during her lifetime and thereafter to any Trustee hereunder, or to any beneficiary hereunder if for any reason there shall be no Trustee then serving hereunder, an instrument in writing signed by the resigning

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Trustee.

- 7.6 Corporate Trustee. During the Trust periods, if any, that a corporate Trustee acts as Co-Trustee with an individual, the corporate Trustee shall have the unrestricted right to the custody of all securities, funds, and other property of the Trusts and it shall make all payments and distributions provided hereunder.
- 7.7 Majority. Subject to any limitations stated elsewhere in this Trust Indenture, all decisions affecting any of the Trust estate shall be made in the following manner: While three or more Trustees, whether corporate or individual, are in office, the determination of a majority shall be binding. If only two individual Trustees are in office, they must act unanimously.
- 7.8 Bond. No bond shall ever be required of any Trustee hereunder.
- 7.9 Expenses and Fees. The Successor Trustee shall be reimbursed for all actual expenses incurred in the administration of any Trust created herein. The Successor Trustee shall be entitled to reasonable compensation for service rendered to the Trust. In no event, however, shall the fees exceed those fees that would have been charged by state or federal banks in the jurisdiction in which the Trust is being governed. However, any corporate Trustee shall be entitled to compensation for its services in accordance with its published fee schedule.

ARTICLE VIII PROVISIONS RELATING TO TRUSTOR'S POWERS

- 8.1 Power To Amend. During the lifetime of the Trustor, this Trust Indenture may be amended in whole or in part by an instrument in writing, signed by the Trustor, and delivered to the Trustee. Upon the death of the Trustor, this Trust Indenture shall not be amended.
- 8.2 Power To Revoke. During the lifetime of Trustor, the Trustor may revoke this Trust Indenture by an instrument in writing, signed by the Trustor. Upon revocation, the Trustee shall deliver the revoked portion of the Trust property to

the Trustor. Upon the death of the Trustor, this Trust Indenture shall not be revoked.

8.3 Power To Change Trustee. During the lifetime of the Trustor, she may change the Trustee or Successor Trustee of this Trust by an instrument in writing.

8.4 Additions To Trust. Any additional property acceptable to the Trustee may be transferred to this Trust. The property shall be subject to the terms of this Trust.

8.5 Special Gifts. The Trustor may from time to time indicate her desire that special gifts be made from the Trust estate upon her death. If the Trustor has made known her desire in a writing referring to or attached to this Trust, the Trustee shall distribute the special gifts, free of Trust, upon the death of the Trustor. The gift shall be effective only if the writing is dated and signed by the Trustor.

If the Trustor becomes legally incompetent, or if in the Trustee's judgment reasonable doubt exists regarding capacity, the Trustee is authorized in such Trustee's sole discretion to continue any gift program which the Trustor had previously commenced, to make use of the federal gift tax annual exclusion. Such gifts may be made outright or in Trust.

ARTICLE IX

PROVISIONS RELATING TO TRUSTEE'S POWERS

9.1 Management Of Trust Property. With respect to the Trust property, except as otherwise specifically provided in this Trust, the Trustee shall have all powers now or hereafter conferred upon Trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the Trust. Any expenditure involved in the exercise of the Trustee's powers shall be borne by the Trust estate. Such powers shall include, but not be limited to, the following powers with respect to the assets in the Trust estate:

- (a) To register any securities or other property held hereunder in the name of the Trustee or in the name of a nominee, with or without the addition of

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words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of her respective funds.

- (b) To hold, manage, invest and account for the separate trusts in one or more consolidated funds, in whole or in part, as she may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (d) To borrow money, mortgage, hypothecate, pledge or lease trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of their discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of trust funds.
- (f) To invest and reinvest in their absolute discretion, and they shall not be restricted in their choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any actions and proceedings.
- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- (j) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of the

Trusts.

- (k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (l) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustees, or by direct payment of such beneficiary's expenses.
- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (n) To accept additions of property to the Trusts, whether made by the Trustors, a member of the Trustor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustees may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.
- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustee make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (r) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustee shall not limit her general powers, subject always to the discharge of her fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.

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- (t) The Trustee shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (u) In regard to the operation of any closely held business of the Trust, the Trustee shall have the following powers:
 - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.
 - (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.
 - (4) The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
 - (5) The power to invest or employ in such business such other assets of the Trust estate.
- (v) To borrow money at interest rates then prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the Trust property by mortgage, pledge, or otherwise, to make a guaranty of, including a third party

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guaranty.

- 9.2 Power to Appoint Agent. The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists, and other agents against the Trust, including any other related expenses.
- 9.3 Broad Powers Of Distribution. After the death of the Trustor, upon any division or partial or final distribution of the Trust estate, the Successor Trustee shall have the power to partition, allot and distribute the Trust estate in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee, in the Trustee's discretion, considers necessary to make such division or distribution. In making any division or partial or final distribution of the Trust estate, the Trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may, in the Trustee's discretion, make non pro rata divisions between Trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee, in his or her discretion, and no adjustment need be made to compensate for any difference in basis.
- 9.4 Apply For Government Assistance. The Trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other

government resources and community support services available to the elderly.

- 9.5 Catastrophic Health Care Planning. The Trustee shall have the power to explore and implement planning strategies and options and to plan and accomplish asset preservation in the event the Trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the Trustor's family residence; (2) pay off, partly or in full, the encumbrance, if any, on the Trustor's family residence; (3) purchase a family residence, if the Trustor does not own one; (4) purchase a more expensive family residence; (5) make gifts of assets for estate planning purposes to the beneficiaries and in the proportions set forth in Article V.

ARTICLE X

PROTECTION OF AND ACCOUNTING BY TRUSTEE

- 10.1 Protection. The Trustee shall not be liable for any loss or injury to the property at any time held by her hereunder, except only such as may result from her fraud, willful misconduct, or gross negligence. Every election, determination, or other exercise by Trustee of any discretion vested, either expressly or by implication, in her, pursuant to this Trust Indenture, whether made upon a question actually raised or implied in her acts and proceedings, shall be conclusive and binding upon all parties in interest.
- 10.2 Accounting. Upon the written request delivered or mailed to the Trustee by an income beneficiary hereunder, the Trustee shall render a written statement of the financial status of the Trust. Such statement shall include the receipts and disbursements of the Trust for the period requested or for the period transpired since the last statement and the principal of the Trust at the end of such period. Statements need not be rendered more frequently than annually.

ARTICLE XI
GENERAL PROVISIONS

- 11.1 Controlling Law. This Trust Indenture is executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of Nevada; provided, however, the Trustee shall have the discretion, exercisable at any later time and from time to time, to administer any Trust created hereunder pursuant to the laws of any jurisdiction in which the Trustee, may be domiciled, by executing a written instrument acknowledged before a notary public to that effect, and delivered to the then income beneficiaries. If the Trustee exercises the discretion, as above provided, this Trust Indenture shall be administered from that time forth by the laws of the other state or jurisdiction.
- 11.2 Spendthrift Provision. No interest in the principal or income of any Trust created under this Trust Instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This provision shall not apply to a Trustor's interest in the Trust estate. The income and principal of this Trust shall be paid over to the beneficiary at the time and in the manner provided by the terms of this Trust, and not upon any written or oral order, nor upon any assignment or transfer by the beneficiary, nor by operation of law.
- 11.3 Perpetuities Savings Clause. Unless terminated earlier in accordance with other provisions of this Trust, any Trust hereby created or created by the exercise of any power hereunder shall terminate Twenty-one (21) years after the death of the last survivor of the following: (1) the Trustor; (2) all the issue of Trustor who are living at the death of the Trustor; and (3) all named beneficiaries who are living at the death of the Trustor, or upon the expiration of the maximum period authorized by the laws of the State of Nevada or the state by which the Trust is then being governed. Upon such termination, the Trust estate, and any accumulations

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thereon, shall be distributed to those persons and in the same proportions as the income of the Trust is then being paid.

- 11.4 No-Contest Provision. The Trustor specifically desires that this Trust Indenture and these Trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these Trusts or any other person, whether stranger, relative or heir, or any legatee or devisee under the Last Will and Testament of either the Trustor or the successors-in-interest of any such persons, including the Trustor's estate under the intestate laws of the State of Nevada or any other state lawfully or indirectly, singly or in conjunction with another person, seek or establish to assert any claim or claims to the assets of these Trusts established herein, or attack, oppose or seek to set aside the administration and distribution of the Trusts, or to invalidate, impair or set aside its provisions, or to have the same or any part thereof declared null and void or diminished, or to defeat or change any part of the provisions of the Trusts established herein, then in any and all of the above-mentioned cases and events, such person or persons shall receive One Dollar (\$1.00), and no more, in lieu of any interest in the assets of the Trusts or interest in income or principal.

- 11.5 Provision For Others. The Trustor has, except as otherwise expressly provided in this Trust Indenture, intentionally and with full knowledge declined to provide for any and all of her heirs or other persons who may claim an interest in her respective estates or in these Trusts.

- 11.6 Severability. In the event any clause, provision or provisions of this Trust Indenture prove to be or be adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

- 11.7 Physical Division of Property Not Necessary. Physical segregation or division of the various trusts created hereunder is not required, except as may be necessary by the termination of any such trust. The Trustee is required to keep

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separate accounts for the various undivided trusts.

11.8 Distribution Of Small Trust. If the Trustee, in the Trustee's absolute discretion, determines that the amount held in Trust is not large enough to be administered in Trust on an economical basis, then the Trustee may distribute the Trust assets free of Trust to those persons then entitled to receive the same.

11.9 Headings. The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Indenture.

11.10 More Than One Original. This Trust Indenture may be executed in any number of copies and each shall constitute an original of one and the same instrument.

11.11 Interpretation. Whenever it shall be necessary to interpret this Trust, the masculine, feminine and neuter personal pronouns shall be construed interchangeably, and the singular shall include the plural and the singular.

11.12 Definitions. The following words are defined as follows:

- (a) "Principal" and "Income". Except as otherwise specifically provided in this Trust Indenture, the determination of all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses thereon shall be governed by the provisions of Nevada's Revised Uniform Principal and Income Act, or its equivalent, as it may be amended from time to time and so long as such Act does not conflict with any provision of this instrument. Notwithstanding such Act, no allowance for depreciation shall be charged against income or net income payable to any beneficiary.
- (b) "Education". Whenever provision is made in this Trust Indenture for payment for the "education" of a beneficiary, the term "education" shall be construed to include technical or trade schooling, college or postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice and in determining payments to be made for such college or post-graduate education, the Trustees shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable.
- (c) "Child, Children, Descendants or Issue". As used in this instrument, the term "descendants" or "issue" of a person means all of that person's lineal descendants of all generations. The terms "child, children, descendants or issue" include adopted persons, but do not include a step-child or

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step-grandchild, unless that person is entitled to inherit as a legally adopted person.

- (d) "Tangible Personal Property". As used in this instrument, the term "tangible personal property" shall not include money, evidences of indebtedness, documents of title, securities and property used in a trade or business.

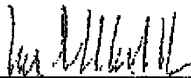
EXECUTED in Clark County, Nevada, on the 6th day of October, 2009.



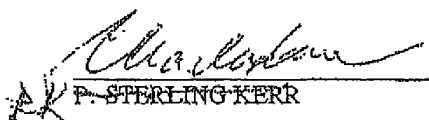
NHU THI TRAN

ACCEPTANCE BY TRUSTEE

We certify that we have read the foregoing Declaration of Trust and understand the terms and conditions upon which the Trust estate is to be held, managed, and disposed of by us as Co-Trustees. We accept the Declaration of Trust in all particulars and acknowledge receipt of the trust property described in Schedule "A" attached hereto, identified by our signatures.



NHU THI TRAN



AK P. STERLING KERR

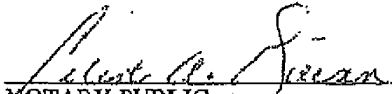
CHARUE LAM

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STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the 15th day of October, 2009, before me, the undersigned, a Notary Public in and for such County and State, personally appeared NHU THI TRAN, known to me to be the Trustor and Co-Trustee whose name is subscribed to the within instrument and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.


NOTARY PUBLIC

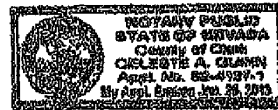


EXHIBIT 2

EXHIBIT 2

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

CERTIFICATE OF REVOCABLE LIVING TRUST

NHU THI TRAN, being first duly sworn, deposes and says:

Contemporaneously with the execution of this Certificate, the undersigned, NHU THI TRAN, a resident of Clark County, Nevada, has executed that certain document entitled, the "NT REVOCABLE LIVING TRUST" dated the 15th day of October, 2009, which provides in pertinent parts as follows:

1. **GRANTOR:** The Grantor under the terms of said Trust is NHU THI TRAN.
2. **TRUSTEE:** The Trustee under said Trust is NHU THI TRAN.
3. **SUCCESSOR TRUSTEE:** In the event that the original Trustee shall for any reason cease to act as Trustee, ~~P. STERLING KERR~~ and CHARLIE LAM shall serve as Successor Co-Trustee of all the Trusts hereunder. If either of them should become deceased, unable or unwilling to serve as a Successor Co-Trustee, the survivor of them shall serve as the sole Successor Trustee of all the Trusts hereunder.
4. **POWER TO AMEND OR REVOKE:** During the life of the Grantor, the Trust may be revoked in whole or in part by an instrument in writing signed by the Grantor and delivered to the Co-Trustees. The Grantor may at any time during her life amend any of the terms of the Trust by an instrument in writing signed by the Grantor and delivered to the Co-Trustees.
5. **CERTIFICATION:** The Trust has not been revoked or amended and all representations in this Certificate are correct.
6. **IDENTIFICATION NUMBER:** The Identification Number of the Trust shall be the social security number of the Trustor.
7. **FORM AND TITLE:** When transferring title to the Trust or naming the Trust as a beneficiary, new title should be held or the designation should be made as follows: "NHU THI TRAN, Trustee of the NT REVOCABLE LIVING TRUST, dated the 15th day of October, 2009," or "NHU THI TRAN, Trustee u/a/d the 15th of October, 2009," The term u/a/d stands for "under agreement dated,"

8. POWERS OF TRUSTEE(S):

- (a) To register any securities or other property held hereunder in the names of Trustees or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustees shall show that all such investments are part of their respective funds.
- (b) To hold, manage, invest and account for the separate Trusts in one or more consolidated funds, in whole or in part, as they may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustees' books of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (d) To borrow money, mortgage, pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of their discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of Trust funds.
- (f) To invest and reinvest in their absolute discretion, and they shall not be restricted in their choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any actions and proceedings.

- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- (j) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustees may deem necessary to make division or partial or final distribution of any of the Trusts.
- (k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (l) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustees, or by direct payment of such beneficiary's expenses.
- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (n) To accept additions of property to the Trusts, whether made by the Trustors, a member of the Trustors' family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustees may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.
- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustors request but do not direct, that the Trustees make distributions in a manner

which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.

- (r) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustees shall not limit their general powers, subject always to the discharge of their fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- (t) The Trustees shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (u) In regard to the operation of any closely held business of the Trust, the Trustees shall have the following powers:
 - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.
 - (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers,

employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.

- (4) The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
- (5) The power to invest or employ in such business such other assets of the Trust estate.
- (v) To borrow money at interest rates then prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the Trust property by mortgage, pledge, or otherwise, to make a guaranty of, including a third party guaranty.

FURTHER YOUR AFFIANT SAYETH NAUGHT.



NHU THI TRAN, Trustee

SUBSCRIBED and SWORN to before me
this 15th day of October, 2009.



NOTARY PUBLIC

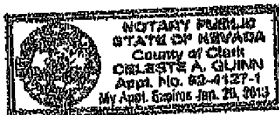


EXHIBIT 3

EXHIBIT 3

RESIGNATION OF TRUSTEE

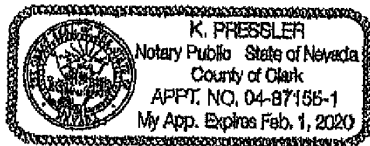
The undersigned, as a current Co-Trustee of the "NT LEGACY TRUST" dated October 15, 2009, hereby resigns as Co-Trustee with limited powers, as set forth in paragraphs 4 and 5 of Schedule VI to the NT LEGACY TRUST, effective upon signature herein.

DATED this 3 day of May, 2016.

Mary V. Kauffman
Mary V. Kauffman

STATE OF NEVADA }
COUNTY OF CLARK } ss.

On this 03 day of ^{June}~~May~~, in the year 2016, before me,
Mary V. Kauffman, personally appeared Mary V. Kauffman personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.



K. Pressler
NOTARY PUBLIC

JRAN0062

EXHIBIT 4

EXHIBIT 4

STATE OF NEVADA

CERTIFICATE OF VITAL RECORD

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC AND BEHAVIORAL HEALTH VITAL STATISTICS

CERTIFICATE OF DEATH

CASE FILE NO. 3937985

2017001484
STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK	1a. DECEASED-NAME (FIRST,MIDDLE,LAST,SUFFIX) Nhu THI TRAN		2. DATE OF DEATH (Mo/Day/Year) January 25, 2017		3a. COUNTY OF DEATH Clark	
	3b. CITY, TOWN, OR LOCATION OF DEATH Las Vegas		3c. HOSPITAL OR OTHER INSTITUTION (Name, if not other, give street or apt. no. If Hosp. or Inst. indicate DOA, On Emer. Rm. Inpatient (Specify)) Home		4. SEX Female	
DECEDENT	5. RACE (Specify) Vietnamese		7a. AGE-Last birthday (Years) 83		7b. UNDER 1 YEAR MO DAY HOURS MIN	
	8. Hispanic Origin? Specify No - Non-Hispanic		7c. UNDER 1 DAY MO DAY HOURS MIN		8. DATE OF BIRTH (Mo/Day/Yr) October 10, 1933	
IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REG. FROM COMPLETE BOX OF REG. SINCE 1988	9a. STATE OF BIRTH (If not USA, name country) Vietnam		9b. CITIZEN OF WHAT COUNTRY United States		10. EDUCATION 5	
	11. SOCIAL SECURITY NUMBER [REDACTED]		12. MARITAL STATUS (Specify) Divorced		13. SURVIVING SPOUSE'S NAME (Last name prior to first marriage) [REDACTED]	
PARENTS	14a. USUAL OCCUPATION (Give Kind of Work Done During Most of Owner) Owner		14b. KIND OF BUSINESS OR INDUSTRY Retail		Ever in US Armed Forces? No	
	15a. RESIDENCE - STATE Nevada		15b. COUNTY Clark		15c. CITY, TOWN OR LOCATION Las Vegas	
DISPOSITION	16a. FATHER/PARENT - NAME (First Middle Last Suffix) Thai TRAN		17. MOTHER/PARENT - NAME (First Middle Last Suffix) Mien VU		18. STREET AND NUMBER 3635 Hammock Street	
	19a. INFORMANT - NAME (Type or Print) Charlie LAM		19b. MAILING ADDRESS (Street or R.F.D. No. City or Town, State, Zip) 3635 Hammock Street Las Vegas, Nevada 89147		19c. LOCATION City or Town State Las Vegas Nevada 89101	
TRADE CALL	20a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation		20b. CEMETERY, OR CREMATORY - NAME Desert Crematory		20c. NAME AND ADDRESS OF FACILITY Desert Memorial Cremation and Burial	
	20d. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) CHRIS WALTERS		20e. FUNERAL DIRECTOR LICENSE NUMBER 64		20f. NAME AND ADDRESS OF FACILITY 1111 Las Vegas Blvd N Las Vegas NV 89101	
CERTIFIER	21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) 21b. DATE SIGNED (Mo/Day/Yr) 21c. HOUR OF DEATH		22a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) 22b. DATE SIGNED (Mo/Day/Yr) 22c. HOUR OF DEATH		22d. PRONOUNCED DEAD (Mo/Day/Yr) 22e. PRONOUNCED DEAD AT (Hour)	
	21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) Timothy Dutra MD 1704 Pinto Lane Las Vegas, NV 89106		22f. LICENSE NUMBER 13602		23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Timothy Dutra MD 1704 Pinto Lane Las Vegas, NV 89106	
REGISTRAR	24a. REGISTRAR (Signature) NANCY BARRY		24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) January 27, 2017		24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
	25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) (a) Atherosclerotic And Hypertensive Cardiovascular Disease		25b. INTERVAL BETWEEN ONSET AND DEATH		25c. INTERVAL BETWEEN ONSET AND DEATH	
CAUSE OF DEATH	(b) DUE TO, OR AS A CONSEQUENCE OF:		(b) DUE TO, OR AS A CONSEQUENCE OF:		(b) DUE TO, OR AS A CONSEQUENCE OF:	
	(c) DUE TO, OR AS A CONSEQUENCE OF:		(c) DUE TO, OR AS A CONSEQUENCE OF:		(c) DUE TO, OR AS A CONSEQUENCE OF:	
CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST	PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I.		20. AUTOPSY (Specify Yes or No) No		21. WAS CASE REFERRED TO CORONER (Specify Yes or No) Yes	
	28a. ACC. SUICIDE, MVA, UNDET. OR PENDING INVT. (Specify)		28b. DATE OF INJURY (Mo/Day/Yr)		28c. HOUR OF INJURY	
28d. INJURY AT WORK (Specify Yes or No)		28e. PLACE OF INJURY- At home, farm, street, factory, office building, etc. (Specify)		28f. LOCATION STREET OR R.F.D. No. CITY OR TOWN STATE		

LOCAL REGISTRAR

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents authorized by state Board of Health pursuant to NRS 440.175.

VRS-Rev-20120529



413858
DATE ISSUED: **MAY 3 1 2017**
This copy not valid unless prepared on watermarked security paper displaying date, seal and signature of Registrar.
SOUTHERN NEVADA HEALTH DISTRICT • P.O. Box 3902 • Las Vegas, NV 89127 • 702-759-1042 • Tax ID # 88-0151573

Registrar of Vital Statistics

By: *Deacey White*



TRAN0128

EXHIBIT 5

EXHIBIT 5

Law Offices of P. STERLING KERR

March 22, 2017

Charles Lam
Acting Manager
Tran Properties, LLC
P.O. Box 27738
Las Vegas, NV 89126

Re: Trust Estate of Nhu Thi Tran

Mr. Lam:

I was sorry to hear of the passing of Mrs. Tran last month. As you know she and I had a long history as attorney and client on many matters. As a result of her death, my role as successor trustee of her Trust has come to the forefront. Accordingly, I have a duty to follow the wishes of Mrs. Tran as expressed in her estate plan and proceed to administer her Trust Estate.

The estate plan of Mrs. Tran consists of the following:

- 1) NT Legacy Trust (Irrevocable Trust under NRS Chapter 166). This Trust holds 100% of the membership interest in a Nevada limited liability company (Tran Enterprises, LLC). I am the successor trustee of this trust.
- 2) NT Revocable Trust (this Trust holds a limited amount of real property). Charles Lam is the Trustee of this Trust. By the terms of the NT Revocable Trust, all Trust assets pour into the NT Legacy Trust.
- 3) Tran Enterprises, LLC (a Nevada limited liability company). This entity owns a significant amount of real property. Charles Lam is the manager of the entity. As stated above, all of the membership interest is held in the name of NT Legacy Trust. A small minority percentage membership interest was potentially to be assigned to Charles Lam (at the discretion of the successor trustee to the NT Legacy Trust). I currently hold the executed original membership assignment.
- 4) In addition, a charitable non-profit entity was formed but is currently in revoked status. This non-profit was to accomplish the stated goal of Mrs. Tran in the NT Legacy Trust.

As you can see, the estate plan was complicated and will require my investigation to ascertain all of the assets and prepare a plan of distribution. Ultimately, the administration of the trust will require the sale of all the real property held in the trust. I have begun putting together a list of the real property and other assets.

In your role as manager of Tran Enterprises, LLC during Mrs. Tran's lifetime and successor trustee of the NT Revocable Trust, I am formally requesting that you provide to me the following documents for my review:

2450 St. Rose Parkway • Suite 120 • Henderson, NV 89074
Phone: (702) 451-2055 • Fax: (702) 451-2077
www.sterlingkerrlaw.com

TRAN0124


- 1) 2011 through 2016 tax returns for Tran Enterprises, LLC
- 2) 2016 through to the present bank statements for any Tran Enterprises, LLC bank account
- 3) Copies of any Purchase Agreements, covering any of the Tran Enterprises, LLC or NT Revocable Trust properties currently under contract and in escrow
- 4) All listing agreements with any real estate company or broker covering land held by Tran Enterprises, LLC or the NT Revocable Trust
- 5) All files maintained on each such piece of real property held by Tran Enterprises, LLC and the NT Revocable Trust

There will likely be other documents which I will need you to provide as I proceed with the trust administration and I expect your full cooperation. Please provide the requested documents to my office or via email to sterling@sterlingkerrlaw.com no later than April 4, 2017.

Finally, be advised that you are hereby terminated as manager of Tran Enterprises, LLC. Contemporaneously with this letter I am filing an amended List of Managers and Members with the Nevada Secretary of State formalizing your removal as manager. Be advised that as successor trustee of the NT Legacy Trust which holds 100% of the membership interest of Tran Enterprises, LLC I have the authority to effect your termination as manager. The termination means that you are not to act on behalf of Tran Enterprises, LLC in any capacity. You are not to sign any conveyances, enter into any agreements or incur any debt on behalf of Tran Enterprises, LLC.

I would like to discuss the transition of the management of Tran Enterprises, LLC and conference with you concerning your ongoing role, if any, in the administration of Mrs. Tran's Trust Estate.

Sincerely,


P. Sterling Kerr
Successor Trustee of the NT Legacy Trust

TRAN0126

EXHIBIT 6

EXHIBIT 6

Charles Lam
% Nhu Thi Tran
P.O. Box 27738
Las Vegas, NV 89126

April 4, 2017

Law Office of P. Sterling Kerr, P.C.
2450 St. Rose Parkway
Henderson, NV

Re: Your Letter dated March 22, 2017

Counsel Kerr:

In reply to your Letter; First of all, I still am much in grievance and mourning of my dearest Mother's passing within the one hundred days in memoriam according to our culture. Therefore, I shall not oblige to your requirements.

Secondly, I would suggest that you shall not remove my capacity and title in Tran Enterprises, LLC. with the Secretary of State since I have been the Front man and the Hands-on active Mother and Son partnership, helping her business venture and carrying-on her successful legacy as a business woman for the last thirty years in Nevada, let alone other ten years in other business in California. Everyone in the Las Vegas Investment Community, including you, the Fed, the State, the County and the City know who I am in such representation role and talk-man for my Mother since she did not read nor write English and brokenly speak the language.

In addition, I currently have to handle three public nuisance abatement matters which involved homeless folks camping out on Tran Enterprises' parcels and one Zoning matter in Clark County. I had done that for years as long as my Mother and I had been in business together. Can you do that and advance the costs in the ten of thousand of dollars with your own money and time? I doubt it!

Last, you have written your Letter in such a commanding and punctual tone which concerned and worried me that you had done my Mother's Estate plan all with your own idea which lend me a suspicion that you had planned it all along with your own hidden agenda. Your Letter had further inflicted greater emotional distress to me in addition to the existing ones and had rendered me sleepless nights in the last two.

Truly,

Charles Lam

TRAN0127

251

EXHIBIT “4”

EXHIBIT “4”



1 Mark A. Solomon (#418)
Alexander G. LeVeque (#11183)
2 SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
3 Las Vegas, Nevada 89129
Telephone: 702.853.5483
4 Facsimile: 702.853.5485
msolomon@sdfnlaw.com
5 aleveque@sdfnlaw.com

6 *Attorneys for P. Sterling Kerr, Trustee of the*
7 *NT Revocable Trust, dated October 15, 2009*

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DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the

NT REVOCABLE LIVING TRUST, dated
October 15, 2009.

Case No.: P-17-093258-T
Dept. No.: XXVI/Probate

Date of Hearing: November 3, 2017
Time of Hearing: 9:30 a.m.

**ORDER GRANTING PETITION TO ASSUME *IN REM* JURISDICTION OVER THE NT
REVOCABLE TRUST, DATED OCTOBER 15, 2009, TO CONFIRM ITS TRUSTEE,
FOR AN INVENTORY, AND FOR INSTRUCTIONS**

This matter came on for hearing before this Court on November 3, 2017, regarding
Petitioner P. Sterling Kerr's Petition to Assume *In Rem* Jurisdiction over the NT Revocable Trust,
dated October 15, 2009, to Confirm its Trustee, for an Inventory, and for Instructions (the
"Petition"). The Court

FINDS that, after reviewing the Petition, and having received no objection thereto, due
and legal notice of the time and place of the hearing has been given in the manner required by
law; the Court further

FINDS that NT Revocable Trust, dated October 15, 2009 (the "Revocable Trust") is a
nontestamentary Trust domiciled in Nevada; the Court further

FINDS that Charles Lam is the Trustee of the Revocable Trust pursuant to Section 7.1 of
the Revocable Trust; the Court further

FINDS that, pursuant to Section 5.2 of the Revocable Trust, the Trustees of the NT
Legacy Trust, dated October 15, 2009 (the "Legacy Trust") are the remainder beneficiaries of the
Revocable Trust; the Court further

1 FINDS that Petitioner P. Sterling Kerr is the Successor Trustee of the Legacy Trust; the
2 Court further

3 FINDS that, as Successor Trustee of the Legacy Trust, Petitioner P. Sterling Kerr is an
4 "interested person" with regard to the Revocable Trust pursuant to NRS 132.185; the Court
5 further

6 FINDS that on March 22, 2017, Petitioner sent Charles Lam, Trustee of the Revocable
7 Trust, a written demand for information pertaining to the real property owned by the Revocable
8 Trust; the Court further

9 FINDS that, pursuant to NRS 165.030, Charles Lam was required to provide the
10 Petitioner, as remainder beneficiary of the Revocable Trust, an inventory of the Revocable Trust's
11 assets yet failed to do so; the Court further

12 FINDS that, pursuant to Section 5.2 of the Revocable Trust, Charles Lam is required to
13 distribute the remainder of the Revocable Trust estate to Petitioner, as Trustee of the Legacy
14 Trust; it is therefore

15 **ORDERED, ADJUDGED, AND DECREED** that P. Sterling Kerr's Petition is
16 GRANTED; it is further

17 **ORDERED, ADJUDGED, AND DECREED** that the Court takes exclusive *in rem*
18 jurisdiction of the NT Revocable Trust, dated October 15, 2009; it is further

19 **ORDERED, ADJUDGED, AND DECREED** that the Court confirms Charles Lam as the
20 Trustee of the NT Revocable Trust, dated October 15, 2009; it is further

21 **ORDERED, ADJUDGED, AND DECREED** that Charles Lam shall, without delay,
22 provide a full inventory for the NT Revocable Trust, dated October 15, 2009, to Petitioner,
23 pursuant to NRS 164.030; it is further

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9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNLAW.COM

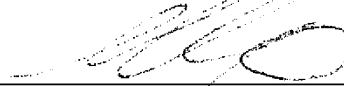


1 **ORDERED, ADJUDGED, AND DECREED** that, pursuant to Section 5.2 of the NT
2 Revocable Trust, dated October 15, 2009, Charles Lam shall distribute, without delay, the
3 remaining trust estate to P. Sterling Kerr, as Trustee of the NT Legacy Trust, dated October 15,
4 2009, immediately after the payment of expenses as set forth in Section 5.1.

5 DATED this 15th day of November, 2017.

6 
7 DISTRICT COURT JUDGE *SK*

8 Respectfully Submitted by:
9 SOLOMON DWIGGINS & FREER, LTD.

10 
11 Mark A. Solomon (#418)
12 Alexander G. Leveque (#11183)
13 9060 West Cheyenne Avenue
14 Las Vegas, Nevada 89129
15 Telephone: 702.853.5483
16 Facsimile: 702.853.5485

17 *Attorneys for Petitioner, P. Sterling Kerr*
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1 NOH
2 MARK A. SOLOMON, ESQ.
3 Nevada Bar No. 0418
4 Email: msolomon@sdfnlaw.com
5 ALEXANDER G. LEVEQUE, ESQ.
6 Nevada Bar No. 11183
7 Email: aleveque@sdfnlaw.com
8 SOLOMON DWIGGINS & FREER, LTD.
9 Cheyenne West Professional Centre
10 9060 West Cheyenne Avenue
11 Las Vegas, Nevada 89129
12 Telephone: (702) 853-5483
13 Facsimile: (702) 853-5485
14 *Attorneys for P. Sterling Kerr, Trustee of the*
15 *NT LEGACY Trust, dated October 15, 2009*

10 DISTRICT COURT

11 COUNTY OF CLARK, NEVADA

12 In the Matter of the:

13 NT LEGACY TRUST, dated
14 October 15, 2009

Case No.: P-17-093391-T

Dept. No.: XXVI/PROBATE
22

Hearing Date: December 15, 2017

Hearing Time: 9:30 a.m.

16 AMENDED NOTICE OF HEARING

17 PLEASE TAKE NOTICE that a hearing on the PETITION TO ASSUME IN REM
18 JURISDICTION OVER THE NT REVOCABLE TRUST, DATE OCTOBER 15, 2009,
19 PETITION TO CONFIRM TRUSTEE AND FOR INSTRUCTIONS; AND PETITION FOR
20 A DECLARATION THAT THE NT LEGACY TRUST IS THE SOLE MEMBER OF TRAN
21 ENTERPRISES, LLC AND PETITION TO EXPUNGE LIS PENDENS ; has been set on said
22 22nd
23 Petition has been set for the 15th day of December, 2017 at the hour of 9:30 a.m. at the
24 Regional Justice Center, in a Courtroom to be determined by the Probate Court, 200 Lewis
25 Avenue, Las Vegas, Nevada, 89155. All persons interested in said estate are notified to
26 appear and show cause why said Petition should not be granted. Further details concerning
27 this Petition can be had by reviewing the Court file at the office of the County Clerk at the
28

SOLOMON DWIGGINS & FREER, LTD.
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TEL: (702) 853-5483 | FAX: (702) 853-5485

SOLOMON DWIGGINS & FREER, LTD.
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TEL: (702) 853-5483 | FAX: (702) 853-5485

1 Regional Justice Center, or by contacting the attorney, whose name and address and telephone
2 number is:

3
4 **MARK A. SOLOMON, ESQ.**
5 **ALEXANDER G. LEVEQUE, ESQ.**
6 **SOLOMON DWIGGINS FREER, LTD.**
7 **9060 West Cheyenne Avenue**
8 **Las Vegas, NV 89129**
9 **702-853-5483**

10 **YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO RAISE AN OBJECTION.**

11 **DATED** November 29, 2017.

12 **SOLOMON DWIGGINS & FREER, LTD.**

13 */S/ ALEXANDER G. LEVEQUE*

14 By: _____

15 **MARK A. SOLOMON, ESQ.**
16 Nevada Bar No. 0418
17 Email: msolomon@sdfnvlaw.com
18 **ALEXANDER G. LEVEQUE, ESQ.**
19 Nevada Bar No. 11183
20 Email: aleveque@sdfnvlaw.com
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9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TEL: (702) 853-5483 | FAX: (702) 853-5485

CERTIFICATE OF SERVICE

PURSUANT TO NRCP 5(b), I HEREBY CERTIFY that on November 29, 2017, I served a true and correct copy of the **AMENDED NOTICE OF HEARING ON PETITION TO ASSUME *IN REM* JURISDICTION OVER THE NT REVOCABLE TRUST, DATED OCTOBER 15, 2009, PETITION TO CONFIRM TRUSTEE AND FOR INSTRUCTIONS, AND PETITION FOR A DECLARATION THAT THE NT LEGACY TRUST IS THE SOLE MEMBER OF THE TRAN ENTERPRISES LLC AND PETITION TO EXPUNGE LIS PENDENS** to the following, in the manner set forth below:

By U.S. Mail, postage prepaid to:

Mary Kaufman
2036 Laggia Court
Las Vegas, NV 89117

Tony Lam
5659 Seville Avenue
Huntington Park, CA 90255

Lisa Lam
5659 Seville Avenue
Huntington Park, CA 90255

Dennis Lam
629 Shenandoah Road
Corona, CA 95762

Vince Lam
629 Shenandoah Road
Corona, CA 92879

Ha Thi Tran
10990 High Land Meadow Village Dr.
Apt. 807
Houston, TX 77089


Bryan Lam
5956 Seville Avenue
Huntington Park, CA 90255

SOLOMON DWIGGINS & FREER, LTD.
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TEL: (702) 853-5483 | FAX: (702) 853-5485

1 And via eserve and email to:

2 Charles Lam, c/o
3 J. Michael Oakes, Esq.
4 FOLEY & OAKES, PC
5 626 S. Eighth Street
6 Las Vegas, NV 89101

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An Employee of SOLOMON DWIGGINS & FREER, LTD



1 **ORDR**

2 **J. MICHAEL OAKES, ESQ.**

3 Nevada Bar No. 1999

4 **FOLEY & OAKES, PC**

5 626 So. 8th Street

6 Las Vegas, Nevada 89101

7 (702) 384-2070 - office

8 (702) 384-2128 - facsimile

9 mike@foleyoakes.com

10 *Attorneys for Plaintiffs*

11 **DISTRICT COURT**

12 ***

13 **CLARK COUNTY, NEVADA**

14 CHARLES LAM, individually and derivatively
15 on behalf of TRAN ENTERPRISES, LLC, a
16 Nevada limited liability company, and as
17 Trustee of the NT REVOCABLE LIVING
18 TRUST, dated the 15th day of October, 2009

19 *Plaintiffs,*

20 vs.

21 P. STERLING KERR, individually and as
22 Trustee of the NT LEGACY TRUST, dated the
23 15th day of October, 2009, Nhu Tran
24 Foundation, Inc., a Nevada non-profit
25 corporation; and DOES I through V individuals;
26 and ROE VI through X Corporations and
27 Partnerships,

28 *Defendants.*

) Case No. A-17-760853-B

) Dept. No. XIII

) **ORDER GRANTING MOTION TO**
) **CONSOLIDATE CASES**

) **and**

) **DENYING COUNTERMOTION TO**

) **DISMISS PLAINTIFF'S FIRST**

) **AMENDED COMPLAINT, OR**

) **ALTERNATIVELY TO REFER THIS**

) **ACTION TO THE PROBATE**

) **COMMISSIONER**

) **Date: December 14, 2017**

) **Time: 9:00 a.m.**

29 In the matter of the

30 NT LEGACY TRUST, dated October 15, 2009

) **CONSOLIDATED WITH**

) **Case No. P-17-093391-T**

31 **FOLEY**
32 **&**
33 **OAKES**

1 In the matter of the
2 NT REVOCABLE LIVING TRUST, dated
3 October 15, 2009
4
5

CONSOLIDATED WITH
Case No. P-17-093258-T

6 **ORDER GRANTING MOTION TO CONSOLIDATE CASES**
7 **AND**
8 **ORDER DENYING COUNTERMOTION TO DISMISS PLAINTIFF'S FIRST**
9 **AMENDED COMPLAINT, OR ALTERNATIVELY TO REFER THIS ACTION TO**
10 **THE PROBATE COMMISSIONER**

11 This matter having come before the Court on December 14, 2017, for hearing in
12 Department XIII at 9:00 o'clock a.m. on the Plaintiff's Motion To Consolidate Cases, And To
13 Stay Proceedings In Second And Third Cases and on Defendant's Countermotion To Dismiss
14 Plaintiff's First Amended Complaint, Or Alternatively To Refer This Action To The Probate
15 Commissioner, with J. Michael Oakes, Esq., and Daniel T. Foley, Esq., appearing on behalf of
16 the Plaintiffs, and Lance Earl, Esq., and Alexander G. LeVeque, Esq., appearing on behalf of
17 Defendants and the Court having considered the arguments and all of the papers filed on behalf of
18 the parties, and good cause appearing therefor,

19 IT IS HEREBY ORDERED that the Motion to Consolidate Case Numbers A-17-760853-
20 B, P-17-093391-T, and P-17-093258-T is granted, and all three cases are hereby consolidated
21 pursuant to NRCP 42, and the portion of the Motion seeking a stay is denied as moot;

22 IT IS FURTHER ORDERED that the Motion to Dismiss the Amended Complaint and,
23 Alternatively, to Refer the Case to the Probate Commissioner, is denied. Defendants shall file an
24 answer or responsive pleading to the Amended Complaint within 10 days of the notice of entry of
25 this Order;

26 IT IS FURTHER ORDERED that a hearing will be held before this Court on December 21,
27 2017, to consider the motion to expunge lis pendens that was filed initially in case No. P-17-
28 093391-T, as part of the Petition filed therein. The hearing that was scheduled for December 22,
2017 before the Probate Commissioner is hereby vacated. The hearing on the Plaintiff's Motion

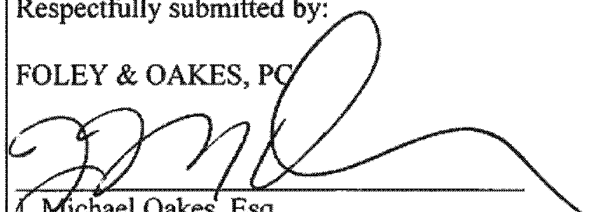
1 for Removal of Kerr shall remain on calendar before the Probate Commissioner on January 12,
2 2018.

3 DATED this 21st day of December, 2017.

4 
5 _____
6 DISTRICT COURT JUDGE

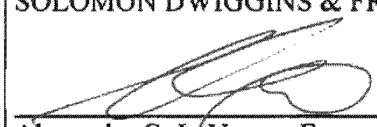
7 Respectfully submitted by:

8 FOLEY & OAKES, PC

9 
10 _____
11 J. Michael Oakes, Esq.
12 626 So. 8th Street
13 Las Vegas, Nevada 89101
14 *Attorneys for Plaintiffs*

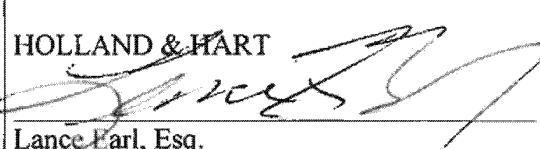
15 Approved as to Form and Content:

16 SOLOMON DWIGGINS & FREER, LTD.

17 
18 _____
19 Alexander G. LeVeque, Esq.
20 9060 West Cheyenne Avenue
21 Las Vegas, Nevada 89129

22 and

23 HOLLAND & HART

24 
25 _____
26 Lance Earl, Esq.
27 9555 Hillwood Drive, 2nd floor
28 Las Vegas, NV 89134
Attorneys for Defendants

**FOLEY
&
OAKES**

3 of 3



1 **NOE**
2 J. MICHAEL OAKES, ESQ.
3 Nevada Bar No. 1999
4 FOLEY & OAKES, PC
5 626 So. 8th Street
6 Las Vegas, Nevada 89101
7 (702) 384-2070 - office
8 (702) 384-2128 - facsimile
9 mike@foleyoakes.com
10 *Attorneys for Plaintiffs*

11 DISTRICT COURT
12 ***
13 CLARK COUNTY, NEVADA

14 CHARLES LAM, individually and derivatively
15 on behalf of TRAN ENTERPRISES, LLC, a
16 Nevada limited liability company, and as
17 Trustee of the NT REVOCABLE LIVING
18 TRUST, dated the 15th day of October, 2009

19 *Plaintiffs,*

20 vs.

21 P. STERLING KERR, individually and as
22 Trustee of the NT LEGACY TRUST, dated the
23 15th day of October, 2009, Nhu Tran
24 Foundation, Inc., a Nevada non-profit
25 corporation; and DOES I through V individuals;
26 and ROE VI through X Corporations and
27 Partnerships,

28 *Defendants.*

Case No. A-17-760853-B
Dept. No. XIII

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION TO
CONSOLIDATE CASES
and
DENYING COUNTERMOTION TO
DISMISS PLAINTIFF'S FIRST
AMENDED COMPLAINT, OR
ALTERNATIVELY TO REFER THIS
ACTION TO THE PROBATE
COMMISSIONER**

**Date: December 14, 2017
Time: 9:00 a.m.**

29 In the matter of the
30
31 NT LEGACY TRUST, dated October 15, 2009

32 CONSOLIDATED WITH
33 Case No. ~~P-17-093391-T~~ P-17-093391-T
34 ~~p-093903-t~~

**FOLEY
&
OAKES**

1 In the matter of the
2 NT REVOCABLE LIVING TRUST, dated
3 October 15, 2009
4
5
6

CONSOLIDATED WITH
Case No. P-17-093258-T

7 **NOTICE OF ENTRY OF ORDER GRANTING MOTION TO CONSOLIDATE CASES**
8 **AND**
9 **ORDER DENYING COUNTERMOTION TO DISMISS PLAINTIFF'S FIRST**
10 **AMENDED COMPLAINT, OR ALTERNATIVELY TO REFER THIS ACTION TO**
11 **THE PROBATE COMMISSIONER**

12 TO: All Parties and their counsel:

13 **YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE** that an Order was
14 entered with the above-entitled Court on December 26, 2017.

15 A copy of said Order is attached hereto.

16 DATED this 3rd day of January, 2018.

17 FOLEY & OAKES, PC

18 **/s/ J. Michael Oakes**
19 J. Michael Oakes, Esq.
20 Nevada Bar No. 1999
21 626 So. 8th Street
22 Las Vegas, NV 89101
23 (702) 384-2070
24 *Attorneys for Plaintiffs*
25
26
27
28

**FOLEY
&
OAKES**

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I hereby certify that I am an
3 employee of Foley & Oakes, PC, and that on the 3rd day of January, 2018, I served the
4 following document(s):

5 **NOTICE OF ENTRY OF ORDER GRANTING MOTION TO CONSOLIDATE CASES**
6 **AND**
7 **ORDER DENYING COUNTERMOTION TO DISMISS PLAINTIFF'S FIRST**
8 **AMENDED COMPLAINT, OR ALTERNATIVELY TO REFER THIS ACTION TO**
9 **THE PROBATE COMMISSIONER**

10 I served the above-named document(s) by the following means to the person s as listed
11 below:

12 ☐ **By United States Mail**, postage fully prepaid to person(s) and addresses as
13 follows:

14 ☒ **By Electronic Transmission through the ECF System:**

15 Lars Evensen, Esq.
16 Lance Earl, Esq.
17 Holland & Hart
18 9555 Hillwood Drive, 2nd floor
19 Las Vegas, NV 89134
20 Attorneys for Defendants

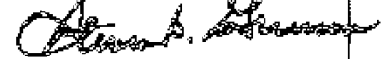
21 Mark A. Solomon, Esq.
22 Alexander G. LeVeque, Esq.
23 Craig D. Friedel, Esq.
24 Solomon Dwiggin & Freer, Ltd.
25 9060 West Cheyenne Avenue
26 Las Vegas, Nevada 89129
27 *Attorneys for P. Sterling Kerr, Trustee of the*
28 *NT Legacy Trust, dated October 15, 2009*

29 I declare under the penalty of perjury that the foregoing is true and correct.

30 **/s/ Elizabeth Lee Gould**
31 An employee of FOLEY & OAKES, PC

EXHIBIT “A”

EXHIBIT “A”



1 **ORDR**

2 **J. MICHAEL OAKES, ESQ.**

3 Nevada Bar No. 1999

4 **FOLEY & OAKES, PC**

5 626 So. 8th Street

6 Las Vegas, Nevada 89101

7 (702) 384-2070 - office

8 (702) 384-2128 - facsimile

9 mike@foleyoakes.com

10 *Attorneys for Plaintiffs*

11 **DISTRICT COURT**

12 ***

13 **CLARK COUNTY, NEVADA**

14 CHARLES LAM, individually and derivatively
15 on behalf of TRAN ENTERPRISES, LLC, a
16 Nevada limited liability company, and as
17 Trustee of the NT REVOCABLE LIVING
18 TRUST, dated the 15th day of October, 2009

19 *Plaintiffs,*

20 vs.

21 P. STERLING KERR, individually and as
22 Trustee of the NT LEGACY TRUST, dated the
23 15th day of October, 2009, Nhu Tran
24 Foundation, Inc., a Nevada non-profit
25 corporation; and DOES I through V individuals;
26 and ROE VI through X Corporations and
27 Partnerships,

28 *Defendants.*

Case No. A-17-760853-B

Dept. No. XIII

**ORDER GRANTING MOTION TO
CONSOLIDATE CASES**

and

DENYING COUNTERMOTION TO

DISMISS PLAINTIFF'S FIRST

AMENDED COMPLAINT, OR

ALTERNATIVELY TO REFER THIS

ACTION TO THE PROBATE

COMMISSIONER

Date: December 14, 2017

Time: 9:00 a.m.

In the matter of the

NT LEGACY TRUST, dated October 15, 2009

CONSOLIDATED WITH

Case No. P-17-093391-T

**FOLEY
&
OAKES**

1 In the matter of the
2 NT REVOCABLE LIVING TRUST, dated
3 October 15, 2009
4
5

CONSOLIDATED WITH
Case No. P-17-093258-T

6 **ORDER GRANTING MOTION TO CONSOLIDATE CASES**
7 **AND**
8 **ORDER DENYING COUNTERMOTION TO DISMISS PLAINTIFF'S FIRST**
9 **AMENDED COMPLAINT, OR ALTERNATIVELY TO REFER THIS ACTION TO**
10 **THE PROBATE COMMISSIONER**

11 This matter having come before the Court on December 14, 2017, for hearing in
12 Department XIII at 9:00 o'clock a.m. on the Plaintiff's Motion To Consolidate Cases, And To
13 Stay Proceedings In Second And Third Cases and on Defendant's Countermotion To Dismiss
14 Plaintiff's First Amended Complaint, Or Alternatively To Refer This Action To The Probate
15 Commissioner, with J. Michael Oakes, Esq., and Daniel T. Foley, Esq., appearing on behalf of
16 the Plaintiffs, and Lance Earl, Esq., and Alexander G. LeVeque, Esq., appearing on behalf of
17 Defendants and the Court having considered the arguments and all of the papers filed on behalf of
18 the parties, and good cause appearing therefor,

19 IT IS HEREBY ORDERED that the Motion to Consolidate Case Numbers A-17-760853-
20 B, P-17-093391-T, and P-17-093258-T is granted, and all three cases are hereby consolidated
21 pursuant to NRCP 42, and the portion of the Motion seeking a stay is denied as moot;

22 IT IS FURTHER ORDERED that the Motion to Dismiss the Amended Complaint and,
23 Alternatively, to Refer the Case to the Probate Commissioner, is denied. Defendants shall file an
24 answer or responsive pleading to the Amended Complaint within 10 days of the notice of entry of
25 this Order;

26 IT IS FURTHER ORDERED that a hearing will be held before this Court on December 21,
27 2017, to consider the motion to expunge lis pendens that was filed initially in case No. P-17-
28 093391-T, as part of the Petition filed therein. The hearing that was scheduled for December 22,
2017 before the Probate Commissioner is hereby vacated. The hearing on the Plaintiff's Motion

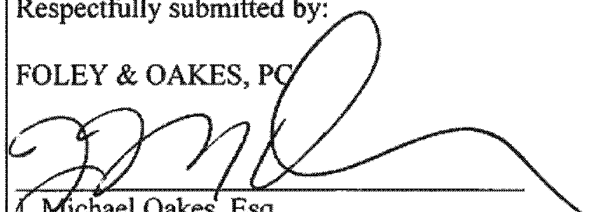
1 for Removal of Kerr shall remain on calendar before the Probate Commissioner on January 12,
2 2018.

3 DATED this 21st day of December, 2017.

4 
5 _____
6 DISTRICT COURT JUDGE

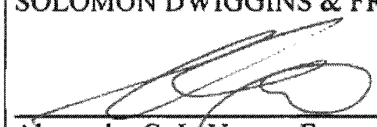
7 Respectfully submitted by:

8 FOLEY & OAKES, PC

9 
10 _____
11 J. Michael Oakes, Esq.
12 626 So. 8th Street
13 Las Vegas, Nevada 89101
14 *Attorneys for Plaintiffs*

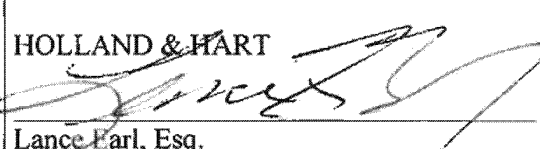
15 Approved as to Form and Content:

16 SOLOMON DWIGGINS & FREER, LTD.

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19 Alexander G. LeVeque, Esq.
20 9060 West Cheyenne Avenue
21 Las Vegas, Nevada 89129

22 and

23 HOLLAND & HART

24 
25 _____
26 Lance Earl, Esq.
27 9555 Hillwood Drive, 2nd floor
28 Las Vegas, NV 89134
Attorneys for Defendants

**FOLEY
&
OAKES**

3 of 3

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**Probate -
Trust/Conservatorships**

COURT MINUTES

December 14, 2017

P-17-093391-T In the Matter of the Trust of:
NT Legacy Trust

December 14, 2017 9:00 AM Motion to Consolidate

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Marwanda Knight

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Following arguments by counsel, COURT stated that it was a firm believer in the right hand knowing what the left hand is doing; determined that these cases could properly be consolidated, and ORDERED, Motion GRANTED and FURTHER ORDERED, Motion GRANTED relative to the stay of proceedings.

Mr. Oakes indicated he would submit the proposed order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**Probate -
Trust/Conservatorships**

COURT MINUTES

December 22, 2017

P-17-093391-T In the Matter of the Trust of:
NT Legacy Trust

December 22, 2017 9:30 AM Petition - HM

HEARD BY: Yamashita, Wesley

COURTROOM: RJC Courtroom 15B

COURT CLERK: Sharon Chun
Natalie Ortega

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Prior to the time set for hearing, COMMISSIONER RECOMMENDED, matter taken OFF
CALENDAR; subject to renote. /sc

Certification of Copy and Transmittal of Record

State of Nevada }
County of Clark } SS:

Pursuant to the Supreme Court order dated January 19, 2022, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises two volume with pages numbered 1 through 485.

In the Matter of the Trust of:

NT LEGACY TRUST, Dated October 15, 2009,

Case No: P-17-093391-T
Consolidated with A-17-760853-B
Dept. No: XIII

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 4 day of February 2022.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk