

1 **OMID REJALI**  
2 **REJALI LAW FIRM, APLC**  
3 State Bar No.: 297600  
4 8880 Rio San Diego Dr. Suite 800  
5 San Diego, CA 92108  
6 Telephone: (619) 887-4148  
7 Fax: (619) 274-8222  
8 E-mail: [omid@rejalilawfirm.com](mailto:omid@rejalilawfirm.com)

**FILED**  
Clerk of the Superior Court

JAN 07 2020

By: K. Mulligan, Clerk

6 Attorneys for Plaintiff, SHAWN WYLDE

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN DIEGO

11 SHAWN WYLDE, an individual,  
12 Plaintiffs,

13 vs.

14 DONG DUONG, individually, BINH  
15 HUYNH, individually, AUDREY HUYN,  
16 individually, and Carlin Holdings, LLC.  
17 Defendants.

Case No.: 37-2017-00034487-CU-BC-CTL

**[PROPOSED] AMENDED JUDGEMENT  
ON THE SPECIAL VERDICT OF THE  
JURY**

*Assigned for all purposes to Hon. Ronald L. Styn*

*Action Filed: 09/15/2017*

*Trial Date: 07/22/2019-08/01/2019*

18 This action came on regularly for jury trial on July 22, 2019, in Department C-74, of  
19 the above entitled court, the Honorable Ronald L. Styn presiding, Plaintiff Shawn Wylde  
20 represented by Omid Rejali from the Rejali Law Firm, APLC; Defendant Dong Duong  
21 representing himself *pro se*; Defendant Binh Huynh representing himself *pro se*; Defendants  
22 Audrey Huynh and Carlin Holdings, LLC represented by Kron & Card, LLP through Scott  
23 Kron.

24 A jury of twelve persons and two alternates was duly impaneled and sworn. Witnesses  
25 were sworn and testified. Following the hearing of all the evidence, instructions from the  
26 Court and argument from counsel, the case was submitted to the jury. The jury deliberated and  
27 thereafter, on August 1, 2019, rendered a verdict.

1 the lawsuit within the time otherwise required?

2 Answer: Yes.

3 10. Would a reasonable person in Shawn Wylde's position rely on Dong Duong's  
4 conduct?

5 Answer: Yes.

6 11. Did after the limitations period expire, Dong Duong's words or conduct prove  
7 to be false?

8 Answer: Yes.

9 12. Did Shawn Wylde proceed diligently to file suit once he discovered the need to  
10 proceed?

11 Answer: Yes.

12 **C. CONSPIRACY TO COMMIT FRAUD**

13 13. Was Dong Duong aware that Binh Huynh planned to commit fraud?

14 Answer: Yes.

15 14. Did Dong Duong agree with Binh Huynh and intend that the fraud be  
16 committed?

17 Answer: Yes.

18 **D. STATUTE OF LIMITATIONS**

19 **CONSPIRACY TO COMMIT FRAUD**

20 15. Did Shawn Wylde's claimed harm for conspiracy to commit fraud occur before  
21 September 15, 2014?

22 Answer: Yes.

23 16. Would a reasonable and diligent investigation have disclosed before September  
24 15, 2014 that Dong Duong did agree with Binh Huynh to commit fraud?

25 Answer: Yes.

26 17. Did Dong Duong say or do something that caused Shawn Wylde to believe that  
27 it would not be necessary to file a lawsuit?

28 Answer: Yes.



1 Answer: Yes.

2 27. Would a reasonable and diligent investigation have disclosed before September  
3 15, 2014 that Dong Duong committed a breach of fiduciary duty?

4 Answer: Yes.

5 28. Did Dong Duong say or do something that caused Shawn Wylde to believe that  
6 it would not be necessary to file a lawsuit?

7 Answer: Yes.

8 29. Did Shawn Wylde rely on Dong Duong's conduct and therefore he did not file  
9 the lawsuit within the time otherwise required?

10 Answer: Yes.

11 30. Would a reasonable person in Shawn Wylde's position rely on Dong Duong's  
12 conduct?

13 Answer: Yes.

14 31. Did after the limitations period expire, Dong Duong's words or conduct prove  
15 to be false?

16 Answer: Yes.

17 32. Did Shawn Wylde proceed diligently to file suit once he discovered the need to  
18 proceed?

19 Answer: Yes.

20 **G. BREACH OF CONTRACT**

21 33. Did Shawn Wylde and Dong Duong enter into a contract?

22 Answer: Yes.

23 34. Did Shawn Wylde do all, or substantially all, of the significant things that the  
24 contract required him to do?

25 Answer: Yes.

26 35. Did Dong Duong fail to do something the contract required him to do?

27 Answer: Yes.

28 36. Was Shawn Wylde harmed by Dong Duong's breach of contract?

1 Answer: Yes.

2 **H. STATUTE OF LIMITATIONS**

3 **BREACH OF CONTRACT**

4 37. Did Shawn Wylde's claimed harm for breach contract occur before September  
5 15, 2013?

6 38. Would a reasonable and diligent investigation have disclosed before September  
7 15, 2013 that Dong Duong committed a breach of contract?

8 Answer: Yes.

9 39. Did Dong Duong say or do something that caused Shawn Wylde to believe that  
10 it would not be necessary to file a lawsuit?

11 Answer: Yes.

12 40. Did Shawn Wylde rely on Dong Duong's conduct and therefore he did not file  
13 the lawsuit within the time otherwise required?

14 Answer: Yes.

15 41. Would a reasonable person in Shawn Wylde's position rely on Dong Duong's  
16 conduct?

17 Answer: Yes.

18 42. Did after the limitations period expire, Dong Duong's words or conduct prove  
19 to be false?

20 Answer: Yes.

21 43. Did Shawn Wylde proceed diligently to file suit once he discovered the need to  
22 proceed?

23 Answer: Yes.

24 **I. DAMAGES**

25 What are Shawn Wylde's damages?

26 44. Economic Damages: Value of loan/invested money. Enter the amount below if you  
27 find that Binh Huynh is liable to Shawn Wylde under 1) Fraud; 2) Conspiracy to  
28 Commit Fraud; 3) Breach of Fiduciary Duty; or 4) Breach of Contract.

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\$ 109,662.00

45. Prejudgment interest

\$ 87,496.00

TOTAL: \$ 197,158.00

**AS TO THE COMPLAINT BY PLAINTIFF SHAWN WYLDE AGAINST  
DEFENDANT BINH HUYNH**

**A. FRAUD**

1. Did Binh Huynh Make a false representation of fact to Shawn Wylde?

Answer: Yes.

2. Did Binh Huynh know that the representation was false or did he make the representation recklessly and without regard for its truth?

Answer: Yes.

3. Did Binh Huynh intend that plaintiff Shawn Wylde rely on the representation?

Answer: Yes.

4. Did Shawn Wylde reasonably rely on the representation?

Answer: Yes.

5. Was Shawn Wylde's reliance on Binh Huynh's representation a substantial factor in causing harm to him?

Answer: Yes.

**B. STATUTE OF LIMITATIONS**

**FRAUD**

1. Did Shawn Wylde's claimed harm for fraud occur before September 15, 2014?

Answer: Yes.

2. Would a reasonable and diligent investigation have disclosed before September 15, 2014 that Binh Huynh committed Fraud?

Answer: Yes.

3. Did Binh Huynh say or do something that caused Shawn Wylde to believe that

1 it would not be necessary to file a lawsuit?

2 Answer: Yes.

3 4. Did Shawn Wylde rely on Binh Huynh's conduct and therefore he did not file  
4 the lawsuit within the time otherwise required?

5 Answer: Yes.

6 5. Would a reasonable person in Shawn Wylde's position rely on Binh Huynh's  
7 conduct?

8 Answer: Yes.

9 6. Did after the limitations period expire, Binh Huynh's words or conduct prove to  
10 be false?

11 Answer: Yes.

12 7. Did Shawn Wylde proceed diligently to file suit once he discovered the need to  
13 proceed?

14 Answer: Yes.

15 **C. CONSPIRACY TO COMMIT FRAUD**

16 1. Was Binh Huynh aware that Dong Duong planned to commit fraud?

17 Answer: No.

18 **D. BREACH OF FIDUCIARY DUTY**

19 1. Was Binh Huynh a corporate officer at Indogroup United, Inc.?

20 Answer: Yes.

21 2. Did Binh Huynh act on behalf of Shawn Wylde for purposes of making  
22 appropriate investment decisions?

23 Answer: Yes.

24 3. Did Binh Huynh fail to act as a reasonably careful corporate officer would have  
25 acted under the same or similar circumstances?

26 Answer: Yes.

27 4. Was Binh Huynh's conduct a substantial factor in causing Shawn Wylde's  
28 harm?

1 Answer: Yes.

2 **E. STATUTE OF LIMITATIONS**

3 **BREACH OF FIDUCIARY DUTY**

4 1. Did Shawn Wylde's claimed harm for breach of fiduciary duty occur before  
5 September 15, 2014?

6 Answer: Yes.

7 2. Would a reasonable and diligent investigation have disclosed before September  
8 15, 2014 that Binh Huynh committed a breach of fiduciary duty?

9 Answer: Yes.

10 3. Did Binh Huynh say or do something that caused Shawn Wylde to believe that  
11 it would not be necessary to file a lawsuit?

12 Answer: Yes.

13 4. Did Shawn Wylde rely on Binh Huynh's conduct and therefore he did not file  
14 the lawsuit within the time otherwise required?

15 Answer: Yes.

16 5. Would a reasonable person in Shawn Wylde's position rely on Binh Huynh's  
17 conduct?

18 Answer: Yes.

19 6. Did after the limitations period expire, Binh Huynh's words or conduct prove to  
20 be false?

21 Answer: Yes.

22 7. Did Shawn Wylde proceed diligently to file suit once he discovered the need to  
23 proceed?

24 Answer: Yes.

25 **F. BREACH OF CONTRACT**

26 1. Did Shawn Wylde and Binh Huynh enter into a contract?

27 Answer: Yes.

28 2. Did Shawn Wylde do all, or substantially all, of the significant things that the



1 contract required him to do?

2 Answer: Yes.

3 3. Did Binh Huynh fail to do something the contract required him to do?

4 Answer: Yes.

5 4. Was Shawn Wylde harmed by Binh Huynh's breach of contract?

6 Answer: Yes.

7 **G. STATUTE OF LIMITATIONS**

8 **BREACH OF CONTRACT**

9 1. Did Shawn Wylde's claimed harm for breach contract occur before September  
10 15, 2013?

11 Answer: Yes.

12 2. Would a reasonable and diligent investigation have disclosed before September  
13 15, 2013 that Binh Huynh committed a breach of contract?

14 Answer: Yes.

15 3. Did Binh Huynh say or do something that caused Shawn Wylde to believe that  
16 it would not be necessary to file a lawsuit?

17 Answer: Yes.

18 4. Did Shawn Wylde rely on Binh Huynh's conduct and therefore he did not file  
19 the lawsuit within the time otherwise required?

20 Answer: Yes.

21 5. Would a reasonable person in Shawn Wylde's position rely on Binh Huynh's  
22 conduct?

23 Answer: Yes.

24 6. Did after the limitations period expire, Binh Huynh's words or conduct prove to  
25 be false?

26 Answer: Yes.

27 7. Did Shawn Wylde proceed diligently to file suit once he discovered the need to  
28 proceed?

1 Answer: Yes.

2 **H. VOIDABLE TRANSFER**

3 1. Did Shawn Wylde have a right to payment from Binh Huynh?

4 Answer: Yes.

5 2. Did Binh Huynh transfer his 1/3 interest in property to Boja, LLC?

6 Answer: Yes.

7 3. Did Binh Huynh fail to receive a reasonably equivalent value from BOJA, LLC  
8 in exchange for the transfer?

9 Answer: Yes.

10 4. Did Binh Huynh believe or should reasonably have believed that he would  
11 incur debts beyond his ability to pay as they became due?

12 Answer: Yes.

13 5. Was Binh Huynh's conduct a substantial factor in causing Shawn Wylde's  
14 harm?

15 Answer: Yes.

16 6. Did Boja, LLC receive the property from Binh Huynh in good faith?

17 Answer: No.

18 **I. STATUTE OF LIMITATIONS**

19 **VOIDABLE TRANSFER**

20 1. Did Shawn Wylde's claimed harm for voidable transfer occur before December  
21 19, 2017?

22 Answer: Yes.

23 2. Would a reasonable and diligent investigation have disclosed before December  
24 19, 2017 that Binh Huynh committed a voidable transfer?

25 Answer: Yes.

26 **J. CONSPIRACY TO COMMIT A VOIDABLE TRANSFER**

27 1. Was BOJA, LLC aware that Binh Huynh planned to commit voidable transfer?

28 Answer: Yes.





1 Answer: Yes.

2 **D. STATUTE OF LIMITATIONS**

3 **CONSPIRACY TO COMMIT VOIDABLE TRANSFER**

4 3. Did Shawn Wylde's claimed harm for conspiracy to commit voidable transfer  
5 occur before December 19, 2017?

6 Answer: Yes.

7 4. Would a reasonable and diligent investigation have disclosed before December  
8 19, 2017 that Audrey Huynh did agree with Binh Huynh and intend that voidable transfer be  
9 committed?

10 Answer: Yes.

11 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:**

12 **1. AS TO DEFENDANT DONG DUONG:**

13 Plaintiff SHAWN WYLDE, shall recover judgment on the merits against  
14 Defendant DONG DUONG, in the total amount of \$197,158.00;

15 **2. AS TO DEFENDANT BINH HUYNH:**

16 Plaintiff SHAWN WYLDE, shall recover judgment on the merits against  
17 Defendant BINH HUYNH, in the total amount of \$103,980; and


18 **3. AS TO DEFENDANTS AUDREY HUYNH AND CARLIN HOLDINGS,**  
19 **LLC:**

20 Plaintiff SHAWN WYLDE take nothing by his complaint.

21 **4. ATTORNEY'S FEES AND COSTS:**

22 Costs Awarded to plaintiff in the amount of \$ \_\_\_\_\_

23  
24 Dated: JAN 07 2020

25   
26 **Hon. Ronald L. Styn**  
27 Judge of the Superior Court  
28

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**


Central  
330 West Broadway  
San Diego, CA 92101

**SHORT TITLE:** Wylde vs Duong [IMAGED]

**CLERK'S CERTIFICATE OF SERVICE BY MAIL**

**CASE NUMBER:**  
**37-2017-00034487-CU-BC-CTL**

I certify that I am not a party to this cause. I certify that a true copy of the Amended Judgment on the Special Verdict of the Jury was mailed following standard court practices in a sealed envelope with postage fully prepaid, addressed as indicated below. The mailing and this certification occurred at San Diego, California, on 01/08/2020.

Clerk of the Court, by:  Deputy

OMID REJALI  
8880 RIO SAN DIEGO DRIVE # 800  
SAN DIEGO, CA 92108

DONG DUONG  
9984 SCRIPPS RANCH BOULEVARD # 180  
SAN DIEGO, CA 92131

SCOTT A KRON  
29122 RANCHO VIEJO ROAD # 110  
SAN JUAN CAPISTRANO, CA 92675

Additional names and address attached.