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Case #25CV474814  
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SUPERIOR COURT OF CALIFORNIA  
IN AND FOR THE COUNTY OF SANTA CLARA  
UNLIMITED CIVIL CASE

Case No.: 25CV474814

**HUNG THAI; TUOI LE;  
LOAN NGUYEN; LAN LAM;  
THU MAI TRAN; HIEN NGUYEN;  
AMY VU; and NANG TRAN,**

Plaintiffs,

v.

**VIETNAM TOWN CONDOMINIUM;  
OWNERS ASSOCIATION, a California  
corporation; VIETNAM  
TOWN PROPERTY, LLC, a California  
Limited Liability Company; SAN  
FRANCISCO DIVERSIFIED PROPERTIES,  
LLC, a California Limited Liability Company;  
LAP TANG, as an individual; JOSEPH NGUYEN,  
as an individual; ROSALIE CARTWRIGHT, as  
an individual; KHANH CAO HUU, as an  
individual; XIN TRAN, as an individual;  
JASON MAO, as an individual;  
JOHNSON WONG, as an individual;  
NGOC BUI, as an individual;  
and DOES 1-25, inclusive,**

Defendants.

**FIRST AMENDED COMPLAINT:**

1. Conversion;
2. Breach of Fiduciary Duty;
3. Failure to Enforce Governing Documents;
4. Selective or Arbitrary Enforcement of CC&Rs;
5. Unfair Business Practices (Bus. & Prof. Code § 17200 et seq.)

Plaintiffs, HUNG THAI (hereinafter “HUNG”); TUOI LE (“TUOI”); LOAN NGUYEN (“LOAN”); LAN LAM (“LAN”) THUY MAI TRAN (“THU”); HIEN NGUYEN (“HIEN”);

1 AMY VU (“AMY”); and NANG TRAN (“NANG”)(collectively “Plaintiffs”), bring this  
2 Complaint against Defendants, VIETNAM TOWN CONDOMINIUM OWNERS  
3 ASSOCIATION, a California corporation (VTCOA); VIETNAM TOWN PROPERTY , LLC, a  
4 California Limited Liability Company (“VTP LLC”); SAN FRANCISCO DIVERSIFIED  
5 PROPERTIES, LLC, a California Limited Liability Corporation (“SF DIVERSIFIED”); LAP  
6 TANG (“LAP”); NGOC BUI (“NGOC”); JOSEPH NGUYEN (“JOSEPH”); ROSALIE  
7 CARTWRIGHT (“ROSALIE”); KHANH CAO HUU (“KHANH”); XIN TRAN (“XIN”);  
8 JASON MAO (“JASON”); and JOHNSON WONG (“JOHNSON”)(collectively “Defendants”)  
9 for damages, allege as follows:  
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### 12 **JURISDICTION AND VENUE**

- 13 1. Defendants at all relevant times mentioned herein do business in the City of San Jose,  
14 County of Santa Clara, State of California.
- 15 2. The damages claimed suffered by Plaintiffs exceeds \$35,000.00.

### 16 **FACTUAL ALLEGATIONS**

- 17 3. Each of the aforementioned Plaintiffs are a competent adult.
- 18 4. Each of the aforementioned Plaintiff own a condominium unit in the Vietnam Town  
19 condominium development managed by the VTCOA and have paid their VTCOA’s dues.  
20 [AMY: Units 6090, 8087, and 8090; LOAN: Units 9060, 9084, 9000, 9066, and 9072;  
21 HUNG: Units 8087 and 8057; HIEN: Units 185, 190, 195, 100, 115; LAN: Unit 5160;  
22 TUOI: Units 2018 and 2021; THU: Units 8945, 8054 and 8048; and NANG: Units 5120  
23 and 5125]  
24  
25
- 26 5. Although Plaintiffs refer to the funds they and other condominium owners of the Vietnam  
27 Town condominium development pay the association for their dues, penalties, and  
28 special assessments (as well as any insurance proceeds arising out of damages to the

1 Vietnam Town condominium development paid by insurance purchased with funds  
2 provided by the condominium owners of Vietnam Town, such as Plaintiffs) as  
3 association funds, these funds do not actually belong to the association as the association  
4 cannot use them as they please. These funds have only been entrusted to the VTCOA and  
5 its officers/board of directors to be used only for the benefit of the condominium owners  
6 of Vietnam Town such as Plaintiffs for but not limited to much needed structural repairs  
7 to the condominium development. As the source and beneficiaries of the association  
8 funds, the condominium owners of Vietnam Town, such as Plaintiffs, have a significant  
9 interest in the association funds and is entitled to have it used for but not limited to much  
10 needed structural repairs to the condominium development.  
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13 6. Each of the aforementioned Defendant is a natural person except for the VTCOA, which  
14 is a California nonprofit corporation that is an association formed to manage a common  
15 interest development under the Davis-Stirling Common Interest Development Act; VTP,  
16 LLC, which is a California limited liability company; and SF DIVERSIFIED, a  
17 California limited liability company.  
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19 7. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein as  
20 DOES 1 through 25, inclusive, and therefore sues these defendants by such fictitious  
21 names. Plaintiffs will amend this complaint to allege their true names and capacities  
22 when ascertained. Plaintiffs are informed and believe and thereon allege that each of the  
23 fictitiously named defendants is negligent and responsible in some manner for  
24 occurrences hereinafter alleged, and that Plaintiffs' injuries as herein alleged were  
25 proximately caused by the negligence of these defendants.  
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- 1 8. At all times herein mentioned, DOES 1 through 25, and each of them were the agents  
2 and/or employees of Defendants and in doing the things hereinafter alleged; were acting  
3 in the course and scope of their agency and employment and with the express permission  
4 and consent of said Defendants.
- 5 9. JOSEPH, XIN, ROSALIE, KHANH, LAP, and NGOC were officers and/or members of  
6 the board of directors of the VTCOA at one point or another during the relevant period,  
7 2018 – present.
- 8 10. JOSEPH is employed by VTP, LLC and uses his position in the VTCOA mainly for the  
9 benefit of VTP, LLC.
- 10 11. Civil Code section 5806 actually requires Home Owners Associations (HOA) in  
11 California to carry “crime insurance, employee dishonesty coverage. . .and fidelity bond  
12 coverage” for the association’s directors, officers, and employees including the  
13 employees of any management company employed by the HOA,” imposing a duty on the  
14 HOA to answer for not only the negligent but also intentional misconduct of the  
15 aforementioned individuals.
- 16 12. Based on information and belief, Plaintiffs allege that VTP, LLC is owned by and are  
17 alter egos of JASON and LAP.
- 18 13. VTP, LLC purchased the unsold condominium units in the planned development called  
19 Vietnam Town Commercial Condominiums after LAP, the original developer, defaulted  
20 on a loan of over \$100 million.
- 21 14. Despite defaulting on more than \$100 million loan, LAP retains numerous units in  
22 Vietnam Town Commercial Condominiums under his and his wife’s name, NGOC BUI,  
23 and as mentioned above is believed to be the true owner of VTP, LLC who owns most of  
24 the unsold units in Vietnam Town.
- 25 15. The VTCOA just as any homeowners association should be a non-profit corporation, that  
26 was formed for the benefit of the collective condominium owners in the Vietnam Town  
27 condominium complex and the condominium owners pay their association dues to the  
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1 VTCOA so that it can pay for operating expenses for the benefit of the condominium  
2 owners. This creates a fiduciary duty on the VTCOA to act in the best interest of the  
3 collective condominium owners. However, it is actually operated more as a for profit  
4 business by and for the benefit of its officers and/or members of the board of directors,  
5 LAP, JASON, and VTP, LLC.

6 16. Plaintiffs are informed and believe and thereon allege that in 2022, the members of the  
7 board under the control of JOSEPH, who worked for VTP, LLC, sold a number of units  
8 to JOHNSON, an officer of and/or is the alter ego of SF DIVERSIFIED, with the  
9 incentive that the VTCOA dues would be substantially less than other condominium  
10 owners such as Plaintiffs. This is an unfair business practice as it shifts the burden of the  
11 cost for operating expenses to other condominium owners without their consent and  
12 allows JOHNSON and/or his alter ego SF DIVERSIFIED to benefit at the expense of  
13 other condominium owners by allowing JOHNSON and/or his alter ego SF  
14 DIVERSIFIED to save about \$140,000.00 per year on the association dues or about  
15 \$633,712.00 (including penalties and interests) since about June 2022.

16 17. Although a majority of the condominium owners in the Vietnam Town condominium  
17 complex are in favor of a change in the members of the VTCOA board of directors,  
18 inexplicably, all of the board members have kept their positions despite being disliked  
19 and alleged by condominium owners to have been unscrupulous though sham elections.  
20 As an example, ROSALIE who only received 7 votes out of 362, coming in dead last,  
21 however, has remained a part of the 3 member board of directors for the VTCOA for  
22 years. Recently, in September 2025, an election for board members was scheduled,  
23 however, this election was unilaterally postponed by ROSALIE because she missed the  
24 submission date to register as a candidate.

25 18. On 10/29/2025, an election for board members was held for the first in about 7 years.  
26 JASON was granted a seat without being subjected to an election process. Pursuant to  
27 Section 4.3 of the Bylaws of the Vietnam Town Condominium Owners Association  
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1 (“ByLaws”), elections should be staggered every 2 years. Given that there has been no  
2 election for 7 years, all of the board seats should be subjected to an election. JASON who  
3 is an agent for VTP, LLC have also failed to pay their assessments is not eligible to be a  
4 candidate pursuant to the Bylaws Section 5.1.

- 5 19. Also, through sham elections, it appears that the board of directors along with LAP,  
6 JASON and their alter ego VTP, LLC, who have all profited one way or another at the  
7 expense of the condominium owners such as Plaintiffs by acts such as but not limited to  
8 misusing the association dues for their own personal benefit and arbitrarily allowing  
9 certain condominium owners and developers to pay substantially less than other  
10 condominium owners, are now passing along this ability to make a profit by controlling  
11 the VTCOA to JOHNSON who is an agent and/or officer of SF DIVERSIFIED.  
12 20. None of the condominium owners know who JOHNSON is and as such, there should be  
13 no reason for JOHNSON to be elected to the board of directors, however, through a sham  
14 election, JOHNSON was elected as a member of the board of directors for the VTCOA.  
15 21. Based on information and belief, Plaintiffs allege that JOHNSON on behalf of SF  
16 DIVERSIFIED is on the board of directors to ensure that SF DIVERSIFIED is allowed to  
17 continue to underpay its share of the association dues, indicating that it was fully aware  
18 that it was unjustly enriched to the detriment of the other condominium owners such as  
19 Plaintiffs.  
20 22. Sham elections are also comprised of forged signatures on voting ballots and casting  
21 votes for condominium units that are not eligible to vote. The whole voting process lacks  
22 transparency and based on information is believed to be controlled by JOSEPH, LAP,  
23 JASON, and VTP, LLC.  
24

25 **FIRST CAUSE OF ACTION**

26 Conversion

27 (Against VTCOA, JOSEPH, ROSALIE, XIN, KHANH, LAP and NGOC)  
28

1 23. The allegations made in paragraphs 1-21 above are incorporated herein and made a part  
2 hereof.

3 24. Based on information that the substantial amount of funds collected and entrusted to the  
4 VTCOA and its officers (JOSEPH, ROSALIE, XIN) from the Vietnam Town  
5 Commercial Condominium owners through association dues and fines as well as over  
6 \$6,398,430.71 in insurance proceeds cannot be accounted for, it is believed that members  
7 and officers of the VTCOA, JOSEPH, ROSALIE, XIN, KHANH, LAP, and NGOC have  
8 secretly and fraudulently misappropriated these funds without the consent of the  
9 condominium owners, such as Plaintiffs, for their own benefit and for the benefit of  
10 JASON, VTP, LLC, and LAP with no intentions of returning any of the funds,  
11 substantially interfering with the necessary structural repairs to the Vietnam Town  
12 condominium development that is desperately needed for which the insurance proceeds  
13 were to be used and the condominium owners of Vietnam Town such as Plaintiffs are  
14 entitled to.

15 25. The officers and members of the board of directors of the VTCOA who have a fiduciary  
16 duty to the condominium owners of Vietnam Town to provide an accounting of the  
17 aforementioned association funds and insurance proceeds they were entrusted with failed  
18 to do so, when a demand for accounting of these funds were made by Plaintiffs.

19 26. Wherefore, Plaintiffs seek a judgment for compensatory damages against the VTCOA,  
20 JOSEPH, KHANH, XINH, ROSALIE, NGOC, LAP, JASON, and VTP, LLC for  
21 \$6,398,430.71 in addition to any association funds misappropriated that each have  
22 unjustly been enriched (amount to be determined according to proof) and each were  
23 aware was for the benefit of the collective condominium owners of the Vietnam Town  
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1 condominium development, such as Plaintiffs; enjoining JOSEPH, ROSALIE, XIN,  
2 KHANH, LAP, JASON, SF DIVERSIFIED'S agent, and NGOC from being an officer or  
3 member of the board of directors for the VTCOA indefinitely; and punitive damages in  
4 an amount to deter such malicious conduct pursuant to California Code, Civil Code  
5 §3294.  
6

7 **SECOND CAUSE OF ACTION**

8 Breach of Fiduciary Duty

9 (Against VTCOA, JOSEPH, ROSALIE, XIN, KHANH, LAP, and NGOC)

10 27. The allegations made in paragraphs 1-25 above are incorporated herein and made a part  
11 hereof.

12 28. The VTCOA by and through its board of directors and officers (JOSEPH, ROSALIE,  
13 XIN, KHANH, LAP, and NGOC) have failed to ensure that each unit owner pays its fair  
14 share of the association dues, which is calculated based on the square footage of the unit  
15 pursuant to Section 4.5 of the Vietnam Town Declaration a Plan for Commercial  
16 Condominium Ownership ("CC&Rs"). This unfairly shifts the burden of the operating  
17 costs of the Vietnam Town condominium complex to the rest of the condominium  
18 owners.

19 29. The VTCOA by and through its board of directors and officers (JOSEPH, ROSALIE,  
20 XIN, KHANH, LAP, and NGOC) have intentionally allowed units owned by NGOC,  
21 LAP, VTC, LLC and SF DIVERSIFIED to either be exempt from paying their dues or  
22 paying substantially less per square footage than all of the other Vietnam Town  
23 commercial condominium unit owners, unfairly forcing these other condominium owners  
24 to bear the cost of the operating expenses of the Vietnam Town commercial  
25 condominium complex. .

26 30. The VTCOA by and through its board of directors and officers (JOSEPH, ROSALIE,  
27 XIN, KHANH, LAP, and NGOC) allocated funds to repair SF DIVERSIFIED's  
28 condominium units rather than other more urgent repairs such as but not limited to the



1 parking garage that benefits the entire Vietnam Town Commercial Condominium unit  
2 owners by allowing more customers, which means more business and profits. It is unfair  
3 to favor one condominium owner at the expense of the rest of the condominium owners.

4 31. The lack of parking causes an interference in the business of all of the other Vietnam  
5 Town Commercial Condominium unit owners such as the Plaintiffs and their tenants, as  
6 the difficulty in finding a parking space reduces the volume of their businesses, leading to  
7 loss profits.

8 32. Since 2023, the VTCOA by and through its board of directors and officers (JOSEPH,  
9 XINH, and ROSALIE) failed to exercise due care when making major expenditures and  
10 committed waste in a sum of about \$1,024,593.00 such as paying \$162,398.00 for a trash  
11 compactor that is not permitted to be operated by the City before it ensured that it had all  
12 the proper permits; about \$199,000.00 for unusable sub-meters; and potentially wasting  
13 about \$663,195.00 to fix unapproved sub-meters.

14 33. The VTCOA by and through its board of directors and officers (JOSEPH, ROSALIE,  
15 XIN, KHANH, LAP, and NGOC) in secret passed the Third Amendment to the Vietnam  
16 Town Declaration a Plan for Commercial Condominium Ownership (“Third Amendment  
17 to the CC&Rs”) through the use of a sham voting process. None of the Vietnam Town  
18 Commercial Condominium unit owners other than those the VTCOA and its board of  
19 directors and officers (JOSEPH, ROSALIE, XIN, KHANH, LAP, and NGOC) favored  
20 were aware that there was a proposed Third Amendment that was to be voted on.

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22 34. The VTCOA by and through its board of directors and officers (JOSEPH, ROSALIE,  
23 XIN, KHANH, LAP, and NGOC) used the Third Amendment to the CC&Rs to allow  
24 them to increase its revenue by allowing them to assess fines over the use of certain areas  
25 of the Vietnam Town Commercial Condominium development that it previously had no  
26 authority over.  
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1 35. Since 2018, VTP, LLC has unpaid assessments, penalties, and interests that amounts to  
2 \$7,254,350.81 This is unfair to the rest of the condominium owners in Vietnam Town,  
3 such as Plaintiffs because it shifts the burden of the operating cost for Vietnam Town to  
4 them.  
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6 36. Since June 2022, SF DIVERSIFIED has also underpaid \$633,712.00 in assessments,  
7 penalties, and interests without the consent of the rest of the condominium owners of the  
8 Vietnam Town condominium development, such as Plaintiffs in addition to unpaid  
9 penalties and interests. This is unfair to the rest of the condominium owners because it  
10 shifts the burden of the operating cost for the Vietnam Town condominium development  
11 to them.  
12

13 37. Wherefore, Plaintiffs seek a judgment against the VTCOA, ROSALIE, JOSEPH, XIN,  
14 KHANH for compensatory damages in the amount of \$633,712.00 for allowing SF  
15 DIVERSIFIED to underpay its \$633,712.00 in assessments, penalties, and interests;  
16 against the VTCOA, JOSEPH, ROSALIE, XIN, KHANH, LAP, and NGOC for  
17 \$7,254,350.81 for allowing VTP, LLC underpay in assessments, penalties, and interests,  
18 which have unjustly enriched each of these condominium owners to the detriment of the  
19 rest of the condominium owners in terms of monetary savings that each (SF Diversified  
20 and VTP, LLC) were aware was for the benefit of the collective condominium owners of  
21 the Vietnam Town condominium development, such as Plaintiffs; against the VTCOA,  
22 ROSALIE, JOSEPH, XIN for \$1,024,593.00 for wasting the association funds; and  
23 enjoining JOSEPH, ROSALIE, XIN, KHANH, LAP, JASON, SF DIVERSIFIED'S  
24 agent and NGOC from being board members from being part of the board of directors for  
25 the VTCOA.  
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**THIRD CAUSE OF ACTION**

Failure to Enforce Governing Documents

(Against VTCOA, ROSALIE, JOSEPH, XIN, KHANH, LAP and NGOC)

38. The allegations made in paragraphs 1-36 above are incorporated herein and made a part hereof.

39. Pursuant to Civil Code § 5975, in an action to enforce the governing documents, the prevailing party shall be awarded reasonable attorney's fees and costs.

40. Wherefore, Plaintiffs seek a judgment against the VTCOA, ROSALIE, JOSEPH, and XIN for compensatory damages in the amount of \$633,712.00 for allowing SF DIVERSIFIED to underpay its \$633,712.00 in assessments, penalties, and interests; against the VTCOA, JOSEPH, ROSALIE, XIN, KHANH, LAP, and NGOC for \$7,254,350.81 for allowing VTP, LLC underpay in assessments, penalties, and interests, which have unjustly enriched each of these condominium owners to the detriment of the rest of the condominium owners in terms of monetary savings that each (SF Diversified and VTP, LLC) were aware was for the benefit of the collective condominium owners of the Vietnam Town condominium development, such as Plaintiffs; enjoining JOSEPH, ROSALIE, XIN, KHANH, LAP, JASON, SF DIVERSIFIED'S agent and NGOC from being board members from being part of the board of directors for the VTCOA; and enjoining the VTCOA and its officers/board of directors from allowing a condominium owner of the Vietnam Town condominium development to pay less than the fair share of the association dues as calculated according to CC&Rs Section 4.5; and attorney's fees and costs of litigation.

**FOURTH CAUSE OF ACTION**

Selective or Arbitrary Enforcement of the CC&Rs

(Against VTCOA, ROSALIE, JOSEPH, XIN, KHANH, LAP and NGOC)

1 41. The allegations made in paragraphs 1-39 above are incorporated herein and made a part  
2 hereof.  
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4 42. Wherefore, Plaintiffs seek a judgment against the VTCOA, ROSALIE, JOSEPH, and  
5 XIN for compensatory damages in the amount of \$633,712.00 for allowing SF  
6 DIVERSIFIED to underpay its \$633,712.00 in assessments, penalties, and interests;  
7 against the VTCOA, JOSEPH, ROSALIE, XIN, KHANH, LAP, and NGOC for  
8 \$7,254,350.81 for allowing VTP, LLC underpay in assessments, penalties, and interests,  
9 which have unjustly enriched each of these condominium owners to the detriment of the  
10 rest of the condominium owners in terms of monetary savings that each (SF Diversified  
11 and VTP, LLC) were aware was for the benefit of the collective condominium owners of  
12 the Vietnam Town condominium development, such as Plaintiffs; enjoining JOSEPH,  
13 ROSALIE, XIN, KHANH, LAP, JASON, SF DIVERSIFIED'S agent, and NGOC from  
14 being board members from being part of the board of directors for the VTCOA; and  
15 enjoining the VTCOA and its officers/board of directors from allowing a condominium  
16 owner of the Vietnam Town condominium development to pay less than the fair share of  
17 the association dues as calculated according to CC&Rs Section 4.5; and attorney's fees  
18 and costs of litigation.  
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22 **FIFTH CAUSE OF ACTION**

23 Unfair Business Practices  
24 (Against All Defendants, Except the VTCOA)

25 43. The allegations in paragraphs 1-41 are incorporated into this cause of action for relief  
26 under Business and Professions Code section 17200, et seq. (see Korea Supply Co. v.  
27 Lockheed Martin Corp. (2002) 29 Cal.4th 1134).  
28

1 44. It is alleged on information and belief that each of the Defendants' businesses have  
2 engaged in an unfair business practice and each of the individuals named as Defendants  
3 are liable as an agent by virtue of Business and Professions Code Section 17095; alter  
4 ego; and/or as a co-conspirator.

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6 45. More particularly, it is alleged on information and belief that Defendants JOSEPH,  
7 ROSALIE, XINH, KHANH, LAP, NGOC, JASON, JOHNSON, SF DIVERSIDIED, ,  
8 and VTP, LLC have acted and/or conspired with one another to commit acts such as but  
9 not limited to arbitrary assessment of fines to those not in their favor; reduce dues for  
10 themselves and those in their favor; misappropriate funds for their own benefit; self-  
11 dealing; and fraud in the operation of the VTCOA to the detriment and in contravention  
12 of the rights of the other Vietnam Town Commercial Condominium owners, such as the  
13 Plaintiffs, under Business and Professions Code section 17200 - including under the  
14 CC&Rs.  
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17 46. It is further alleged on information and belief that each of the Defendants will continue to  
18 engage in the unfair business practices alleged herein unless enjoined by the Court.

19 47. Defendants JOSEPH, ROSALIE, XINH, KHANH, LAP, NGOC, JASON, VTP, LLC,  
20 JOHNSON, and SF DIVERSIFIED conspired with one another to deliberately run the  
21 VTCOA as a for profit business benefiting themselves rather than a non-profit  
22 corporation that should equally benefit each and every Vietnam Town Commercial  
23 Condominium unit owners, such as the Plaintiffs.  
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25 48. Plaintiffs have lost money and profits and have otherwise been damaged, and continue to  
26 suffer such losses, as a direct result of the practices alleged.  
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1 49. Wherefore, Plaintiffs seek a judgment against the VTCOA, ROSALIE, JOSEPH, and  
2 XIN for compensatory damages in the amount of \$633,712.00 for allowing SF  
3 DIVERSIFIED to underpay its \$633,712.00 in assessments, penalties, and interests;  
4 against the VTCOA, JOSEPH, ROSALIE, XIN, KHANH, LAP, and NGOC for  
5 \$7,254,350.81 for allowing VTP, LLC underpay in assessments, penalties, and interests,  
6 which have unjustly enriched each of these condominium owners to the detriment of the  
7 rest of the condominium owners in terms of monetary savings that each (SF Diversified  
8 and VTP, LLC) were aware was for the benefit of the collective condominium owners of  
9 the Vietnam Town condominium development, such as Plaintiffs; enjoining JOSEPH,  
10 ROSALIE, XIN, KHANH, LAP, JASON, SF DIVERSIFIED'S agent, and NGOC from  
11 being board members from being part of the board of directors for the VTCOA; and  
12 enjoining the VTCOA and its officers/board of directors from allowing a condominium  
13 owner of the Vietnam Town condominium development to pay less than the fair share of  
14 the association dues as calculated according to CC&Rs Section 4.5; and attorney's fees  
15 and costs of litigation.

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19 **PRAYER FOR RELIEF**

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21 Plaintiff requests the following relief:

22 1. For compensatory damages:

23 (A) against the VTCOA, ROSALIE, JOSEPH and XIN, jointly and severally:

24 -\$1,024,593.00 (waste caused by ROSALIE, JOSEPH, and XIN);

25 (B) – against JOSEPH, KHANH, XIN, ROSALIE, NGOC, LAP, JASON, and VTP,

26 LLC (misappropriated association funds):

27 To be determined according to proof.  
28

(C) against the VTCOA, JOSEPH, XIN, ROSALIE, LAP, JASON, and VTP, LLC,  
jointly and severally:

-\$6,398,430.71 (unaccounted for insurance proceeds)

2. For Restitution/Unjust enrichment:

(A) against the VTCOA, JOSEPH, XIN, ROSALIE, LAP, JASON, VTP, LLC,  
JOHNSON, and SF DIVERSIFIED, jointly and severally:

-\$633,712.00 (underpayment of association assessments, penalties, and interests by  
SF Diversified);

(B) against the VTCOA, JOSEPH, KHANH, XINH, ROSALIE, NGOC, LAP, JASON,  
and VTP, LLC, jointly and severally:

-\$7,254,350.81 (underpayment of association assessments, penalties, and interests by  
VTP, LLC);

3. For punitive damages;

4. For injunctive relief prohibiting ROSALIE, JOSEPH, XIN, KHANH, LAP, JASON,  
SF DIVERSIFIED'S agent, and NGOC from being members of the board of directors  
for the VTCOA indefinitely.

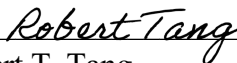
5. For injunctive relief prohibiting the VTCOA and its officers/board of directors from  
allowing any condominium owners in the Vietnam Town condominium development  
to pay less per square footage than others as calculated according to CC&Rs Section  
4.5;

6. For attorney's fees and costs of litigation;

7. Prejudgment interest;

8. For such other and further relief as the Court deems fair and just.

Dated: November 4, 2025

  
Robert T. Tang  
Attorney for Plaintiffs, HUNG THAI, ET AL.